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**CITY OF SUSANVILLE**  
**66 North Lassen Street ♦ Susanville CA**  
**Rod E. De Boer, Mayor**  
**Brian Wilson, Mayor pro tem**  
**Lino P. Callegari      Cheryl McDonald      Nicholas McBride**

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SUSANVILLE MUNICIPAL ENERGY CORPORATION

SUSANVILLE PUBLIC FINANCING AUTHORITY

**Susanville City Council**  
**Regular Meeting ♦ City Council Chambers**  
**February 20, 2013 – 6:00 p.m.**

*Call meeting to order*

*Roll call of Councilmembers present*

*Next Resolution No. 13-4930*

*Next Ordinance No. 13-0989*

- 1     **APPROVAL OF AGENDA:** (Additions and/or Deletions)
  
- 2     **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS** (if any): Any person may address the Council at this time upon any subject for discussion during Closed Session. The City Administrator will provide an oral update on the status of any open labor negotiations.
  
- 3     **CLOSED SESSION:**
  - A     CONFERENCE WITH LABOR NEGOTIATOR – pursuant to Government Code §54957.6:  
Agency Negotiator:     Jared G. Hancock  
Bargaining Unit:         Administrative/Confidential: 2012/2013  
                                  Fire: 2012/2013  
                                  Management: 2012/2013  
                                  Miscellaneous: 2012/2013  
                                  Professional/Technical: 2012/2013  
                                  Public Works: 2012/2013  
                                  SPOA: 2012/2013
  
  - B     CONFERENCE WITH LEGAL COUNSEL – Anticipated litigation: Significant exposure to litigation pursuant to Government Code §54956.9 (b): one
  
  - C     PUBLIC EMPLOYMENT – pursuant to Government Code Section 54957:  
Title: Golf Course Concession Operator
  
- 4     **RETURN TO OPEN SESSION:** (recess if necessary)
  - *Reconvene in open session at 7:00 p.m.*
  - *Pledge of allegiance*
  - *Report any changes to agenda*
  - *Report any action out of Closed Session*
  - *Moment of Silence/Thought for the Day:     Mayor De Boer*
  - *Proclamations, awards or presentations by the City Council:*

5 **BUSINESS FROM THE FLOOR:**

Any person may address the Council at this time upon any subject **not on the agenda** within the jurisdiction of the City Council. However, any matter that requires action will be referred to staff for a report and action at a subsequent meeting. Presentations are subject to a five-minute limit.

6 **CONSENT CALENDAR:**

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

- A Receive and file minutes from City Council's January 4, 2013 meeting
- B Approve vendor warrants numbered 86691 through 86715 for a total of \$274,717.77 including \$94,572.05 in payroll warrants;
- C Approve **Resolution No. 13-4922** authorizing amendment to Airport Land lease Lot #26 to reflect name change
- D Approve letter support for Lassen Land and Trails Trust

7 **PUBLIC HEARINGS:** None.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

- A Consideration of purchase of hangar owned by Ryan Potter, Lot #29
- B Consider expansion of annual Rabies Clinic to include "Dog-Day Event" at Memorial Park on May 18, 2013 and approve waiver of park fee
- C Consider **Resolution No. 13-4929** approving and authorizing the Mayor to execute concession agreement with Tammy Wheeler for Diamond Mountain Bar and Grill
- D Consider **Resolution No. 13-4927** declaring six (6) Ruger Mini-14 rifles surplus and authorizing the Police Department to take action to sell them.

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

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

12 **CONTINUING BUSINESS:**

- A Consider **Resolution No. 13-4919** approving continuation of Phase Two of Water Meter Replacement Project
- B Consider **Ordinance No. 13-0988** deleting and replacing Chapter 15.40 "Floodplain management" of the City of Susanville Municipal Code: Waive second reading and adopt
- C Consider agreement with Lassen County for acquisition of Johnstonville Water System
- D Consider **Resolution No. 13-4926** approving mid-year budget review for fiscal year 2012-2013
- E Consider **Resolution No. 13-4928** approving and authorizing the write off bad debt for Airport and Golf Course

13 **CITY ADMINISTRATOR'S REPORTS:**  
A Golf Course Operation Update – J. Hancock

14 **COUNCIL ITEMS:**  
A AB1234 travel reports: None

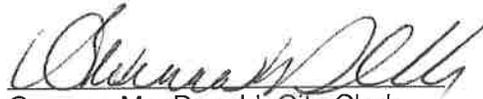
15 **ADJOURNMENT:**

- *The next regular City Council meeting will be held on March 6, 2013 at 6:00 p.m.*

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

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

I, Gwenna MacDonald, certify that I caused to be posted notice of the regular meeting scheduled for February 20, 2013 in the areas designated on February 14, 2013.

  
Gwenna MacDonald, City Clerk

Reviewed by:

~~City Administrator~~  
~~City Attorney~~

X  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Motion Only  
Public Hearing  
Resolution  
Ordinance  
Information

**Submitted By:** Gwenna MacDonald, City Clerk

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Minutes of the City Council's January 4, 2013 special meeting

**PRESENTED BY:** Gwenna MacDonald, City Clerk

**SUMMARY:** Attached for the Council's review are the minutes of the City Council's January 4, 2013 special meeting.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Motion to waive oral reading and approve minutes of City Council's January 4, 2013 special meeting.

**ATTACHMENTS:** Minutes: January 4, 2013

SUSANVILLE CITY COUNCIL  
Special Meeting Minutes  
January 4, 2013 – 11:00 a.m.

Meeting was called to order at 11:00 a.m. by Mayor De Boer.

Roll Call of City Councilmembers: Nicholas McBride, Brian Wilson, and Rod E. De Boer, Mayor. Absent: Lino P. Callegari and Cheryl L. McDonald,

Staff present: Jared G. Hancock, City Administrator; Peter M. Talia, City Attorney; and Gwenna MacDonald, City Clerk.

**1 APPROVAL OF THE AGENDA:** Motion by Mayor pro tem Wilson, second by Councilmember McBride to approve the agenda as posted; motion carried.

**2 PUBLIC COMMENT:**

**Jim Hodge**, Soccer Coach, discussed facility needs to support the ability to host tournaments. Soccer tournaments bring people who will spend money into the community. Clinics also generate income, and he talked about some of the sports complexes that have been built in other communities.

Mayor pro tem Wilson asked if the City could charge fees for other organizations to use the facility. Mr. Hancock responded that yes, fees could be charged for tournaments.

Mayor pro tem Wilson asked for an estimate of how many tournaments could potentially be hosted in one season.

Mr. Hodge responded that it is varied, and could potentially be several smaller tournaments or fewer larger ones involving more teams. It would be most effective to coordinate through the schools, although the number will be zero unless the facility built will support that.

**Tammy Jones**, Sierra Road resident, spoke regarding the increase in traffic on Sierra Road.

**3 SCHEDULED MATTERS:**

**3A Sierra Community Park: Review and discuss scope modification and time extension approved by State of California Department of Parks and Recreation Offices of Grants and Local Services** Mr. Hancock informed the Council that the discussion presented at the meeting may be a little unorthodox as he has lost his voice. He prepared a report which he will have the City Clerk read for him so that he may save his voice for the questions and discussion period. The purpose of the meeting is to announce that the State has approved our request for modifications to the park design and has granted a time extension for the City to complete the necessary environmental review. Staff would also like to give the public and Council an opportunity to comment or ask questions regarding the revised project, and get direction from Council on whether or not to proceed with the environmental review portion of the project.

Ms. MacDonald read the following report into the record:

*Working on this project has really been a bitter sweet experience; sweet, because it is rare for a community of our size to be awarded such a significant amount of money for a community park, and it was good to see staff come together to solve design, construction and maintenance related issues. Bitter, because there were many questions and concerns that should have been addressed in the application phase of the project and the City was put in the uncomfortable position of petitioning the State to approve a more feasible project design and time extension to complete the required environmental review.*

Based on the direction received from the Council, staff has worked to resolve three primary issues. I will go through each of these issues individually and explain how we have mitigated these issues to the extent possible. While this has not created an ideal situation for anyone we feel that we have taken appropriate steps to alleviate financial risks to the City and provide the City Council with a feasible option if you choose to proceed with the project.

1. **Design a quality park that could be completed within the \$2.2 million budget** With the funds approved by the City Council, staff worked with a qualified design firm, Melton design Group, to redesign the facility to be more cohesive and could be supported with accurate cost estimates. By removing selected features and reducing the scope of the park a revised design was prepared and submitted to the State for approval. The modifications were ultimately approved by the State and a time extension was granted. The design modifications significantly reduced the cost of overall construction and staff is content that the revised project can be completed on time and within budget.
2. **Lack of community input for park design** Some community members expressed concerns that this facility didn't address the varied recreation needs of the community and should have included other recreational features such as baseball fields or swimming facilities. Adjoining residents expressed concerns about traffic, noise and lighting. Concerns were also raised about the use of mitigation funds collected in other parts of town being used outside of the immediate neighborhood where they were collected. In order to address these concerns staff contacted the State to gauge their willingness to approve design modifications. We were informed that almost all of the proposed modifications were considered major modifications and while the State would consider reducing the number of a specific feature they would not support significantly changing features, primarily because the funds were awarded through a competitive bid process. When asked if it would be possible to switch out a soccer field for a baseball field we were informed that it would not be approved. Based on this information it became more advantageous to leave a portion of the park undeveloped as a Native Grass meadow that could be used in the future for other recreational activities rather than switching features. The park design was also modified to relocate any significant light and noise from the existing residents to a more central location within the facility. The overall cost reduction of the facility will also increase the possibility of providing paved parking, addressing traffic and roadway concerns and create the possibility of reallocating any unused mitigation funds to an alternate area in town.
3. **Council Concerns** In addition to the above stated concerns members of the Council have expressed specific concerns related to the initial approach to the project. There were concerns expressed that while the City is currently financially stable there is limited flexibility in the budget and that the decision to allocate additional funds for park maintenance was not considered in conjunction with other community and other budget demands. There were concerns that the project may not have been fully defined and cost fully refined prior to the project submittal and that the Council was not informed of these issues. There was also a concern that the parking should be paved and maintenance cost estimates should be refined. While it is not possible to look backwards and correct some of these concerns, staff is committed to addressing these issues in future projects. Staff is also planning to present a midyear budget in early February that will provide an opportunity to discuss budget priorities and financial demands. The project has also proposed in a way that if cost savings are realized through the donation of labor or materials that cost savings would be used to pave the parking area. Staff also obtained additional information regarding maintenance costs and determined that to maintain the facility at a minimum standard equivalent to other facilities within the city it would cost approximately \$40,000 to \$50,000 per year in the form of one full time equivalent employee and funds for supplies and equipment.

Mayor pro tem Wilson commended staff for all of the work that has gone into the proposal that is being

considered today, and that six months ago, it would have been very difficult to even consider moving forward with the facility that was initially proposed. He asked what types of in-kind services could be offered to keep the costs down.

Mr. Hancock responded that the actual cost for the facility is right around \$1.9 million, with a 10 percent contingency. There are certain features that the City will be able to contribute labor through the CCC inmate program, recycled asphalt chips from street projects, and items such as those which will work towards reducing the costs of construction.

At 11:25 p.m. Councilmember Callegari entered the chambers and assumed his seat on the dais.

Councilmember McBride remarked that the lack of paved sidewalks is a concern to him.

Mayor pro tem Wilson asked if this facility will require widening or expansion of Sierra Road.

Mr. Hancock responded that there are two components: north of the site, the streets are within the City limits and south of the project, the streets are in the County. He would recommend completing road improvements in the City but off-site improvements are not an eligible project cost so that would have to be funded by another source. The City has worked with the County and discussed widening the road, installing turn-pockets, and that process will be thoroughly evaluated through the environmental review process.

Mr. Hodge asked if it would be feasible to add stadium lighting or additional roads into the park.

Mr. Hancock stated that the original design as submitted with the application included stadium style lighting, but due to cost had been replaced with pedestrian style lights. The current General Plan identifies an easement from Alexander west of the existing maintenance building, and at some point when the property to the north of the project site is developed it could be re-evaluated at that time.

Councilmember Callegari asked if staff had a cost for completing and overlay of Sierra Road, and that the city should be able to use mitigation funds to complete the work.

Mayor De Boer commented that the mitigation money had been dedicated to the project through the grant application money.

Councilmember Callegari stated that the improvements to Sierra Street are part of the project and cost to upgrade the street should be included.

Mayor pro tem Wilson agreed that staff will have to be creative in using in-kind or in-house labor in order to complete many features of the project, but that use of Park Mitigation funds for street improvements is not an allowed cost, and an overlay would probably be insufficient to address the increased volume of traffic.

Mr. Hancock clarified that Park Mitigation money was committed to the project at the application phase and as money is freed up from uses of inmate labor or other in-kind features, that money could possibly be made available for upgrades to Sierra Road. It needs to be addressed but will not be funded by State money.

**Ron Frederickson** remarked that it wasn't right that the City was not allowed to charge fees for park usage, and that a broader definition of what an event is needs to be looked at.

An unidentified woman from the audience asked if modifications to the design were possible at this point, or if the park would just have to full size fields.

Mr. Hodge concurred with Councilmember McBride's earlier statement regarding paved sidewalks, and

that the design should ensure safe access to the park by kids riding bicycles from Diamond View School.

Mr. Hancock responded that modifications to the design and public input ideally should have ended upon submittal of the application to the State for funding. What the City is presenting is what the State has approved, and it has to be built as proposed. As the project progresses and the City is able to free up funds through donations, in-house labor, in-kind services from other agencies, then adding features to improve the park could be a possibility. He agreed that ideally, the facility should have curb, gutter, and sidewalk all around the project. At this time, it is not in the budget and the City will be obligated to build the design that has been approved by the State.

Mr. Jones asked if this facility would require additional law enforcement. It's a quiet neighborhood and an attractive area for troublemakers. He asked if the City would be able to support this facility.

Mayor De Boer responded that no, at this point the City is barely treading water. He stated that he has always thought that the park is a great idea, but that that's all it is, is an idea. It's not fair to use park mitigation collected from builders on the other side of town to put a park in on Sierra Road, and he would prefer to see a swimming pool for the community. As much as the Council would like to be able to provide everything for the community, the City cannot afford a Rolls Royce.

Councilmember Callegari stated that as another retired law enforcement professional, he believes that the park can be built, and that it can be done. The community voiced the same concerns when the Skyline Park was built, and law enforcement patrol is always random, and the police cannot be everywhere. The City of Susanville police department is on duty 24 hours a day, seven days a week. People will appreciate what they have when they get involved and help to build the facility. It's pride of ownership and the concept that the youth of Susanville are not worthy of this facility or that the police will not patrol is wrong.

Unknown resident of Sierra Street remarked that they would love to see a swimming pool at the site, and asked what the likelihood was of that ever happening.

Mr. Hancock responded that ultimately, if the community comes together and decides to support a pool, the undeveloped meadow portion of the site could accommodate it, but it has not been officially set aside for that purpose.

There being no further comments or questions from the public, Mr. Hancock requested direction from the City Council. The deadline for the Environmental Review was extended to May, however it is imperative that if the City hopes to complete the CEQA requirements that it begin immediately. The firm of Hauge Bruek Associates has been approved by Council to complete the analysis, and in May when the results of the study are complete, the City Council will have the opportunity to discuss the project again. The City is under no obligation to proceed with the project and at this time the only contract with the State is for the completion of the environmental study. The final determination on whether to proceed with the project or withdraw could be made in May.

Councilmember Callegari stated that with any further delays on the environmental process the City will run into trouble.

Mayor pro tem Wilson stated that he was confident that the City would be able to build the facility within the tight budget constraints but his biggest concern is whether or not the City can afford to maintain it. It is unfortunate that the discussion is occurring now, right before mid-year budget discussions.

Mr. Hodge commented that he has mixed emotions regarding the project as a soccer coach and a tax payer. By the time you factor in costs of improving the street, maintenance is liable to be higher than expected, just as with the golf course.

Councilmember McBride added that with the current park maintenance requirements and lack of revenue, there needs to be more input from the community to make sure this is really what the tax payers want to spend their money on.

An unidentified member of the audience said that it is unfortunate that budget concerns would cause the City to turn down two million dollars of money from the State to build a park for the community.

A second unidentified member of the audience agreed, but asked if the community really does want two more soccer fields.

There were no further comments.

Motion by Councilmember Callegari, second by Mayor pro tem Wilson to proceed with the environmental review process; motion carried unanimously.

It was the direction of the Council for staff to bring back maintenance costs for consideration at the mid-year budget, and to expand the public outreach efforts to gather more input from the community regarding the project.

**15     ADJOURNMENT:**

There being no further business, the meeting adjourned at 12:05 p.m.

Respectfully submitted by

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

\_\_\_\_\_  
Rod E. De Boer, Mayor

*Approved on* \_\_\_\_\_

Reviewed by: JGH City Administrator  Motion only  
AM City Attorney  Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted by:** Jared G. Hancock, City Administrator

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Vendor and Payroll Warrants

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** Warrants dated January 31<sup>st</sup> through February 13<sup>th</sup> numbered 86691 and 86715 through 86818

**FISCAL IMPACT:** Accounts Payable vendor warrants totaling \$180,145.72 plus \$94,572.05 in payroll warrants, for a grand total of \$274,717.77

**ACTION REQUESTED:** Motion to receive and file.

**ATTACHMENTS:** Payments by vendor and transmittal check registers.

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

| GL Period            | Check Issue Date | Check Number | Vendor Number | Payee                | Description               | Invoice Number | Inv Seq | GL Account No  | GL Account Title          | Seq Amount | Check Amount |
|----------------------|------------------|--------------|---------------|----------------------|---------------------------|----------------|---------|----------------|---------------------------|------------|--------------|
| 01/13                | 01/31/2013       | 86691        | 21            | AIRGAS USA, LLC      | CHLORINE                  | 9011807182     | 1       | 7110-430-42-46 | SUPPLIES-GENERAL          | 372.97     | 372.97       |
| Total 9011807182:    |                  |              |               |                      |                           |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86691        | 21            | AIRGAS USA, LLC      | ACETYLENE/OXYGEN          | 9011936658     | 1       | 7110-430-42-44 | REPAIR AND MAINTENANCE-V  | 68.79      | 68.79        |
| 01/13                | 01/31/2013       | 86691        | 21            | AIRGAS USA, LLC      | ACETYLENE/OXYGEN          | 9011936658     | 2       | 7401-430-62-44 | REPAIR AND MAINT-VEHICLE  | 68.79      | 68.79        |
| 01/13                | 01/31/2013       | 86691        | 21            | AIRGAS USA, LLC      | ACETYLENE/OXYGEN          | 9011936658     | 3       | 2007-431-20-44 | REPAIR AND MAINTENANCE-V  | 68.79      | 68.79        |
| 01/13                | 01/31/2013       | 86691        | 21            | AIRGAS USA, LLC      | ACETYLENE/OXYGEN          | 9011936658     | 4       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE  | 68.79      | 68.79        |
| Total 9011936658:    |                  |              |               |                      |                           |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86715        | 7343          | ALEXANDER BRYAN      | REFUND GAS DEPOSIT        | 10527650027    | 1       | 7401-2228-000  | DEPOSITS-CUSTOMER         | 53.95      | 53.95        |
| Total 10527650027:   |                  |              |               |                      |                           |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86716        | 53            |                      | RETIREMENT INCENTIVE PKGE | 011813         | 1       | 7610-2229-001  | EARLY RETIREMENT INCENTIV | 930.00     | 930.00       |
| Total 011813:        |                  |              |               |                      |                           |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86717        | 6051          | BARNICK, BILLIE      | REISSUE GAS DEP. CK STALE | 10228970002-1  | 1       | 7401-2228-000  | DEPOSITS-CUSTOMER         | 100.00     | 100.00       |
| Total 10228970002-1: |                  |              |               |                      |                           |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86718        | 927           | BAXTER AUTO PARTS IN | RADIATOR, HOSE CLAMP      | 32116770       | 1       | 2012-465-32-44 | REPAIR AND MAINTENANCE-V  | 9.31       | 9.31         |
| Total 32116770:      |                  |              |               |                      |                           |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86719        | 68            | BECKWITH MD, DAVID R | DMV PHYSICAL MEDVIN, B    | 012413         | 1       | 1000-422-10-43 | PROFESSIONAL SVCS         | 100.00     | 100.00       |
| Total 012413:        |                  |              |               |                      |                           |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD  | BULB                      | 281520         | 1       | 7110-430-42-46 | SUPPLIES-GENERAL          | 9.66       | 9.66         |
| Total 281520:        |                  |              |               |                      |                           |                |         |                |                           |            |              |

| GL Period     | Check Issue Date | Check Number | Vendor Number | Payee               | Description        | Invoice Number | Inv Seq | GL Account No  | GL Account Title         | Seq Amount | Check Amount |
|---------------|------------------|--------------|---------------|---------------------|--------------------|----------------|---------|----------------|--------------------------|------------|--------------|
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | PIPE PEX           | 261862         | 1       | 7110-430-42-46 | SUPPLIES-GENERAL         | .87        | .87          |
| Total 261862: |                  |              |               |                     |                    |                |         |                |                          |            |              |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | PROPANE TANK       | 261869         | 1       | 7110-430-42-46 | SUPPLIES-GENERAL         | 48.36      | 48.36        |
| Total 261869: |                  |              |               |                     |                    |                |         |                |                          |            |              |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | BITS               | 261925         | 1       | 7401-430-62-46 | SUPPLIES-SMALL TOOLS     | 83.15      | 83.15        |
| Total 261925: |                  |              |               |                     |                    |                |         |                |                          |            |              |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | TRASH CAN          | 261946         | 1       | 1000-452-20-46 | SUPPLIES-GENERAL         | 48.35      | 48.35        |
| Total 261946: |                  |              |               |                     |                    |                |         |                |                          |            |              |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | TERMINALS          | 261996         | 1       | 7401-430-62-46 | SUPPLIES-GENERAL         | 7.26       | 7.26         |
| Total 261996: |                  |              |               |                     |                    |                |         |                |                          |            |              |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | BIT DRILL, SCREWS  | 262072         | 1       | 7620-430-10-46 | SUPPLIES-SMALL TOOLS     | 22.47      | 22.47        |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | BIT DRILL, SCREWS  | 262072         | 2       | 7620-430-10-44 | REPAIR AND MAINTENANCE-F | 3.90       | 3.90         |
| Total 262072: |                  |              |               |                     |                    |                |         |                |                          |            |              |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | NUTSETTERS         | 262073         | 1       | 7401-430-62-46 | SUPPLIES-GENERAL         | 5.60       | 5.60         |
| Total 262073: |                  |              |               |                     |                    |                |         |                |                          |            |              |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | HEPA FILTER        | 262138         | 1       | 7110-430-42-46 | SUPPLIES-SMALL TOOLS     | 40.62      | 40.62        |
| Total 262138: |                  |              |               |                     |                    |                |         |                |                          |            |              |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | HEPA FILTER        | 262147         | 1       | 7620-430-10-46 | SUPPLIES-GENERAL         | 45.16      | 45.16        |
| Total 262147: |                  |              |               |                     |                    |                |         |                |                          |            |              |
| 01/13         | 01/31/2013       | 86720        | 76            | BILLINGTON ACE HARD | HEPA FILTER RETURN | 262157         | 1       | 7110-430-42-46 | SUPPLIES-SMALL TOOLS     | 40.62-     | 40.62-       |

M = Manual Check, V = Void Check

| GL Period            | Check Issue Date | Check Number | Vendor Number | Payee                 | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title          | Seq Amount | Check Amount |
|----------------------|------------------|--------------|---------------|-----------------------|----------------------------|----------------|---------|----------------|---------------------------|------------|--------------|
| Total 262157:        |                  |              |               |                       |                            |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86721        | 6837          | BOHMAN, ASHLEY        | REISSUE WATER DEPOSIT-STA  | 10429200021-1  | 1       | 7110-2228-000  | DEPOSITS-CUSTOMER         | 40.62-     | 40.62-       |
| Total 10429200021-1: |                  |              |               |                       |                            |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86722        | 1116          | CALIFORNIA BUILDING S | 4TH QTR SPEC REV FUND SB 1 | 012313         | 1       | 1000-2205-006  | DEPOSIT PAYABLE-SB 1473   | 52.20      | 52.20        |
| Total 012313:        |                  |              |               |                       |                            |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86723        | 7331          | CALIFORNIA CONF. OF A | MEMBERSHIP DUES, WEAVER,   | 121012         | 1       | 1000-422-10-48 | DUES AND MEMBERSHIPS      | 65.00      | 65.00        |
| Total 121012:        |                  |              |               |                       |                            |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86724        | 7340          | CALIFORNIA EMERGENC   | MOORE, J CAL EMERG RESP    | 012813         | 1       | 1000-422-10-45 | TRAVEL                    | 330.00     | 330.00       |
| Total 012813:        |                  |              |               |                       |                            |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86725        | 7341          | CALIFORNIA FIRE AND R | WEAVER,D CALIF FIRE AND RE | 012813         | 1       | 1000-422-10-45 | TRAVEL                    | 344.00     | 344.00       |
| Total 012813:        |                  |              |               |                       |                            |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86726        | 1375          | CENTRAL SANITARY SU   | HANDSOAP                   | 395706         | 1       | 1000-422-10-46 | SUPPLIES-JANITORIAL       | 9.52       | 9.52         |
| Total 395706:        |                  |              |               |                       |                            |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86727        | 174           | DATEMA, STEVEN K.     | GROUND LEASE 710 MAIN 2/13 | 011813         | 1       | 8401-2228-000  | DEPOSITS PAYABLE          | 75.00      | 75.00        |
| Total 011813:        |                  |              |               |                       |                            |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86728        | 182           | DEPARTMENT OF CONS    | 4TH QTR SMIP FEE REPORT 20 | 012213         | 1       | 1000-2205-006  | DEPOSIT PAYABLE-SB 1473   | 23.60      | 23.60        |
| Total 012213:        |                  |              |               |                       |                            |                |         |                |                           |            |              |
| 01/13                | 01/31/2013       | 86729        | 7344          | DOLLINGER, BRUCE      | REFUND GAS OVERPAYMENT     | 10125950918    | 1       | 9999-1001-001  | CASH CLEARING - UTILITIES | 5.47       | 5.47         |
| Total 10125950918:   |                  |              |               |                       |                            |                |         |                |                           |            |              |

| GL Period          | Check Issue Date | Check Number | Vendor Number | Payee                | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title | Seq Amount | Check Amount |
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| 01/13              | 01/31/2013       | 86730        | 208           | DOWNING, TOM         | TR EX PALM SPRINGS 2/24/13 | 121012         | 1       | 1000-421-10-45 | TRAINING         | 319.50     | 319.50       |
| Total 121012:      |                  |              |               |                      |                            |                |         |                |                  |            |              |
| 01/13              | 01/31/2013       | 86731        | 243           | FEDEX                | 011013 GRANITE CONST       | 214959311      | 1       | 7620-430-10-46 | POSTAGE          | 28.09      | 28.09        |
| Total 214959311:   |                  |              |               |                      |                            |                |         |                |                  |            |              |
| 01/13              | 01/31/2013       | 86732        | 1033          | FGL ENVIRONMENTAL    | WEEKLY WATER SAMPLING      | 370003A        | 1       | 7110-430-42-43 | TECHNICAL SVCS   | 85.00      | 85.00        |
| Total 370003A:     |                  |              |               |                      |                            |                |         |                |                  |            |              |
| 01/13              | 01/31/2013       | 86732        | 1033          | FGL ENVIRONMENTAL    | WEEKLY WATER SAMPLING      | 370190A        | 1       | 7110-430-42-43 | TECHNICAL SVCS   | 133.00     | 133.00       |
| Total 370190A:     |                  |              |               |                      |                            |                |         |                |                  |            |              |
| 01/13              | 01/31/2013       | 86732        | 1033          | FGL ENVIRONMENTAL    | WEEKLY WATER SAMPLING      | 370496A        | 1       | 7110-430-42-43 | TECHNICAL SVCS   | 105.00     | 105.00       |
| Total 370496A:     |                  |              |               |                      |                            |                |         |                |                  |            |              |
| 01/13              | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-0315 AWOS AIRPORT      | 0315 011513    | 1       | 7201-430-81-45 | COMMUNICATIONS   | 31.17      | 31.17        |
| Total 0315 011513: |                  |              |               |                      |                            |                |         |                |                  |            |              |
| 01/13              | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-1045 PAW ENGINEERING   | 1045 011513    | 1       | 7620-430-10-45 | COMMUNICATIONS   | 33.84      | 33.84        |
| Total 1045 011513: |                  |              |               |                      |                            |                |         |                |                  |            |              |
| 01/13              | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-1056 PAW SHOP          | 1056 012013    | 1       | 7620-430-10-45 | COMMUNICATIONS   | 43.22      | 43.22        |
| Total 1056 012013: |                  |              |               |                      |                            |                |         |                |                  |            |              |
| 01/13              | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-1057 PAW FAX           | 1057 012013    | 1       | 7620-430-10-45 | COMMUNICATIONS   | 187.77     | 187.77       |
| Total 1057 012013: |                  |              |               |                      |                            |                |         |                |                  |            |              |
| 01/13              | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 021-1147 CITY HALL         | 1147 012013    | 1       | 1000-417-10-45 | COMMUNICATIONS   | 1,026.94   | 1,026.94     |

| GL Period             | Check Issue Date | Check Number | Vendor Number | Payee                | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title           | Seq Amount | Check Amount |
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| Total 1147 012013:    |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 01/13                 | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-2845 JENS ROLL OVER    | 2845 011513    | 1       | 7620-430-10-45 | COMMUNICATIONS             | 29.30      | 29.30        |
| Total 2845 011513:    |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 01/13                 | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-4725 CITY HALL FAX     | 4725 011513    | 1       | 1000-419-10-45 | COMMUNICATIONS             | 18.89      | 18.89        |
| 01/13                 | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-4725 CITY HALL FAX     | 4725 011513    | 2       | 1000-415-10-45 | COMMUNICATIONS             | 18.89      | 18.89        |
| Total 4725 011513:    |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 01/13                 | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-5152 FIRE              | 5152 011013    | 1       | 1000-422-10-45 | COMMUNICATIONS             | 423.41     | 423.41       |
| Total 5152 011013:    |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 01/13                 | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | LABOR PW                   | 7110672 012013 | 1       | 7620-430-10-45 | COMMUNICATIONS             | 45.00      | 45.00        |
| Total 7110672 012013: |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 01/13                 | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-7236 NAT GAS           | 7236 012013    | 1       | 7620-430-10-45 | COMMUNICATIONS             | 175.28     | 175.28       |
| Total 7236 012013:    |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 01/13                 | 01/31/2013       | 86733        | 265           | FRONTIER - IRREGULAR | 257-7237 NAT GAS           | 7237 012013    | 1       | 7620-430-10-45 | COMMUNICATIONS             | 46.19      | 46.19        |
| Total 7237 012013:    |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 01/13                 | 01/31/2013       | 86734        | 280           | GRANITE CONSTRUCTIO  | COLD MIX ASPHALT           | 428361         | 1       | 2006-431-25-46 | SUPPLIE - GENERAL          | 1,837.45   | 1,837.45     |
| Total 428361:         |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 01/13                 | 01/31/2013       | 86735        | 288           |                      | REIMBURSE HEALTH INS - SIC | 012913         | 1       | 7610-2229-002  | RETIREE SICK LEAVE BANK PA | 459.00     | 459.00       |
| Total 012913:         |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 01/13                 | 01/31/2013       | 86736        | 6146          | HAMILTON, ELISA      | REFUND WATER DEPOSIT       | 10527400004    | 1       | 7110-2228-000  | DEPOSITS-CUSTOMER          | 48.01      | 48.01        |

