
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

SUSANVILLE MUNICIPAL ENERGY CORPORATION

SUSANVILLE PUBLIC FINANCING AUTHORITY

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

Call meeting to order
Roll call of Councilmembers present

Next Resolution No. 13-4941
Next Ordinance No. 13-0990

- 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: Fire: 2012/2013
 Miscellaneous: 2012/2013
 Public Works: 2012/2013

 - B CONFERENCE WITH LEGAL COUNSEL – Anticipated litigation: Significant exposure to litigation pursuant to Government Code §54956.9 (b): one

 - C CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code §54956.9 (a): City vs. Northern Sierra Homes, LLC
Lassen County Court Case: #50050

- 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 pro tem Wilson*
 - *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 February 6 and 20, 2013 meetings
- B Approve vendor warrants numbered 86961 through 87054 for a total of \$264,748.39 including \$93,758.90 in payroll warrants;
- C Receive and file Treasurer's Report: February 2013
- D Receive and file Finance Report: February 2013
- E Approve **Resolution No. 13-4936** terminating airport hangar space lease Lot #14/ Neumann
- F Approve **Resolution No. 13-4937** authorizing execution of airport hangar space lease Lot #14/Hicks
- G Approve **Resolution No. 13-4939** authorizing execution of Memorandums of Understanding with Employee Bargaining Units
- H Approve updated fire department job descriptions for Firefighter I and II, Fire Apparatus Engineer and Fire Captain

7 **PUBLIC HEARINGS:** No business.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**
Commission/Committee Reports:

9 **NEW BUSINESS:**
A Consider approval of **Resolution No. 13-4931** supporting Lassen Chamber of Commerce Main Cruise and Magical Country Christmas events
B Consider approval of **Resolution No. 13-4940** authorizing the abatement and notice of lien for property located at 53, 55 and 57 McDow Street

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

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

12 **CONTINUING BUSINESS:**
A Consider approval of amendment to Golf course concession agreement
B Consider **Resolution No. 13-4938** Phase two: Water meter consolidation project

13 **CITY ADMINISTRATOR'S REPORTS:** No business.
A Purchase options for Airport Hangar Lot #29 – J. Hancock

14 **COUNCIL ITEMS:**

A AB1234 travel reports: None

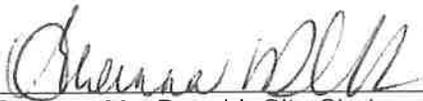
15 **ADJOURNMENT:**

- *The next regular City Council meeting will be held on April 3, 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, 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 March 20, 2013 in the areas designated on March 15, 2013.


Gwenna MacDonald, City Clerk

Reviewed by: ~~SA~~ City Administrator X Motion Only
~~PA~~ City Attorney _____ Public Hearing
_____ Resolution
_____ Ordinance
_____ Information

Submitted By: Gwenna MacDonald, City Clerk

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's February 6 and 20, 2013 meetings

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's February 6 and 20, 2013 meetings.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's February 6 and 20, 2013 meetings.

ATTACHMENTS: Minutes: February 6, 2013
February 20, 2013

**SUSANVILLE CITY COUNCIL
SUSANVILLE COMMUNITY DEVELOPMENT AGENCY
SUSANVILLE MUNICIPAL ENERGY CORPORATION
SUSANVILLE PUBLIC FINANCING AUTHORITY**

**Regular Meeting Minutes
February 6, 2013 – 5:00 p.m.**

City Council Chambers 66 North Lassen Street Susanville CA 96130

Meeting was called to order at 5:00 p.m. by Mayor De Boer.

Roll call of Councilmembers present: Cheryl L. McDonald, Nicholas McBride, Mayor pro tem Wilson and Mayor De Boer. Absent: Lino P. Callegari

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

1 APPROVAL OF AGENDA:

Mr. Hancock requested the following amendments to the agenda:

- Separate discussion of Item 6J
- Move Item 9C to be considered before Item 9A
- Clarification of a typographical error on Item 11

Motion by Councilmember McBride, second by Councilmember McDonald to approve the agenda with the changes requested; motion carried.

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any): There were no comments from the public.