| GL Period          | Check Issue Date | Check Number | Vendor Number | Payee                | Description               | Invoice Number | Inv Seq | GL Account No  | GL Account Title           | Seq Amount | Check Amount |
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| Total 10527400004: |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13              | 01/31/2013       | 86737        | 331           | INTERNATIONAL CODE C | 2013 BUILDING CODE STANDA | 012813         | 1       | 1000-424-20-48 | DUES AND MEMBERSHIPS       | 52.05      | 52.05        |
| 01/13              | 01/31/2013       | 86737        | 331           | INTERNATIONAL CODE C | 2013 BUILDING CODE STANDA | 012813         | 2       | 1000-1430-105  | PREPAID - OTHER            | 72.95      | 72.95        |
| Total 012813:      |                  |              |               |                      |                           |                |         |                |                            | 125.00     | 125.00       |
| 01/13              | 01/31/2013       | 86738        | 335           | J.W. WOOD CO INC     | SHARKBITE STOP END        | S060065        | 1       | 1000-452-20-44 | MISC - REPAIR & MAINTENANC | 8.08       | 8.08         |
| Total S060065:     |                  |              |               |                      |                           |                |         |                |                            | 8.08       | 8.08         |
| 01/13              | 01/31/2013       | 86738        | 335           | J.W. WOOD CO INC     | SHARKBITE ADAPTERS        | S060083        | 1       | 1000-452-20-44 | MISC - REPAIR & MAINTENANC | 15.24      | 15.24        |
| Total S060083:     |                  |              |               |                      |                           |                |         |                |                            | 15.24      | 15.24        |
| 01/13              | 01/31/2013       | 86738        | 335           | J.W. WOOD CO INC     | EXTENSION, WASHER, COUPLI | S060130        | 1       | 1000-452-20-44 | MISC - REPAIR & MAINTENANC | 13.22      | 13.22        |
| Total S060130:     |                  |              |               |                      |                           |                |         |                |                            | 13.22      | 13.22        |
| 01/13              | 01/31/2013       | 86739        | 411           | LASSEN MOTOR PARTS   | POWER STEERING FLUID      | 166558         | 1       | 2012-465-32-44 | REPAIR AND MAINTENANCE-V   | 17.62      | 17.62        |
| Total 166558:      |                  |              |               |                      |                           |                |         |                |                            | 17.62      | 17.62        |
| 01/13              | 01/31/2013       | 86739        | 411           | LASSEN MOTOR PARTS   | RIVET, EPOXY              | 166588         | 1       | 1000-422-10-46 | SUPPLIES-GENERAL           | 20.81      | 20.81        |
| Total 166588:      |                  |              |               |                      |                           |                |         |                |                            | 20.81      | 20.81        |
| 01/13              | 01/31/2013       | 86740        | 412           | LASSEN REGIONAL SOLI | CREDIT FOR DUMP FEES      | 11027          | 1       | 2007-431-20-44 | DISPOSAL                   | 22.27      | 22.27        |
| Total 11027:       |                  |              |               |                      |                           |                |         |                |                            | 22.27      | 22.27        |
| 01/13              | 01/31/2013       | 86740        | 412           | LASSEN REGIONAL SOLI | DUMP FEES GOLF COURSE     | 597861         | 1       | 7530-451-52-44 | DISPOSAL                   | 37.50      | 37.50        |
| Total 597861:      |                  |              |               |                      |                           |                |         |                |                            | 37.50      | 37.50        |
| 01/13              | 01/31/2013       | 86740        | 412           | LASSEN REGIONAL SOLI | DUMP FEES                 | 599813         | 1       | 2007-431-20-44 | DISPOSAL                   | 6.88       | 6.88         |

| GL Period            | Check Issue Date | Check Number | Vendor Number | Payee                | Description               | Invoice Number | Inv Seq | GL Account No  | GL Account Title         | Seq Amount | Check Amount |
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| Total 599813:        |                  |              |               |                      |                           |                |         |                |                          |            |              |
| 01/13                | 01/31/2013       | 86740        | 412           | LASSEN REGIONAL SOLI | DUMP FEES                 | 600324         | 1       | 2007-431-20-44 | DISPOSAL                 | 5.00       | 5.00         |
| Total 600324:        |                  |              |               |                      |                           |                |         |                |                          |            |              |
| 01/13                | 01/31/2013       | 86741        | 421           | LEAGUE OF CALIFORNIA | MEMBERSHIP DUES 2013      | 126251         | 1       | 1000-417-10-48 | DUES AND MEMBERSHIPS     | 3,488.10   | 3,488.10     |
| 01/13                | 01/31/2013       | 86741        | 421           | LEAGUE OF CALIFORNIA | MEMBERSHIP DUES 2013      | 126251         | 2       | 1000-1430-105  | PREPAID - OTHER          | 3,488.10   | 3,488.10     |
| Total 126251:        |                  |              |               |                      |                           |                |         |                |                          |            |              |
| 01/13                | 01/31/2013       | 86742        | 424           | LEHR AUTO ELECTRIC   | BULBS                     | 01078962       | 1       | 2012-465-32-44 | REPAIR AND MAINTENANCE-V | 99.91      | 99.91        |
| Total 01078962:      |                  |              |               |                      |                           |                |         |                |                          |            |              |
| 01/13                | 01/31/2013       | 86743        | 432           | LEXIS NEXIS          | ELECTRONIC LAW LIBRARY SV | 1212216757     | 1       | 1000-412-10-48 | DUES AND MEMBERSHIPS     | 143.82     | 143.82       |
| Total 1212216757:    |                  |              |               |                      |                           |                |         |                |                          |            |              |
| 01/13                | 01/31/2013       | 86744        | 437           | LMUD                 | AIRPORT VASI LIGHTS       | 10108 012313   | 1       | 7201-430-81-46 | ELECTRICITY              | 121.99     | 121.99       |
| Total 10108 012313:  |                  |              |               |                      |                           |                |         |                |                          |            |              |
| 01/13                | 01/31/2013       | 86744        | 437           | LMUD                 | JOHNSTONVILLE RD SPRINKLE | 10262 011713   | 1       | 1000-452-30-46 | ELECTRICITY              | 10.00      | 10.00        |
| Total 10262 011713:  |                  |              |               |                      |                           |                |         |                |                          |            |              |
| 01/13                | 01/31/2013       | 86744        | 437           | LMUD                 | GOLF COURSE IRR WELL30 HP | 122907 012313  | 1       | 7530-451-52-46 | ELECTRICITY              | 23.01      | 23.01        |
| Total 122907 012313: |                  |              |               |                      |                           |                |         |                |                          |            |              |
| 01/13                | 01/31/2013       | 86744        | 437           | LMUD                 | GOLF COURSE PUMP STATION  | 122910 012313  | 1       | 7530-451-52-46 | ELECTRICITY              | 10.00      | 10.00        |
| Total 122910 012313: |                  |              |               |                      |                           |                |         |                |                          |            |              |
| 01/13                | 01/31/2013       | 86744        | 437           | LMUD                 | GOLF COURSE IRR PUMP/8TH  | 122929 012313  | 1       | 7530-451-52-46 | ELECTRICITY              | 10.00      | 10.00        |

| GL Period | Check Issue Date | Check Number         | Vendor Number | Payee | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title | Seq Amount | Check Amount |
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|           |                  | Total 122929 012313: |               |       |                            |                |         |                |                  | 10.00      | 10.00        |
| 01/13     | 01/31/2013       | 86744                | 437           | LMUD  | GOLF COURSE PUMP HOUSE     | 132052 012312  | 1       | 7530-451-52-46 | ELECTRICITY      | 36.93      | 36.93        |
|           |                  | Total 132052 012312: |               |       |                            |                |         |                |                  | 36.93      | 36.93        |
| 01/13     | 01/31/2013       | 86744                | 437           | LMUD  | 470-895 CIRCLE DR/CLUB HOU | 144281 012313  | 1       | 7530-451-52-46 | ELECTRICITY      | 77.65      | 77.65        |
|           |                  | Total 144281 012313: |               |       |                            |                |         |                |                  | 77.65      | 77.65        |
| 01/13     | 01/31/2013       | 86744                | 437           | LMUD  | 1505 MAIN ST               | 2876 012313    | 1       | 1000-422-10-46 | ELECTRICITY      | 875.86     | 875.86       |
|           |                  | Total 2876 012313:   |               |       |                            |                |         |                |                  | 875.86     | 875.86       |
| 01/13     | 01/31/2013       | 86744                | 437           | LMUD  | LITTLE LEAGUE PARK AREA LI | 3522 012313    | 1       | 1000-452-20-46 | ELECTRICITY      | 31.65      | 31.65        |
|           |                  | Total 3522 012313:   |               |       |                            |                |         |                |                  | 31.65      | 31.65        |
| 01/13     | 01/31/2013       | 86744                | 437           | LMUD  | N WEATHERLOW ST SIGNALS    | 3651 012313    | 1       | 2007-431-60-46 | ELECTRICITY      | 136.09     | 136.09       |
|           |                  | Total 3651 012313:   |               |       |                            |                |         |                |                  | 136.09     | 136.09       |
| 01/13     | 01/31/2013       | 86744                | 437           | LMUD  | PAUTE LN SCADA             | 44316 011113   | 1       | 7110-430-42-46 | ELECTRICITY      | 15.14      | 15.14        |
|           |                  | Total 44316 011113:  |               |       |                            |                |         |                |                  | 15.14      | 15.14        |
| 01/13     | 01/31/2013       | 86744                | 437           | LMUD  | WELL #3                    | 4559 011713    | 1       | 7110-430-42-46 | ELECTRICITY      | 153.40     | 153.40       |
|           |                  | Total 4559 011713:   |               |       |                            |                |         |                |                  | 153.40     | 153.40       |
| 01/13     | 01/31/2013       | 86744                | 437           | LMUD  | MAIN & ALEXANDER           | 49496 012313   | 1       | 2007-431-60-46 | ELECTRICITY      | 101.22     | 101.22       |
|           |                  | Total 49496 012313:  |               |       |                            |                |         |                |                  | 101.22     | 101.22       |
| 01/13     | 01/31/2013       | 86744                | 437           | LMUD  | MAIN & FAIRFIELD           | 49497 012313   | 1       | 2007-431-60-46 | ELECTRICITY      | 97.80      | 97.80        |
|           |                  | Total 49497 012313:  |               |       |                            |                |         |                |                  | 97.80      | 97.80        |

| GL Period                         | Check Issue Date | Check Number | Vendor Number | Payee | Description                 | Invoice Number | Inv Seq | GL Account No  | GL Account Title | Seq Amount | Check Amount |
|-----------------------------------|------------------|--------------|---------------|-------|-----------------------------|----------------|---------|----------------|------------------|------------|--------------|
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | MAIN & JOHNSTONVILLE SIGN   | 49498 012313   | 1       | 2007-431-60-46 | ELECTRICITY      | 122.43     | 122.43       |
| Total 49498 012313: 122.43 122.43 |                  |              |               |       |                             |                |         |                |                  |            |              |
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | RIVERSIDE & MAIN SIGNAL LIG | 49499 012313   | 1       | 2007-431-60-46 | ELECTRICITY      | 209.13     | 209.13       |
| Total 49499 012313: 209.13 209.13 |                  |              |               |       |                             |                |         |                |                  |            |              |
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | AIRPORT LOT 5               | 51908 012313   | 1       | 7201-430-81-46 | ELECTRICITY      | 103.62     | 103.62       |
| Total 51908 012313: 103.62 103.62 |                  |              |               |       |                             |                |         |                |                  |            |              |
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | AIRPORT HANGER 6            | 54333 012313   | 1       | 7201-430-81-46 | ELECTRICITY      | 10.00      | 10.00        |
| Total 54333 012313: 10.00 10.00   |                  |              |               |       |                             |                |         |                |                  |            |              |
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | 925 SIERRA RD SPORTS CTR    | 60453 012313   | 1       | 1000-452-20-46 | ELECTRICITY      | 10.00      | 10.00        |
| Total 60453 012313: 10.00 10.00   |                  |              |               |       |                             |                |         |                |                  |            |              |
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | AIRPORT OFFICE              | 7146 012313    | 1       | 7201-430-81-46 | ELECTRICITY      | 397.34     | 397.34       |
| Total 7146 012313: 397.34 397.34  |                  |              |               |       |                             |                |         |                |                  |            |              |
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | AIRPORT GAS PUMP            | 7154 012313    | 1       | 7201-430-81-46 | ELECTRICITY      | 18.05      | 18.05        |
| Total 7154 012313: 18.05 18.05    |                  |              |               |       |                             |                |         |                |                  |            |              |
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | GOLF COURSE CLUB HOUSE      | 7394 012313    | 1       | 7530-461-52-46 | ELECTRICITY      | 45.36      | 45.36        |
| Total 7394 012313: 45.36 45.36    |                  |              |               |       |                             |                |         |                |                  |            |              |
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | GOLF COURSE CART BARN 2     | 7400 012313    | 1       | 7530-461-52-46 | ELECTRICITY      | 11.49      | 11.49        |
| Total 7400 012313: 11.49 11.49    |                  |              |               |       |                             |                |         |                |                  |            |              |
| 01/13                             | 01/31/2013       | 86744        | 437           | LMUD  | WELL 1                      | 7714 012313    | 1       | 7110-430-42-46 | ELECTRICITY      | 212.26     | 212.26       |

| GL Period           | Check Issue Date | Check Number | Vendor Number | Payee                 | Description                 | Invoice Number | Inv Seq | GL Account No  | GL Account Title          | Seq Amount | Check Amount |
|---------------------|------------------|--------------|---------------|-----------------------|-----------------------------|----------------|---------|----------------|---------------------------|------------|--------------|
| Total 7714 012313:  |                  |              |               |                       |                             |                |         |                |                           |            |              |
| 01/13               | 01/31/2013       | 86744        | 437           | LMUD                  | 1801 MAIN ST                | 8314 012313    | 1       | 1000-421-10-46 | ELECTRICITY               | 821.74     | 821.74       |
| Total 8314 012313:  |                  |              |               |                       |                             |                |         |                |                           |            |              |
| 01/13               | 01/31/2013       | 86744        | 437           | LMUD                  | AIRPORT HANGER 8            | 92715 012313   | 1       | 7201-430-81-46 | ELECTRICITY               | 110.80     | 110.80       |
| Total 92715 012313: |                  |              |               |                       |                             |                |         |                |                           |            |              |
| 01/13               | 01/31/2013       | 86744        | 437           | LMUD                  | GOLF COURSE BARN 1 & 3      | 9312 012313    | 1       | 7530-451-52-46 | ELECTRICITY               | 10.00      | 10.00        |
| Total 9312 012313:  |                  |              |               |                       |                             |                |         |                |                           |            |              |
| 01/13               | 01/31/2013       | 86745        | 445           |                       | RETIRE INCENTIVE 2/13       | 011813         | 1       | 7610-2229-001  | EARLY RETIREMENT INCENTIV | 930.00     | 930.00       |
| Total 011813:       |                  |              |               |                       |                             |                |         |                |                           |            |              |
| 01/13               | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | P/W ADMIN LINEN SERVICES 1/ | 250127597      | 1       | 7620-430-10-44 | LINEN SERVICE             | 57.00      | 57.00        |
| Total 250127597:    |                  |              |               |                       |                             |                |         |                |                           |            |              |
| 01/13               | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | GAS DEPT LINEN SERVICES 1/  | 250127599      | 1       | 7401-430-62-44 | LINEN SERVICES            | 53.18      | 53.18        |
| Total 250127599:    |                  |              |               |                       |                             |                |         |                |                           |            |              |
| 01/13               | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | WATER DEPT LINEN SERVICES   | 250127600      | 1       | 7110-430-42-44 | LINEN SERVICE             | 56.08      | 56.08        |
| Total 250127600:    |                  |              |               |                       |                             |                |         |                |                           |            |              |
| 01/13               | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | STREETS LINEN SERVICES 1/0  | 250127601      | 1       | 2007-431-20-44 | LINEN SERVICE             | 6.68       | 6.68         |
| Total 250127601:    |                  |              |               |                       |                             |                |         |                |                           |            |              |
| 01/13               | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | COMM SVCS LINEN SERVICES    | 250127602      | 1       | 1000-452-20-44 | LINEN SERVICES            | 12.83      | 12.83        |
| Total 250127602:    |                  |              |               |                       |                             |                |         |                |                           |            |              |

| GL Period         | Check Issue Date | Check Number | Vendor Number | Payee                 | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title           | Seq Amount | Check Amount |
|-------------------|------------------|--------------|---------------|-----------------------|----------------------------|----------------|---------|----------------|----------------------------|------------|--------------|
| 01/13             | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | PW ADMIN LINEN SERVICES 1/ | 250131407      | 1       | 7620-430-10-44 | LINEN SERVICE              | 64.23      | 64.23        |
| Total 250131407:  |                  |              |               |                       |                            |                |         |                |                            |            |              |
| 01/13             | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | GAS DEPT LINEN SERVICES 1/ | 250131408      | 1       | 7401-430-62-44 | LINEN SERVICES             | 53.18      | 53.18        |
| Total 250131408:  |                  |              |               |                       |                            |                |         |                |                            |            |              |
| 01/13             | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | WATER DEPT LINEN SERVICES  | 250131409      | 1       | 7110-430-42-44 | LINEN SERVICE              | 59.87      | 59.87        |
| Total 250131409:  |                  |              |               |                       |                            |                |         |                |                            |            |              |
| 01/13             | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | STREETS LINEN SERVICES 1/2 | 250131410      | 1       | 2007-431-20-44 | LINEN SERVICE              | 6.68       | 6.68         |
| Total 250131410:  |                  |              |               |                       |                            |                |         |                |                            |            |              |
| 01/13             | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | COMM SVCS LINEN SERVICES   | 250131411      | 1       | 1000-452-20-44 | LINEN SERVICES             | 12.83      | 12.83        |
| 01/13             | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | COMM SVCS LINEN SERVICES   | 250131411      | 2       | 7401-430-62-46 | SUPPLIES-GENERAL           | 53.75      | 53.75        |
| Total 250131411:  |                  |              |               |                       |                            |                |         |                |                            |            |              |
| 01/13             | 01/31/2013       | 86746        | 481           | MISSION LINEN & UNIFO | COMM SVCS LINEN SERVICES   | 250132699      | 1       | 1000-452-20-44 | LINEN SERVICES             | 12.83      | 12.83        |
| Total 250132699:  |                  |              |               |                       |                            |                |         |                |                            |            |              |
| 01/13             | 01/31/2013       | 86747        | 1271          | NOBLES, TIMOTHY R.    | 02/13 GROUND LEASE 706 MAI | 011813         | 1       | 8401-2228-000  | DEPOSITS PAYABLE           | 100.00     | 100.00       |
| Total 011813:     |                  |              |               |                       |                            |                |         |                |                            |            |              |
| 01/13             | 01/31/2013       | 86748        | 546           | PAYLESS BUILDING SUP  | ICE MELT                   | 2448710        | 1       | 1000-452-20-46 | SUPPLIES-GENERAL           | 38.38      | 38.38        |
| Total 2448710:    |                  |              |               |                       |                            |                |         |                |                            |            |              |
| 01/13             | 01/31/2013       | 86749        | 7342          | PEREZ, MADINE         | REFUND GAS DEPOSIT         | 1011942005     | 1       | 7401-2228-000  | DEPOSITS-CUSTOMER          | 191.65     | 191.65       |
| Total 1011942005: |                  |              |               |                       |                            |                |         |                |                            |            |              |
| 01/13             | 01/31/2013       | 86750        | 556           | PITNEY BOWES          | MONTHLY LEASE/RENT POSTA   | 8681181-JA13   | 1       | 1000-417-10-44 | RENT & LEASES EQUIP & VEHI | 249.00     | 249.00       |
| 01/13             | 01/31/2013       | 86750        | 556           | PITNEY BOWES          | MONTHLY LEASE/RENT POSTA   | 8681181-JA13   | 2       | 1000-417-10-44 | MISC - REPAIR & MAINTENANC | 48.00      | 48.00        |

M = Manual Check, V = Void Check

| GL Period           | Check Issue Date | Check Number | Vendor Number | Payee                | Description               | Invoice Number | Inv Seq | GL Account No  | GL Account Title           | Seq Amount | Check Amount |
|---------------------|------------------|--------------|---------------|----------------------|---------------------------|----------------|---------|----------------|----------------------------|------------|--------------|
| Total 8681181-JA13: |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13               | 01/31/2013       | 86751        | 561           |                      | RETIREMENT INCENTIVE 2-13 | 011813         | 1       | 7610-2229-001  | EARLY RETIREMENT INCENTIV  | 930.00     | 930.00       |
| Total 011813:       |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13               | 01/31/2013       | 86752        | 572           | QUILL CORPORATION    | PLY RECEIPT TAPE          | 8633413        | 1       | 1000-415-10-46 | SUPPLIES-GENERAL           | 245.29     | 245.29       |
| Total 8633413:      |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13               | 01/31/2013       | 86753        | 581           | RAY MORGAN CO        | COPY USAGE OVERAGE - FIRE | 372119         | 1       | 1000-422-10-43 | TECHNICAL SVCS             | 186.34     | 186.34       |
| Total 372119:       |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13               | 01/31/2013       | 86754        | 1296          | RENTAL GUYS          | TRAILER DUMP RENTAL G/C   | 486758-5       | 1       | 7530-451-52-44 | RENT & LEASES EQUIP & VEHI | 97.96      | 97.96        |
| Total 486758-5:     |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13               | 01/31/2013       | 86755        | 628           | SCORE                | WORKERS COMP 3RD QTR 1/1  | 1213-142       | 1       | 7630-411-40-42 | WORKERS' COMPENSATION      | 42,998.00  | 42,998.00    |
| Total 1213-142:     |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13               | 01/31/2013       | 86756        | 1379          | SENSIT TECHNOLOGIES  | PURCHASE OF 2 COMBUSTIBL  | 0176807        | 1       | 7401-430-62-47 | MACHINERY & EQUIPMENT      | 4,739.38   | 4,739.38     |
| 01/13               | 01/31/2013       | 86756        | 1379          | SENSIT TECHNOLOGIES  | PURCHASE OF 2 COMBUSTIBL  | 0176807        | 2       | 7401-430-62-47 | MACHINERY & EQUIPMENT      | 112.80     | 112.80       |
| Total 0176807:      |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13               | 01/31/2013       | 86757        | 1076          | SIERRA COFFEE AND BE | P/W WATER SERVICES 1/9/13 | 40260          | 1       | 7620-430-10-46 | SUPPLIES-GENERAL           | 27.40      | 27.40        |
| Total 40260:        |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13               | 01/31/2013       | 86757        | 1076          | SIERRA COFFEE AND BE | WATER SERVICE 1/9/13      | 40261          | 1       | 1000-417-10-46 | SUPPLIES-GENERAL           | 27.40      | 27.40        |
| Total 40261:        |                  |              |               |                      |                           |                |         |                |                            |            |              |
| 01/13               | 01/31/2013       | 86757        | 1076          | SIERRA COFFEE AND BE | WATER SERVICE 1/23/13     | 40314          | 1       | 1000-417-10-46 | SUPPLIES-GENERAL           | 14.50      | 14.50        |

| GL Period          | Check Issue Date | Check Number | Vendor Number | Payee                | Description                   | Invoice Number | Inv Seq | GL Account No  | GL Account Title          | Seq Amount | Check Amount |
|--------------------|------------------|--------------|---------------|----------------------|-------------------------------|----------------|---------|----------------|---------------------------|------------|--------------|
| Total 40314:       |                  |              |               |                      |                               |                |         |                |                           |            |              |
| 01/13              | 01/31/2013       | 86757        | 1076          | SIERRA COFFEE AND BE | PW/WATER SERVICES 1/23/12     | 40315          | 1       | 7620-430-10-46 | SUPPLIES-GENERAL          | 14.50      | 14.50        |
| Total 40315:       |                  |              |               |                      |                               |                |         |                |                           |            |              |
| 01/13              | 01/31/2013       | 86758        | 7339          | SIERRA COLLEGE       | FIRE PREVEN. HERNANDEZ, T     | 012812         | 1       | 1000-422-10-45 | TRAVEL                    | 14.50      | 14.50        |
| Total 012812:      |                  |              |               |                      |                               |                |         |                |                           |            |              |
| 01/13              | 01/31/2013       | 86759        | 673           | SUNRISE ENGINEERING  | STRIKER, MAGIC GLIDE          | 23954          | 1       | 1000-422-10-46 | SUPPLIES-JANITORIAL       | 198.28     | 198.28       |
| Total 23954:       |                  |              |               |                      |                               |                |         |                |                           |            |              |
| 01/13              | 01/31/2013       | 86760        | 1023          | TALLA, PETER M.      | CITY ATTORNEY 1/2/13 - 1/22/1 | 012813         | 1       | 1000-412-10-43 | PROFESSIONAL SVCS         | 2,730.00   | 2,730.00     |
| Total 012813:      |                  |              |               |                      |                               |                |         |                |                           |            |              |
| 01/13              | 01/31/2013       | 86761        | 1304          | THOMAS, ANDREW JAM   | VOLUNTEER SHIFT 1/22/13       | 012413         | 1       | 1000-422-10-43 | VOLUNTEERS                | 25.00      | 25.00        |
| Total 012413:      |                  |              |               |                      |                               |                |         |                |                           |            |              |
| 01/13              | 01/31/2013       | 86762        | 7338          | TOLLEFSON, LAURA     | REFUND GAS OVERPAYMENT        | 10306904107    | 1       | 9999-1001-001  | CASH CLEARING - UTILITIES | 11.70      | 11.70        |
| Total 10306904107: |                  |              |               |                      |                               |                |         |                |                           |            |              |
| 01/13              | 01/31/2013       | 86763        | 713           |                      | RETIRE INCENTIVE 2/13         | 011813         | 1       | 7610-2229-001  | EARLY RETIREMENT INCENTIV | 930.00     | 930.00       |
| Total 011813:      |                  |              |               |                      |                               |                |         |                |                           |            |              |
| 01/13              | 01/31/2013       | 86764        | 722           | TUMA-LUM LUMBER CO   | WOOD GLUE, DRYVALL, PLYW      | 1301-123250    | 1       | 1000-452-21-46 | SUPPLIES-GENERAL          | 214.07     | 214.07       |
| Total 1301-123250: |                  |              |               |                      |                               |                |         |                |                           |            |              |
| 01/13              | 01/31/2013       | 86765        | 728           | U S POSTMASTER       | GAS BILLING POSTAGE           | 013113         | 1       | 7401-430-62-46 | POSTAGE                   | 248.01     | 248.01       |
| 01/13              | 01/31/2013       | 86765        | 728           | U S POSTMASTER       | WATER BILLING POSTAGE         | 013113         | 2       | 7110-430-42-46 | POSTAGE                   | 481.44     | 481.44       |

| GL Period                   | Check Issue Date | Check Number | Vendor Number | Payee                 | Description                | Invoice Number       | Inv Seq | GL Account No  | GL Account Title           | Seq Amount | Check Amount |
|-----------------------------|------------------|--------------|---------------|-----------------------|----------------------------|----------------------|---------|----------------|----------------------------|------------|--------------|
| Total 013113:               |                  |              |               |                       |                            |                      |         |                |                            |            |              |
| 01/13                       | 01/31/2013       | 86766        | 530           | U.S. BANK EQUIPMENT F | PAYMENT #33 OF 48 LOAN #13 | 220354807            | 1       | 7530-2237-002  | US BANK CAPITAL LEASE      | 1,734.55   | 1,734.55     |
| 01/13                       | 01/31/2013       | 86766        | 530           | U.S. BANK EQUIPMENT F | PAYMENT #33 OF 48 LOAN #13 | 220354807            | 2       | 7530-451-50-48 | INTEREST                   | 143.85     | 143.85       |
| 01/13                       | 01/31/2013       | 86766        | 530           | U.S. BANK EQUIPMENT F | PAYMENT #33 OF 48 LOAN #13 | 220354807            | 3       | 7530-451-50-48 | TAXES, FEES, PERMITS & CHA | 154.97     | 154.97       |
| Total 220354807:            |                  |              |               |                       |                            |                      |         |                |                            | 2,033.37   | 2,033.37     |
| 01/13                       | 01/31/2013       | 86767        | 742           | UPS STORE, THE        | GRAINGER POSTAGE           | 82010598239729888342 | 1       | 1000-422-10-46 | POSTAGE                    | 16.70      | 16.70        |
| Total 82010598239729888342: |                  |              |               |                       |                            |                      |         |                |                            | 16.70      | 16.70        |
| 01/13                       | 01/31/2013       | 86768        | 756           | W.W. GRAINGER INC     | FLUORESCENT LAMP, LOCK     | 9044227398           | 1       | 1000-422-10-46 | SUPPLIES-GENERAL           | 766.72     | 766.72       |
| Total 9044227398:           |                  |              |               |                       |                            |                      |         |                |                            | 766.72     | 766.72       |
| 01/13                       | 01/31/2013       | 86768        | 756           | W.W. GRAINGER INC     | LAMP RECYCLING KIT         | 9044227396           | 1       | 1000-422-10-46 | SUPPLIES-GENERAL           | 234.58     | 234.58       |
| Total 9044227396:           |                  |              |               |                       |                            |                      |         |                |                            | 234.58     | 234.58       |
| 01/13                       | 01/31/2013       | 86769        | 758           | WALMART COMMUNITY     | SPONGES, BATTERIES, CLEAN  | 00509                | 1       | 1000-422-10-46 | SUPPLIES-GENERAL           | 6.42       | 6.42         |
| 01/13                       | 01/31/2013       | 86769        | 758           | WALMART COMMUNITY     | SPONGES, BATTERIES, CLEAN  | 00509                | 2       | 1000-422-10-46 | SUPPLIES-JANITORIAL        | 65.31      | 65.31        |
| Total 00509:                |                  |              |               |                       |                            |                      |         |                |                            | 71.73      | 71.73        |
| 01/13                       | 01/31/2013       | 86769        | 758           | WALMART COMMUNITY     | AJAX, BATTERIES            | 01800                | 1       | 1000-422-10-46 | SUPPLIES-JANITORIAL        | 26.64      | 26.64        |
| Total 01800:                |                  |              |               |                       |                            |                      |         |                |                            | 26.64      | 26.64        |
| 01/13                       | 01/31/2013       | 86769        | 758           | WALMART COMMUNITY     | FLOORMAT                   | 03306                | 1       | 1000-422-10-46 | SUPPLIES-GENERAL           | 21.46      | 21.46        |
| Total 03306:                |                  |              |               |                       |                            |                      |         |                |                            | 21.46      | 21.46        |
| 01/13                       | 01/31/2013       | 86769        | 758           | WALMART COMMUNITY     | BATTERIES, PAKING TAPE     | 05849                | 1       | 7620-430-10-46 | SUPPLIES-GENERAL           | 378.48     | 378.48       |
| Total 05849:                |                  |              |               |                       |                            |                      |         |                |                            | 378.48     | 378.48       |
| 01/13                       | 01/31/2013       | 86770        | 770           | WESTERN NEVADA SUP    | CONVERSION KIT             | 65405111             | 1       | 7401-430-62-46 | SUPPLIES-GENERAL           | 23.31      | 23.31        |

| GL Period               | Check Issue Date | Check Number | Vendor Number | Payee              | Description                 | Invoice Number   | Inv Seq | GL Account No  | GL Account Title           | Seq Amount | Check Amount |
|-------------------------|------------------|--------------|---------------|--------------------|-----------------------------|------------------|---------|----------------|----------------------------|------------|--------------|
| Total 65405111:         |                  |              |               |                    |                             |                  |         |                |                            |            |              |
| 01/13                   | 01/31/2013       | 86770        | 770           | WESTERN NEVADA SUP | CHUCK ATTACHMENT            | 65415877         | 1       | 7401-430-62-46 | SUPPLIES-SMALL TOOLS       | 35.37      | 35.37        |
| Total 65415877:         |                  |              |               |                    |                             |                  |         |                |                            |            |              |
| 01/13                   | 01/31/2013       | 86770        | 770           | WESTERN NEVADA SUP | GAS TEFLON, PIPE SEALANT    | 65423083         | 1       | 7401-430-62-46 | SUPPLIES-GENERAL           | 90.79      | 90.79        |
| Total 65423083:         |                  |              |               |                    |                             |                  |         |                |                            |            |              |
| 01/13                   | 01/31/2013       | 86771        | 1198          | WESTWOOD SANITATIO | PORTABLE TOILET - SKYLINE P | 37596            | 1       | 1000-452-20-44 | RENT & LEASES EQUIP & VEHI | 98.66      | 98.66        |
| Total 37596:            |                  |              |               |                    |                             |                  |         |                |                            |            |              |
| 01/13                   | 01/31/2013       | 86772        | 1378          | ZITO MEDIA         | FIRE DEPT CABLE             | 356225062 012713 | 1       | 1000-422-10-45 | COMMUNICATIONS             | 33.26      | 33.26        |
| Total 356225062 012713: |                  |              |               |                    |                             |                  |         |                |                            |            |              |
| Grand Totals:           |                  |              |               |                    |                             |                  |         |                |                            | 79,585.81  | 79,585.81    |

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

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

| GL Period       | Check Issue Date | Check Number | Vendor Number | Payee          | Description                 | Invoice Number | Inv Seq | GL Account No  | GL Account Title | Seq Amount | Check Amount |        |
|-----------------|------------------|--------------|---------------|----------------|-----------------------------|----------------|---------|----------------|------------------|------------|--------------|--------|
| 02/13           | 02/01/2013       | 86773        | 728           | U S POSTMASTER | GAS BILLING POSTAGE, DIFFE  | 020113         | 1       | 7401-430-62-46 | POSTAGE          | 5.29       | 5.29         |        |
| 02/13           | 02/01/2013       | 86773        | 728           | U S POSTMASTER | WATER BILLING POSTAGE, DIF  | 020113         | 2       | 7110-430-42-46 | POSTAGE          | 10.26      | 10.26        |        |
| Total 020113:   |                  |              |               |                |                             |                |         |                |                  |            | 15.55        | 15.55  |
| 02/13           | 02/01/2013       | 86773        | 728           | U S POSTMASTER | 1ST CLASS PRESORT 2/13-2/14 | 02012013       | 1       | 7110-430-42-46 | POSTAGE          | 55.00      | 55.00        |        |
| 02/13           | 02/01/2013       | 86773        | 728           | U S POSTMASTER | 1ST CLASS PRESORT 2/13-2/14 | 02012013       | 2       | 7401-430-62-46 | POSTAGE          | 28.33      | 28.33        |        |
| 02/13           | 02/01/2013       | 86773        | 728           | U S POSTMASTER | 1ST CLASS PRESORT 2/13-2/14 | 02012013       | 3       | 7110-1430-105  | PRE-PAID OTHER   | 77.00      | 77.00        |        |
| 02/13           | 02/01/2013       | 86773        | 728           | U S POSTMASTER | 1ST CLASS PRESORT 2/13-2/14 | 02012013       | 4       | 7401-1430-105  | PRE-PAID OTHER   | 39.67      | 39.67        |        |
| Total 02012013: |                  |              |               |                |                             |                |         |                |                  |            | 200.00       | 200.00 |
| Grand Totals:   |                  |              |               |                |                             |                |         |                |                  |            | 215.55       | 215.55 |

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

| GL Period          | Check Issue Date | Check Number | Vendor Number | Payee               | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title         | Seq Amount | Check Amount |
|--------------------|------------------|--------------|---------------|---------------------|----------------------------|----------------|---------|----------------|--------------------------|------------|--------------|
| 02/13              | 02/06/2013       | 86774        | 6877          | ALTISOURCE SOLUTION | REFUND WATER DEPOSIT       | 10433450014    | 1       | 7110-2228-000  | DEPOSITS-CUSTOMER        | 55.93      | 55.93        |
| Total 10433450014: |                  |              |               |                     |                            |                |         |                |                          |            |              |
| 02/13              | 02/06/2013       | 86775        | 1231          | ASBURY ENVIRONMENT  | USED OIL REMOVAL           | 130411694      | 1       | 7110-430-42-44 | REPAIR AND MAINTENANCE-V | 69.42      | 69.42        |
| 02/13              | 02/06/2013       | 86775        | 1231          | ASBURY ENVIRONMENT  | USED OIL REMOVAL           | 130411694      | 2       | 7401-430-62-44 | REPAIR AND MAINT-VEHICLE | 69.42      | 69.42        |
| 02/13              | 02/06/2013       | 86775        | 1231          | ASBURY ENVIRONMENT  | USED OIL REMOVAL           | 130411694      | 3       | 2007-431-20-44 | REPAIR AND MAINTENANCE-V | 69.42      | 69.42        |
| 02/13              | 02/06/2013       | 86775        | 1231          | ASBURY ENVIRONMENT  | USED OIL REMOVAL           | 130411694      | 4       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 69.41      | 69.41        |
| Total 130411694:   |                  |              |               |                     |                            |                |         |                |                          |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | WAND STRIPING              | 259422         | 1       | 3019-431-20-46 | SUPPLIES GENERAL         | 27.02      | 27.02        |
| Total 259422:      |                  |              |               |                     |                            |                |         |                |                          |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | WAND STRIPING              | 259425         | 1       | 3019-431-20-46 | SUPPLIES GENERAL         | 2.90-      | 2.90-        |
| Total 259425:      |                  |              |               |                     |                            |                |         |                |                          |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | SPRAY GLUE                 | 260971         | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 4.83       | 4.83         |
| Total 260971:      |                  |              |               |                     |                            |                |         |                |                          |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | POSTHOLE DIGGER, BAG SAN   | 261247         | 1       | 3019-431-20-46 | SUPPLIES GENERAL         | 51.26      | 51.26        |
| Total 261247:      |                  |              |               |                     |                            |                |         |                |                          |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | NIPPLE, REDUCER            | 261346         | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 5.10       | 5.10         |
| Total 261346:      |                  |              |               |                     |                            |                |         |                |                          |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | TORCH KIT, CYLINDER, PROPA | 261853         | 1       | 7110-430-42-46 | SUPPLIES-SMALL TOOLS     | 137.99     | 137.99       |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | TORCH KIT, CYLINDER, PROPA | 261853         | 2       | 7110-430-42-46 | SUPPLIES-GENERAL         | 68.96      | 68.96        |

M = Manual Check, V = Void Check

| GL Period          | Check Issue Date | Check Number | Vendor Number | Payee               | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title          | Seq Amount | Check Amount |
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| Total 261853:      |                  |              |               |                     |                            |                |         |                |                           |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | FLAT STOCK, WIRE           | 261876         | 1       | 7620-430-10-44 | REPAIR AND MAINTENANCE-F  | 16.57      | 16.57        |
| Total 261876:      |                  |              |               |                     |                            |                |         |                |                           |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | HOSE FUEL LINE             | 262024         | 1       | 7401-430-62-44 | REPAIR AND MAINTENANCE-MI | 1.92       | 1.92         |
| Total 262024:      |                  |              |               |                     |                            |                |         |                |                           |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | UTIL KNIFE, STAKES         | 262298         | 1       | 7110-430-42-46 | SUPPLIES-GENERAL          | 13.81      | 13.81        |
| Total 262298:      |                  |              |               |                     |                            |                |         |                |                           |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | HEPA FILTER RETURN         | 262399         | 1       | 7110-430-42-46 | SUPPLIES-SMALL TOOLS      | 40.62-     | 40.62-       |
| Total 262399:      |                  |              |               |                     |                            |                |         |                |                           |            |              |
| 02/13              | 02/06/2013       | 86776        | 76            | BILLINGTON ACE HARD | WRENCH, BIT                | 262505         | 1       | 7401-430-62-46 | SUPPLIES-SMALL TOOLS      | 23.66      | 23.66        |
| Total 262505:      |                  |              |               |                     |                            |                |         |                |                           |            |              |
| 02/13              | 02/06/2013       | 86777        | 121           | CD DATA             | 3/13 - 2/14 RENEWAL PARCEL | 3263-1-2013    | 1       | 1000-424-20-48 | DUES AND MEMBERSHIPS      | 88.20      | 88.20        |
| 02/13              | 02/06/2013       | 86777        | 121           | CD DATA             | 3/13 - 2/14 RENEWAL PARCEL | 3263-1-2013    | 2       | 1000-1430-105  | PREPAID - OTHER           | 176.40     | 176.40       |
| 02/13              | 02/06/2013       | 86777        | 121           | CD DATA             | 3/13 - 2/14 RENEWAL PARCEL | 3263-1-2013    | 3       | 1000-419-10-48 | DUES AND MEMBERSHIPS      | 88.20      | 88.20        |
| 02/13              | 02/06/2013       | 86777        | 121           | CD DATA             | 3/13 - 2/14 RENEWAL PARCEL | 3263-1-2013    | 4       | 1000-1430-105  | PREPAID - OTHER           | 176.40     | 176.40       |
| 02/13              | 02/06/2013       | 86777        | 121           | CD DATA             | 3/13 - 2/14 RENEWAL PARCEL | 3263-1-2013    | 5       | 1000-425-20-48 | DUES AND MEMBERSHIPS      | 88.20      | 88.20        |
| 02/13              | 02/06/2013       | 86777        | 121           | CD DATA             | 3/13 - 2/14 RENEWAL PARCEL | 3263-1-2013    | 6       | 1000-1430-105  | PREPAID - OTHER           | 176.40     | 176.40       |
| 02/13              | 02/06/2013       | 86777        | 121           | CD DATA             | 3/13 - 2/14 RENEWAL PARCEL | 3263-1-2013    | 7       | 1000-413-20-48 | DUES AND MEMBERSHIPS      | 88.20      | 88.20        |
| 02/13              | 02/06/2013       | 86777        | 121           | CD DATA             | 3/13 - 2/14 RENEWAL PARCEL | 3263-1-2013    | 8       | 1000-1430-105  | PREPAID - OTHER           | 176.40     | 176.40       |
| Total 3263-1-2013: |                  |              |               |                     |                            |                |         |                |                           |            |              |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS | CHAINS, FREIGHT            | 2740-227236    | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE  | 1,330.00   | 1,330.00     |
| Total 2740-227236: |                  |              |               |                     |                            |                |         |                |                           |            |              |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS | HYD HOSE, MEGACRIMP        | 2740-227401    | 1       | 7110-430-42-44 | REPAIR AND MAINTENANCE-V  | 10.26      | 10.26        |

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| GL Period          | Check Issue Date | Check Number | Vendor Number | Payee                | Description              | Invoice Number | Inv Seq | GL Account No  | GL Account Title          | Seq Amount | Check Amount |        |
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| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | HYD HOSE, MEGACRIMP      | 2740-227401    | 2       | 7401-430-62-44 | REPAIR AND MAINT-VEHICLE  | 10.26      | 10.26        |        |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | HYD HOSE, MEGACRIMP      | 2740-227401    | 3       | 2007-431-20-44 | REPAIR AND MAINTENANCE-V  | 10.26      | 10.26        |        |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | HYD HOSE, MEGACRIMP      | 2740-227401    | 4       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE  | 10.26      | 10.26        |        |
| Total 2740-227401: |                  |              |               |                      |                          |                |         |                |                           |            | 41.04        | 41.04  |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | OIL                      | 2740-227402    | 1       | 7110-430-42-44 | REPAIR AND MAINTENANCE-V  | 3.49       | 3.49         |        |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | OIL                      | 2740-227402    | 2       | 7401-430-62-44 | REPAIR AND MAINT-VEHICLE  | 3.49       | 3.49         |        |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | OIL                      | 2740-227402    | 3       | 2007-431-20-44 | REPAIR AND MAINTENANCE-V  | 3.49       | 3.49         |        |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | OIL                      | 2740-227402    | 4       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE  | 3.49       | 3.49         |        |
| Total 2740-227402: |                  |              |               |                      |                          |                |         |                |                           |            | 13.96        | 13.96  |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | BLOCK HEATER, FREIGHT    | 2740-227679    | 1       | 7401-430-62-44 | REPAIR AND MAINT-VEHICLE  | 96.13      | 96.13        |        |
| Total 2740-227679: |                  |              |               |                      |                          |                |         |                |                           |            | 96.13        | 96.13  |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | SEAT CUSHION             | 2740-228316    | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE  | 21.49      | 21.49        |        |
| Total 2740-228316: |                  |              |               |                      |                          |                |         |                |                           |            | 21.49        | 21.49  |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | FLASHLIGHT               | 2740-228318    | 1       | 7620-430-10-46 | SUPPLIES-SMALL TOOLS      | 10.74      | 10.74        |        |
| Total 2740-228318: |                  |              |               |                      |                          |                |         |                |                           |            | 10.74        | 10.74  |
| 02/13              | 02/06/2013       | 86778        | 161           | O'REILLY AUTO PARTS  | THERMOSTAT               | 2740-228668    | 1       | 7401-430-62-44 | REPAIR AND MAINT-VEHICLE  | 19.75      | 19.75        |        |
| Total 2740-228668: |                  |              |               |                      |                          |                |         |                |                           |            | 19.75        | 19.75  |
| 02/13              | 02/06/2013       | 86779        | 167           | DALGAR ELECTRICAL SU | WIRE NUTS                | 3490           | 1       | 7620-430-10-44 | REPAIR AND MAINTENANCE-F  | 17.74      | 17.74        |        |
| Total 3490:        |                  |              |               |                      |                          |                |         |                |                           |            | 17.74        | 17.74  |
| 02/13              | 02/06/2013       | 86780        | 1137          | DELTA ENGINEERING SV | LIS. MNGR AUTODESK HOFFM | 10338          | 1       | 7620-430-10-43 | TECHNICAL SVCS            | 375.00     | 375.00       |        |
| Total 10338:       |                  |              |               |                      |                          |                |         |                |                           |            | 375.00       | 375.00 |
| 02/13              | 02/06/2013       | 86781        | 194           | DIAMOND SAW SHOP IN  | SAW PARTS                | 11301          | 1       | 2007-431-20-44 | REPAIR AND MAINTENANCE-MI | 41.71      | 41.71        |        |

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| Total 11301:   |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 02/13          | 02/06/2013       | 86781        | 194           | DIAMOND SAW SHOP IN  | FUEL LINE                  | 11308          | 1       | 7401-430-62-44 | REPAIR AND MAINTENANCE-MI  | 3.76       | 3.76         |
| Total 11308:   |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 02/13          | 02/06/2013       | 86782        | 219           | ED STAUB & SONS PETR | 433.71 GAL PROPANE AIRPOR  | 1179436        | 1       | 7201-430-81-46 | PROPANE                    | 925.13     | 925.13       |
| Total 1179436: |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 02/13          | 02/06/2013       | 86783        | 1033          | FGL ENVIRONMENTAL    | WEEKLY WATER SAMPLING      | 370564A        | 1       | 7110-430-42-43 | TECHNICAL SVCS             | 125.00     | 125.00       |
| Total 370564A: |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 02/13          | 02/06/2013       | 86784        | 257           | FOREST OFFICE EQUIP  | COPIES - KYOCERA COPIER 7/ | CC4099         | 1       | 7620-430-10-44 | RENT & LEASE EQUIP & VEHIC | 758.58     | 758.58       |
| Total CC4099:  |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 02/13          | 02/06/2013       | 86785        | 1230          | GENESIS LAMP CORPOR  | SHOP LIGHTS REPLACEMENTS   | 45138          | 1       | 7201-430-81-44 | REPAIR AND MAINTENANCE-F   | 465.42     | 465.42       |
| Total 45138:   |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 02/13          | 02/06/2013       | 86786        | 5464          | HOPKINS, JEFF        | TR EX CHICO 02/10/13       | 020613         | 1       | 1000-421-10-45 | TRAINING                   | 161.00     | 161.00       |
| Total 020613:  |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 02/13          | 02/06/2013       | 86787        | 335           | J.W. WOOD CO INC     | BLACK TEES                 | S060608        | 1       | 7401-430-62-46 | SUPPLIES-GENERAL           | 6.18       | 6.18         |
| Total S060608: |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 02/13          | 02/06/2013       | 86788        | 362           | KAUFFMAN, B          | CLEANING SVCS PUBLIC WOR   | 013113         | 1       | 1000-417-10-44 | CUSTODIAL                  | 650.00     | 650.00       |
| Total 013113:  |                  |              |               |                      |                            |                |         |                |                            |            |              |
| 02/13          | 02/06/2013       | 86788        | 362           | KAUFFMAN, B          | CLEANING SVCS PUBLIC WOR   | 514766         | 1       | 7620-430-10-44 | CUSTODIAL                  | 220.00     | 220.00       |
| Total 514766:  |                  |              |               |                      |                            |                |         |                |                            |            |              |

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee               | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title         | Seq Amount    | Check Amount |
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| 02/13     | 02/06/2013       | 86789        | 7346          | LAHONTAN REGIONAL W | APP FEE CASINO SIDEWALK P  | 012813         | 1       | 2007-431-24-47 | IMPROVEMENT OTHER THAN B | 640.00        | 640.00       |
|           |                  |              |               |                     |                            |                |         |                |                          | 640.00        | 640.00       |
|           |                  |              |               |                     |                            |                |         |                |                          | Total 012813: |              |
| 02/13     | 02/06/2013       | 86790        | 7345          | LASSEN LIFE SKILLS  | VALENTINE DINNER DONATTION | 013013         | 1       | 1000-422-29-46 | SUPPLIES - PROMOTIONAL   | 100.00        | 100.00       |
|           |                  |              |               |                     |                            |                |         |                |                          | 100.00        | 100.00       |
|           |                  |              |               |                     |                            |                |         |                |                          | Total 013013: |              |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | HYD OIL                    | 165806         | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 57.71         | 57.71        |
|           |                  |              |               |                     |                            |                |         |                |                          | 57.71         | 57.71        |
|           |                  |              |               |                     |                            |                |         |                |                          | Total 165806: |              |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | AIR BRAKE                  | 166014         | 1       | 7110-430-42-44 | REPAIR AND MAINTENANCE-V | 2.39          | 2.39         |
|           |                  |              |               |                     |                            |                |         |                |                          | 2.39          | 2.39         |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | AIR BRAKE                  | 166014         | 2       | 7401-430-62-44 | REPAIR AND MAINT-VEHICLE | 2.39          | 2.39         |
|           |                  |              |               |                     |                            |                |         |                |                          | 2.39          | 2.39         |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | AIR BRAKE                  | 166014         | 3       | 2007-431-20-44 | REPAIR AND MAINTENANCE-V | 2.39          | 2.39         |
|           |                  |              |               |                     |                            |                |         |                |                          | 2.39          | 2.39         |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | AIR BRAKE                  | 166014         | 4       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 2.39          | 2.39         |
|           |                  |              |               |                     |                            |                |         |                |                          | 2.39          | 2.39         |
|           |                  |              |               |                     |                            |                |         |                |                          | Total 166014: |              |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | MAGNETIC HEATER            | 166034         | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 53.63         | 53.63        |
|           |                  |              |               |                     |                            |                |         |                |                          | 53.63         | 53.63        |
|           |                  |              |               |                     |                            |                |         |                |                          | Total 166034: |              |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | TAPE                       | 166423         | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 5.57          | 5.57         |
|           |                  |              |               |                     |                            |                |         |                |                          | 5.57          | 5.57         |
|           |                  |              |               |                     |                            |                |         |                |                          | Total 166423: |              |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | GLASS CLEAN                | 166456         | 1       | 7620-430-10-46 | SUPPLIES-GENERAL         | 6.43          | 6.43         |
|           |                  |              |               |                     |                            |                |         |                |                          | 6.43          | 6.43         |
|           |                  |              |               |                     |                            |                |         |                |                          | Total 166456: |              |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | ROSIN CORE TIP CLEANER     | 166581         | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 8.26          | 8.26         |
|           |                  |              |               |                     |                            |                |         |                |                          | 8.26          | 8.26         |
|           |                  |              |               |                     |                            |                |         |                |                          | Total 166581: |              |
| 02/13     | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS  | BUZZER                     | 166858         | 1       | 2012-465-32-44 | REPAIR AND MAINTENANCE-V | 25.79         | 25.79        |
|           |                  |              |               |                     |                            |                |         |                |                          | 25.79         | 25.79        |
|           |                  |              |               |                     |                            |                |         |                |                          | Total 166858: |              |
|           |                  |              |               |                     |                            |                |         |                |                          | 25.79         | 25.79        |

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| 02/13                | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS | AIR BRAKE TUBING, FITTING | 166888         | 1       | 2012-465-32-44 | REPAIR AND MAINTENANCE-V | 10.60      | 10.60        |
| Total 166888:        |                  |              |               |                    |                           |                |         |                |                          |            |              |
| 02/13                | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS | OIL AND AIR FILTER        | 167191         | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 65.22      | 65.22        |
| Total 167191:        |                  |              |               |                    |                           |                |         |                |                          |            |              |
| 02/13                | 02/06/2013       | 86791        | 411           | LASSEN MOTOR PARTS | HYD OIL                   | 167207         | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 57.71      | 57.71        |
| Total 167207:        |                  |              |               |                    |                           |                |         |                |                          |            |              |
| 02/13                | 02/06/2013       | 86792        | 413           | LASSEN TIRE        | 4 BALDISMOUNT/MOUNT #30   | 44252          | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE | 665.34     | 665.34       |
| Total 44252:         |                  |              |               |                    |                           |                |         |                |                          |            |              |
| 02/13                | 02/06/2013       | 86793        | 427           | LESLIE'S JEWELRY   | GAVEL PLAQUE/FIRE DEPT    | 20124          | 1       | 1000-422-29-46 | SOCIAL EVENTS            | 139.75     | 139.75       |
| Total 20124:         |                  |              |               |                    |                           |                |         |                |                          |            |              |
| 02/13                | 02/06/2013       | 86794        | 437           | LMUD               | LASSEN COLLEGE WELL #5    | 120270 012913  | 1       | 7110-430-42-46 | ELECTRICITY              | 91.17      | 91.17        |
| Total 120270 012913: |                  |              |               |                    |                           |                |         |                |                          |            |              |
| 02/13                | 02/06/2013       | 86794        | 437           | LMUD               | SOUTH ST - PUBLIC WORKS O | 14590 012913   | 1       | 7620-430-10-46 | ELECTRICITY              | 740.15     | 740.15       |
| Total 14590 012913:  |                  |              |               |                    |                           |                |         |                |                          |            |              |
| 02/13                | 02/06/2013       | 86794        | 437           | LMUD               | CADY SPRINGS              | 26784 012913   | 1       | 7110-430-42-46 | ELECTRICITY              | 32.46      | 32.46        |
| Total 26784 012913:  |                  |              |               |                    |                           |                |         |                |                          |            |              |
| 02/13                | 02/06/2013       | 86794        | 437           | LMUD               | RICHMOND RD BRIDGE        | 35094 012913   | 1       | 2007-431-60-46 | ELECTRICITY              | 222.47     | 222.47       |
| Total 35094 012913:  |                  |              |               |                    |                           |                |         |                |                          |            |              |
| 02/13                | 02/06/2013       | 86794        | 437           | LMUD               | 720 SOUTH ST TANK         | 38646 012913   | 1       | 7620-430-10-46 | ELECTRICITY              | 90.63      | 90.63        |

| GL Period           | Check Issue Date | Check Number | Vendor Number | Payee                 | Description                 | Invoice Number | Inv Seq | GL Account No  | GL Account Title | Seq Amount | Check Amount |
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| Total 38646 012913: |                  |              |               |                       |                             |                |         |                |                  | 90.63      | 90.63        |
| 02/13               | 02/06/2013       | 86794        | 437           | LMUD                  | SPRING RIDGE BOOSTER        | 55754 012913   | 1       | 7110-430-42-46 | ELECTRICITY      | 241.89     | 241.89       |
| Total 55754 012913: |                  |              |               |                       |                             |                |         |                |                  | 241.89     | 241.89       |
| 02/13               | 02/06/2013       | 86794        | 437           | LMUD                  | GEO THERMAL PUMP #2         | 9503 012913    | 1       | 7301-430-52-46 | ELECTRICITY      | 101.60     | 101.60       |
| Total 9503 012913:  |                  |              |               |                       |                             |                |         |                |                  | 101.60     | 101.60       |
| 02/13               | 02/06/2013       | 86794        | 437           | LMUD                  | GEO THERMAL HOSPITAL LANE   | 9963 012913    | 1       | 7301-430-52-46 | ELECTRICITY      | 11.22      | 11.22        |
| Total 9963 012913:  |                  |              |               |                       |                             |                |         |                |                  | 11.22      | 11.22        |
| 02/13               | 02/06/2013       | 86795        | 452           | MARTIN SECURITY SYST  | MONTHLY MONITORING CHAR     | 021302         | 1       | 7620-430-10-43 | TECHNICAL SVCS   | 53.00      | 53.00        |
| Total 021302:       |                  |              |               |                       |                             |                |         |                |                  | 53.00      | 53.00        |
| 02/13               | 02/06/2013       | 86796        | 481           | MISSION LINEN & UNIFO | P/W ADMIN LINEN SERVICES 1/ | 250132695      | 1       | 7620-430-10-44 | LINEN SERVICE    | 57.00      | 57.00        |
| Total 250132695:    |                  |              |               |                       |                             |                |         |                |                  | 57.00      | 57.00        |
| 02/13               | 02/06/2013       | 86796        | 481           | MISSION LINEN & UNIFO | GAS DEPT LINEN SERVICES 1/  | 250132696      | 1       | 7401-430-62-44 | LINEN SERVICES   | 53.18      | 53.18        |
| Total 250132696:    |                  |              |               |                       |                             |                |         |                |                  | 53.18      | 53.18        |
| 02/13               | 02/06/2013       | 86796        | 481           | MISSION LINEN & UNIFO | WATER DEPT LINEN SERVICES   | 250132697      | 1       | 7110-430-42-44 | LINEN SERVICE    | 56.08      | 56.08        |
| Total 250132697:    |                  |              |               |                       |                             |                |         |                |                  | 56.08      | 56.08        |
| 02/13               | 02/06/2013       | 86796        | 481           | MISSION LINEN & UNIFO | STREETS LINEN SERVICES 1/2  | 250132698      | 1       | 2007-431-20-44 | LINEN SERVICE    | 6.68       | 6.68         |
| Total 250132698:    |                  |              |               |                       |                             |                |         |                |                  | 6.68       | 6.68         |
| 02/13               | 02/06/2013       | 86796        | 481           | MISSION LINEN & UNIFO | COMM SVCS LINEN SERVICES    | 250133952      | 1       | 7620-430-10-44 | LINEN SERVICE    | 58.91      | 58.91        |
| Total 250133952:    |                  |              |               |                       |                             |                |         |                |                  | 58.91      | 58.91        |

M = Manual Check, V = Void Check

| GL Period        | Check Issue Date | Check Number | Vendor Number | Payee                 | Description                  | Invoice Number | Inv Seq | GL Account No  | GL Account Title           | Seq Amount | Check Amount |
|------------------|------------------|--------------|---------------|-----------------------|------------------------------|----------------|---------|----------------|----------------------------|------------|--------------|
| 02/13            | 02/06/2013       | 86796        | 481           | MISSION LINEN & UNIFO | GAS DEPT LINEN SERVICES 2/   | 250133953      | 1       | 7401-430-62-44 | LINEN SERVICES             | 68.93      | 68.93        |
| Total 250133953: |                  |              |               |                       |                              |                |         |                |                            |            |              |
| 02/13            | 02/06/2013       | 86796        | 481           | MISSION LINEN & UNIFO | WATER DEPT LINEN SERVICES    | 250133954      | 1       | 7110-430-42-44 | LINEN SERVICE              | 56.08      | 56.08        |
| Total 250133954: |                  |              |               |                       |                              |                |         |                |                            |            |              |
| 02/13            | 02/06/2013       | 86796        | 481           | MISSION LINEN & UNIFO | STREETS LINEN SERVICES 2/0   | 250133955      | 1       | 2007-431-20-44 | LINEN SERVICE              | 6.68       | 6.68         |
| Total 250133955: |                  |              |               |                       |                              |                |         |                |                            |            |              |
| 02/13            | 02/06/2013       | 86797        | 1099          | MONSEN ENGINEERING    | REBAR, SURVEY CAPS, MARKE    | 486384         | 1       | 3019-431-20-46 | SUPPLIES GENERAL           | 87.20      | 87.20        |
| Total 486384:    |                  |              |               |                       |                              |                |         |                |                            |            |              |
| 02/13            | 02/06/2013       | 86798        | 488           | MORNING GLORY         | FILTER COFFEE                | 326006         | 1       | 1000-422-29-46 | FOOD                       | 14.30      | 14.30        |
| Total 326006:    |                  |              |               |                       |                              |                |         |                |                            |            |              |
| 02/13            | 02/06/2013       | 86799        | 1300          | MYERS, LEON           | 2ND PLACE                    | 013013         | 1       | 1000-422-29-46 | SUPPLIES - PROMOTIONAL     | 30.00      | 30.00        |
| Total 013013:    |                  |              |               |                       |                              |                |         |                |                            |            |              |
| 02/13            | 02/06/2013       | 86799        | 1300          | MYERS, LEON           | VOLUNTEER SHIFT 1/28-1/30    | 013113         | 1       | 1000-422-10-43 | VOLUNTEERS                 | 50.00      | 50.00        |
| Total 013113:    |                  |              |               |                       |                              |                |         |                |                            |            |              |
| 02/13            | 02/06/2013       | 86800        | 1287          | MYERS-STEVENSON & TOO | VOL FIRE FIGHTERS LIFE INS 1 | 1049445        | 1       | 1000-422-29-48 | TAXES, FEES, PERMITS & CHA | 74.00      | 74.00        |
| Total 1049445:   |                  |              |               |                       |                              |                |         |                |                            |            |              |
| 02/13            | 02/06/2013       | 86801        | 572           | QUILL CORPORATION     | COLOR PAPER, POST ITS        | 8644523        | 1       | 8404-430-10-46 | SUPPLIES-GENERAL           | 34.87      | 34.87        |
| Total 8644523:   |                  |              |               |                       |                              |                |         |                |                            |            |              |
| 02/13            | 02/06/2013       | 86802        | 1134          | ROBERTS COMPANY INC   | PLAQUE WITH CREST            | 2670388        | 1       | 1000-422-29-46 | SOCIAL EVENTS              | 297.50     | 297.50       |

| GL Period       | Check Issue Date | Check Number | Vendor Number | Payee               | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title           | Seq Amount | Check Amount |
|-----------------|------------------|--------------|---------------|---------------------|----------------------------|----------------|---------|----------------|----------------------------|------------|--------------|
| Total 267038B:  |                  |              |               |                     |                            |                |         |                |                            |            |              |
| 02/13           | 02/06/2013       | 86803        | 1382          | SONSRAY MACHINERY L | GLASS                      | 400514         | 1       | 2006-431-25-44 | REPAIR & MAINT - VEHICLE   | 259.07     | 259.07       |
| Total 400514:   |                  |              |               |                     |                            |                |         |                |                            |            |              |
| 02/13           | 02/06/2013       | 86804        | 1381          | SUSANVILLE EXPLORER | REIM EXPLORER YEARLY CHA   | 013013         | 1       | 1000-422-29-48 | TAXES, FEES, PERMITS & CHA | 220.00     | 220.00       |
| Total 013013:   |                  |              |               |                     |                            |                |         |                |                            |            |              |
| 02/13           | 02/06/2013       | 86804        | 1381          | SUSANVILLE EXPLORER | REIM EXPLORERS ACCIDENT I  | 01302013       | 1       | 1000-422-29-48 | TAXES, FEES, PERMITS & CHA | 21.00      | 21.00        |
| Total 01302013: |                  |              |               |                     |                            |                |         |                |                            |            |              |
| 02/13           | 02/06/2013       | 86805        | 7095          | SUSANVILLE FORD     | CABLE A                    | 16085          | 1       | 7110-430-42-44 | REPAIR AND MAINTENANCE-V   | 120.42     | 120.42       |
| Total 16085:    |                  |              |               |                     |                            |                |         |                |                            |            |              |
| 02/13           | 02/06/2013       | 86806        | 1002          | SUSANVILLE VOLUNTEE | REIM FOR FFOY AWARD        | 013013         | 1       | 1000-422-29-46 | SUPPLIES - PROMOTIONAL     | 261.24     | 261.24       |
| Total 013013:   |                  |              |               |                     |                            |                |         |                |                            |            |              |
| 02/13           | 02/06/2013       | 86806        | 1002          | SUSANVILLE VOLUNTEE | REIM DONATION MEMORY CAR   | 01302013       | 1       | 1000-422-29-46 | SUPPLIES - PROMOTIONAL     | 100.00     | 100.00       |
| Total 01302013: |                  |              |               |                     |                            |                |         |                |                            |            |              |
| 02/13           | 02/06/2013       | 86806        | 1002          | SUSANVILLE VOLUNTEE | REIM FOR GIFT FROM FFOY DI | 020413         | 1       | 1000-422-29-46 | SOCIAL EVENTS              | 270.60     | 270.60       |
| Total 020413:   |                  |              |               |                     |                            |                |         |                |                            |            |              |
| 02/13           | 02/06/2013       | 86806        | 1002          | SUSANVILLE VOLUNTEE | REIM FOR 33 UNIFORMS       | 111312         | 1       | 1000-422-29-46 | SUPPLIES - UNIFORMS        | 3,695.04   | 3,695.04     |
| Total 111312:   |                  |              |               |                     |                            |                |         |                |                            |            |              |
| 02/13           | 02/06/2013       | 86808        | 1245          | TAYLORMADE GOLF     | GOLF CLUB                  | 18178164       | 1       | 7530-451-52-46 | SUPPLIES-GENERAL           | 94.81      | 94.81        |
| Total 18178164: |                  |              |               |                     |                            |                |         |                |                            |            |              |

| GL Period       | Check Issue Date | Check Number | Vendor Number | Payee              | Description                  | Invoice Number | Inv Seq | GL Account No  | GL Account Title | Seq Amount | Check Amount |
|-----------------|------------------|--------------|---------------|--------------------|------------------------------|----------------|---------|----------------|------------------|------------|--------------|
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | PRESSURE SWITCH              | 65427327       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 36.99      | 36.99        |
| Total 65427327: |                  |              |               |                    |                              |                |         |                |                  |            |              |
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | INGNITION CONVERSION KIT     | 65427519       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 206.43     | 206.43       |
| Total 65427519: |                  |              |               |                    |                              |                |         |                |                  |            |              |
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | THERMOSTAT                   | 65429072       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 245.01     | 245.01       |
| Total 65429072: |                  |              |               |                    |                              |                |         |                |                  |            |              |
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | WATER HEATER                 | 65433487       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 419.25     | 419.25       |
| Total 65433487: |                  |              |               |                    |                              |                |         |                |                  |            |              |
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | FLEX LINES, STRAP, TANK, PIP | 65434051       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 134.15     | 134.15       |
| Total 65434051: |                  |              |               |                    |                              |                |         |                |                  |            |              |
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | TEFLON TAPE, CHANNEL         | 65434495       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 36.94      | 36.94        |
| Total 65434495: |                  |              |               |                    |                              |                |         |                |                  |            |              |
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | TUBING CLAMPS                | 65435103       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 6.25       | 6.25         |
| Total 65435103: |                  |              |               |                    |                              |                |         |                |                  |            |              |
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | TUBING, BUSHING, ADAPTER     | 65436163       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 597.28     | 597.28       |
| Total 65436163: |                  |              |               |                    |                              |                |         |                |                  |            |              |
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | PIPE                         | 65436613       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 111.52     | 111.52       |
| Total 65436613: |                  |              |               |                    |                              |                |         |                |                  |            |              |
| 02/13           | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | RED TEE, PIPE STRAPS         | 65436618       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 15.63      | 15.63        |