3 CLOSED SESSION: At 5:05 p.m. the Council recessed to closed session to discuss the following:

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 REAL PROPERTY NEGOTIATOR – pursuant to Government Code §54956.8:

1. Property: APN 103-321-03
APN 103-321-02
Agency negotiator: Jared G. Hancock
Negotiating parties: Unknown
Under negotiation: Price/Conditions/Terms of payment
2. Property: 105-350-67
Agency negotiator: Jared G. Hancock
Negotiating parties: Unknown
Under negotiation: Access agreement through courthouse property

At 5:15 p.m. Councilmember Callegari entered and assumed his seat on the dais.

4 RETURN TO OPEN SESSION: At 6:00 p.m. the City Council recessed and reconvened in open session.

Staff present: Craig Platt, Public Works Director; Tom Downing, Police Chief; Ted Friedline, Fire Chief; and Gwenna MacDonald, City Clerk.

Also present: Charlie Palmer, Building Official and Janette Zahniser, Assistant to the Public Works Director.

SCHEDULED BUSINESS: BUDGET WORKSHOP: 2012/2013 Mid-year Budget Discussion

Mr. Hancock reviewed the workshop goals and provided basic information regarding the budget document, the budget year and process used to monitor the City's revenues and expenses throughout the year. The review of the budget at mid-year is the appropriate time to discuss budget objectives, revenue and expenses, receive community input and direction from the City Council.

Mr. Hancock began a power point presentation by reviewing restricted funds, long term debt and department goals. The City began its 2012/2013 fiscal year with a budget surplus of \$38,000. Mr. Hancock started the mid-year review process by conducting several meetings with each department head to discuss individual department goals. He spoke highly of their cooperative effort to maintain operations in the most fiscally prudent manner while meeting the challenge of providing service while being fiscally responsible. He reviewed the City's long term debt, including the City Hall remodel bond, employee pension obligations, and the natural gas utility infrastructure.

Mr. Hancock continued by reviewing the combined cash and investments report, explaining the difference between restricted funds, enterprise funds, and reiterating that the budget is a separate document used to project revenue and expenses for the upcoming year. He gave an example of the Pancera Plaza fund; if there are no projects or improvements planned, the budget would show a zero balance for the year, or perhaps a few dollars of interest revenue earned on that account. The money in the fund remains in the account even though it may not be included in the budget for that particular year.

Councilmember Callegari pointed out that the money in the Pancera fund was donated to the City by George Pancera, along with real estate assets, for some very specific uses.

Mr. Hancock thanked Councilmember Callegari for bringing up an important point regarding accepting donations to the City from private entities. He reviewed the process of accepting and spending those funds. He discussed COPS funding as another example of special revenues received which are to be used specifically for law enforcement purposes. The funds are pooled with the rest of the City's cash and invested through Local Agency Investment Fund. The City monitors the balance in its bank account on a daily basis, making transfers in and out of the pooled account as the cash balance increases and decreases throughout the month. He reviewed the income statement, noting the difference between budgeted versus actual, and the balance sheet which documents the net assets and liabilities of the City.

Mr. Hancock reviewed the budget discussions that have occurred to date and talked about issues of particular concern to the City Council. The refinance of the City Hall remodel bond and the natural gas system refinance have both had a positive effect on the budget, saving thousands of dollars in interest

every year. The use of mitigation funds for daily maintenance and operations which should be allocated to the general fund frees up the mitigation funds for long term capital improvements, and purchases of equipment. The cost allocation plan for administrative services should be reviewed as well as the policy for booking depreciation expense. The Council's budget priorities also include addressing the negative cash balance in the airport and golf course enterprise funds, reviewing natural gas rates, planning for long-term capital improvements, expanding economic development opportunities and revising the City's organizational structure to maximize efficiency of operations. He spoke regarding the accumulated debt of the airport, and that the auditors have recommended the negative amount be zeroed out every year. If the City has an opportunity to provide a cash match for an FAA grant award, or by some other method contributes to the enterprise fund from the general fund, then the amount can be reviewed and presented to the Council in straightforward way. He noted that an enterprise is not required to be self-sustaining, and if it is not, than disclosing to City Council the extent to which the general fund is providing financial support allows the City Council to consider on a case-by-case basis if those monetary contributions are in the best interest of the City.

Mr. Hancock concluded his presentation and invited questions, comments, or suggestions from the City Council.

Councilmember Callegari requested clarification of the impact that the golf course's \$500,000 debt has on the golf courses' enterprise fund.

Mr. Hancock explained that the Plumas Bank loan for the golf course is listed on the balance sheet since it is tied to the asset of the golf course. It does not appear on the cash report as it represents a loan and not a cash revenue or expense. The balance sheet presents different information and he used the natural gas infrastructure as another example. The cost of the infrastructure is not reflected in the cash report but is listed on the balance sheet. The budget is another document altogether which shows a projected estimate of what the City believes it will earn in revenue in one year, and what the expenses to provide services to the community will be. At the end of the year, the difference between the actual revenue and expenses impacts on the cash balance. If the City is able to minimize expenses and the revenue is earned as projected, then it results in an overage like the \$38,000 surplus that the City had at the beginning of the 2012/2013 fiscal year. Mr. Hancock reviewed the monthly reports that the departments use as tools to monitor their progress throughout the year, ensuring that they adhere to operations within budget.

An unidentified member of the audience suggested that the City utilize long-term county jail inmates to perform routine labor chores such as de-icing the sidewalks and walkways around town. It would allow them to learn job skills and become productive citizens.

There was a general discussion regarding the use of inmate labor and swap workers. Councilmember Callegari requested that staff to look into expansion of the natural gas system.

The Mayor invited remarks from the department heads regarding the budget.

Chief Friedline spoke highly of Mr. Hancock's approach to the budget which focused on communication and teamwork. He is satisfied with the direction that the City is headed.

Chief Downing supported Chief Friedline's comments, adding that Mr. Hancock is a breath of fresh air and there have been many conversations and planning sessions which were non-existent in the past. He appreciates Mr. Hancock's leadership and tenacity in his representations of the public safety department.

There being no further comments, at 6:55 Mayor De Boer called for a five minute recess.

The City Council reconvened at 7:00 p.m.

Mr. Hancock reported the approved changes to the agenda. He reported the following action out of closed session:

Council would return back to closed session at the conclusion of open session business;

- Item 3A– Staff was directed to update the staffing plan and meet with the affected units;
- Item 3B–1 Conference with real property negotiator, staff was directed to discontinue negotiations.
- Item 3B-2 staff was directed to move forward with the access agreement.

Mr. Hancock offered the thought for the day.

Mayor De Boer presented a Certificate of Recognition on behalf of the City Council to Mike Morales for outstanding heroism during a residential fire on Richmond Road.

5 BUSINESS FROM THE FLOOR:

Mr. Hancock stated that he received a request from the Lassen County Transportation Commission for a letter of support from the City regarding a proposed application for a mobility management center. He is waiting for further details and will bring back the item at the next meeting for City Council review.

6 CONSENT CALENDAR: Mayor De Boer reviewed the items on the Consent Calendar:

- A Receive and file minutes from City Council's December 5 and December 19, 2012 meetings
- B Approve vendor warrants numbered 86251 through 86514 for a total of \$523,326.20 including \$124,479.81 in payroll warrants;
 - Approve vendor warrants numbered 86515 through 86714 for a total of \$568,625.40 including \$193,441.64 in payroll warrants;
- C Receive and File Treasurer's Report: December 2012
- D Receive and File Finance Report: December 2012
- E Approve **Resolution No. 13-4918** authorizing execution of an Airport Hangar Space Lease Agreement with Brandon Phillips – Lot #14
- F **** Item Removed****
- G Approve cancellation of agreement for temporary transfer of vehicular equipment with Cal EMA
- H Approve Mutual Aid Agreement with High Desert State Prison and/or CCC and Susanville Fire Department
- I Approve Agreement for Mutual Fire Protection Aid with CALFire
- J Consider award of the 2012 Susanville Rehab B, City Project Number 12-01 Riverside Drive project to Dig It Construction
- K Approve City Council letter of support for community dialysis center

Motion by Councilmember Callegari, second by Mayor pro tem Wilson to approve the consent calendar with the exception of item 6J; motion carried unanimously.