M = Manual Check, V = Void Check

| GL Period         | Check Issue Date | Check Number | Vendor Number | Payee              | Description                | Invoice Number | Inv Seq | GL Account No  | GL Account Title | Seq Amount | Check Amount |
|-------------------|------------------|--------------|---------------|--------------------|----------------------------|----------------|---------|----------------|------------------|------------|--------------|
| Total 65436618:   |                  |              |               |                    |                            |                |         |                |                  |            |              |
| 02/13             | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | PIPE SEALANTS              | 65437567       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 82.04      | 82.04        |
| Total 65437567:   |                  |              |               |                    |                            |                |         |                |                  |            |              |
| 02/13             | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | TUBING, BUSHING, ADAPTER   | 65438026       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 100.54     | 100.54       |
| Total 65438026:   |                  |              |               |                    |                            |                |         |                |                  |            |              |
| 02/13             | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | FURN PIPES                 | 65438522       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 10.00      | 10.00        |
| Total 65438522:   |                  |              |               |                    |                            |                |         |                |                  |            |              |
| 02/13             | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | RELIEF VALVE               | 65439909       | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 16.01      | 16.01        |
| Total 65439909:   |                  |              |               |                    |                            |                |         |                |                  |            |              |
| 02/13             | 02/06/2013       | 86807        | 770           | WESTERN NEVADA SUP | TUBING, BUSHING, ADAPTER R | CM65436163     | 1       | 7401-430-62-46 | SUPPLIES-GENERAL | 597.28-    | 597.28-      |
| Total CM65436163: |                  |              |               |                    |                            |                |         |                |                  |            |              |
| Grand Totals:     |                  |              |               |                    |                            |                |         |                |                  | 17,826.74  | 17,826.74    |

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

M = Manual Check, V = Void Check

Report Criteria:

Report type: Summary  
Check.Check number = 86808  
Check.Voided = No

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| GL Period     | Check Issue Date | Check Number | Vendor Number | Payee           | Amount |
|---------------|------------------|--------------|---------------|-----------------|--------|
| 02/13         | 02/06/2013       | 86808        | 1245          | TAYLORMADE GOLF | 94.81  |
| Grand Totals: |                  |              |               |                 | 94.81  |

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Report Criteria:

Transmittal checks included

| Pay Period Date | Journal Code | Check Issue Date | Check Number | Payee                 | Payee ID | GL Account  | Amount            |
|-----------------|--------------|------------------|--------------|-----------------------|----------|-------------|-------------------|
| 02/01/2013      | CDPT         | 02/07/2013       | 213          | CITY OF SUSANVILLE PA | 1        | 7650-2203-1 | 5,839.56-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 213          | CITY OF SUSANVILLE PA | 1        | 7650-2203-1 | 5,839.56-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 213          | CITY OF SUSANVILLE PA | 1        | 7650-2203-1 | 1,858.84-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 213          | CITY OF SUSANVILLE PA | 1        | 7650-2203-1 | 1,858.84-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 213          | CITY OF SUSANVILLE PA | 1        | 7650-2203-1 | 14,117.72-        |
| 02/01/2013      | CDPT         | 02/07/2013       | 86811        | CA STATE DISBURSEME   | 26       | 7650-2203-0 | 184.61-           |
| 02/01/2013      | CDPT         | 02/07/2013       | 86812        | CA STATE DISBURSEME   | 36       | 7650-2203-0 | 330.92-           |
| 02/01/2013      | CDPT         | 02/07/2013       | 86813        | CA STATE DISBURSEME   | 37       | 7650-2203-0 | 376.15-           |
| 02/01/2013      | CDPT         | 02/07/2013       | 86814        | EMPLOYMENT DEV DEP    | 7        | 7650-2203-1 | 1,243.47-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 86815        | EMPLOYMENT DEV. DEP   | 6        | 7650-2203-1 | 4,336.33-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 86816        | NATIONWIDE RETIREME   | 5        | 7650-2203-0 | 125.00-           |
| 02/01/2013      | CDPT         | 02/07/2013       | 86817        | VALIC                 | 4        | 7650-2203-0 | 2,427.05-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 15,785.76-        |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 12,736.70-        |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 5,897.62-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 202.77-           |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 158.45-           |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 146.18-           |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 16.00-            |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 4,831.28-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 1,274.52-         |
| 02/01/2013      | CDPT         | 02/07/2013       | 86818        | P.E.R.S.              | 8        | 7650-2203-1 | 2,835.48-         |
| Grand Totals:   |              |                  | <u>22</u>    |                       |          |             | <u>82,422.81-</u> |

Reviewed by: ~~\_\_\_\_~~ City Administrator  
~~\_\_\_\_~~ City Attorney

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

**Submitted by:** Craig C. Platt, Public Works Director

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Approval of **Resolution Number 13-4922** assigning the Airport Hangar Land Lease Agreement, Lot #26 from Ken Barker to Kathy Barker

**PRESENTED BY:** Craig C. Platt, Public Works Director

**SUMMARY:** Ken Barker, owner of the hangar on Lot #26, passed away and his wife, Kathy Barker is now the owner. At this time the lease agreement needs to reflect this change.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Resolution Number 13-4922 assigning the Airport Hangar Land Lease Agreement, Lot #29 from Ken Barker to Kathy Barker

**ATTACHMENTS:** Airport Hangar Land Lease Agreement, Lot #29

## AIRPORT HANGAR LAND LEASE AGREEMENT

### HANGAR OWNED BY LESSEE

THIS LEASE, made this 1st day of July, 2005, between the CITY OF SUSANVILLE, a municipal corporation, organized and existing under the laws of the State of California, hereinafter referred to as "Lessor", and Ken Barker, address: P.O. Box 765, Susanville, CA 96130, County of Lassen, State of California, hereinafter referred to as "Lessee", on the following terms and conditions:

1. Lessor does hereby lease to Lessee, for a term of twenty (20) years from the date hereof, unless sooner terminated as set forth herein, a certain parcel of land described a Hangar Lot # 26, hereinafter referred to as the "Leased Premises", located at the Susanville Municipal Airport and legally described as follows:

#### SEE EXHIBIT "A" ATTACHED HERETO

- (a) Lessee shall provide a hangar building plan for approval prior to any Lease execution for use as an airplane hangar. The rent shall be twenty-four cents (\$.24) per square foot per year, for the area including the space occupied by the hangar only which rent is payable in 12 equal installments monthly in advance on the first day of each and every month. Said rent shall be increased on an annual basis as set forth below.
- (b) Commencing on July 1 following the commencement date of this lease agreement, and continuing each year thereafter ("the Rent Adjustment Date") the rent set forth in Section 1(a) above shall be subject to adjustment as follows: The Consumer Price Index for All Urban Consumers, West Region, for West City Classes B/C, published by the Bureau of Labor Statistics, United States Department of Labor for all items ("index") in effect on January 1, 2005 shall be the Base Index. For each Rent Adjustment Date, the Index in effect immediately before that Rent Adjustment Date ("the Adjustment Index"), shall be used for purposes of calculating the amount of adjustment, if any. If the Adjustment Index has increased over the Base Index, the rent payable for the following year and until the next Rent Adjustment Date shall be increased by the same percentage as the Adjustment Index bears to the Base Index.
- (c) In no event shall the monthly rent be decreased below the amount specified under Section 2.01(a).
- (d) If the Consumer Price Index, as now constituted, compiled, and published, shall cease to be compiled and published during the term of this lease, or is calculated on a significantly different basis following the date of this lease, the most comprehensive official Index published that most closely approximates the rate of inflation shall be used for purposes of computing adjustments under this lease. City's determination as to which official Index to then use shall be final and binding on Lessee.

(e) Any rent due for the portion of the month this Lease commences shall be prorated for that month. Lessee is granted the unlimited lawful right of ingress and egress from the Leased Premises. Lessor hereby reserves a utility easement, including but not limited to, the right to construct, install, place and maintain utility lines for all customary utility services under, over, across, and through the Leased Premises at such locations as Lessor shall require.

2. Lessee shall use the hangar for the storage of one or more aircraft owned or leased by Lessee and shall not sublease the space for storing any property other than aircraft and that aircraft's related personal property. Lessee is allowed to store aircraft owned by Lessee in the airplane hangar, and Lessee's use of the hangar shall be for storage of Lessee's aircraft. In the event Lessee desires to sublease any part of the hangar not otherwise used by Lessee for storage of Lessee's aircraft, then Lessee must obtain the written permission of Lessor to do so and said sublessee will be required to provide insurance as specified herein. In the event of such sublease, the sublease shall be limited to storage of the sublessee's aircraft, and personal property related to said aircraft; Lessee shall pay to Lessor as additional rent an amount equal to twenty percent (20%) of the amount charged by Lessee to Lessee's sublessee, or \$20.00, whichever is greater. Lessee is prohibited from subleasing the entire hangar for storage of aircraft owned by others. If any provisions of this paragraph 2 is violated, Lessee shall forfeit this Lease. Lessee may, however, store Lessee's aircraft-related personal property in the hangar; provided, however, that Lessee is in fact storing aircraft in the hangar and the storage of Lessee's aircraft-related personal property does not interfere with the storage of such aircraft nor with the ingress and egress of such aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the Leased Premises. Lessor shall be notified in writing requesting Lessor's approval in the event Lessee desires to enter into a sublease.

3. Lessee hereby agrees that should Lessee desire to sell Lessee's interest hereunder and the improvements on said Leased Premises, Lessee shall first submit an offer in writing to Lessor to sell said Leased Premises and improvements to Lessor for the same amount as any bona fide offer received by Lessee in connection therewith, or for the fair market value, as the case may be. Lessee's written offer to Lessor shall be submitted to the City Clerk of the City of Susanville, at least fifteen (15) days prior to a regularly scheduled meeting of the City Council of the City of Susanville, and the City Council shall have thirty (30) days after said meeting within which to accept or reject the offer. In the event that the City Council does not act within that period of time, the offer will be deemed rejected. Should Lessor reject the offer, Lessee may sell the hangar and assign Lessee's rights under this Lease, at the same price as offered to the Lessor, and shall, within fifteen (15) days prior to sale, notify Lessor in writing requesting City approval.

4. This Lease does not confer upon the Lessee the right to infringe on any of the commercial rights granted to any other person by the City of Susanville. This Lease is not a Fixed Base Operator or Commercial Operator Agreement.

5. Upon expiration of this Lease, Lessee shall have the right to remove said airplane hangar from said airport within ninety (90) days. Lessee shall continue to pay the rent then in effect during said ninety-day period. In the event the hangar is not moved off the airport within

the ninety (90) days, said hangar shall become the property of the City of Susanville. Any holding over by Lessee past the term of this Lease shall not be deemed a renewal or extension of the term of this Lease.

6. In the event the Master Plan for the Susanville Municipal Airport, or any amendments thereto, requires the Leased Premises for other use or uses, Lessor will furnish to said Lessee at another site on the same airport, an equivalent amount of land for hangar relocation. Any relocation of Lessee's hangar shall be at Lessee's sole cost and expense.

7. Should the Master Plan for the Susanville Municipal Airport, or any amendments thereto, require moving of Lessee's hangar, such relocation shall not be required until the City of Susanville places the Master Plan into effect, and only when the City Council has agreed that the Master Plan is feasible and should be placed into operation. Any relocation of said hangar, however, shall be made so as not to interfere with any construction or other work occurring under the Master Plan. All cost of hangar relocation shall be the responsibility of Lessee.

8. Any hangar constructed on the Leased Premises shall meet the Uniform Building Code and City Airport Standards as adopted by the City of Susanville and shall have the exterior walls and roof of metal or other fire resistant material to be approved by the Building Official of the City; Lessee shall keep Lessee's hangar in a state of good repair and in such a condition as to not create a fire hazard or a public nuisance. Lessee's hangar may be inspected by the Fire Chief of the City of Susanville, or his or her designated agent, at all reasonable times, and Lessee shall, within fifteen (15) days of being notified that a condition exists in the hangar which in the opinion of the Fire Chief is a fire hazard or danger to the public health and safety, remedy such condition; if Lessee fails to do so, Lessor may do so at the expense of the Lessee.

9. Lessee shall keep the Leased Premise free and clear of inflammable or combustible vegetation or other materials.

10. If Lessee has not yet constructed a hangar on the premises, Lessee shall commence construction of a hangar within six (6) months from the date the Lease is executed or from the date of such demolition or removal, and finish construction within twelve (12) months from the date the Lease is executed. Failure to comply with the provisions of this paragraph shall result in the immediate termination of this Lease.

11. Lessee shall pave a concrete or asphalt apron at the airplane entrance door from the hangar building to the existing runway.

12. Standards, rules, and regulations of City of Susanville Ordinance 87-697, or any amendments thereto, is incorporated herein by reference and shall also govern Lessee's use of the Leased Premises.

13. Lessee covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease, for a purpose for which a

Federal Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

14. Lessee further agrees and covenants that (1) no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

15. That in the event of breach of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said Leased Premises and the facilities thereon, and hold the same as if said Lease had never been made or issued. This paragraph does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

16. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

17. Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

18. This Lease shall be subordinate to the provisions and requirements of any existing or further agreements between the Lessor and the United States, relative to the development, operation or maintenance of the airport.

19. There is hereby reserved to the Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Susanville Municipal Airport.

20. Lessee will not erect nor permit the erection of any structure or object (e.g., antennas) on the Leased Premises above the mean sea level elevation of 4,180 feet. In the event of a breach of this paragraph, Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object, all of which shall be at the expense of the Lessee.

21. Lessee agrees not to make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Susanville Municipal Airport, or that would otherwise constitute a hazard.

22. Lessee shall not use, or store, any petroleum products except small quantities for Lessee's personal use. Lessee shall not dispose on the Leased Premises any petroleum products, or any material or substances now or hereafter classified as hazardous or toxic under any federal, state, or local law, ordinance, regulation, rule, or order which is now or at any time during the term of this Lease applicable to the Leased Premises or Lessee's use and occupation thereof. Notwithstanding the foregoing, Lessor acknowledges and agrees that the presence of fuel, oil and grease located within the proper receptacles of any aircraft properly stored on the Leased Premises shall not be considered a violation of this section.

23. Lessee hereby agrees to indemnify and hold harmless Lessor from any and all claims, demands, and causes of action, including costs and attorneys' fees, including any litigation in connection with the defense of any claim, demand, or cause of action arising out of or resulting from any hazardous, toxic, or petroleum substance, material, or waste, unless caused by the intentional or otherwise tortuous act or omissions of the Lessor. Upon receiving notice of any such claim, demand, or cause of action, Lessee shall, at Lessee's sole cost and expense, immediately cure or commence to cure the problem by taking all action prescribed by applicable federal, state, and local laws, regulations, ordinances, and orders. Lessee's obligation to indemnify Lessor set forth in this paragraph shall survive the expiration or earlier termination of this Lease.

24. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

25. Upon the date of this Lease, Lessee shall procure and maintain liability insurance of at least \$150,000.00 for one (1) person, \$250,000.00 per occurrence, and property damage insurance of \$100,000.00; provided, however, Lessor may impose additional coverage requirements in amounts to be determined by resolution of the Susanville City Council, and upon adoption of said resolution, Lessee shall have thirty (30) days from written notice thereof to comply with the additional requirements. A Certificate of Insurance evidencing such coverage and naming Lessor, its officers, agents, and employees as additional insureds, shall be filed with the Susanville City Clerk. Said Certificate of Insurance shall guarantee at least ten (10) days advance notice to Lessor, in writing, of any cancellation or reduction of such insurance.

26. A breach by Lessee of any of the terms of this Agreement constitutes a default. In the event of a default, Lessor may at its option terminate Lessee's right to possession of the Leased Premises at any time by any lawful means, including, but not limited to, rights pursuant to Civil Code Section 1159 et seq., as the same may be amended from time to time. No act of Lessor other than by giving written notice to Lessee shall terminate this Lease. In the event of termination of this Lease by Lessor, Lessee shall immediately surrender possession of the Leased Premises to Lessor. In the event of termination of this Lease, Lessor shall be entitled to recover the following amounts from Lessee:

- a. The amount of the unpaid rent accrued through the date of termination of this Lease;
- b. The excess of the amount of rent which accrues between the date of termination of this Lease and the date of the award over the amount of the loss of rent that Lessee proves could have reasonably been avoided;
- c. The present value, on the date of the award, of the excess amount of rent which accrues between the date of the award and the expiration of the term of this Lease over the amount of the loss of rent that Lessee proves could reasonably be avoided, with the present value computed by using an interest rate equal to that which comparable properties earn on the date of the award; and
- d. Any other amount, including court costs, reasonable attorneys' fees, and costs of taking possession of and reletting the Leased Premises necessary to compensate Lessor for all detriment proximately caused by Lessee's default.

In addition to the foregoing rights, Lessor shall have all other rights set forth in this Lease, including but not limited to the right to possession and ownership of the hangar if it is not removed ninety (90) days after the date of termination of this Lease.

27. FAA Grant Assurances: Lessee acknowledges and agrees that Lessor has entered into certain Grant Agreements with the FAA, conditions of which require that all parties leasing property from Lessor agree to be bound by certain sponsor's assurances given by Lessor to the United States Government under the Airport and Airway Improvement Act of 1982, as the same may be amended from time to time. Accordingly, Lessee on behalf of itself, its heirs, personal representatives, successors, and assigns, as additional consideration for the lease of the Leased Premises from Lessor, does hereby covenant and agree for the term of this Lease to be bound by the provisions set forth in Exhibit "B" (Sponsors Assurances) attached hereto and incorporated herein by reference.

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States Government or any authorized agency thereof, by which Lessor obtains federally-owned surplus property or federal aid for the development, operation, and/or maintenance of the Susanville Municipal Airport. In the event that the FAA or any other federal agency requires modifications or changes in this Lease as a condition for the granting of funds for the improvement of lands and improvements covered by its laws, rules, or regulations, Lessee agrees to consent to the amendments, modifications,

revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease, as may be required to obtain such funds except, however, that in no event will Lessee be required, pursuant to this section, to agree to any increase in the rents or fees provided for in this Lease. In the event Lessee refuses or fails to consent to the amendments, modifications, revisions, supplements, or deletions submitted to Lessee by Lessor pursuant to the provisions of this Section within thirty (30) days after receipt of the documents evidencing the changes, then this Lease shall be deemed to be amended and/or modified to comply with said changes as though the documents had been signed by all parties.

28. In the event any action, suit or proceeding is brought to collect the rent, fees, charges, or billings due or to become due hereunder, or any portion thereof, to take possession of the Leased Premises, and/or to enforce compliance with this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

29. Lessee shall occupy and use the Leased Premises only for the uses and purposes authorized herein. Lessor's grant of the privileges hereunder are not exclusive and Lessor reserves the right to lease other airport property to other individuals and entities for the same uses and privileges granted hereby, or for other uses and purposes.

30. The property interest herein granted to Lessee may be subject to property taxation of the possessory interest created thereby, and, if created, Lessor, by reason of said possessory interest, may be subject to the payment of property taxes levied on said interest. In the event said taxes are so levied, Lessee shall be responsible for payment thereof. Lessee shall pay promptly all lawful taxes and assessments which may be levied by any federal, state, county, city or other tax levying body of any taxable interest of Lessee hereunder, whether on real or personal property of Lessee.

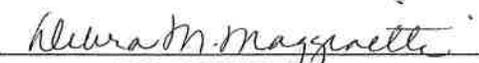
31. The terms hereof shall be binding on the heirs, successors and assigns of the parties hereto. This Lease cannot be transferred or assigned without Lessor's prior written approval.

IN WITNESS WHEREOF, the said Lessor by Resolution No. 05-3840 of the City Council of the City of Susanville, has caused this Lease to be executed by the Mayor and the Clerk, and the said Lessee has executed this Lease the day and year first above written.

CITY OF SUSANVILLE  
LESSOR:

  
RODNEY E. DE BOER, Mayor

Attest:

  
DEBRA MAGGINETTI, City Clerk

LESSEE:



Type Name: KEN BARKER, Owner

Type Name:

(If a corporation, a corporate resolution authorizing signature must be attached).

Approved as to Form:



KATHLEEN R. LAZARD

City Attorney

**EXHIBIT "A"**

**Legal Description**

## EXHIBIT "B" - SPONSOR'S ASSURANCES

### PART V ASSURANCES

#### Airport and Planning Agency Sponsors

#### A. General

1. These assurances shall be complied with in the performance of the following grant agreements:
  - a. Airport development, airport planning, and noise program implementation grants to airport sponsors.
  - b. Integrated airport system planning grants to planning agencies.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982 as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, or the Aviation Safety and Noise Abatement Act of 1979. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport and the term "sponsor" includes public agency sponsors and private sponsors.
3. These assurances also are required to be submitted as part of the project application by a sponsor which is both a public agency and a planning agency requesting funds for integrated airport system planning under the provisions of the Airport and Airway Improvement Act of 1982, as amended.
4. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

#### B. Duration and Applicability

1. Airport Development or Noise Program Implementation Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise program implementation project, or throughout the useful life of the project items installed within a facility under a noise program implementation project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
2. Airport Development or Noise Program Implementation Projects Undertaken by a

Private Sponsor. The preceding Paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of facilities developed or equipment acquired under an airport development or noise program implementation project shall be no less than ten (10) years from the date of the acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements: It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq. 1/
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. 2/
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq. 1/ 2/
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f). 1/
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469C
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a. 1/
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq. 1/
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 -42 U.S.C. 8373. 1/
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq. 1/
- q. Copeland Antikickback Act - 18 U.S.C. 874 1/
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq. 1/
- s. Endangered Species Act - 16 U.S.C. 668(a), et seq. 1/
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. 2/

### Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

### Federal Regulations

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- c. 49 CFR Part 24 - Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs.
- d. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.
- e. 49 CFR Part 29 - Debarments, Suspensions, and Voluntary Exclusions.
- f. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.
- g. 29 CFR Part 3 - Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- h. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- j. 14 CFR Part 150 - Airport Noise Compatibility Planning.

1/ These laws do not apply to planning projects.

2/ These laws do not apply to private sponsors.

### Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.\*

- b. A-102 - Uniform Requirements for Assistance to State and Local Governments.\*
- c. A-128 - Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor: It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. Private Sponsor: It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative, and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

\* OMB Circulars A-87 and A-102 contain requirements for state and local governments receiving Federal assistance. Any requirement levied upon state and local governments by those two circulars shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982, as amended.

For noise program implementation projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise program implementation project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
- c. For all noise program implementation projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise program implementation project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the

regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise program implementation projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property
7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
8. Consultation with Users. In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.
10. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty (60) days after the project application has been received by the Secretary.
11. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two (2) counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five (5) miles of the nearest boundary of the airport.
12. Terminal Development Prerequisites. For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety

equipment required for certification of such airport under Section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Recordkeeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veterans Preference. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and upon approval by the

Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.

17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. Planning Projects. In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. Operation and Maintenance.
  - a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by

applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

In furtherance of this assurance, the sponsor will have in effect at all times arrangements for:

- (1) Operating the airport's aeronautical facilities whenever required; and
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of this airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
21. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce the compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.
22. Economic Nondiscrimination.
- a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.
  - b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport,

- the sponsor will insert and enforce provisions requiring the contractor
- (1) to furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
  - (2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to transportation as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classifications or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provision.
- h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome, or impractical for more than one (1) fixed-based operator to provide such services, and (2) If allowing more than one (1) fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act of 1982.

24. Fee and Rental Structure. It will maintain a fee and rental structure consistent with Assurances 22 and 23, for the facilities and services being provided to the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.
25. Airport Revenue. If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982 by the owner or operator of the airport, or provisions enacted before September 3, 1982 in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreement, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise program implementation projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
27. Use of Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those useable for landing and takeoff of aircraft to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:
- a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of government aircraft is three hundred (300) or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million (5,000,000) pounds.
28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four (4) months after receipt of a written request from the Secretary.
29. Airport Layout Plan.
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal

buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alteration in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.

- b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

- 30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.

- 31. Disposal of Land.

- a. For land purchased under grant before, on, after December 30, 1987 for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. For land purchased for airport purposes (other than noise compatibility) under grant before, on, or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the

proceeds of such disposition, which is proportionate to the United States share of the cost of acquisition of such land will be paid to the Secretary for deposit in the Trust Fund.

- c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.
32. Engineering and Design Services. It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Reviewed by:

JFH City Administrator  
AM City Attorney

X  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Motion Only  
Public Hearing  
Resolution  
Ordinance  
Information

**Submitted By:** Gwenna MacDonald

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Letter of support for Lassen Land and Trails Trust

**PRESENTED BY:** Jared G. Hancock, City Administrator

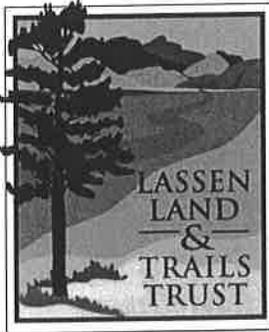
**SUMMARY:** Attached for the Council's review and approval is a letter of support for the Lassen Land and Trails Trust effort to secure funding for the Barry Property Project.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Motion to authorize the Mayor to submit letter of support.

**ATTACHMENTS:** Lassen Land and Trails Trust request  
Proposed letter of support

FEB 20th. CC.



P.O. Box 1461  
SUSANVILLE, CA 96130  
PHONE: (530) 257-3252  
[www.llttweb.org](http://www.llttweb.org)

January 23, 2013

Dear Mr. Hancock,

As a key stakeholder in the community, your participation in the development of the Barry Property Conceptual Management Plan is greatly appreciated. This The Barry Property is 286 acres and is located northeast of Susanville and is bordered by Lassen Community College, Susanville Sanitation District, and Lassen County Fairgrounds. This property contains valuable wetland and upland habitat adjacent to Susanville, providing educational and natural resource protection opportunities.

As you know, LLTT is in the process of finalizing pre-work on the property with funding from the Sierra Nevada Conservancy. Part of this pre-work has been the creation of a conceptual plan for the property, and we are asking for your continued participation to review this document. The plan addresses recreational and educational usage along with the protection of natural and cultural resources, includes recommendations for development (trails, parking, signage, etc.), and has a section on administration which will outline partner roles and responsibilities. Two stakeholder meetings took place during 2012, and the conceptual plan was developed using feedback from these meetings. In addition, this document was reviewed by the Trust's Conservation Committee, and is enclosed with this letter for your review.

Through these stakeholders meetings, habitat and educational values were identified as the most important qualities of the site. Barry Reservoir provides exceptional waterfowl and wildlife habitat, and Ducks Unlimited has drawn up wetland design plans which would enhance the habitat values of the property. This design includes dredging the reservoir to increase its capacity by an additional 12 acre-feet, to bring it to a total capacity of 96 acre-feet. In addition, the lower fields which are currently in hay production will be converted to a series of ponds and swales, providing additional seasonal wetland habitat. The most recent draft of this design is enclosed for reference.

The educational opportunities on the Barry Property are numerous, and its proximity to Susanville provides further educational value. The value of wetlands, the importance of the Pacific Flyway for migrating birds, and the archaeological significance of the area will be the primary interpretive topics. Lassen College is adjacent to the property, and McKinley Elementary School is only 5 blocks from the site, providing opportunities for a wide variety of age groups to

visit the site, while the Property's location along the Skyline bike trail allows easy access for trail users.

Lassen Land and Trails Trust has a purchase and sale agreement with the current landowners, and will be meeting with the California Department of Fish and Wildlife and the National Fish and Wildlife Foundation to discuss funding options for the purchase of the property. Stakeholder involvement will be extremely valuable during these discussions. Enclosed please find a template letter of support from the City of Susanville for your signature.

Lassen Land and Trails Trust feels strongly that Barry Property should be protected from development, and we are excited to bring together a diverse group of stakeholders to work on the conceptual plan for the property. Please review the enclosed Conceptual Management Plan and Wetland Design and contact me with any questions.