6J Consider award of the 2012 Susanville Rehab B, City Project Number 12-01 Riverside Drive project to Dig It Construction Mr. Platt reported that City Project Number 12-01 is the STIP-funded rehabilitation of Riverside Drive. He reviewed the City's efforts to secure funding and discussed the subsequent award of \$2.4 million dollars. The Engineer's estimate for Phase One of the project was \$1,930,000, and the City received four bids, with the lowest responsive bid of \$1,727,352.50 from Dig It

Construction. Staff recommended awarding the project to Dig It construction for bid amount, with the Public Works Director authorized to execute change orders up to \$259,098 or 15 percent of the bid price. A contract with Dig It Construction will be brought back for City Council consideration. The estimated start date for the project is April or May, and the construction will occur at night as it is a total rebuild of the road. Mr. Platt explained that the State was not initially going to allow the City to retain the difference between the project cost and the grant award, but after further discussion have agreed to allow the City to retain approximately \$300,000 in funding to complete additional road repairs not related to this particular project. Staff is considering road repair projects at Grand Street and Sierra Road.

Councilmember McBride asked if installing new utilities was a component of the project so that the City does not have to go back and tear up a new road to upgrade the lines. Mr. Platt responded that there are new utilities existing at the project site and if not they will be stubbed out to avoid having to cut into a new road.

Motion by Mayor pro tem Wilson, second by Councilmember McBride to approve the bid award to Dig It Construction; motion carried unanimously.

7 **PUBLIC HEARINGS:** None

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**
Commission/Committee Reports: No business.

9 **NEW BUSINESS:**

9C **Consider Resolution No. 13-4920 approval and acceptance of 2011/2012 Audit Report** Mr. Hancock reported that the firm of Moss, Levy and Hartzheim have completed the audit for the City's financial statements for the fiscal year ending June 30, 2012. The City has received an unqualified or clean opinion as it has for several years. Mr. Derek Rampone, audit manager, was present to discuss the report.

Mr. Rampone described the audit process and reviewed the management report, pointing out budget versus actual figures and the increase in fund balance which is a result of earning more revenue and spending less. He advised closely monitoring the negative expenses for the enterprise funds, since ultimately it is covered by the general fund and should be recognized as such. He reviewed the recommendations which he characterized more as observations in some cases, stating that budget constraints have an impact on the feasibility of implementing those recommendations. There are no material weaknesses, and while there are a few deficiencies they are by no means meant as a criticism but as an effort to help steer the ship in the right direction. There were no disagreements with management and he commended City staff for being cordial and cooperative throughout the process.

Motion by Mayor pro tem Wilson, second by Councilmember McBride, to approve **Resolution No. 13-4920**; motion carried unanimously.

9A **Consider approval of cooperative agreement for building services with Lassen County** Mr. Hancock explained that the City of Susanville and Lassen County have worked cooperatively in the past during times when staffing levels have been reduced in the building department. In order to provide building inspection and plan review services to the public, an informal arrangement has been maintained wherein services are exchanged on an as-needed basis. The cooperative agreement formalizes the arrangement and allows for the City and County to provide reciprocal support with an annual review of the accrued time and value of service provided. If it is determined that either agency has provided a level of service that exceeds twenty-five percent of the service received, then the entity shall be compensated for the higher level of time at \$50 per hour, and mileage reimbursed at \$.25 per

mile. The request for service shall be made in writing, and will be subject to the availability of staffing and budgetary restrictions within the respective agencies. If the City Council approves, the Agreement will be submitted for review and approval by the County Board of Supervisors. Details regarding a compensation schedule still need to be addressed as the potential for mileage for a County inspection is much greater than those same inspections in the City.

Motion by Councilmember Callegari, second by Mayor pro tem Wilson to approve Cooperative Agreement for Building Services; motion carried unanimously.

9B Consider approval of Lease Agreement for property at 606 Nevada Mr. Hancock reported that the city owned property at 606 Nevada Street has been used as a rental property since its purchase in 2002. In the past it has been made available as a rental for City staff that move to Susanville from out of the area in order to facilitate their transition to the community. The City recently appointed Mr. Craig Sanders to the position of City Planner and proposes to execute a short term rental agreement for the property in the amount of \$500 per month. There are several deferred maintenance items that Mr. Sanders will be completing within the first six months that are itemized in the lease. Having a tenant occupy the property during the winter saves the City the cost of heating a vacant property.

Mayor pro tem Wilson asked about the below-market rate rent, and requested the addition of a provision to review and increase the monthly rental amount at the end of the first year of tenancy.

Motion by Mayor pro tem Wilson, second by Councilmember Callegari to approve the lease agreement with the provision to bring back in one year for consideration of rental increase; motion carried unanimously.

9D Consider Resolution No. 13-4921 updating membership to Susanville Loan Committee Mr. Hancock explained that the resolution designating membership to the Susanville Loan Committee has been revised to include reflects proposed language regarding loans that have been deemed uncollectible due to foreclosure or bankruptcy. The language gives the authority for approving loan forgiveness to the City Council. There are also a few minor corrections that reflect recent staffing changes.

Motion by Councilmember McBride, second by Councilmember Callegari to approve **Resolution No. 13-4921**; motion carried unanimously.

9E Consider Ordinance No. 13-0988 deleting and replacing Chapter 15.40 "Floodplain management" of the City of Susanville Municipal Code: Waive first reading and introduce Mr. Palmer reported that in September of 2010 the Federal Emergency Management Agency adopted a new Flood Insurance Study and new Flood Insurance Rate Maps that identify flood hazard areas within Susanville. The Maps are used to identify areas that are eligible to obtain subsidized flood insurance through the National Flood Insurance Program. The Program 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 the federal government will make subsidized flood insurance available within the community.

The City of Susanville currently participates in the Flood Insurance Program and has floodplain management provisions in the Susanville Municipal Code, Chapter 15.40. Recently, the Federal government amended their minimum requirements for floodplain management regulations which require the City to update the Code. The changes are relatively minor but extensive in terms of revisions to numerous text sections, and staff is recommending that the current Chapter 15.40 be replaced in its entirety.

Jim Chapman remarked that the accuracy of the maps is always a question, and asked what steps are being taken to vet them? He urged the City to pay close attention to the accuracy, citing an example of a property listed in the flood plain which, had it actually been flooded, would have meant the entirety of the Honey Lake valley would be under water.

Mr. Palmer responded that staff is not always able to readily determine if a parcel is in the flood zone or not, but that it is easier now that tools which are available online can be used to expand the area and increase the size to determine exactly where the line goes through the property. He explained the process a homeowner can follow to obtain an elevation certificate when disputing the location of their property within a flood zone.

Motion by Councilmember Callegari, second by Councilmember McDonald to waive the first reading and introduce **Ordinance No. 13-0988**; motion carried unanimously.

9F Consider authorization to circulate Request for Proposals for City Auditing Services Mr. Hancock explained that the City is required to have an audit of its financial statements performed by an independent auditing firm. The City has been utilizing the firm of Moss, Levy and Hartzheim for several years, and it is advisable to change firms from time to time in order to get a fresh perspective. Staff has prepared a Request for Proposals to be circulated with a deadline of March 11, 2013 for submittal. The suggested contract period is one year with a maximum of two one-year extensions. The City has two Councilmembers who serve on the audit committee, and he would like to have them more involved in the audit process in the future.

Motion by Mayor pro tem Wilson, second by Councilmember McBride to authorize circulation of the Request for Proposals for audit services; motion carried unanimously.

10 SUSANVILLE COMMUNITY DEVELOPMENT AGENCY: No business.

11 SUSANVILLE MUNICIPAL ENERGY CORPORATION:
Convene as Susanville Energy Corporation; roll call of Directors present

- a. Receive annual SMEC report;
- b. Discussion regarding founding documents
- c. Adjourn meeting

The City Council recessed and reconvened at 7:50 p.m. as the Susanville Municipal Energy Corporation with all members present.

Mr. Platt reported the City Public Works Department submits an overview of the operation and capital improvement project activities for the City's Water, Geothermal and Natural Gas Divisions to the Susanville Municipal Energy Corporation (SMEC) members for review. He invited questions regarding the report.

There were no questions.

Motion by Director McBride, second by Director Wilson to approve the annual report as submitted; motion carried unanimously.

Mr. Hancock reported that staff has identified some issues in the bylaws and founding documents that need to be updated and will be brought back for review by the Directors at a future meeting.

Chairperson De Boer adjourned the meeting at 7:54 p.m. and reconvened as the City Council.