Best regards,

  
Amy Holmen  
Lands Manager



# City of Susanville

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

February 20, 2013

Amy Holmen, Lands Manager  
Lassen Land & Trails Trust  
P.O. Box 1461  
Susanville, CA 96130

Dear Ms. Holmen,

The City of Susanville supports the Lassen Land and Trails Trust's (LLTT) efforts to acquire the Barry Property to enhance the ecological value of the site. We have reviewed the Conceptual management Plan and wetland design and feel that the proposed wetland restoration and enhancement could increase the value of the wetland habitat and create an additional outdoor educational opportunity in the Susanville area.

We appreciate being recognized as a stake holder and enjoyed working with you during the pre-planning process which led to the development of the conceptual management plan.

On behalf of the City Council of the City of Susanville, we support the efforts of Lassen Land and Trails Trust as they pursue funding for the acquisition and restoration of this property which will provide valuable habitat and educational resources in Lassen County.

Sincerely,

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: ~~YCH~~ City Administrator  
~~ATV~~ City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted by:** Craig C. Platt, Public Works Director

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Consideration of purchase of hangar owned by Ryan Potter, Lot #29

**PRESENTED BY:** Craig C. Platt, Public Works Director

**SUMMARY:** Ryan Potter, owner of the hangar located on Lot #29, notified the City of his decision to sell his interests in said hangar to Frank Cady in the amount of \$45,000.00 (see attached letter). As per the Airport Hangar Land Lease Agreement, Page 2, Paragraph 3, Mr. Potter must first offer the sale of the hangar to the City. If the City Council approves purchase of the hangar, an appraisal will need to be completed to establish fair market value. If the City rejects the offer, then Mr. Potter can sell his hangar at the same price as offered to the City and he must submit a Bill of Sale and an escrow closing statement before the City can terminate his Lease Agreement.

This hangar was built by Alan Gliege in 1996. It is a 50' x 60' metal structure with a total of 3,000 square feet and is in good condition. It was appraised in 2003 at \$87,750.00 when it was offered to the City by Alan Gliege. The City declined to purchase it at that time and Mr. Gliege sold it to Ryan Potter for \$75,000.00.

There are no funds in the Airport budget set aside for hangar purchase at this time. Staff recommends purchase of this hangar if funds can be made available.

**FISCAL IMPACT:** \$45,000.00 if City decides to purchase hangar.

**ACTION REQUESTED:** Consideration of purchase of hangar owned by Ryan Potter, Lot #30.

**ATTACHMENTS:** Letter from Ryan Potter  
 Airport Hangar Land Lease Agreement, Lot #29

Susanville Public Works Dept

FEB - 5 2013

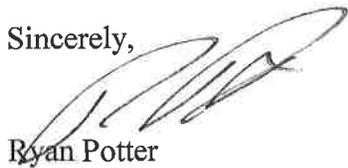
RECEIVED

City of Susanville

December 30, 2012

This letter is to inform all interested parties of my intent to sell Airport Hanger # 29. As of Dec.31, 2012 I have entered into an agreement with Frank Cady to sell him the hanger for \$45,000.00. The City of Susanville has the first right or refusal to acquire this building. Please inform me if the City intends to take this action.

Sincerely,



Ryan Potter

695-375 Hwy 36

Susanville Ca. 96130

(530)257-5787

## AIRPORT HANGAR LAND LEASE AGREEMENT

### HANGAR OWNED BY LESSEE

THIS LEASE, made this 1st day of July, 2005, between the CITY OF SUSANVILLE, a municipal corporation, organized and existing under the laws of the State of California, hereinafter referred to as "Lessor", and Ryan Potter, address: 695-375 Highway 36, Susanville, CA 96130, County of Lassen, State of California, hereinafter referred to as "Lessee", on the following terms and conditions:

1. Lessor does hereby lease to Lessee, for a term of twenty (20) years from the date hereof, unless sooner terminated as set forth herein, a certain parcel of land described a Hangar Lot # 29, hereinafter referred to as the "Leased Premises", located at the Susanville Municipal Airport and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

(a) Lessee shall provide a hangar building plan for approval prior to any Lease execution for use as an airplane hangar. The rent shall be twenty-four cents (\$.24) per square foot per year, for the area including the space occupied by the hangar only which rent is payable in 12 equal installments monthly in advance on the first day of each and every month. Said rent shall be increased on an annual basis as set forth below.

(b) Commencing on July 1 following the commencement date of this lease agreement, and continuing each year thereafter ("the Rent Adjustment Date") the rent set forth in Section 1(a) above shall be subject to adjustment as follows: The Consumer Price Index for All Urban Consumers, West Region, for West City Classes B/C, published by the Bureau of Labor Statistics, United States Department of Labor for all items ("index") in effect on January 1, 2005 shall be the Base Index. For each Rent Adjustment Date, the Index in effect immediately before that Rent Adjustment Date ("the Adjustment Index"), shall be used for purposes of calculating the amount of adjustment, if any. If the Adjustment Index has increased over the Base Index, the rent payable for the following year and until the next Rent Adjustment Date shall be increased by the same percentage as the Adjustment Index bears to the Base Index.

(c) In no event shall the monthly rent be decreased below the amount specified under Section 2.01(a).

(d) If the Consumer Price Index, as now constituted, compiled, and published, shall cease to be compiled and published during the term of this lease, or is calculated on a significantly different basis following the date of this lease, the most comprehensive official Index published that most closely approximates the rate of inflation shall be used for purposes of computing adjustments under this lease. City's determination as to which official Index to then use shall be final and binding on Lessee.

(e) Any rent due for the portion of the month this Lease commences shall be prorated for that month. Lessee is granted the unlimited lawful right of ingress and egress from the Leased Premises. Lessor hereby reserves a utility easement, including but not limited to, the right to construct, install, place and maintain utility lines for all customary utility services under, over, across, and through the Leased Premises at such locations as Lessor shall require.

2. Lessee shall use the hangar for the storage of one or more aircraft owned or leased by Lessee and shall not sublease the space for storing any property other than aircraft and that aircraft's related personal property. Lessee is allowed to store aircraft owned by Lessee in the airplane hangar, and Lessee's use of the hangar shall be for storage of Lessee's aircraft. In the event Lessee desires to sublease any part of the hangar not otherwise used by Lessee for storage of Lessee's aircraft, then Lessee must obtain the written permission of Lessor to do so and said sublessee will be required to provide insurance as specified herein. In the event of such sublease, the sublease shall be limited to storage of the sublessee's aircraft, and personal property related to said aircraft; Lessee shall pay to Lessor as additional rent an amount equal to twenty percent (20%) of the amount charged by Lessee to Lessee's sublessee, or \$20.00, whichever is greater. Lessee is prohibited from subleasing the entire hangar for storage of aircraft owned by others. If any provisions of this paragraph 2 is violated, Lessee shall forfeit this Lease. Lessee may, however, store Lessee's aircraft-related personal property in the hangar; provided, however, that Lessee is in fact storing aircraft in the hangar and the storage of Lessee's aircraft-related personal property does not interfere with the storage of such aircraft nor with the ingress and egress of such aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the Leased Premises. Lessor shall be notified in writing requesting Lessor's approval in the event Lessee desires to enter into a sublease.

3. Lessee hereby agrees that should Lessee desire to sell Lessee's interest hereunder and the improvements on said Leased Premises, Lessee shall first submit an offer in writing to Lessor to sell said Leased Premises and improvements to Lessor for the same amount as any bona fide offer received by Lessee in connection therewith, or for the fair market value, as the case may be. Lessee's written offer to Lessor shall be submitted to the City Clerk of the City of Susanville, at least fifteen (15) days prior to a regularly scheduled meeting of the City Council of the City of Susanville, and the City Council shall have thirty (30) days after said meeting within which to accept or reject the offer. In the event that the City Council does not act within that period of time, the offer will be deemed rejected. Should Lessor reject the offer, Lessee may sell the hangar and assign Lessee's rights under this Lease, at the same price as offered to the Lessor, and shall, within fifteen (15) days prior to sale, notify Lessor in writing requesting City approval.

4. This Lease does not confer upon the Lessee the right to infringe on any of the commercial rights granted to any other person by the City of Susanville. This Lease is not a Fixed Base Operator or Commercial Operator Agreement.

5. Upon expiration of this Lease, Lessee shall have the right to remove said airplane hangar from said airport within ninety (90) days. Lessee shall continue to pay the rent then in effect during said ninety-day period. In the event the hangar is not moved off the airport within

the ninety (90) days, said hangar shall become the property of the City of Susanville. Any holding over by Lessee past the term of this Lease shall not be deemed a renewal or extension of the term of this Lease.

6. In the event the Master Plan for the Susanville Municipal Airport, or any amendments thereto, requires the Leased Premises for other use or uses, Lessor will furnish to said Lessee at another site on the same airport, an equivalent amount of land for hangar relocation. Any relocation of Lessee's hangar shall be at Lessee's sole cost and expense.

7. Should the Master Plan for the Susanville Municipal Airport, or any amendments thereto, require moving of Lessee's hangar, such relocation shall not be required until the City of Susanville places the Master Plan into effect, and only when the City Council has agreed that the Master Plan is feasible and should be placed into operation. Any relocation of said hangar, however, shall be made so as not to interfere with any construction or other work occurring under the Master Plan. All cost of hangar relocation shall be the responsibility of Lessee.

8. Any hangar constructed on the Leased Premises shall meet the Uniform Building Code and City Airport Standards as adopted by the City of Susanville and shall have the exterior walls and roof of metal or other fire resistant material to be approved by the Building Official of the City; Lessee shall keep Lessee's hangar in a state of good repair and in such a condition as to not create a fire hazard or a public nuisance. Lessee's hangar may be inspected by the Fire Chief of the City of Susanville, or his or her designated agent, at all reasonable times, and Lessee shall, within fifteen (15) days of being notified that a condition exists in the hangar which in the opinion of the Fire Chief is a fire hazard or danger to the public health and safety, remedy such condition; if Lessee fails to do so, Lessor may do so at the expense of the Lessee.

9. Lessee shall keep the Leased Premise free and clear of inflammable or combustible vegetation or other materials.

10. If Lessee has not yet constructed a hangar on the premises, Lessee shall commence construction of a hangar within six (6) months from the date the Lease is executed or from the date of such demolition or removal, and finish construction within twelve (12) months from the date the Lease is executed. Failure to comply with the provisions of this paragraph shall result in the immediate termination of this Lease.

11. Lessee shall pave a concrete or asphalt apron at the airplane entrance door from the hangar building to the existing runway.

12. Standards, rules, and regulations of City of Susanville Ordinance 87-697, or any amendments thereto, is incorporated herein by reference and shall also govern Lessee's use of the Leased Premises.

13. Lessee covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease, for a purpose for which a

Federal Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

14. Lessee further agrees and covenants that (1) no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

15. That in the event of breach of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said Leased Premises and the facilities thereon, and hold the same as if said Lease had never been made or issued. This paragraph does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

16. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

17. Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

18. This Lease shall be subordinate to the provisions and requirements of any existing or further agreements between the Lessor and the United States, relative to the development, operation or maintenance of the airport.

19. There is hereby reserved to the Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Susanville Municipal Airport.

20. Lessee will not erect nor permit the erection of any structure or object (e.g., antennas) on the Leased Premises above the mean sea level elevation of 4,180 feet. In the event of a breach of this paragraph, Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object, all of which shall be at the expense of the Lessee.

21. Lessee agrees not to make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Susanville Municipal Airport, or that would otherwise constitute a hazard.

22. Lessee shall not use, or store, any petroleum products except small quantities for Lessee's personal use. Lessee shall not dispose on the Leased Premises any petroleum products, or any material or substances now or hereafter classified as hazardous or toxic under any federal, state, or local law, ordinance, regulation, rule, or order which is now or at any time during the term of this Lease applicable to the Leased Premises or Lessee's use and occupation thereof. Notwithstanding the foregoing, Lessor acknowledges and agrees that the presence of fuel, oil and grease located within the proper receptacles of any aircraft properly stored on the Leased Premises shall not be considered a violation of this section.

23. Lessee hereby agrees to indemnify and hold harmless Lessor from any and all claims, demands, and causes of action, including costs and attorneys' fees, including any litigation in connection with the defense of any claim, demand, or cause of action arising out of or resulting from any hazardous, toxic, or petroleum substance, material, or waste, unless caused by the intentional or otherwise tortuous act or omissions of the Lessor. Upon receiving notice of any such claim, demand, or cause of action, Lessee shall, at Lessee's sole cost and expense, immediately cure or commence to cure the problem by taking all action prescribed by applicable federal, state, and local laws, regulations, ordinances, and orders. Lessee's obligation to indemnify Lessor set forth in this paragraph shall survive the expiration or earlier termination of this Lease.

24. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

25. Upon the date of this Lease, Lessee shall procure and maintain liability insurance of at least \$150,000.00 for one (1) person, \$250,000.00 per occurrence, and property damage insurance of \$100,000.00; provided, however, Lessor may impose additional coverage requirements in amounts to be determined by resolution of the Susanville City Council, and upon adoption of said resolution, Lessee shall have thirty (30) days from written notice thereof to comply with the additional requirements. A Certificate of Insurance evidencing such coverage and naming Lessor, its officers, agents, and employees as additional insureds, shall be filed with the Susanville City Clerk. Said Certificate of Insurance shall guarantee at least ten (10) days advance notice to Lessor, in writing, of any cancellation or reduction of such insurance.

26. A breach by Lessee of any of the terms of this Agreement constitutes a default. In the event of a default, Lessor may at its option terminate Lessee's right to possession of the Leased Premises at any time by any lawful means, including, but not limited to, rights pursuant to Civil Code Section 1159 et seq., as the same may be amended from time to time. No act of Lessor other than by giving written notice to Lessee shall terminate this Lease. In the event of termination of this Lease by Lessor, Lessee shall immediately surrender possession of the Leased Premises to Lessor. In the event of termination of this Lease, Lessor shall be entitled to recover the following amounts from Lessee:

- a. The amount of the unpaid rent accrued through the date of termination of this Lease;
- b. The excess of the amount of rent which accrues between the date of termination of this Lease and the date of the award over the amount of the loss of rent that Lessee proves could have reasonably been avoided;
- c. The present value, on the date of the award, of the excess amount of rent which accrues between the date of the award and the expiration of the term of this Lease over the amount of the loss of rent that Lessee proves could reasonably be avoided, with the present value computed by using an interest rate equal to that which comparable properties earn on the date of the award; and
- d. Any other amount, including court costs, reasonable attorneys' fees, and costs of taking possession of and reletting the Leased Premises necessary to compensate Lessor for all detriment proximately caused by Lessee's default.

In addition to the foregoing rights, Lessor shall have all other rights set forth in this Lease, including but not limited to the right to possession and ownership of the hangar if it is not removed ninety (90) days after the date of termination of this Lease.

27. FAA Grant Assurances: Lessee acknowledges and agrees that Lessor has entered into certain Grant Agreements with the FAA, conditions of which require that all parties leasing property from Lessor agree to be bound by certain sponsor's assurances given by Lessor to the United States Government under the Airport and Airway Improvement Act of 1982, as the same may be amended from time to time. Accordingly, Lessee on behalf of itself, its heirs, personal representatives, successors, and assigns, as additional consideration for the lease of the Leased Premises from Lessor, does hereby covenant and agree for the term of this Lease to be bound by the provisions set forth in Exhibit "B" (Sponsors Assurances) attached hereto and incorporated herein by reference.

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States Government or any authorized agency thereof, by which Lessor obtains federally-owned surplus property or federal aid for the development, operation, and/or maintenance of the Susanville Municipal Airport. In the event that the FAA or any other federal agency requires modifications or changes in this Lease as a condition for the granting of funds for the improvement of lands and improvements covered by its laws, rules, or regulations, Lessee agrees to consent to the amendments, modifications,

revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease, as may be required to obtain such funds except, however, that in no event will Lessee be required, pursuant to this section, to agree to any increase in the rents or fees provided for in this Lease. In the event Lessee refuses or fails to consent to the amendments, modifications, revisions, supplements, or deletions submitted to Lessee by Lessor pursuant to the provisions of this Section within thirty (30) days after receipt of the documents evidencing the changes, then this Lease shall be deemed to be amended and/or modified to comply with said changes as though the documents had been signed by all parties.

28. In the event any action, suit or proceeding is brought to collect the rent, fees, charges, or billings due or to become due hereunder, or any portion thereof, to take possession of the Leased Premises, and/or to enforce compliance with this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

29. Lessee shall occupy and use the Leased Premises only for the uses and purposes authorized herein. Lessor's grant of the privileges hereunder are not exclusive and Lessor reserves the right to lease other airport property to other individuals and entities for the same uses and privileges granted hereby, or for other uses and purposes.

30. The property interest herein granted to Lessee may be subject to property taxation of the possessory interest created thereby, and, if created, Lessor, by reason of said possessory interest, may be subject to the payment of property taxes levied on said interest. In the event said taxes are so levied, Lessee shall be responsible for payment thereof. Lessee shall pay promptly all lawful taxes and assessments which may be levied by any federal, state, county, city or other tax levying body of any taxable interest of Lessee hereunder, whether on real or personal property of Lessee.

31. The terms hereof shall be binding on the heirs, successors and assigns of the parties hereto. This Lease cannot be transferred or assigned without Lessor's prior written approval.

IN WITNESS WHEREOF, the said Lessor by Resolution No. 05-3840 of the City Council of the City of Susanville, has caused this Lease to be executed by the Mayor and the Clerk, and the said Lessee has executed this Lease the day and year first above written.

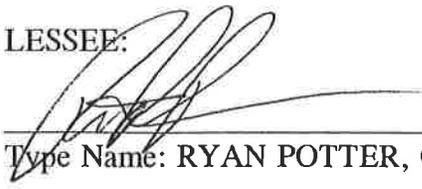
CITY OF SUSANVILLE  
LESSOR:

  
RODNEY E. DE BOER, Mayor

Attest:

  
DEBRA MAGGINETTI, City Clerk

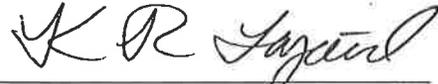
LESSEE:

  
Type Name: RYAN POTTER, Owner

\_\_\_\_\_  
Type Name:

(If a corporation, a corporate resolution authorizing signature must be attached).

Approved as to Form:

  
\_\_\_\_\_  
KATHLEEN R. LAZARD  
City Attorney

## EXHIBIT "A"

### Legal Description

A certain parcel of land situated in the NE 1/4 of the NW 1/4 and NW 1/4 of the NE 1/4 of Section 13, Township 29 North, Range 12 East, M.D.B. & M., and more particularly described as follows:

Commencing at the most southern corner of Lot 11 as shown on the Record of Survey recorded in Book 9 of Maps at Page 32 in Lassen County Public Records, California thence S 46°50'W 8 feet, thence S 43°10'E 10 feet, to the true point of beginning, thence N 43°10'W 60 feet, thence S 46°50'W 65 feet, thence S 43°10'E 60 feet, thence N 46°50'W 65 feet to the true point of beginning.

## EXHIBIT "B" - SPONSOR'S ASSURANCES

### PART V ASSURANCES

#### Airport and Planning Agency Sponsors

#### A. General

1. These assurances shall be complied with in the performance of the following grant agreements:
  - a. Airport development, airport planning, and noise program implementation grants to airport sponsors.
  - b. Integrated airport system planning grants to planning agencies.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982 as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, or the Aviation Safety and Noise Abatement Act of 1979. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport and the term "sponsor" includes public agency sponsors and private sponsors.
3. These assurances also are required to be submitted as part of the project application by a sponsor which is both a public agency and a planning agency requesting funds for integrated airport system planning under the provisions of the Airport and Airway Improvement Act of 1982, as amended.
4. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

#### B. Duration and Applicability

1. Airport Development or Noise Program Implementation Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise program implementation project, or throughout the useful life of the project items installed within a facility under a noise program implementation project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
2. Airport Development or Noise Program Implementation Projects Undertaken by a

Private Sponsor. The preceding Paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of facilities developed or equipment acquired under an airport development or noise program implementation project shall be no less than ten (10) years from the date of the acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements: It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq. 1/
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. 2/
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq. 1/ 2/
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f). 1/
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469C
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a. 1/
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq. 1/
- n. Airport and Airway Improvement Act of 1982, as amended 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 -42 U.S.C. 8373. 1/
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq. 1/
- q. Copeland Antikickback Act - 18 U.S.C. 874 1/
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq. 1/
- s. Endangered Species Act - 16 U.S.C. 668(a), et seq. 1/
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. 2/

### Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

### Federal Regulations

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- c. 49 CFR Part 24 - Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs.
- d. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.
- e. 49 CFR Part 29 - Debarments, Suspensions, and Voluntary Exclusions.
- f. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.
- g. 29 CFR Part 3 - Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- h. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- j. 14 CFR Part 150 - Airport Noise Compatibility Planning.

1/ These laws do not apply to planning projects.

2/ These laws do not apply to private sponsors.

### Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.\*

- b. A-102 - Uniform Requirements for Assistance to State and Local Governments.\*
- c. A-128 - Audits of State and Local Governments.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor: It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. Private Sponsor: It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative, and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- \* OMB Circulars A-87 and A-102 contain requirements for state and local governments receiving Federal assistance. Any requirement levied upon state and local governments by those two circulars shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982, as amended.

For noise program implementation projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise program implementation project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.
- c. For all noise program implementation projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise program implementation project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the

regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise program implementation projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property
7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
8. Consultation with Users. In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.
10. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty (60) days after the project application has been received by the Secretary.
11. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two (2) counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five (5) miles of the nearest boundary of the airport.
12. Terminal Development Prerequisites. For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety

equipment required for certification of such airport under Section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Recordkeeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veterans Preference. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and upon approval by the

Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.

17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. Planning Projects. In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. Operation and Maintenance.
  - a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by

applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

In furtherance of this assurance, the sponsor will have in effect at all times arrangements for:

- (1) Operating the airport's aeronautical facilities whenever required; and
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of this airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce the compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.
- b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport,

the sponsor will insert and enforce provisions requiring the contractor

- (1) to furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
  - (2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to transportation as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classifications or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provision.
  - h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome, or impractical for more than one (1) fixed-based operator to provide such services, and (2) If allowing more than one (1) fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act of 1982.

24. Fee and Rental Structure. It will maintain a fee and rental structure consistent with Assurances 22 and 23, for the facilities and services being provided to the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.
25. Airport Revenue. If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982 by the owner or operator of the airport, or provisions enacted before September 3, 1982 in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreement, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise program implementation projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
27. Use of Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those useable for landing and takeoff of aircraft to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:
- a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of government aircraft is three hundred (300) or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million (5,000,000) pounds.
28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four (4) months after receipt of a written request from the Secretary.
29. Airport Layout Plan.
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal

buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alteration in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.

- b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under grant before, on, after December 30, 1987 for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. For land purchased for airport purposes (other than noise compatibility) under grant before, on, or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the

proceeds of such disposition, which is proportionate to the United States share of the cost of acquisition of such land will be paid to the Secretary for deposit in the Trust Fund.

- c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.

32. Engineering and Design Services. It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Reviewed by JGH City Administrator  
JPH City Attorney

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

**Submitted by:** Jared G. Hancock  
City Administrator

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Rabies Clinic

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** Staff is proposing to expand the annual rabies clinic to a "Dog-Day Event" to be held on May 18, 2013 from 10:00 am to 2:00 pm. Local animal care business owners have volunteered to contribute their time to the event by offering low cost products and services. Lassen County Animal Control Staff will be on hand to provide county licenses, vaccinations and animal shelter adoptions.

The clinic has traditionally been held at the fire hall. The "dog-day" event concept has received tremendous support and will require relocating to a larger venue. Staff is proposing to move the clinic to the Memorial Park, and the Susanville Police Officers Association is interested in selling food and drinks. Staff is asking for a waiver of park rental fee in the interest of promoting educated and responsible pet ownership for the citizens of our community.

**FISCAL IMPACT:** Staff time, waive park rental fee of \$59.00, and cost of temporary use permits.

**ACTION REQUESTED:** Direction to staff.

**ATTACHMENTS:** None.

Reviewed by:

~~City Administrator~~  
City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted by:** Jared G. Hancock. City Administrator

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Resolution No. 13-4929, Approving and authorizing the Mayor to execute agreement with Tammy Wheeler for Golf Course Concessions

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** In conjunction with the Golf Course subcommittee, staff negotiated a concession agreement with Tammy Wheeler to operate the Diamond Mountain Golf Course Bar and Grill for the 2013 golf season. Under the terms of the agreement, Ms. Wheeler will operate the concessions seven days per week, from the hours of 10 am and 3 pm, with extended hours at her discretion. Any operation past 9pm will require City approval on a case by case basis. The City will provide \$12,000 in compensation. In addition, she will be entitled to fifty percent of the net proceeds for all concession activities.

**FISCAL IMPACT:** \$12,000 plus cost of supplies, inventory and licensing

**ACTION REQUESTED:** Motion to approve Resolution No. 13-4929, Approving and authorizing the Mayor to execute agreement with Tammy Wheeler for Golf Course Restaurant

**ATTACHMENTS:** Resolution No. 13-4929  
Agreement for Concession Services

**RESOLUTION NO. 13-4929**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**APPROVING AND AUTHORIZING MAYOR TO EXECUTE DIAMOND**  
**MOUNTAIN BAR AND GRILL CONCESSION AGREEMENT**

**WHEREAS**, the City of Susanville is currently operating the Diamond Mountain Golf Course and recognizes that the provision of food and beverage services to the patrons is an integral part of the successful operation of the course; and

**WHEREAS**, the City of Susanville has received a proposal by Tammy Wheeler to operate the Diamond Mountain Golf Course Bar and Grill for the 2013 golf season; and

**WHEREAS**, the City Council of the City of Susanville has considered the Agreement for Services attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Susanville hereby approves the Diamond Mountain Bar and Grill Concession Agreement as attached hereto as Exhibit A and authorizes the Mayor to execute the Agreement.

Dated: February 20, 2013

APPROVED: \_\_\_\_\_  
Rod E. De Boer, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 13-4929 was adopted at a regular meeting of the City Council of the City of Susanville held on the 20<sup>th</sup> 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

# Diamond Mountain Bar and Grill Concession Agreement

This AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between the CITY OF SUSANVILLE a municipal corporation, (hereinafter referred to as the "City"), and TAMMY WHEELER a private and self-employed individual (hereinafter referred to as the "Operator").

## **I. Concession Granted**

The City accepts the Operator's proposal that she be given the exclusive right to operate all food and beverage concessions at the at the Diamond Mountain Golf Course Bar and Grill and Pro Shop located at 470-835 Circle Drive, Susanville and as shown in "Exhibit A" including the operation of a mobile concession cart on the Golf Course. The Operator shall also have the exclusive right to sell concessions for all tournaments and events held at the Golf Course. At the request of the tournament / event organizers, alcoholic beverage prices may be increased during the event with the increased margin being provided to the event organizers. This agreement shall not include non golf course related events which have occurred from time to time at Lake Emerson and catering associated with the rental of the Old Club House located on Wingfield Road. If the Operator is requested, and agrees to provide concession services for an event at the Old Club House, such concessions will be bound by the terms of this agreement. This agreement does not permit the Operator to operate any other type of business from the premises. Operator shall not place or cause to be placed, any equipment or other furniture or fixtures upon the premises without prior consent of the City. Operator shall not incur any liability on behalf of the City.

## **II. Operator Contractual Duties**

1. Bar and Grill shall be open between the hours of 10 am and 3 pm, 7 days per week during the golf season (typically between March 31<sup>st</sup> and November 30<sup>th</sup>) with extended hours at the Operators discretion with operations after 9 pm requiring City approval due to the residential character of the surrounding neighborhood.
2. City accepts Operator's proposal that she shall be responsible for coordinating the preparation of continental breakfast style concessions to be available at the pro shop prior to course opening.
3. City accepts Operator's proposal that she is obtaining and during the life of this Agreement, will maintain a Type 47 License from the California Department of

Alcoholic Beverage Control. City also accepts Operator's proposal that said licenses shall be surrendered and transferred free of charge to any subsequent operator.

4. City accepts Operator's proposal that Operator will be responsible for coordinating day to day concession operations with a contribution of at least forty direct service hours per week and that Operator will prepare marketing and advertising materials, provide food handling and customer service training to all Bar and Grill staff and that Operator will schedule, plan and cater special events and tournaments. City also accepts Operator's proposal that she will perform daily close of operations including accounting for all sales in accordance with city policies. Operator understands that City cannot accept her proposal for this contract concession without Operator assisting City in the following of accepted municipal accounting practices.
5. City accepts Operator's proposal that her operations will involve obtaining all appropriate permits and licenses during the course of operation of the concession.
6. City accepts Operator's proposal that she will maintain complete list of menu items including price and that all pricing shall be based on providing a value product at a price comparable to area restaurants and golf course concessions.
7. City accepts Operator's proposal that she will order and maintain appropriate product inventories and a process of tracking inventories on a monthly basis.
8. City accepts Operator's proposal that she will maintain the facilities, including restrooms in a safe and sanitary manner and ensure that any conditions that are hazardous or potentially dangerous are promptly brought to the attention of the City Administrator.
9. City accepts Operator's proposal that she shall not permit any illegal activities to be conducted upon the premises and shall remove or have removed any individual that is conducting themselves in a disorderly or inappropriate manner, calling upon the assistance of peace officers if necessary to assist in maintaining peaceful conditions.
10. City accepts Operator's proposal that staff supplied by the Operator shall be hired in compliance with all appropriate labor laws and due to the fact that Operator is an independent contractor will sign an acknowledgement of their employment by Operator upon their employment by Operator.

11. City accepts Operator's representation that she will be solely responsible for payment of all Self Employment taxes based upon the contract payments from City as hereinafter outlined.

### **III. City Duties Under Agreement**

1. Provide restaurant facilities including basic supplies, materials and equipment needed for operation upon execution of this agreement based upon Operator's inspection of the premises. City will provide the funds and purchase approved items, including but not limited to Type 47 alcoholic beverage license, restaurant equipment, materials, supplies and food and beverage inventories. All such items shall remain the property of the City.
2. Maintain all utilities, licenses, insurances, taxes and other expenses associated with the facilities.
3. At the operators request provide additional staff to assist during peak operating times.

### **IV. Term**

This AGREEMENT shall commence upon execution and shall continue until December 31, 2013. Any extension will require the approval of the City and the Operator.

### **V. Payment**

In return for these services City shall compensate Operator \$12,000 in U.S currency to be paid in \$1,500 monthly increments beginning in April 2013 with the final payment in November 2013. In addition to this compensation the Operator will be entitled to 50 percent of the net proceeds for all concession activities. Net proceeds shall mean the profit after the deduction of all direct concession operating costs including but not limited to inventory, supplies, material, staffing, utilities, insurance and licensing costs but shall not include liquor license costs or Operator compensation (\$12,000) listed above. At the end of each month the operating costs shall be calculated. When a net profit is identified the City shall compensate the Operator on or before the 15<sup>th</sup> day of the following month. If a dispute arises in connection with this calculation the City of Susanville Golf Course Sub-Committee

consisting of the City Administrator and two members of the City Council shall convene to review and settle the dispute.

**VI. Business and Operating Records**

Operator shall make available any and all concession related records to the City and or its auditors and shall keep all records in a form prescribed by the City.

**VII. Termination of Agreement**

This Agreement is terminable upon thirty (30) days written notice by either party. Upon termination Operator shall surrender to City all keys and equipment the property of City that may be in her possession or the possession of her agents.

**VIII. Hold Harmless Clause**

Operator agrees to protect, indemnify and save City from and against any and all liability to third parties resulting from Operator's activities on the premises.

**IX. Insurance**

Operator represents that she has or will obtain during the period of this Agreement public liability and property damage insurance issued by an insurance company acceptable to City and insuring City against loss or liability caused by or connected with Operator's activities under this Agreement in the amount of \$1,000,000 for injury or death of one or more persons and \$1,000,000 for damage or destruction of any property of others.

**X. No Assignment**

This Concession Agreement is based upon the personal qualifications that Operator has offered City and City's trust in Operator and therefore may not be assigned by Operator to anyone.

**XI. Sole Agreement**

This Agreement is the sole and only Agreement between Operator and City. Any disputes regarding the interpretation of this Agreement or resolution of disputes arising from this Agreement shall be presented for resolution to the City Golf Sub-Committee by City and Operator.

**XII. Attorney Fees**

If resolution by the City Golf Sub-Committee fails and any litigation is commenced between the parties to this Agreement regarding same then the prevailing party shall be entitled to an award of attorney fees.

**XIII. Notices**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement to be served or given to either party shall be in writing and shall be deemed duly served and given when personally delivered by either party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first class postage prepaid and addressed as follows:

To City:

City Of Susanville  
66 North Lassen Street  
Susanville, CA 96130

To Operator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on \_\_\_\_\_, 2013 at Susanville, Lassen County, California.

CITY OF SUSANVILLE

OPERATOR

\_\_\_\_\_  
Rod E. De Boer, Mayor

\_\_\_\_\_  
Tammy Wheeler

ATTEST:

CITY ATTORNEY

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

\_\_\_\_\_  
Peter M. Talia

AGENDA ITEM NO. 9D

Reviewed by: [Signature] City Administrator  
[Signature] City Attorney

Motion Only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted By:** Tom Downing, Chief of Police

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** **Resolution Number 13-4927** declaring six (6) Ruger Mini-14 rifles surplus and authorizing the Police Department to take action to sell them.

**PRESENTED BY:** Tom Downing, Chief of Police

**SUMMARY:** Due to their age, and advancements in technology, the six (6) Ruger Mini 14 rifles the Police Department utilized as patrol rifles are now at the end of their useful life as law enforcement weapons.

The Police Department is requesting the approval to surplus the weapons, described in Exhibit "A" of the resolution, and offer them for sale to law enforcement personnel at fair market value as determined by a licensed gun dealer. The transfer of ownership will be conducted in accordance with current laws. The purchaser will incur all transfer fees associated with the purchase. The revenue generated from the sale of the weapons will be used to repair or purchase weaponry meeting current law enforcement standards.

**FISCAL IMPACT:** Sale is estimated to generate approximately \$2,100.00 in revenue.

**ACTION REQUESTED:** Motion approving **Resolution Number 13-4927** Declaring six (6) Ruger Mini-14 rifles surplus and authorizing the Police Department to take action to sell them.

**ATTACHMENTS:** Resolution 13-4927  
Exhibit "A"

**RESOLUTION NO. 13-4927**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**DECLARING SIX RUGER MINI-14 RIFLES SURPLUS AND**  
**AUTHORIZING THE SALE**

**WHEREAS**, City staff has determined that six (6) Ruger Mini-14 Rifles belonging to the Susanville Police Department rifles are now at the end of their useful life as law enforcement weapons.

**WHEREAS**, the City Council of the City of Susanville declares that the rifles as listed on attached Exhibit "A" to be surplus; and

**WHEREAS**, the City Council of the City of Susanville authorizes the sale of the surplus rifles as listed on Exhibit "A" to law enforcement personnel

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Susanville declares the rifles as listed on attached Exhibit "A" surplus and authorizes City staff to take the necessary action to sell the surplus items.

APPROVED: \_\_\_\_\_  
Rodney DeBoer, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 20<sup>th</sup> day of February, 2013 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Peter Talia, City Attorney

EXHIBIT "A"

**Ruger Mini-14 Rifles for Surplus**

Serial Numbers:

1. 181-01167
2. 181-00582
3. 187-08709
4. 196-63321
5. 196-63153
6. 196-63611

Reviewed by: SAH City Administrator  
           City Attorney

       Motion only  
       Public Hearing  
  X   Resolution  
       Ordinance  
       Information

**Submitted by:** Craig C. Platt, Public Works Director

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Consider **Resolution Number 13-4919** authorizing the continuation of phase II Water Meter Replacement Project and hire one full-time temporary Maintenance Worker II to complete the project.

**PRESENTED BY:** Craig C. Platt, Public Works Director

**SUMMARY:** At the May 21, 2008 City Council meeting, Staff presented a plan to begin funding water projects to maintain the City's aging water system. The focus of the plan was to implement a rate increase which was necessary to fund the infrastructure improvements. In addition, Staff presented a three year plan to begin replacement. Phase One included the replacement and upgrade of water meters. The plan as presented on May 21, 2008 is listed below:

Plan:

Year One

- Create Water System Replacement Work Plan in house
- Upgrade 300 touch pad water meters
- Replace 1200 meters

Year Two

- Replace additional 1200 meters

Year Three +

- Begin first water main and service replacement project at approximately 2500 +/- lineal feet per project.

Council approved a rate increase effective August 1, 2008 with the requirement that all additional revenues collected as a result of a rate increase be placed in a restricted fund to be used only for infrastructure replacement and improvement.

The replacement of the 300 touch pad water meters has been completed.

The Water Department has also replaced over 580 water meters throughout the water system since April 2009. Project 12-503-00 approved July 18, 2012 Resolution Number 12-4872 replacing 1200 water meters has been completed.

At this time Staff is requesting approval to continue implementing Phase Two of the replacement plan by purchasing 1200 new radio read water meters. Staff is requesting authorization to expend funds up to \$295,400 to purchase and install water meters and hire one full-time temporary Maintenance Worker II for about eight months starting in March 2013 to install the 1200 water meters working under the Water Departments supervision. This start date will be dependent on weather conditions.

**FISCAL IMPACT:**

- Material (meters): \$254,000
- Labor: \$ 25,400
- Equipment \$ 16,000
- Total Project Funds \$295,400

The time and materials associated with this project will be tracked as a capital expense under project number 13-500-00.

January 31, 2013, \$1,123,717 has accumulated in the restricted fund. Per Council mandate these funds are restricted for the use of infrastructure replacement and improvement. Staff is requesting authorization to expend \$295,400 of these funds to purchase and install 1200 new radio read water meters.

Staff is working on construction plans for the Park Street Main and Service Replacement Project for Council's approval at a future meeting.

**ACTION REQUESTED:** Authorize the expenditure of up to \$295,400 to purchase and install 1200 new radio read water meters and hire Charles Chambers to a full-time temporary position of Maintenance Worker II at step E \$13.78 per hour for about eight months starting in March 2013.

**ATTACHMENTS:** Resolution Number 13-4919

**RESOLUTION NUMBER 13-4919**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**AMENDING THE 2012-2013 BUDGETS FOR THE 7114 WATER FUND**

**WHEREAS**, the City Council of the City of Susanville has created a restricted fund to improve the infrastructure of the City's aging water system; and

**WHEREAS**, the City Public Works Department has identified a need to purchase new and upgrade existing water meters.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Susanville has hereby approved a budget amendment to increase expenses for the 7114 Water Fund in the amount of \$295,400 under project number 13-500-00.

Dated: February 20, 2013

APPROVED: \_\_\_\_\_  
Rod E. De Boer, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 20<sup>th</sup> 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: ~~SA~~ City Administrator  
 AM City Attorney

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

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

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Ordinance No. 13-0988 deleting and replacing chapter 15.40 "Floodplain Management" of the City of Susanville Municipal Code

**PRESENTED BY:** Charlie Palmer, Building Official

**SUMMARY:** At its meeting of February 6, the City Council considered revisions to Chapter 15.40 of the Susanville Municipal Code to reflect changes in the Federal Government's minimum requirements for floodplain management regulations. 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 areas 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. At its meeting of February 6, 2013 the City Council voted to waive the first reading and introduce Ordinance 13-0988. If approved, the attached ordinance will be published pursuant and take effect on March 20, 2013.

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

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

**ATTACHMENTS:** Ordinance 13-0988



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- 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;

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

11 **15.40.050 DEFINITIONS**

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

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

16 "Accessory structure" means a structure that is either:

- 17 1. Solely for the parking of no more than 2 cars; or  
18 2. A small, low cost shed for limited storage, less than 150 square feet and  
19 \$1,500 in value.

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

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

27 "Apex" means a point on an alluvial fan or similar landform below which the flow  
28 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.

- 1 "Area of special flood hazard" - See "Special flood hazard area."
- 2 "Base flood" means a flood which has a one percent chance of being equaled or  
3 exceeded in any given year (also called the "100-year flood"). Base flood is the  
4 term used throughout this ordinance.
- 5 "Base flood elevation" (BFE) means the elevation shown on the Flood Insurance  
6 Rate Map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water  
7 surface elevation resulting from a flood that has a 1-percent or greater chance of  
8 being equaled or exceeded in any given year.
- 9 "Basement" means any area of the building having its floor sub grade - i.e., below  
10 ground level - on all sides.
- 11 "Building" - see "Structure".
- 12 "Development" means any man-made change to improved or unimproved real  
13 estate, including but not limited to buildings or other structures, mining, dredging,  
14 filling, grading, paving, excavation or drilling operations or storage of equipment or  
15 materials.
- 16 "Encroachment" means the advance or infringement of uses, plant growth, fill,  
17 excavation, buildings, permanent structures or development into a floodplain  
18 which may impede or alter the flow capacity of a floodplain.
- 19 "Existing manufactured home park or subdivision" means a manufactured  
20 home park or subdivision for which the construction of facilities for servicing the  
21 lots on which the manufactured homes are to be affixed (including, at a minimum,  
22 the installation of utilities, the construction of streets, and either final site grading or  
23 the pouring of concrete pads) is completed before June 6, 1985.
- 24 "Expansion to an existing manufactured home park or subdivision" means  
25 the preparation of additional sites by the construction of facilities for servicing the  
26 lots on which the manufactured homes are to be affixed (including the installation  
27 of utilities, the construction of streets, and either final site grading or the pouring of  
28 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.

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  - 2 **"Flood Insurance Rate Map (FIRM)"** means the official map on which the Federal
  - 3 Emergency Management Agency or Federal Insurance Administration has
  - 4 delineated both the areas of special flood hazards and the risk premium zones
  - 5 applicable to the community.
  - 6
  - 7 **"Flood Insurance Study"** means the official report provided by the Federal
  - 8 Insurance Administration that includes flood profiles, the Flood Insurance Rate
  - 9 Map, the Flood Boundary and Floodway Map, and the water surface elevation of
  - 10 the base flood.
  - 11
  - 12 **"Floodplain or flood-prone area"** means any land area susceptible to being
  - 13 inundated by water from any source - see **"Flooding."**
  - 14
  - 15 **"Floodplain Administrator"** is the community official designated by title to
  - 16 administer and enforce the floodplain management regulations.
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  - 18 **"Floodplain management"** means the operation of an overall program of
  - 19 corrective and preventive measures for reducing flood damage and preserving
  - 20 and enhancing, where possible, natural resources in the floodplain, including but
  - 21 not limited to emergency preparedness plans, flood control works, floodplain
  - 22 management regulations, and open space plans.
  - 23
  - 24 **"Floodplain management regulations"** means this ordinance and other zoning
  - 25 ordinances, subdivision regulations, building codes, health regulations, special
  - 26 purpose ordinances (such as grading and erosion control) and other application of
  - 27 police power which control development in flood-prone areas. This term
  - 28 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

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

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

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

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

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

27 "**Historic structure**" means any structure that is:

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

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

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

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

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

13 1. An unfinished or flood resistant enclosure below the lowest floor that is  
14 usable solely for parking of vehicles, building access or storage in an area  
15 other than a basement area, is not considered a building's lowest floor  
16 provided it conforms to applicable non-elevation design requirements,  
17 including, but not limited to:

18 a. The flood openings standard in Section 15.40.180(c)(3);

19 b. The anchoring standards in Section 15.40.180(a);

20 c. The construction materials and methods standards in Section  
21 15.40.180(b); and

22 d. The standards for utilities in Section 15.40.190.

23 2. For residential structures, all sub grade enclosed areas are prohibited as  
24 they are considered to be basements (see "**Basement**" definition). This  
25 prohibition includes below-grade garages and storage areas.

26 "**Manufactured home**" means a structure, transportable in one or more sections,  
27 which is built on a permanent chassis and is designed for use with or without a  
28 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.

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"**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

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

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

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

8 "**Special flood hazard area (SFHA)**" means an area in the floodplain subject to a  
9 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.

10 "**Start of construction**" includes substantial improvement and other proposed  
11 new development and means the date the building permit was issued, provided  
12 the actual start of construction, repair, reconstruction, rehabilitation, addition,  
13 placement, or other improvement was within 180 days from the date of the permit.  
14 The actual start means either the first placement of permanent construction of a  
15 structure on a site, such as the pouring of slab or footings, the installation of piles,  
16 the construction of columns, or any work beyond the stage of excavation; or the  
17 placement of a manufacture home on a foundation. Permanent construction  
18 does not include land preparation, such as clearing, grading, and filling; nor does it  
19 include the installation of streets and/or walkways; nor does it include excavation  
20 for a basement, footings, piers, or foundations or the erection of temporary forms;  
21 nor does it include the installation on the property of accessory buildings, such as  
22 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.

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

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

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

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

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

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

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

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

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

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

22 **15.40.060 LANDS TO WHICH THIS ORDINANCE APPLIES.**

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

25 **15.40.070 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD  
26 HAZARD.**

27 The areas of special flood hazard identified by the Federal Emergency  
28 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.**

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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

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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

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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.

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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.**

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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;

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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

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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

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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

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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

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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

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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:

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- 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

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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.

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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

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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 FLOOP PROTECHION 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.

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

4 **15.40.280 ADMENDMENTS AND RECISIONS TO NFIP MAPS.**

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

23 **15.40.290 SINGLE STRUCTUE EXEMPTIONS.**

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

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

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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. De Boer, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

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The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Susanville, held on the 20th of February, 2013 by the following polled vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

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

Reviewed by: ~~\_\_\_\_~~ City Administrator  
 Amy City Attorney

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

**Submitted by:** Jared G. Hancock, City Administrator

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Acquisition of Johnstonville Water System

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** On previous occasions there has been discussion before the City Council regarding the possibility of the City acquiring the Johnstonville water system located on the northerly side of Highway 395 near the entrance to the Susanville Airport. Currently, the water system is the sole asset of County Service Area (CSA) #2 which was formed in 1994 to provide water and sewage disposal services to approximately 380 parcels in the Johnstonville area. There is currently one customer connected to the system which is the Cal Trans maintenance facility on Diane Drive.

On January 18, 2012, the Council received an overview from the City's Public Works Director regarding the operations, future expansion potential and operating costs/revenue of the system. The report is included as Attachment "A".

There is continued interest on the part of the City and the County to transfer the system to the City of Susanville. At the request of the County the City intends to expand the system, where feasible, to serve additional customers in the vicinity in addition to the future needs of the Susanville Airport. Expansion to the airport would also provide the ability to have a fire hydrant with capacity to fill fire trucks and will help improve fire fighting services to both the City and County.

In order to transfer the water system to the City several items need to be addressed. These items include the continuation of water service to the Cal Trans maintenance yard, the modification of CSA#2, continuation of testing during transfer, maintenance of the facility and modifications to the City Municipal Code to address how the system will be administered particularly with respect to the process for charging existing and new water users. Attached is the County Resolution that established the current fees (Attachment "B").

Based on previous Council direction, staff has gathered additional information on the site and existing water system including obtaining a preliminary title report for the property, getting a copy of the original agreement between Cal Trans and the County included as Attachment "D", and reviewing the current fee resolution adopted by the County.

If the Council wishes to pursue acquisition of the water system and the parcel on which it lies, staff is recommending that the City take the following steps to complete the transfer.

1. Enter into a cooperative agreement with the County, Attachment "C", which will outline the steps and responsibilities each organization will have in the process.
2. The City to acquire title to the property known as APN 116-170-15, approximately 0.26 acres in size and an easement over APN 116-180-48 which contains the waterline serving Cal Trans. A draft deed is included as attachment "F."
3. Once title has transferred the City will adopt an ordinance establishing the method by which water rates are reviewed and established substantially the same as the current agreement between Lassen County and Cal Trans, Attachment "D."
4. The County will initiate the dissolution of CSA #2 with Lassen County LAFCo and will ensure that the process is completed.
5. Until the CSA has been dissolved payments for water service from Cal Trans will still be made to the CSA and a mechanism for transferring those funds to the City is included in the Cooperative Agreement, Attachment "C."
6. Adopt Resolution 13-4925 which authorizes City staff to negotiate the outlined steps with Lassen County. Attachment "E"

**FISCAL IMPACT:** It is anticipated that the transfer would be cost neutral. Staff estimates annual operating costs of \$18,000 and annual revenue of \$18,000.

**ACTION REQUESTED:** Adopt Resolution 13-4925 initiating the process to acquire the Johnstonville water system and associated parcel.

**ATTACHMENTS:**

- "A" - Public Works Report, Johnstonville Water System
- "B" - Lassen County Resolution 11-028.
- "C" - Draft Cooperative Agreement
- "D" - Original Cal Trans and County Agreement
- "E" - City Council Resolution 13-4925
- "F" - Draft Deed

Reviewed by: WP City Administrator  
WP Finance Director  
WP City Attorney  
WP City Clerk

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

**Submitted by:** Craig Platt, Pubic Works Director

**Action Date:** January 18, 2012

*Exhibit  
A*

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Review of Johnstonville Water System and as by the City.

**PRESENTED BY:** Craig Platt, Public Works Director

**SUMMARY:**

Staff has reviewed various studies and reports prepared over the years. Attached is report prepared by City Staff presenting an assessment of the potential use of the water system by the City. The Johnstonville Water System has limited opportunities for expansion in the near future. The rates currently paid by Caltrans would allow the City to operate the system in the black in the foreseeable future. There are opportunities for modest expansion to include the Susanville Municipal Airport and possibly the County Office of Education. It would be prudent to install an additional well for redundancy as customers are added.

If the City agrees to take this system on, it will be important to maintain reasonable expectations for growth. The City will not govern land use but will need some jurisdictional authority in this service area. At this time, it is unclear what jurisdictional authority the City will have in the service area. At a minimum, the City would need some assurance that sizable new developments would be required to install and dedicate water improvements and that existing residents would not be permitted to drill new wells but rather connect to the Johnstonville Water System, in the event of a failed well. This is if, they are within a reasonable distance from a system water main.

The City has experienced water personnel employed in its Public Works Department, employees experienced in water distribution and treatment, pressure zone management, radio telemetry, SCADA systems, engineering, and multiple other aspects of operating a successful municipal water system. It is logical for the City to use this resource to operate the Johnstonville Water System insofar as it provides value to the City. Staff feels that assuming the operation of the service district will provide a value to the City by using the infrastructure as a means of providing fire protection at the Susanville Municipal Airport and serving other institutional facilities in the area to offset the cost of maintaining and operating the system. This will always be dependent on the City's ability to operate and grow the system incrementally and have the system pay for itself. To enhance this

ability the City should work with the County to institute policies, regulations, and/or other mechanisms that the City can use to grow the system.

The next step will be to begin the process of defining the authority and boundaries of a new service area. Staff will need to work with both the County Planning Department and LAFCO to accomplish this task. It is critical to the success of this endeavor to set things up properly so that the newly created service area has the authority to grow the system.

**FISCAL IMPACT:** Based on the information the City currently has, it appears that the system generates adequate revenue to cover expenses.

**ACTION REQUESTED:** Provide direction to staff.

**ATTACHMENTS:**

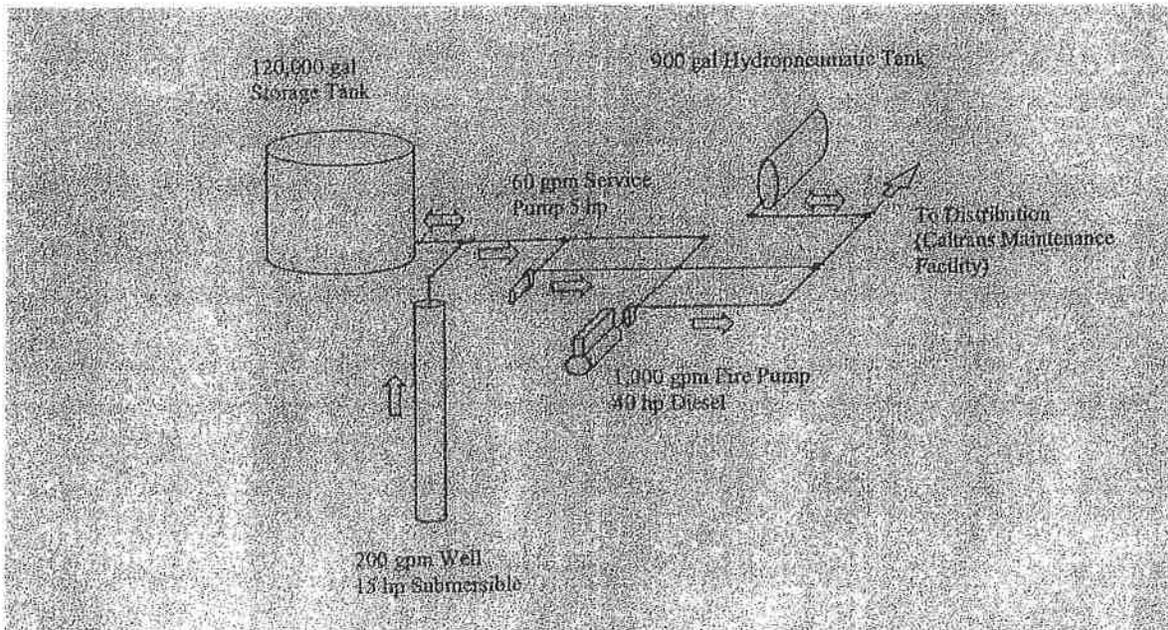
Johnstonville Water System Report.

## Johnstonville Water System Report

### Existing Facilities:

This existing water facility in Johnstonville is the first phase of what was planned to be a larger water system serving the Johnstonville Area. County Service Area #2 was formed 1991 to stimulate growth and economic development in the Johnstonville Area (ATTACHMENT 1). The Johnstonville Water System was built in the Spring of 1995. The facility combines an approximately 400 foot deep well with a 15 HP submersible pump capable of 200 gallons per minute (gpm); the well pump serves a 120,000 gallon tank. Due to the elevation of the site, a 900 pressure vessel served by a 60 gpm service pump is used to boost the pressure in the system to adequately serve the system's only customer (Caltrans Maintenance Facility). In addition the system is equipped with a 40 HP diesel fire pump capable of pumping approximately 1000 gallons per minute.

The facility is almost 17 years old and appears to include all original equipment. The following is a system schematic taken from a 1999 Engineering Study done by HydroScience Engineers Inc.



### History of Expansion Efforts:

Over the years the County has attempted to expand the system. The most recent was in 2005 when the County was considering the Ralston Subdivision. The Ralston Subdivision was proposed as a 69 acre subdivision that would have created approximately 56 residential lots. The needs identified to expand the system were an additional well and tank for redundancy as well as capacity. It is not practical to

serve a community or subdivision with a system containing just one well because; if the well goes down, all the customers are without water. In addition, a subdivision the size of the Ralston Subdivision would need additional water storage for fire protection. The Ralston Subdivision was not completed.

In 1999, the County hired HydroScience Engineers, Inc. to evaluate the Johnstonville Water System. The highlights of the study included projected water demand, fire flow requirements, water supply requirements, storage requirements, and a discussion of distribution system alternatives. All of the system alternatives assume over 360 connections to the water system. Attached is a map of the HydroScience's recommended alternative (Alternative 3, see ATTACHMENT 2). If expanded as recommended in the drawing, with the anticipated customer connections, the system would probably be profitable over time. An extensive amount of work, both in construction, and securing customer connections would need to be completed. In 1999, the estimated construction costs for the recommended Alternative was \$891,250. The installation of an additional tank and distribution main line accounts for approximately 75% of the overall construction costs. Based on current costs, it is estimated that it would cost approximately three times more to complete than was estimated in 1999 (approximately 2.7 million dollars).

The inability of the Johnstonville Water System to effectively expand is due in large part to the limited demand for new water service connections in the area. The assumption of 360 connections assumes that every available customer would connect to the system. Existing residences in the area already have their water needs met and, at this time, we have no indication that the demand for new service connections will significantly increase in the foreseeable future.

#### **Future Expansion:**

There are two main factors that will determine the ability of the Johnstonville Water System to expand. One, is the demand for water service connections in the service area. Two, is the system's ability to meet the demand. A development driven expansion would be an ideal scenario where the development creates the demand by adding residences and in turn meets the demand by expanding the infrastructure as a condition of development.

Absent new development, it is not feasible to expect the system to expand. Existing residences in the service area have their water needs met. Unless an individual well fails and a water main is within a reasonable distance such that it is cost effective to connect to the water system; relying on connecting the existing residents of the area is not practical.

The Susanville Municipal Airport may be able to benefit by extending a main line from the water system to serve as fire protection. Staff will pursue information from FAA regarding possible grant opportunities, because the cost for such an expansion would be substantial. If the City were successful in obtaining a grant, then the water system in Johnstonville would be an asset to the City. In addition, the Lassen County Office of Education has expressed interest in connecting to the Johnstonville Water System.

### Capacity of System:

The 1999 HydroScience Engineer's report indicated that the current system could support up to 260 equivalent dwelling units. It would be a poor practice to operate a system with that many customers without a backup well in the system. Any sizeable expansion of the system would require that an additional well be drilled or connected to the system.

### Municipal Jurisdiction:

As a General Law City, the City of Susanville exercises authority over several aspects of land use and growth within its corporate boundaries. For example, the City has adopted a well ordinance and a water service system ordinance as part of its municipal code. These ordinances have been in place for years and help to keep the City's water resources safe and provide a mechanism for assessing fees and rates to the City's water customers.

As an example, City Code requires subdividers to install approved water systems and offer the approved system for dedication to the City. This lets developers know that if they are building in the City, they are required to connect to the City's water system or build a complete standalone system for dedication to the City.

Operating a utility outside of the city limits may be more of a challenge. The authority the City holds within its corporate boundaries are held by the County, outside of its corporate boundaries. Questions as to how the existing County Service Area will be restructured will need to be answered. The County has operated under a policy of voluntary connection to the water system and as such has not made any new connections. Some residents may be willing to connect, however; extensive construction work will need to be completed before a water main is in close proximity to connect.

The parameters and authorities of the service agency will need to be established and clearly defined before any additional progress can be made regarding the potential growth of the system. At a minimum, the City would need some assurance that sizable new developments would be required to install and dedicate water improvements and that existing residents would not be permitted to drill new wells but rather connect to the Johnstonville Water System, in the event of a failed well. This is if, they are within a specified distance from a system water main.

**Operating Expenses:**

The City estimates the annual cost of operating the Johnstonville Water System in its current state as follows.

Pumping Power: \$2,000.00

Labor: \$8,000.00

Capital Maintenance Expense: \$7,000.00

Total: \$17,000

County Service Area #2 currently owes various county funds approximately \$175,000. There have been several discussions at the County regarding forgiving this debt, however; it appears that no official action has occurred.

**Anticipated Revenues:**

Staff estimates the annual revenues generated by the Johnstonville Water System in its current state as follows.

Caltrans Maintenance Shop: Approximately: \$18,000

This number is based on what Caltrans is currently paying in fees to the County.

**Conclusion:**

Staff has reviewed various studies and reports prepared over the years. The Johnstonville Water System has limited opportunities for expansion in the near future. The rates currently paid by Caltrans will allow the City to operate the system in the black in the foreseeable future. There are opportunities for modest expansion to include the Susanville Municipal Airport and possibly the County Office of education. It would be prudent to install an additional well for redundancy as customers are added.

If the City agrees to take this system on, it will be important to maintain reasonable expectations for growth. The City will not govern land use or have any police powers in this service area. This may limit the City's ability to expand the system. At this time, it is unclear what jurisdictional authority the City will have in the service area.

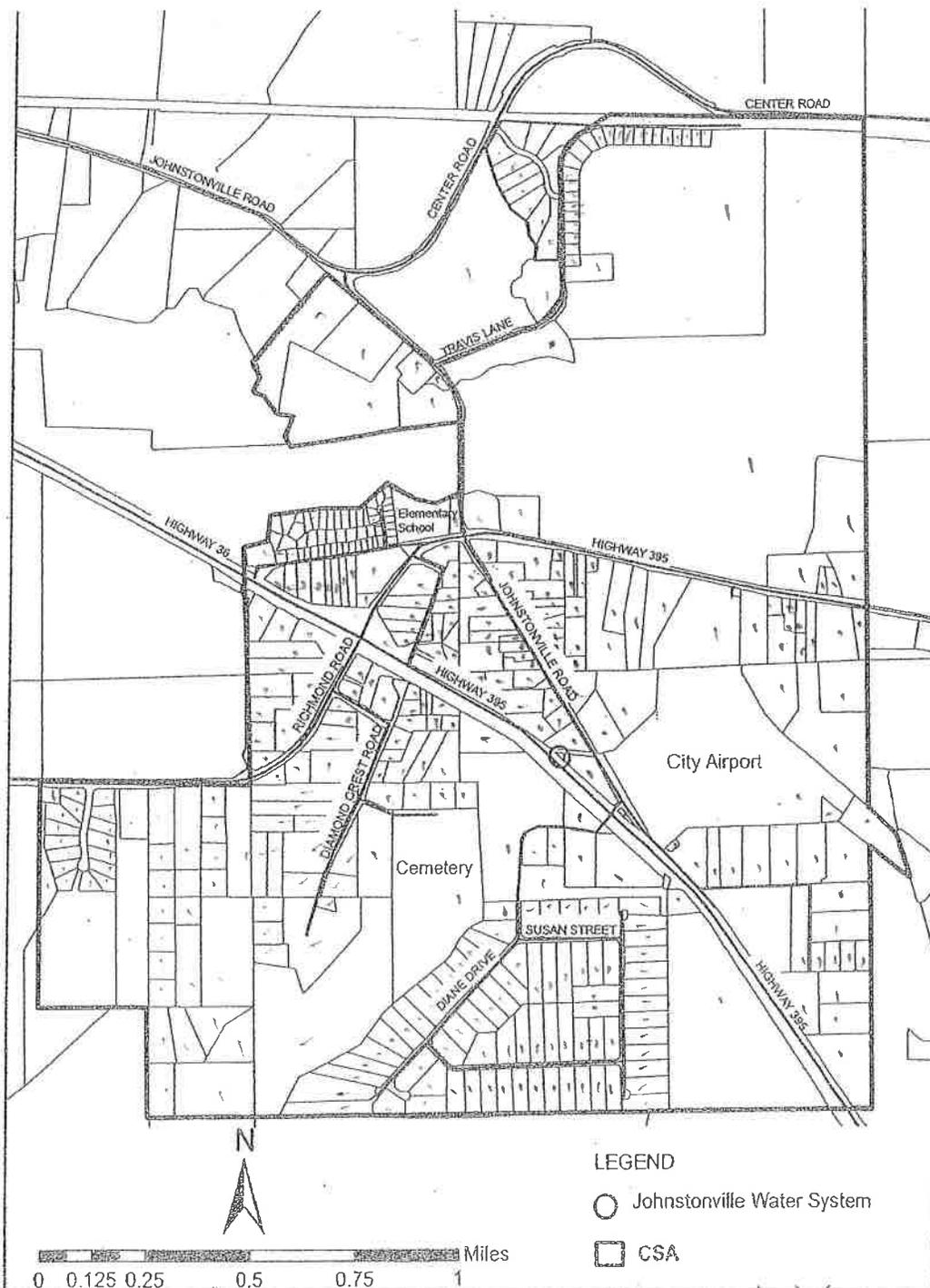
The City has experienced water personnel employed in its Public Works Department. Employees experienced in water distribution and treatment, pressure zone management, radio telemetry, SCADA systems, engineering, and multiple other aspects of operating a successful municipal water system. It is logical for the City to use this resource to operate the Johnstonville Water System insofar as it provides value to the City. Staff feels that assuming the operation of the service district will provide a value to

the City by using the infrastructure as a means of providing fire protection at the Susanville Municipal Airport and serving other institutional facilities in the area to offset the cost of maintaining and operating the system. This will always be dependent on the City's ability to operate and grow the system incrementally and have the system pay for itself. To enhance this ability the City should work with the County to institute policies, regulations, and/or other mechanisms that the City can use to grow the system.