12 **CONTINUING BUSINESS:** No business

13 **CITY ADMINISTRATOR'S REPORTS:**

13A **Sierra Community Park Update** Mr. Hancock reported that the firm of Hauge Bruek would be conducting a workshop regarding the Environmental Review process as it pertains to the Sierra Community Park. A discussion will be conducted regarding the development of the property as a park and the potential impacts on the surrounding neighborhood regarding issues such as traffic, new sources of light and noise. The workshop is conducted as a community outreach effort and notices have been mailed to 500 neighborhood residents. Mr. Hancock explained that while the City Council is not required to attend, the meeting has been noticed as a special meeting in the event three or more councilmembers choose to attend.

13B **Snow Removal Update** Mr. Platt reported the storm activity of the past six to eight weeks. This year three storms arrived back to back dumping a lot of wet snow, then the weather turned cold and created ice piles that have remained in place for several weeks. When the water content in the snow is that high, the moisture permeates into the sidewalks, the road, and the subsequent freeze gets further into the ground. The City has 160 miles of roads to plow, and staff worked to plow and clean up after the storms, however snow plows are ineffective once the snow becomes frozen to the extent that it did. The water and natural gas crews have been inundated with calls regarding frozen and broken pipes, and have been working seven days a week to try and keep up with the volume. Area plumbers are scheduling work out weeks in advance and everyone is doing what they can to get residents back in service.

He explained that in October 2010, the City began taking requests from citizens who need assistance in plowing out their driveway and the request lasts throughout the season so they are not required to call each time. The City currently has approximately 50 people on that list that they help with clearing out their driveway. Overall the streets have been dry, and the Police Chief can confirm that there have been very few traffic accidents related to icy roads. He discussed the damage to City streets caused by the ground freezing and lifting, and in some areas the pavement is disintegrating. As the spring thaw comes, other streets will begin to fail.

It was the general consensus of the Council that the snow plan should be reviewed periodically to ensure that it remains up to date and to allow the community the opportunity to be involved in the process.

14 **COUNCIL ITEMS:**

14A **AB1234 travel reports:** None

Mayor pro tem Wilson requested an item be added for future discussion regarding preventative maintenance at Roop's Fort.

Tony Jonas commented that the Lassen Historic Society has a lot of resources that are not available to the City, and suggested pooling assets to maximize available funding.

Councilmember Callegari stated that he received a phone call regarding golf course fees, and asked if the City is still offering a monthly rate. Mr. Hancock explained that the golf committee has updated the rates and the unlimited monthly rate has been replaced by a ten-play punch card. It was the intent to streamline the rate structure into something less cumbersome while still providing a value play experience.

15 **ADJOURNMENT:** There being no further business, at 8:10 Mayor De Boer called for a five minute recess to before returning to closed session.

Meeting adjourned at 8:55 p.m.

Respectfully submitted by

Gwenna MacDonald, City Clerk

Rod De Boer, Mayor

Approved on _____

**SUSANVILLE CITY COUNCIL
SUSANVILLE COMMUNITY DEVELOPMENT AGENCY
SUSANVILLE MUNICIPAL ENERGY CORPORATION
SUSANVILLE PUBLIC FINANCING AUTHORITY**

Regular Meeting Minutes

February 20, 2013 – 6:00 p.m.

City Council Chambers 66 North Lassen Street Susanville CA 96130

Meeting was called to order at 6:00 p.m. by Mayor De Boer.

Roll call of Councilmembers present: Cheryl L. McDonald, Nicholas McBride, Councilmember Callegari, Mayor pro tem Wilson and Mayor De Boer.

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

1 APPROVAL OF AGENDA:

Mr. Hancock requested the deletion of Item 6C Approval Resolution No. 13-4922 amending airport land lease lot #26.

Motion by Mayor pro tem Wilson, second by Councilmember McBride to approve the agenda with the change requested; motion carried unanimously.

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any): There were no comments from the public.

3 CLOSED SESSION: At 6:01 p.m. the Council recessed to closed session to discuss the following:

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: At 7:00 p.m. the City Council recessed and reconvened in open session.

Staff present: Craig Platt, Public Works Director; Tom Downing, Police Chief; Ted Friedline, Fire Chief; and Gwenna MacDonald, City Clerk.

Also present: Janette Zahniser, Assistant to the Public Works Director.

Mr. Hancock reported that the agenda had been approved with the deletion of item 6C.