ATTACHMENT 1

EXISTING COUNTY SERVICE AREA TWO  
BOUNDARIES

# Johnstonville Water System Johnstonville County Service Area (CSA)



## ATTACHMENT 2

# HYDROSCIENCE STUDY RECOMMENDED ALTERNATIVE PER 1999 WATER SYSTEM EVALUATION



**Table 3-6 Alternative 3 Capital Costs**

| Item                                 | Unit | Quantity | Unit Price | Cost             |
|--------------------------------------|------|----------|------------|------------------|
| Steel Storage Tank                   | GAL  | 240,000  | 0.60       | 144,000          |
| Booster Pumps                        | EA   | 3        | 5,000      | 15,000           |
| Hydropneumatic Tank                  | EA   | 1        | 22,000     | 22,000           |
| Miscellaneous Mechanical             | LS   | 1        | 12,000     | 12,000           |
| Electrical and Instrumentation       | LS   | 1        | 15,000     | 15,000           |
| Chlorination Equipment               | LS   | 1        | 5,000      | 5,000            |
| Emergency Generator                  | EA   | 1        | 50,000     | 50,000           |
| Paving and Grading                   | LS   | 1        | 10,000     | 10,000           |
| Well - Including Pump and Motor      | LS   | 1        | 40,000     | 40,000           |
| Distribution Piping - 10"            | LF   | 3,476    | 40         | 139,040          |
| Distribution Piping - 8"             | LF   | 11,406   | 35         | 399,210          |
| Freeway Crossings                    | EA   | 2        | 20,000     | 40,000           |
| <b>Subtotal</b>                      |      |          |            | <b>891,250</b>   |
| Contingencies (10%)                  |      |          |            | 106,950          |
| Engineering and Administration (10%) |      |          |            | 89,125           |
| <b>Total</b>                         |      |          |            | <b>1,087,325</b> |

*Operations and Maintenance Costs*

**Table 3-7 Operations and Maintenance Costs**

| Item                        | Unit<br>(units) | Unit Cost<br>(\$/unit) | Quantity<br>(units/yr) | Cost (\$/yr)  |
|-----------------------------|-----------------|------------------------|------------------------|---------------|
| Hypochlorite                | gal             | 0.38                   | 1,200                  | 456           |
| Pumping Power               | KWH             | 0.12                   | 100,000                | 12,000        |
| Labor                       | hrs             | 30                     | 1,040                  | 31,200        |
| Capital Maintenance Expense | LS              | 20,000                 | 1                      | 20,000        |
| <b>Total Annual Costs</b>   |                 |                        |                        | <b>63,656</b> |

**EXHIBIT B**  
**RESOLUTION # 11-028**

**A RESOLUTION ESTABLISHING WATER RATES FOR COUNTY SERVICE AREA NO. 2 WATER SYSTEM.**

WHEREAS, the County of Lassen established the Service Area No. 2 to provide certain extended services, to wit, water and sewage treatment pursuant to the provisions of Government Code Section 25210, and

WHEREAS, the Service Area No. 2 Water System has provided water service to a single customer, the CalTrans Maintenance Facility, since it became operable in December 1994; and

WHEREAS, Ordinance 521-A provides for periodic review of rates for the Service Area No. 2 Water System;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Lassen as follows:

SECTION 1: Quantity Rates. Quantity rates are those monthly rates for water supplied through the meter, and are as follows: \$0.73 per one hundred cubic feet.

SECTION 2: Overhead Rates. Overhead rates are those monthly rates for fixed costs associated with continual operating expenses, and are as follows: \$1,432.74 per month evenly distributed based on usage by each customer.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Lassen held on July 12, 2011 by the following vote:

AYES: Supervisors Chapman, Pyle, Wosick, Dahle and Hanson

NOES: None

ABSENT: None

ABSTAIN: None

  
\_\_\_\_\_  
Chairman, JTM CHAPMAN  
Lassen County Board of Supervisors

ATTEST:  
JULIE BUSTAMANATE, COUNTY CLERK

By   
\_\_\_\_\_  
Lassen County Clerk



**RESOLUTION # 11-028**

**A RESOLUTION ESTABLISHING WATER RATES FOR COUNTY SERVICE AREA NO. 2 WATER SYSTEM.**

WHEREAS, the County of Lassen established the Service Area No. 2 to provide certain extended services, to wit, water and sewage treatment pursuant to the provisions of Government Code Section 25210, and

WHEREAS, the Service Area No. 2 Water System has provided water service to a single customer, the CalTrans Maintenance Facility, since it became operable in December 1994; and

WHEREAS, Ordinance 521-A provides for periodic review of rates for the Service Area No. 2 Water System;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Lassen as follows:

SECTION 1: Quantity Rates. Quantity rates are those monthly rates for water supplied through the meter, and are as follows: \$0.73 per one hundred cubic feet.

SECTION 2: Overhead Rates. Overhead rates are those monthly rates for fixed costs associated with continual operating expenses, and are as follows: \$1,432.74 per month evenly distributed based on usage by each customer.

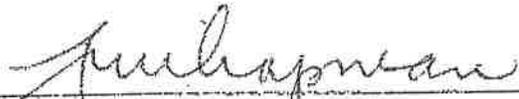
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Lassen held on July 12, 2011 by the following vote:

AYES: Supervisors Chapman, Pyle, Wosick, Dahle and Hanson

NOES: None

ABSENT: None

ABSTAIN: None

  
\_\_\_\_\_  
Chairman, JTM CHAPMAN  
Lassen County Board of Supervisors

ATTEST:  
JULIE BUSTAMANATE, COUNTY CLERK

By   
\_\_\_\_\_  
Lassen County Clerk



## Attachment "C"

### COOPERATIVE AGREEMENT

This agreement entered into on \_\_\_\_\_, 2013, is between the CITY OF SUSANVILLE , a municipal corporation referred to herein as CITY, and

COUNTY OF LASSEN a political subdivision of the State of California, referred to herein as COUNTY.

#### RECITALS

1. COUNTY owns, operates and maintains a small municipal water system located on Assessor's Parcel Number (APN) 116-170-15, together with an underground water main within an easement over APN 116-180-48, commonly known as CSA Number 2-Johnstonville Water System.
2. Said water system provides domestic water to one customer, the Cal Trans Maintenance Station located on Diana Road as per an agreement executed between Cal Trans and County on September 13, 1993, identified as district Agreement No. 02 E551.
3. COUNTY has agreed to transfer title of APN 116-170-15 together with said easement and all improvements on the property and within the easement to CITY for the price of one dollar (\$1.00).
4. CITY has agreed to accept title to the property and to take over operation and maintenance and to continue providing water service to Cal Trans in accordance with Agreement No. 02 E551 or a new agreement negotiated between the City and Cal Trans.
5. Agreement No. 02 E551 between COUNTY and Cal Trans contains a provision that if County intends to transfer title to another owner, at least 120 days of notice shall be given to Cal Trans.

6. The parties hereto intend to define herein the terms and conditions under which the transfer of the Johnstonville Water System and associated real property from COUNTY to CITY will occur.

#### SECTION 1

##### COUNTY AGREES:

1. To execute a grant deed to CITY for APN 116-170-15 and easement over APN 116-180-48 for a cost of one dollar (\$1.00).
2. Title shall be given free of any financial encumbrances, debt, or monetary obligation.
3. County shall notify Cal Trans of the intended property transfer.
4. Upon execution of this agreement, COUNTY shall relinquish operation and maintenance of the Johnstonville Water System to CITY.
5. Upon execution of this agreement, COUNTY shall initiate an application to LASSEN LAFCo to dissolve CSA Number 2.
6. Until CSA number 2 is dissolved, County monies received by CSA number 2 for operation, maintenance, and sale of water shall be transferred to CITY.

#### SECTION 2

##### CITY AGREES

1. That upon execution of this agreement, CITY shall take over all costs, operations and maintenance of the Johnstonville Water System.
2. To continue providing water to Cal Trans under the terms contained in Agreement No. 02 E551.
3. Where feasible, City will expand the system to serve additional customers in the vicinity.

4. To accept title to APN 116-170-15 and the easement on APN 116-180-48 once CSA Number 2 has been dissolved.
5. That upon transfer of title, to enact by ordinance and/or resolution the same or similar procedure for reviewing the cost of providing water service to customers.
6. That upon transfer of title, to provide water service to Cal Trans at the same cost/rate in Board of Supervisor's Resolution 11-028 unless and until the City Council has adopted a new cost/rate in accordance with the procedures in 4 above.

\_\_\_\_\_  
Mayor, City of Susanville

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Lassen County Board of Supervisors

Date: \_\_\_\_\_

## EXHIBIT D

02-Las -5730  
Susanville Maintenance Station  
02-239808  
District Agreement No. 02E551

**COOPERATIVE AGREEMENT**

THIS AGREEMENT ENTERED INTO ON *September 13, 1993*, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

COUNTY OF LASSEN, a political subdivision of the State of California, referred to herein as COUNTY.

**9142**

## RECITALS

**9142**

1. STATE is empowered to enter into cooperative agreements to provide for the operation and maintenance of the STATE highway system, including all maintenance facilities.
2. COUNTY desires improvements, consisting of a proposed municipal water system, referred to herein as PROJECT, in the community of Johnstonville wherein STATE's proposed Susanville Maintenance Station, referred to herein as STATION, is located and COUNTY is willing to fund one hundred percent (100%) of all capital outlay, staffing and maintenance costs, except that STATE will advance \$150,000 towards PROJECT.
3. PROJECT incorporates the construction of a 625,000 gallon water storage tank, a well, a combination domestic and fire booster pump station and a distribution system.
4. STATE will be supplied with water without the high capital outlay and related maintenance associated with an on-site system.

5. COUNTY will have gained a municipal water system in the Johnstonville area allowing further development to occur and create a greater tax base for COUNTY.
6. COUNTY desires to provide all preliminary and construction engineering, administer, award, construct and maintain PROJECT and bear the full cost thereof.
7. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, constructed, financed, and maintained.

## SECTION I

### STATE AGREES:

1. To advance \$150,000 to COUNTY for payment of all STATION hook-up fees or STATE's water user prorata share of the amortization of the loan funding the First Phase of PROJECT design and construction. In the event that STATE's share is less than \$150,000, COUNTY shall return any surplus of the advance payment as per this agreement.
2. To deposit with COUNTY, within 25 days after the award of the contract for construction of said PROJECT, the amount of \$150,000.
3. To issue, at no cost to COUNTY, upon proper application by COUNTY, an encroachment permit to COUNTY authorizing entry onto STATE's right of way to perform survey and other investigative activities required for preparation of PROJECT's contract documents. If COUNTY uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain an encroachment permit. The permit will be issued at no cost upon proper application by the consultants.
4. To issue, at no cost to COUNTY and COUNTY's contractor, upon proper application by COUNTY and by COUNTY's contractor, the necessary two separate encroachment permits for required construction work within the State highway right of way.
5. To provide, at no cost to COUNTY, a qualified STATE representative who shall have authority to accept or reject work and materials or to order such actions as are needed for public safety or the preservation of property within the STATE's highway right of way and to assure compliance with all provisions of the encroachment permit(s) issued to COUNTY and COUNTY's contractor.

**SECTION II****COUNTY AGREES:**

1. To provide a combined domestic and fire water distribution system located on Diane Drive in the Johnstonville area that shall serve STATION including all necessary hook-up systems to connect service to STATION.
2. To provide all necessary preliminary engineering, including plans and specifications, and all necessary construction engineering services for PROJECT.
3. To apply for necessary encroachment permits for required work within State highway rights of way, in accordance with STATE's standard permit procedures.
4. Upon completion of PROJECT, to assume maintenance and liability responsibility of all portions of PROJECT inside and outside STATE's right of way.
5. To retain from STATE's \$150,000 advance payment only the amount for STATION hook-up fees or STATE's prorata share of the amortization of any and all loans for design and/or construction of the First Phase of said PROJECT, the amounts of which shall be established on the same basis as for all other properties and users within the First Phase of said PROJECT.
6. To reimburse STATE for any surplus of the \$150,000 advance payment. Said reimbursement shall be without interest and shall, at COUNTY's option, be in the form of direct payments and/or crediting STATE's normal water bills. The reimbursement to STATE may be, at COUNTY's discretion, acquired from, but not limited to, a prorated share of all new customer hook-up fees or a surcharge to the normal water bills, or any combination thereof; provided, however, that STATE shall be fully reimbursed any surplus advanced funding.
7. To establish a water rate for all customers served by PROJECT that shall be made up of two components: 1.) a prorata share of costs of the maintenance and operations of said PROJECT and 2.) a prorata share of the amortization of the indebtedness incurred in the design and/or construction of the First Phase of said PROJECT. It is understood that the rates cannot be established until the actual loans and/or grants have been acquired.
8. To supply STATION with water at a rate that includes only that portion of the total rate normally charged to other customers which is

attributed to the maintenance and operations of said PROJECT. The rate charged to STATE for water shall specifically not include that portion for amortization of any indebtedness incurred in the design and/or construction of the First Phase of said PROJECT, as STATE is paying its share of indebtedness up front.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. In the event that Federal-aid participation is not secured by March 1, 1994 this Agreement may be terminated by either party and COUNTY shall refund the \$150,000 advance to STATE within 25 days of receipt of the Notice of Termination.
2. In the event that this Agreement has not been terminated by March 1, 1994, COUNTY guarantees that PROJECT water shall be available to STATION by November 30, 1994 or at the time STATE commences occupancy of said STATION, whichever is later in time.
3. In the event that PROJECT is not completed and water is not available to STATION by November 30, 1994 or at the time STATE begins occupancy, whichever is later in time, COUNTY shall provide sufficient water perpetually to meet the domestic, landscaping and fire water demands for STATION at the same rate, as outlined in SECTION II of this Agreement, that is equivalent to the prorata share of COUNTY's projected cost of operation and maintenance of said PROJECT. COUNTY shall deliver by March 1, 1994 a mutually agreed upon contingency plan for supplying temporary water to STATION in the event that PROJECT water is not available by November 30, 1994 or at the time STATE begins occupancy, whichever is later in time. If COUNTY has not developed a mutually agreed upon contingency plan, for supplying temporary water to STATION, by March 1, 1994 this Agreement may be terminated by either party and COUNTY shall refund the \$150,000 advance to STATE within 25 days of receipt of the Notice of Termination.
4. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed will be automatically vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.
5. In the event COUNTY desires to transfer its ownership to an independent district, said water district shall assume the operation and maintenance service now performed by COUNTY and said district

shall assume all liabilities, rights and duties as established by this Agreement. COUNTY shall notify STATE at least 120 days in advance of any proposed transfer.

6. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
7. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless COUNTY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
8. COUNTY shall designate a COUNTY Project Coordinator and STATE shall designate a representative through whom all communications between the two agencies shall be channeled.
9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
10. This Agreement shall terminate when the following conditions have been met: 1.) COUNTY has fully repaid any surplus of the advance funding to STATE and 2.) when the indebtedness incurred, by COUNTY, in the design and/or construction of the First Phase of said PROJECT has been fully amortized.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

COUNTY OF LASSEN

JAMES W. van LOBEN SELS  
Director  
Director of Transportation

By: *Christine Beard*  
WILLIAM D. BIXBY, CAO

By: *E. Hoch*  
District Director

Attest: *Theresa Pugh*  
Clerk of the Board of Supervisors

Approved as to form and procedure:

*William D. Bixby*  
Attorney  
Department of Transportation

Certified as to funds and procedure:

9142

*Caroline U. Isordia* 10/15/13  
District Resource Management

## EXHIBIT E

### RESOLUTION NO 13-4925 A RESOLUTION OF THE SUSANVILLE CITY COUNCIL INITIATING THE PROCESS TO ACQUIRE THE JOHNSTONVILLE WATER SYSTEM FROM CSA No. 2, THE COUNTY OF LASSEN

**WHEREAS**, the County of Lassen operating in its capacity as the Board for County Service Area No. 2, has approached the City of Susanville to transfer title to the Johnstonville Water System located on APN 116-170-15 and 116-180-48 provided the City continue to maintain and operate the system and service existing customers; and

**WHEREAS**, the City Council has reviewed information prepared by the City's Public Works Department and Administrative staff with regards to the operation, maintenance, costs and revenues, potential for expansion, and procedure for acquiring the facility; and

**WHEREAS**, when feasible, the City intends to expand the water system to serve additional water users in the vicinity; and

**WHEREAS**, the City Council finds that the acquisition of the Johnstonville Water System will be of benefit to the Susanville Airport in terms of water for fire protection and water to service existing and future operations and businesses at the airport and;

**WHEREAS**, the City has the expertise and capacity to operate the system efficiently and to continue to service all existing water service obligations;

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

- A. Authorizes the Mayor or his designee to:
1. Enter into formal discussions with the County of Lassen to which will result in the execution of a deed transferring title of all facilities associated with the Johnstonville Water System to the City of Susanville.
  2. Draft a Cooperative Agreement between the City of Susanville and County of Lassen which establishes the steps that will be taken by the City and County upon transfer of the title to the property and facilities. These steps include but are not limited to: the obligation of the City to serve existing customers at the current cost; establishing a method for reviewing those costs and adopting any future rate changes; and, the obligation of the County to initiate and to diligently pursue the dissolution of County Service Area No. 2 through Lassen County LAFCo.

APPROVED: \_\_\_\_\_  
Rod E. De Boer, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 13-4925 was adopted at a regular meeting of the City Council of the City of Susanville held on the 20<sup>th</sup> 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

ATTACHMENT "F"

RECORDING REQUESTED BY:  
City of Susanville

WHEN RECORDED MAIL TO:  
City of Susanville  
66 N. Lassen Street  
Susanville, CA 96130

MAIL TAX STATEMENTS TO:  
City of Susanville  
66 N. Lassen Street  
Susanville, CA 96130

GRANT DEED

The undersigned grantor declares:

Documentary transfer tax is \$0.00

( ) computed on full value of property

( ) computed on full value less value of liens and encumbrances remaining at time of sale

( ) Unincorporated area: ( ) City of \_\_\_\_\_, and

APN: 116-170-15-11

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LASSEN, a political subdivision of the State of California, hereby GRANTS to the CITY OF SUSANVILLE, a municipal corporation of the State of California, all of the following described real property in the unincorporated area of the County of Lassen, State of California:

A portion of the NW ¼ of the NW ¼ of Section 13, Township 29 North, Range 12 East, Mount Diablo Meridian, more particularly described as Parcel A, as shown on "Parcel Map No. 76-11-74 for Dave and Mary Barr", filed in Book of 10 Maps, at Pages 129 and 130.

Together with an easement for water main purposes, 20 feet in width, the centerline of which is described as follows:

Commencing at the northeast corner of Lot 2 as shown on that map of Susanville Airport Industrial Park Unit No. 1 filed in Book 29 of Maps at Page 29 and running thence N 0°44'04"W 515.11 feet to the southerly line of U.S. Highway No. 395; thence N 49°59'10"W 247.00 feet to the true point of beginning; thence along said easement centerline: S 35°40'W 307.00 feet, thence S 38°00'E 37.00 feet, thence S 25°00'E 40.00 feet, thence S 10°30'E 86.06 feet to the northerly line of Diane Drive (County Road No. DCR-01).

COUNTY OF LASSEN

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Chairman, Lassen County Board of Supervisors

State of California  
County of Lassen

On \_\_\_\_\_, 2013, before me, \_\_\_\_\_, the undersigned notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in their authorized capacity and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

Reviewed by:  City Administrator  
 City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted By:** Jared G. Hancock, City Administrator

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Amending the City of Susanville FY 2012-2013 Budget at Mid-year  
– **Resolution No. 13-4926**

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** On February 6<sup>th</sup>, staff held a budget workshop to discuss and receive input from the community and the City Council on their priorities for the mid-year budget review. Staff received these recommendations, along with the requests of the Department Heads and is presenting a budget that accomplishes most of these recommendations.

This mid-year budget reflects changes in the use of Mitigation Funds, a revised Cost Allocation Plan, and adjustments to the Depreciation Schedule with a resultant General Fund surplus. In addition to these items, staff is continuing to evaluate natural gas rates, update capital improvement plans and identify opportunities to more fully utilize volunteer inmate labor for community projects. This budget reflects the priorities set by the City Council and maintains the current level of services provided to our citizens.

**FISCAL IMPACT:** General Fund expenditures budget of \$4,958,738, all other funds budget \$10,234,281, for a total City budget of \$15,193,019.

**ACTION REQUESTED:** Motion to adopt Resolution **No. 13-4926**, Amending the City of Susanville FY 2012-2013 Budget at Mid-year (Exhibit "A").

**ATTACHMENTS:** Budget changes spreadsheet  
Resolution **No. 13-4926**  
Exhibit "A"

# GENERAL FUND BUDGET

|          | ADOPTED<br>BUDGET | PROPOSED<br>BUDGET | CHANGE    | EXPLANATIONS  |
|----------|-------------------|--------------------|-----------|---|
| REVENUES | \$ 4,751,894      | \$ 4,990,809       | \$238,915 | Increase in Sales Tax, Out of Area                    |
|          |                   |                    |           | Fires and miscellaneous adjustments to reflect actual |

## EXPENSES:

|        |                     |                     |                  |  |
|--------|---------------------|---------------------|------------------|--|
| ADMIN  | \$ 1,382,796        | \$ 1,506,250        | \$123,454        | Cost allocation modifications & filling vacant positions   |
| POLICE | \$ 2,104,416        | \$ 2,157,756        | \$53,340         | Mitigation adjustment and increase in dispatch costs       |
| FIRE   | \$ 1,246,913        | \$ 1,294,732        | \$47,819         | Mitigation adjustment, hydrant program and abatement costs |
|        | <u>\$ 4,734,125</u> | <u>\$ 4,958,738</u> | <u>\$224,613</u> |  |

# ALL OTHER FUNDS

|                          | ADOPTED BUDGET | PROPOSED BUDGET | CHANGE    | EXPLANATION  |
|--------------------------|----------------|-----------------|-----------|--|
| <b>STATE COPS</b>        |                |                 |           |  |
| REVENUES                 | \$ 100,000     | \$ 100,000      | \$0       |  |
| EXPENSES                 | \$ 112,711     | \$ 112,711      | \$0       |  |
| <b>SNOW REMOVAL</b>      |                |                 |           |  |
| REVENUES                 | \$ 47,000      | \$ 47,000       | \$0       |  |
| EXPENSES                 | \$ 96,312      | \$ 96,312       | \$0       |  |
| <b>STREETS</b>           |                |                 |           |  |
| REVENUES                 | \$ 622,159     | \$ 622,159      |           |  |
| EXPENSES                 | \$ 699,676     | \$ 711,884      | \$12,208  | Cost allocation modification and sidewalk project  |
| <b>STREET MITIGATION</b> |                |                 |           |  |
| REVENUES                 | \$ 13,800      | \$ 13,800       | \$0       |  |
| EXPENSES                 | \$ 20,000      | \$ 20,000       | \$0       |  |
| <b>POLICE MITIGATION</b> |                |                 |           |  |
| REVENUES                 | \$ 17,350      | \$ 17,350       | \$0       |  |
| EXPENSES                 | \$ 47,751      | \$ 37,751       | -\$10,000 | Mitigation adjustment (maintenance)                |
| <b>FIRE MITIGATION</b>   |                |                 |           |  |
| REVENUES                 | \$ 40,150      | \$ 30,150       | -\$10,000 | Adjust expected revenue from sale of surplus items |
| EXPENSES                 | \$ 75,823      | \$ 17,323       | -\$58,500 | Mitigation adjustment (maintenance)                |

PARK DEDICATION FUND

REVENUES \$ 850 \$ 850 \$0  
 EXPENSES \$ - \$ - - \$0

CDBG REVOLVING LOAN FUND

REVENUES \$ 50,000 \$ 20,000 -\$30,000 Decreased revenue projection  
 EXPENSES \$ - \$ 27,117 \$27,117 First-time homebuyer loan

STATE ECONOMIC REVOLVING LOAN FUND

REVENUES \$ 13,322 \$ 13,520 \$198 Adjusted to show actual received  
 EXPENSES \$ - \$ - \$0

HOME REVOLVING LOAN FUND

REVENUES \$ - \$ 22,375 \$22,375 Adjusted to show actual received  
 EXPENSES \$ - \$ - \$0

TRAFFIC SAFETY FUND

REVENUES \$ 8,000 \$ 8,158 \$158 Adjusted to show actual received  
 EXPENSES \$ 10,000 \$ 10,000 \$0

SKYLINE NUMA SIGNAL

REVENUES \$ 500 \$ 500 \$0  
 EXPENSES \$ - \$ - \$0

SKYLINE BICYCLE LANE

REVENUES \$ 100 \$ 100 \$0  
 EXPENSES \$ - \$ - \$0

SKYLINE RT 139 SIGNAL FUND

REVENUES \$ 100 \$ 100 \$0  
 EXPENSES \$ - \$ - \$0

PROP 1B CIP

|          |    |        |    |        |     |  |
|----------|----|--------|----|--------|-----|--|
| REVENUES | \$ | -      | \$ | -      | \$0 |  |
| EXPENSES | \$ | 96,054 | \$ | 96,054 | \$0 |  |

SIERRA PARK PROJECT CIP

|          |    |         |    |         |     |  |
|----------|----|---------|----|---------|-----|--|
| REVENUES | \$ | -       | \$ | -       | \$0 |  |
| EXPENSES | \$ | 159,748 | \$ | 159,748 | \$0 |  |

MILLER FLETCHER DEBT SERVICE

|          |    |         |    |         |     |  |
|----------|----|---------|----|---------|-----|--|
| REVENUES | \$ | 150,069 | \$ | 150,069 | \$0 |  |
| EXPENSES | \$ | 150,069 | \$ | 150,069 | \$0 |  |

CITY HALL DEBT SERVICE

|          |    |         |    |         |           |                                       |
|----------|----|---------|----|---------|-----------|---------------------------------------|
| REVENUES | \$ | 146,309 | \$ | 185,661 | \$39,352  | Deposit reimbursed during refinancing |
| EXPENSES | \$ | 146,309 | \$ | 84,964  | -\$61,345 | Year 1 payment less than future years |

WATER SYSTEM

|          |    |           |    |           |           |                                       |
|----------|----|-----------|----|-----------|-----------|---------------------------------------|
| REVENUES | \$ | 2,395,108 | \$ | 2,384,508 | -\$10,600 | Reduce expected revenue from interest |
| EXPENSES | \$ | 2,778,541 | \$ | 2,749,758 | -\$28,783 | Cost allocation modification          |

WATER CAPITAL IMPROVEMENTS

|          |    |         |    |         |         |                                      |
|----------|----|---------|----|---------|---------|--------------------------------------|
| REVENUES | \$ | 343,330 | \$ | 347,141 | \$3,811 | Increase to reflect interest revenue |
| EXPENSES | \$ | 390,705 | \$ | 390,705 | \$0     |                                      |

AIRPORT

|          |    |         |    |         |        |                              |
|----------|----|---------|----|---------|--------|------------------------------|
| REVENUES | \$ | 272,300 | \$ | 272,300 | \$0    |                              |
| EXPENSES | \$ | 407,848 | \$ | 407,382 | -\$466 | Cost allocation modification |

GEOTHERMAL

|          |    |        |    |        |          |                                    |
|----------|----|--------|----|--------|----------|------------------------------------|
| REVENUES | \$ | 70,000 | \$ | 92,000 | \$22,000 | Increase to reflect actual revenue |
| EXPENSES | \$ | 59,684 | \$ | 59,596 | -\$88    | Cost allocation modification       |

NATURAL GAS

|          |    |           |    |           |           |  |
|----------|----|-----------|----|-----------|-----------|--|
| REVENUES | \$ | 4,522,950 | \$ | 4,626,135 | \$103,185 | Increase for grant program reimbursement |
| EXPENSES | \$ | 4,174,616 | \$ | 4,145,203 | -\$29,413 | Cost allocation modification             |

**GOLF COURSE**

|          |    |         |    |         |          |   |
|----------|----|---------|----|---------|----------|---|
| REVENUES | \$ | 334,042 | \$ | 336,400 | \$2,358  | Increase revenue to reflect actual          |
| EXPENSES | \$ | 381,797 | \$ | 379,956 | -\$1,841 | Cost allocation modification & depreciation |

**OPEB (OTHER POST EMPLOYMENT BENEFITS)**

|          |    |        |    |        |     |  |
|----------|----|--------|----|--------|-----|--|
| REVENUES | \$ | 44,640 | \$ | 44,640 | \$0 |  |
| EXPENSES | \$ | 44,640 | \$ | 44,640 | \$0 |  |

**PUBLIC WORKS ADMIN**

|          |    |        |    |        |     |  |
|----------|----|--------|----|--------|-----|--|
| REVENUES | \$ | 12,030 | \$ | 12,030 | \$0 |  |
| EXPENSES | \$ | 12,030 | \$ | 12,030 | \$0 |  |

**RISK MANAGEMENT**

|          |    |         |    |         |         |                                |
|----------|----|---------|----|---------|---------|--------------------------------|
| REVENUES | \$ | 380,571 | \$ | 380,571 | \$0     |                                |
| EXPENSES | \$ | 385,946 | \$ | 393,163 | \$7,217 | Increase in property insurance |

**RESOLUTION NO. 13-4926**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**AMENDING THE CITY OF SUSANVILLE FY 2012/2013 BUDGET AT MID-**  
**YEAR**

**WHEREAS**, the City Council of the City of Susanville conducted a budget workshop on February 6, 2013 soliciting and considering public comments on the proposed budget; and

**WHEREAS**, the City Council has received and reviewed the proposed Fiscal Year 2012/2013 Amended Budget as set forth in Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Susanville that the fiscal year 2012/2013 City of Susanville Budget as set forth in Exhibit A, is hereby adopted.

**BE IT FURTHER RESOLVED**, that in the event total projected revenues fall significantly below projections, approved budget expenditures will also be reduced to avoid excessive use of fund balances.

Dated: February 20, 2013

APPROVED: \_\_\_\_\_  
Rod E De Boer, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular adjourned meeting of the City Council of the City of Susanville held on the 20th day of February, 2013 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Peter Talia, City Attorney

## EXHIBIT A

# FY 2012-13 Budget

S:\Finance\2012-13 Budget\Exhibit A

2/14/2013 11:46

| Fund # | Fund Title              | Audited<br>6/30/12<br><i>Fund Balance</i> | Mid Year<br>Budget<br>Revenues | Mid Year<br>Budget<br>Expenses | Projected<br>Rev. Over<br>(Under) Exp | Projected<br>6/30/13<br><i>Fund Balance</i> |
|--------|-------------------------|---|--------------------------------|--------------------------------|---------------------------------------|---|
| 100X   | GF- General Fund        | 2,151,222                                 | <b>4,990,809</b>               | <b>4,958,738</b>               | 32,071                                | 2,183,293                                   |
| 2002   | State COPS              | 69,894                                    | <b>100,000</b>                 | <b>112,711</b>                 | (12,711)                              | 57,183                                      |
| 2006   | Snow                    | 57,256                                    | <b>47,000</b>                  | <b>96,312</b>                  | (49,312)                              | 7,944                                       |
| 2007   | Streets                 | 417,432                                   | <b>622,159</b>                 | <b>711,884</b>                 | (89,725)                              | 327,707                                     |
| 2010   | Street Mitigation       | 35,187                                    | <b>13,800</b>                  | <b>20,000</b>                  | (6,200)                               | 28,987                                      |
| 2011   | Police Mitigation       | 60,378                                    | <b>17,350</b>                  | <b>37,751</b>                  | (20,401)                              | 39,977                                      |
| 2012   | Fire Mitigation         | 85,773                                    | <b>30,150</b>                  | <b>17,323</b>                  | 12,827                                | 98,600                                      |
| 2013   | Park Dedication         | 24,076                                    | <b>850</b>                     | <b>0</b>                       | 850                                   | 24,926                                      |
| 2016   | CDBG Revolving          | 993,995                                   | <b>20,000</b>                  | <b>27,117</b>                  | (7,117)                               | 986,878                                     |
| 2017   | State Econ Revolving    | 422,062                                   | <b>13,520</b>                  | <b>0</b>                       | 13,520                                | 435,582                                     |
| 2018   | Home Revolving          | 740,828                                   | <b>22,375</b>                  | <b>0</b>                       | 22,375                                | 763,203                                     |
| 2030   | Traffic Safety Fund     | 76,874                                    | <b>8,158</b>                   | <b>10,000</b>                  | (1,842)                               | 75,032                                      |
| 2031   | Barry Creek Culvert     | 488                                       | <b>0</b>                       | <b>0</b>                       | 0                                     | 488   |
| 2033   | Chestnut Street Culvert | 25,182                                    | <b>0</b>                       | <b>0</b>                       | 0                                     | 25,182                                      |
| 2036   | Skyline-Numa Signal     | 77,397                                    | <b>500</b>                     | <b>0</b>                       | 500                                   | 77,897                                      |
| 2037   | Skyline Bike Lane       | 7,275                                     | <b>100</b>                     | <b>0</b>                       | 100                                   | 7,375                                       |
| 2038   | Skyline Rt 139 Signal   | 17,938                                    | <b>100</b>                     | <b>0</b>                       | 100                                   | 18,038                                      |
| 3023   | Prop 1B                 | 109,777                                   | <b>0</b>                       | <b>96,054</b>                  | (96,054)                              | 13,723                                      |
| 3025   | Sierra Park Project     | 159,748                                   | <b>0</b>                       | <b>159,748</b>                 | (159,748)                             | 0   |
| 4001   | Miller Fletcher         | 1,100,373                                 | <b>150,069</b>                 | <b>150,069</b>                 | 0                                     | 1,100,373                                   |
| 4003   | City Hall Debt Service  | 38,555                                    | <b>185,661</b>                 | <b>84,964</b>                  | 100,697                               | 139,252                                     |
| 711X   | Water Funds             | 2,073,682                                 | <b>2,388,319</b>               | <b>2,797,133</b>               | (408,814)                             | 1,664,868                                   |
| 7201   | Airport                 | 1,682,474                                 | <b>272,300</b>                 | <b>407,382</b>                 | (135,082)                             | 1,547,392                                   |
| 7301   | Geothermal              | 455,723                                   | <b>92,000</b>                  | <b>59,596</b>                  | 32,404                                | 488,127                                     |
| 7401   | Natural Gas             | (863,040)                                 | <b>4,626,135</b>               | <b>4,145,203</b>               | 480,932                               | (382,108)                                   |
| 7530   | Golf Course             | 1,958,661                                 | <b>336,400</b>                 | <b>379,956</b>                 | (43,556)                              | 1,915,105                                   |
| 7610   | OPEB                    | (218,984)                                 | <b>44,640</b>                  | <b>44,640</b>                  | 0                                     | (218,984)                                   |
| 7620   | PW Admin/Engineering    | 70  | <b>12,030</b>                  | <b>12,030</b>                  | 0                                     | 70  |
| 7630   | Risk Management         | 670,192                                   | <b>380,571</b>                 | <b>393,163</b>                 | (12,592)                              | 657,600                                     |
| 8402   | LAFCO                   | 29,961                                    | <b>52,066</b>                  | <b>72,064</b>                  | (19,998)                              | 9,963                                       |
| 8404   | Air Pollution           | 357,919                                   | <b>278,946</b>                 | <b>399,182</b>                 | (120,236)                             | 237,683                                     |
|        | <b>TOTALS</b>           | <b>12,818,368</b>                         | <b>14,706,008</b>              | <b>15,193,020</b>              | <b>(487,012)</b>                      | <b>12,331,356</b>                           |

AGENDA ITEM NO. 12E

Reviewed by:  City Administrator  
 City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted By:** Jared G. Hancock, City Administrator

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Transfer of Cash from the General Fund to Golf Course and Airport-**Resolution No. 13-4928**

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** The City has two remaining enterprise funds, Golf Course and Airport that have been carrying negative cash balances. These negative balances have accrued over the years and staff is recommending that they be addressed and zeroed out with a cash transfer from the General Fund. After reviewing the respective budgets and current projections it is anticipated that both funds will break even this year.

**FISCAL IMPACT:** Transfer of \$244,886.19 to the Golf Course and \$322,352.64 to the Airport from General Fund, Fund Balance.

**ACTION REQUESTED:** Motion to adopt Resolution **No. 13-4928** Authorizing Cash Transfer Out from General Fund to the Golf Course and Airport Funds in the amount of \$567,238.83.

**ATTACHMENTS:** Resolution **No. 13-4928**  
Income Statement for Golf Course and Airport

CITY OF SUSANVILLE  
INCOME STATEMENT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2013

AIRPORT

|   | BUDGET            | YTD ACTUAL       | % EARNED     | ENCUMBRA | UNEARNED          | % UNEARNED    |
|---|-------------------|------------------|--------------|----------|-------------------|---------------|
| <u>PUBLIC WORKS</u>                         |                   |                  |              |          |                   |               |
| <u>AIRPORT-OPERATIONS</u>                   |                   |                  |              |          |                   |               |
| 7201-430-81-3341 STATE OF CA - CALTRANS     | 10,000.00         | 10,000.00        | 100.00       | 0        | .00               | .00           |
| 7201-430-81-3432 REIMBURSEMENTS             | 900.00            | .00              | .00          | 0        | 900.00            | 100.00        |
| 7201-430-81-3611 INTEREST REVENUE           | .00               | ( 280.09)        | .00          | 0        | 280.09            | .00           |
| 7201-430-81-3613 NET INCREASE(DECREASE) FMV | .00               | 229.22           | .00          | 0        | ( 229.22)         | .00           |
| 7201-430-81-3620 AIRPORT - LEASES           | 56,000.00         | 42,432.46        | 75.77        | 0        | 13,567.54         | 24.23         |
| 7201-430-81-3701 AIRPORT - FLOWAGE FEES     | 12,000.00         | 7,559.60         | 63.00        | 0        | 4,440.40          | 37.00         |
| 7201-430-81-3703 COMMERCIAL OPERATOR FEES   | 3,400.00          | 4,108.39         | 120.84       | 0        | ( 708.39)         | ( 20.84)      |
| <b>TOTAL AIRPORT-OPERATIONS</b>             | <b>82,300.00</b>  | <b>64,049.58</b> | <b>77.82</b> | <b>0</b> | <b>18,250.42</b>  | <b>22.18</b>  |
| <u>FAA GRANT 3-06-0251-13 TAXI-WA</u>       |                   |                  |              |          |                   |               |
| 7201-430-86-3341 STATE OF CA - CALTRANS     | 10,000.00         | .00              | .00          | 0        | 10,000.00         | 100.00        |
| 7201-430-86-3970 CAPITAL CONTRIBUTIONS      | 180,000.00        | .00              | .00          | 0        | 180,000.00        | 100.00        |
| <b>TOTAL FAA GRANT 3-06-0251-13 TAXI-WA</b> | <b>190,000.00</b> | <b>.00</b>       | <b>.00</b>   | <b>0</b> | <b>190,000.00</b> | <b>100.00</b> |
| <b>TOTAL PUBLIC WORKS</b>                   | <b>272,300.00</b> | <b>64,049.58</b> | <b>23.52</b> | <b>0</b> | <b>208,250.42</b> | <b>76.48</b>  |
| <b>TOTAL FUND REVENUE</b>                   | <b>272,300.00</b> | <b>64,049.58</b> | <b>23.52</b> | <b>0</b> | <b>208,250.42</b> | <b>76.48</b>  |

CITY OF SUSANVILLE  
INCOME STATEMENT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2013

AIRPORT

|   | BUDGET                         | YTD ACTUAL        | % EXPENDED        | ENCUMBRA     | UNEXPENDED     | % UNEXP.         |              |
|---|--------------------------------|-------------------|-------------------|--------------|----------------|------------------|--------------|
| <u>PUBLIC WORKS</u>                         |                                |                   |                   |              |                |                  |              |
| <u>AIRPORT-OPERATIONS</u>                   |                                |                   |                   |              |                |                  |              |
| 7201-430-81-4100                            | REGULAR EMPLOYEES              | 12,608.00         | 6,845.99          | 54.30        | 0              | 5,762.01         | 45.70        |
| 7201-430-81-4206                            | MANAGEMENT LEAVE               | 246.00            | 129.27            | 52.55        | 0              | 116.73           | 47.45        |
| 7201-430-81-4208                            | CERTIFICATION INCENTIVE PAY    | 33.00             | .00               | .00          | 0              | 33.00            | 100.00       |
| 7201-430-81-4209                            | FLEX BENEFIT                   | 43.00             | 42.80             | 99.53        | 0              | .20              | .47          |
| 7201-430-81-4210                            | GROUP LIFE INSURANCE           | 61.00             | 6.62              | 10.85        | 0              | 54.38            | 89.15        |
| 7201-430-81-4221                            | SOCIAL SECURITY CONTRIBUTIONS  | 810.00            | 441.05            | 54.45        | 0              | 368.95           | 45.55        |
| 7201-430-81-4222                            | MEDICARE                       | 190.00            | 103.26            | 54.35        | 0              | 86.74            | 45.65        |
| 7201-430-81-4230                            | PERS                           | 4,275.00          | 2,228.06          | 52.12        | 0              | 2,046.94         | 47.88        |
| 7201-430-81-4260                            | WORKERS' COMPENSATION          | 131.00            | 123.99            | 94.65        | 0              | 7.01             | 5.35         |
| 7201-430-81-4291                            | HEALTH INSURANCE AND ADMIN     | 2,776.00          | 441.23            | 15.89        | 0              | 2,334.77         | 84.11        |
| 7201-430-81-4292                            | STATE DISABILITY INSURANCE     | 157.00            | 64.76             | 41.25        | 0              | 92.24            | 58.75        |
| 7201-430-81-4293                            | STATE UNEMPLOYMENT             | 118.00            | 58.30             | 49.41        | 0              | 59.70            | 50.59        |
| 7201-430-81-4295                            | DEFERRED COMPENSATION          | 140.00            | 61.35             | 43.82        | 0              | 78.65            | 56.18        |
| 7201-430-81-4340                            | TECHNICAL SVCS                 | 30,903.00         | 16,226.48         | 99.36        | 14,479         | 197.76           | .64          |
| 7201-430-81-4433                            | REPAIR AND MAINTENANCE-VEHICLE | 172.00            | .00               | .00          | 0              | 172.00           | 100.00       |
| 7201-430-81-4434                            | REPAIR AND MAINTENANCE-FACILIT | 990.00            | 713.69            | 72.09        | 0              | 276.31           | 27.91        |
| 7201-430-81-4510                            | INSURANCE AIRPORT HANGARS      | 3,250.00          | 1,897.00          | 58.37        | 0              | 1,353.00         | 41.63        |
| 7201-430-81-4511                            | INSUR.AIRPORT OWNER OPER. LIAB | 4,996.00          | 2,912.00          | 58.29        | 0              | 2,084.00         | 41.71        |
| 7201-430-81-4512                            | INSUR.AIRPORT AIR SHOW LIAB    | 442.00            | 259.00            | 58.60        | 0              | 183.00           | 41.40        |
| 7201-430-81-4521                            | INSURANCE - LIABILITY          | 449.00            | 259.00            | 57.68        | 0              | 190.00           | 42.32        |
| 7201-430-81-4524                            | INTERNAL SVCS ADMIN            | 9,442.00          | 5,509.00          | 58.35        | 0              | 3,933.00         | 41.65        |
| 7201-430-81-4525                            | INTERNAL SVC PW/ENG            | 757.00            | 434.00            | 57.33        | 0              | 323.00           | 42.67        |
| 7201-430-81-4530                            | COMMUNICATIONS                 | 291.00            | 231.94            | 79.70        | 0              | 59.06            | 20.30        |
| 7201-430-81-4540                            | ADVERTISING                    | 79.00             | .00               | .00          | 0              | 79.00            | 100.00       |
| 7201-430-81-4610                            | SUPPLIES - GENERAL             | 142.00            | .00               | .00          | 0              | 142.00           | 100.00       |
| 7201-430-81-4622                            | ELECTRICITY                    | 5,100.00          | 2,762.43          | 54.17        | 0              | 2,337.57         | 45.83        |
| 7201-430-81-4623                            | PROPANE                        | 3,521.00          | 791.99            | 22.49        | 0              | 2,729.01         | 77.51        |
| 7201-430-81-4626                            | GASOLINE                       | 345.00            | 344.25            | 99.78        | 0              | .75              | .22          |
| 7201-430-81-4641                            | POSTAGE                        | 159.00            | 1.35              | .85          | 0              | 157.65           | 99.15        |
| 7201-430-81-4770                            | DEPRECIATION EXPENSE           | 122,576.00        | 80,164.00         | 65.40        | 0              | 42,412.00        | 34.60        |
| 7201-430-81-4810                            | TAXES, FEES, PERMITS & CHARGES | 2,646.00          | 2,005.84          | 75.81        | 0              | 640.16           | 24.19        |
| 7201-430-81-4852                            | INTEREST                       | .00               | 254.92            | .00          | 0              | ( 254.92)        | .00          |
| <b>TOTAL AIRPORT-OPERATIONS</b>             |                                | <b>207,848.00</b> | <b>125,313.57</b> | <b>67.26</b> | <b>14,479</b>  | <b>68,055.67</b> | <b>32.74</b> |
| <u>FAA GRANT 3-06-0251-13 TAXI-WA</u>       |                                |                   |                   |              |                |                  |              |
| 7201-430-86-4100                            | REGULAR EMPLOYEES              | 10,000.00         | .00               | .00          | 0              | 10,000.00        | 100.00       |
| 7201-430-86-4330                            | PROFESSIONAL SERVICES          | 190,000.00        | .00               | 100.00       | 190,000        | .00              | .00          |
| <b>TOTAL FAA GRANT 3-06-0251-13 TAXI-WA</b> |                                | <b>200,000.00</b> | <b>.00</b>        | <b>95.00</b> | <b>190,000</b> | <b>10,000.00</b> | <b>5.00</b>  |
| <b>TOTAL PUBLIC WORKS</b>                   |                                | <b>407,848.00</b> | <b>125,313.57</b> | <b>80.86</b> | <b>204,479</b> | <b>78,055.67</b> | <b>19.14</b> |
| <b>TOTAL FUND EXPENDITURES</b>              |                                | <b>407,848.00</b> | <b>125,313.57</b> | <b>80.86</b> | <b>204,479</b> | <b>78,055.67</b> | <b>19.14</b> |

CITY OF SUSANVILLE  
 INCOME STATEMENT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 7 MONTHS ENDING JANUARY 31, 2013

AIRPORT

|                                   | BUDGET        | YTD ACTUAL   | % EXPENDED | ENCUMBRA | UNEXPENDED | % UNEXP. |
|-----------------------------------|---------------|--------------|------------|----------|------------|----------|
| REVENUE OVER (UNDER) EXPENDITURES | ( 135,548.00) | ( 61,263.99) | ( 196.05)  | 204,479- | 130,194.75 | 96.05    |

CITY OF SUSANVILLE  
 INCOME STATEMENT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 7 MONTHS ENDING JANUARY 31, 2013

GOLF COURSE

|                           | BUDGET                     | YTD ACTUAL | % EARNED   | ENCUMBRA | UNEARNED      | % UNEARNED |
|---------------------------|----------------------------|------------|------------|----------|---------------|------------|
| <u>COMMUNITY SERVICES</u> |                            |            |            |          |               |            |
| <u>GOLF COURSE</u>        |                            |            |            |          |               |            |
| 7530-451-50-3432          | REIMBURSEMENTS             | .00        | 294.00     | .00      | 0 ( 294.00)   | .00        |
| 7530-451-50-3611          | INTEREST REVENUE           | .00        | ( 170.74)  | .00      | 0             | 170.74     |
| 7530-451-50-3613          | NET INCREASE(DECREASE) FMV | .00        | 109.26     | .00      | 0 ( 109.26)   | .00        |
| 7530-451-50-3620          | RENTS & ROYALTIES          | 1,500.00   | 780.05     | 52.00    | 0             | 719.95     |
| 7530-451-50-3731          | GOLF COURSE WATER          | .00        | 350.16     | .00      | 0 ( 350.16)   | .00        |
|                           | TOTAL GOLF COURSE          | 1,500.00   | 1,362.73   | 90.85    | 0             | 137.27     |
| <u>GOLFING</u>            |                            |            |            |          |               |            |
| 7530-451-52-3480          | GREEN FEES                 | 220,614.00 | 107,090.87 | 48.54    | 0             | 113,523.13 |
| 7530-451-52-3489          | RANGE                      | .00        | 8,048.86   | .00      | 0 ( 8,048.86) | .00        |
| 7530-451-52-3623          | RENTALS - CARTS            | 82,916.00  | 42,631.24  | 51.41    | 0             | 40,284.76  |
| 7530-451-52-3624          | RENTALS - CLUBS            | 1,068.00   | 595.66     | 55.77    | 0             | 472.34     |
|                           | TOTAL GOLFING              | 304,598.00 | 158,366.63 | 51.99    | 0             | 146,231.37 |
| <u>FOOD</u>               |                            |            |            |          |               |            |
| 7530-451-53-3474          | CONCESSIONS                | .00        | 6,973.41   | .00      | 0 ( 6,973.41) | .00        |
|                           | TOTAL FOOD                 | .00        | 6,973.41   | .00      | 0 ( 6,973.41) | .00        |
| <u>PRO SHOP</u>           |                            |            |            |          |               |            |
| 7530-451-55-3472          | PRO SHOP SALES             | 27,944.00  | 10,054.45  | 35.98    | 0             | 17,889.55  |
|                           | TOTAL PRO SHOP             | 27,944.00  | 10,054.45  | 35.98    | 0             | 17,889.55  |
|                           | TOTAL COMMUNITY SERVICES   | 334,042.00 | 176,757.22 | 52.91    | 0             | 157,284.78 |
|                           | TOTAL FUND REVENUE         | 334,042.00 | 176,757.22 | 52.91    | 0             | 157,284.78 |

CITY OF SUSANVILLE  
INCOME STATEMENT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2013

GOLF COURSE

|                           | BUDGET                         | YTD ACTUAL        | % EXPENDED        | ENCUMBRA     | UNEXPENDED | % UNEXP.         |              |
|---------------------------|--------------------------------|-------------------|-------------------|--------------|------------|------------------|--------------|
| <u>COMMUNITY SERVICES</u> |                                |                   |                   |              |            |                  |              |
| <u>GOLF COURSE</u>        |                                |                   |                   |              |            |                  |              |
| 7530-451-50-4100          | REGULAR EMPLOYEES              | 21,676.00         | 11,909.79         | 54.94        | 0          | 9,766.21         | 45.06        |
| 7530-451-50-4206          | MANAGEMENT LEAVE               | 694.00            | 177.33            | 25.55        | 0          | 516.67           | 74.45        |
| 7530-451-50-4208          | CERTIFICATION INCENTIVE PAY    | 44.00             | .00               | .00          | 0          | 44.00            | 100.00       |
| 7530-451-50-4209          | FLEX BENEFIT                   | 66.00             | 63.00             | 95.45        | 0          | 3.00             | 4.55         |
| 7530-451-50-4210          | GROUP LIFE INSURANCE           | 25.00             | 10.13             | 40.52        | 0          | 14.87            | 59.48        |
| 7530-451-50-4221          | SOCIAL SECURITY CONTRIBUTIONS  | 1,407.00          | 762.85            | 54.22        | 0          | 644.15           | 45.78        |
| 7530-451-50-4222          | MEDICARE                       | 329.00            | 178.61            | 54.29        | 0          | 150.39           | 45.71        |
| 7530-451-50-4230          | PERS                           | 7,202.00          | 3,884.93          | 53.94        | 0          | 3,317.07         | 46.06        |
| 7530-451-50-4260          | WORKERS' COMPENSATION          | 227.00            | 215.23            | 94.81        | 0          | 11.77            | 5.19         |
| 7530-451-50-4291          | HEALTH INSURANCE AND ADMIN     | 4,063.00          | 2,232.82          | 54.95        | 0          | 1,830.18         | 45.05        |
| 7530-451-50-4292          | STATE DISABILITY INSURANCE     | 261.00            | 117.86            | 45.16        | 0          | 143.14           | 54.84        |
| 7530-451-50-4293          | STATE UNEMPLOYMENT             | 196.00            | 106.06            | 54.11        | 0          | 89.94            | 45.89        |
| 7530-451-50-4295          | DEFERRED COMPENSATION          | 210.00            | 123.00            | 58.57        | 0          | 87.00            | 41.43        |
| 7530-451-50-4514          | INSURANCE - CRIMBE BOND        | 6.00              | 3.50              | 58.33        | 0          | 2.50             | 41.67        |
| 7530-451-50-4521          | INSURANCE - LIABILITY          | 1,690.00          | 987.00            | 58.40        | 0          | 703.00           | 41.60        |
| 7530-451-50-4522          | INSURANCE - PROPERTY           | 930.00            | 546.00            | 58.71        | 0          | 384.00           | 41.29        |
| 7530-451-50-4524          | INTERNAL SVC - ADMIN           | 17,542.00         | 10,234.00         | 58.34        | 0          | 7,308.00         | 41.66        |
| 7530-451-50-4770          | DEPRECIATION EXPENSE           | 88,592.00         | 51,905.00         | 58.59        | 0          | 36,687.00        | 41.41        |
| 7530-451-50-4810          | TAXES, FEES, PERMITS & CHARGES | 13,000.00         | 8,437.80          | 64.91        | 0          | 4,562.20         | 35.09        |
| 7530-451-50-4852          | INTEREST                       | 18,872.00         | 8,931.13          | 47.32        | 0          | 9,940.87         | 52.68        |
|                           | <b>TOTAL GOLF COURSE</b>       | <b>177,032.00</b> | <b>100,826.04</b> | <b>56.95</b> | <b>0</b>   | <b>76,205.96</b> | <b>43.05</b> |

CITY OF SUSANVILLE  
 INCOME STATEMENT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 7 MONTHS ENDING JANUARY 31, 2013

GOLF COURSE

|                  | BUDGET                         | YTD ACTUAL        | % EXPENDED       | ENCUMBRA     | UNEXPENDED | % UNEXP.               |
|------------------|--------------------------------|-------------------|------------------|--------------|------------|------------------------|
| <u>GOLFING</u>   |                                |                   |                  |              |            |                        |
| 7530-451-52-4120 | TEMPORARY EMPLOYEES            | 40,551.00         | 25,696.99        | 63.37        | 0          | 14,854.01 36.63        |
| 7530-451-52-4130 | OVERTIME                       | 2,043.00          | .00              | .00          | 0          | 2,043.00 100.00        |
| 7530-451-52-4221 | SOCIAL SECURITY CONTRIBUTIONS  | 1,594.00          | 1,593.22         | 99.95        | 0          | .78 .05                |
| 7530-451-52-4222 | MEDICARE                       | 373.00            | 372.61           | 99.90        | 0          | .39 .10                |
| 7530-451-52-4260 | WORKERS' COMPENSATION          | 3,270.00          | 2,749.26         | 84.08        | 0          | 520.74 15.92           |
| 7530-451-52-4293 | STATE UNEMPLOYMENT             | 232.00            | 231.29           | 99.69        | 0          | .71 .31                |
| 7530-451-52-4340 | TECHNICAL SERVICES             | 798.00            | 446.00           | 56.03        | 0          | 350.00 43.97           |
| 7530-451-52-4421 | DISPOSAL                       | 1,783.00          | 1,300.85         | 72.96        | 0          | 482.15 27.04           |
| 7530-451-52-4431 | REPAIR & MAINTENANCE - MISC    | 9,221.00          | 6,077.91         | 65.91        | 0          | 3,143.09 34.09         |
| 7530-451-52-4434 | REPAIR & MAINT - BUILDING      | 245.00            | 181.17           | 73.95        | 0          | 63.83 26.05            |
| 7530-451-52-4442 | RENT & LEASES EQUIP & VEHICLES | 700.00            | 591.26           | 84.47        | 0          | 108.74 15.53           |
| 7530-451-52-4530 | COMMUNICATIONS                 | 3,155.00          | 3,080.34         | 97.63        | 0          | 74.66 2.37             |
| 7530-451-52-4540 | ADVERTISING                    | 3,307.00          | 1,462.24         | 44.22        | 0          | 1,844.76 55.78         |
| 7530-451-52-4550 | PRINTING & BINDING             | 400.00            | .00              | .00          | 0          | 400.00 100.00          |
| 7530-451-52-4594 | LOCKSMITHING SERVICES          | 870.00            | .00              | .00          | 0          | 870.00 100.00          |
| 7530-451-52-4610 | SUPPLIES-GENERAL               | 12,187.00         | 11,902.13        | 97.66        | 0          | 284.87 2.34            |
| 7530-451-52-4613 | JANITORIAL SUPPLIES            | 783.00            | 399.30           | 51.00        | 0          | 383.70 49.00           |
| 7530-451-52-4622 | ELECTRICITY                    | 27,604.00         | 21,068.76        | 76.33        | 0          | 6,535.24 23.67         |
| 7530-451-52-4623 | PROPANE                        | 600.00            | .00              | .00          | 0          | 600.00 100.00          |
| 7530-451-52-4626 | GASOLINE                       | 8,100.00          | 3,270.24         | 40.37        | 0          | 4,829.76 59.63         |
| 7530-451-52-4641 | POSTAGE                        | 390.00            | 39.62            | 10.16        | 0          | 350.38 89.84           |
| 7530-451-52-4830 | DUES & MEMBERSHIPS             | 450.00            | 449.13           | 99.81        | 0          | .87 .19                |
|                  | <b>TOTAL GOLFING</b>           | <b>118,654.00</b> | <b>80,912.32</b> | <b>68.19</b> | <b>0</b>   | <b>37,741.68 31.81</b> |
| <u>PRO SHOP</u>  |                                |                   |                  |              |            |                        |
| 7530-451-55-4120 | TEMPORARY EMPLOYEES            | 31,177.00         | 16,167.01        | 51.86        | 0          | 15,009.99 48.14        |
| 7530-451-55-4221 | SOCIAL SECURITY CONTRIBUTIONS  | 1,003.00          | 1,002.36         | 99.94        | 0          | .64 .06                |
| 7530-451-55-4222 | MEDICARE                       | 235.00            | 234.46           | 99.77        | 0          | .54 .23                |
| 7530-451-55-4260 | WORKERS' COMPENSATION          | 324.00            | 323.36           | 99.80        | 0          | .64 .20                |
| 7530-451-55-4293 | STATE UNEMPLOYMENT             | 146.00            | 145.51           | 99.66        | 0          | .49 .34                |
| 7530-451-55-4610 | SUPPLIES - GENERAL             | 11,300.00         | 8,223.87         | 72.78        | 0          | 3,076.13 27.22         |
| 7530-451-55-4821 | CASH OVER/UNDER                | 141.00            | 138.19           | 98.01        | 0          | 2.81 1.99              |
|                  | <b>TOTAL PRO SHOP</b>          | <b>44,326.00</b>  | <b>26,234.76</b> | <b>59.19</b> | <b>0</b>   | <b>18,091.24 40.81</b> |
| <u>CARTS</u>     |                                |                   |                  |              |            |                        |
| 7530-451-56-4120 | TEMPORARY EMPLOYEES            | 6,558.00          | 4,400.00         | 67.09        | 0          | 2,158.00 32.91         |
| 7530-451-56-4221 | SOCIAL SECURITY CONTRIBUTIONS  | 273.00            | 272.81           | 99.93        | 0          | .19 .07                |
| 7530-451-56-4222 | MEDICARE                       | 64.00             | 63.81            | 99.70        | 0          | .19 .30                |
| 7530-451-56-4260 | WORKERS' COMPENSATION          | 266.00            | 265.80           | 99.92        | 0          | .20 .08                |
| 7530-451-56-4293 | STATE UNEMPLOYMENT             | 40.00             | 39.59            | 98.98        | 0          | .41 1.03               |
| 7530-451-56-4431 | REPAIR & MAINTENANCE MISC      | 1,243.00          | 1,242.62         | 99.97        | 0          | .38 .03                |
| 7530-451-56-4442 | RENTS AND LEASES EQUIPMENT     | 33,341.00         | 15,881.88        | 47.63        | 0          | 17,459.12 52.37        |
|                  | <b>TOTAL CARTS</b>             | <b>41,785.00</b>  | <b>22,166.51</b> | <b>53.05</b> | <b>0</b>   | <b>19,618.49 46.95</b> |

CITY OF SUSANVILLE  
 INCOME STATEMENT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 7 MONTHS ENDING JANUARY 31, 2013

GOLF COURSE

|                                   | BUDGET        | YTD ACTUAL    | % EXPENDED | ENCUMBRA | UNEXPENDED    | % UNEXP. |
|-----------------------------------|---------------|---------------|------------|----------|---------------|----------|
| TOTAL COMMUNITY SERVICES          | 381,797.00    | 230,139.63    | 60.28      | 0        | 151,657.37    | 39.72    |
| TOTAL FUND EXPENDITURES           | 381,797.00    | 230,139.63    | 60.28      | 0        | 151,657.37    | 39.72    |
| REVENUE OVER (UNDER) EXPENDITURES | ( 47,755.00)  | ( 53,382.41)  | ( 111.78)  | 0        | 5,627.41      | 11.78    |
| GRAND TOTAL REVENUE               | 606,342.00    | 240,806.80    | 39.71      | 0        | 365,535.20    | 60.29    |
| GRAND TOTAL EXPENDITURES          | ( 789,645.00) | ( 355,453.20) | ( 70.91)   | 204,479- | ( 229,713.04) | ( 29.09) |
| TOTAL NET REVENUE(EXPENDITURES)   | ( 183,303.00) | ( 114,646.40) | ( 174.10)  | 204,479- | 135,822.16    | 74.10    |

**RESOLUTION NO. 13-4928**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**AUTHORIZING THE TRAFER OF CASH FROM THE GENERAL FUND TO**  
**THE GOLF COURSE AND AIRPORT ENTERPRISE FUNDS**

**WHEREAS**, the City Council of the City of Susanville has strived to maintain positive cash balances in all funds; and

**WHEREAS**, the City Council has received and reviewed information concerning the negative cash balances in the Golf Course and Airport enterprise funds;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Susanville that a transfer of cash from the General Fund to the Golf Course (\$244,886.19) and the Airport (\$322,352.64) enterprise funds is authorized.

Dated: February 20, 2013

APPROVED: \_\_\_\_\_  
Rod E De Boer, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular adjourned meeting of the City Council of the City of Susanville held on the 20th day of February, 2013 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Peter Talia, City Attorney

Reviewed by:

~~City Administrator~~  
~~City Attorney~~

Motion only  
 Resolution  
 Ordinance  
 Information

**Submitted by:** Gwenna MacDonald, City Clerk

**Action Date:** February 20, 2013

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Diamond Mountain Golf Course Update

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** An oral update will be given regarding the Diamond Mountain Golf Course.

**FISCAL IMPACT:** N/A

**ACTION REQUESTED:** Information Only

**ATTACHMENTS:** None