Mr. Hancock reported that direction was given in closed session regarding employee negotiations and the potential litigation, but there was no action to report.

Mayor De Boer provided the thought for the day.

It was the consensus to move the report regarding the golf course rates to be heard after the Consent Calendar items in order to accommodate several members of the public who were present to speak on that item.

5 BUSINESS FROM THE FLOOR:

Mr. Hancock informed the City Council that Lassen Solid Waste submitted a request for an authorization letter supporting their pursuit of funding through the recycle tire program. The language of the letter requires strong binding authority by the City Administrator on behalf of the City Council, and he wanted to bring that request to the Council's attention as the District is on a tight timeline to receive the letter.

Councilmember Callegari, Lassen Solid Waste Chairperson, clarified that the Board voted to support the application for funding and the letter is a formality. He requested confirmation from the City Attorney that it would be appropriate to direct the City Administrator to sign the letter of support. Mr. Talia concurred.

6 CONSENT CALENDAR: Mayor De Boer reviewed the items on the Consent Calendar:

- 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 of support for Lassen Land and Trails Trust

Motion by Mayor pro tem Wilson, second by Councilmember Callegari to approve the consent calendar with the exception of item 6C; motion carried unanimously.

13A Golf Course Operation Update Mr. Hancock provided an update to the City Council regarding the golf committee's progress in preparing for the 2013 season. Among the numerous issues discussed, the committee spent a lot of discussing ways to streamline the fee structure. The goal was to create a quality golf course and provide a good value experience while ensuring that the costs of operation are recovered. There are a number of different rate structures available and in the past, the numerous options were somewhat cumbersome. Among the rates looked at were the monthly rate, and that was a rate that the committee determined was not effective. The challenge included making sure that the annual fee was a sufficient value to encourage people to pay up front, while maintaining the price breaks between the per-round costs. The ten-play punch card was created to provide that middle price point between annual play cards and a daily rate.

Mr. Hancock explained that he received word from Councilmember Callegari that several people were upset about the lack of an unlimited monthly fee, so the Committee met and discussed various options, in the attempt to come up with a figure that would offer a good value while preserving the value of an unlimited annual pass. The figure that they arrived at was \$350 per month which is higher than last year, but will further the goals to simplify the structure, cover costs, and provide a good value experience. Mr. Hancock invited the golf course committee representatives to share their thoughts and indicated that it would be appropriate to invite Mr. Zanino to speak.

Mr. Zanino stated that he wanted to correct the record that he does not expect the monthly rate to remain the same as last year. He recognizes that the City has a golf course to run and understands having to cover expenses. He suggested that the City calculate the highest monthly rate imposed during the season and make that the fixed unlimited monthly rate instead of offering a cheaper rate for the beginning or end of the season. He reviewed the fee structure from 2012 compared to the proposed 2013 season, itemizing what the per-round costs would be based upon an estimated 15 rounds of play per month. He came up with a figure of \$280 adding that the men's group expressed surprise at the suggestion of a rate that high. He thanked the City Council for their consideration, and urged them to bring back the unlimited monthly rate.

Councilmember Callegari stated that the golf course is a municipal course, not a professional course, and it belongs to the people of Susanville. It should be user-friendly and the City will not be making any money if people were going elsewhere to golf. If the people want the monthly rate, it should be brought back.

Mayor De Boer commented that he appointed Mayor pro tem Wilson and Councilmember McBride to the golf committee because they are young and enthusiastic and involved in the community. He respects the time and hard work they have devoted to the committee since coming on board the council, and he stands by whatever recommendation they make.

Mayor pro tem Wilson stated that the decision and calculations were based upon six months of play, not eight months since the weather is always an unknown factor. The argument could be made that the annual fee is too low, but at some point the City had to simplify the rate structure and come up with a cost that made sense. The Committee felt very strongly that the people who were willing to pay for an annual pass and pay up front should get the best value and the way it is estimated, any play over 14 rounds in one month is a better value at \$350 per month. A flat rate of \$280 per month is too close to what the per-round cost is for an annual pass.

Councilmember McBride concurred and said that the concerns expressed by Mr. Zanino were the reason that the ten play punch card was brought back as a rate option.

An unidentified audience member stated that buying an annual pass limits his options to golf at other facilities throughout the year.

Mr. Hancock stated that it has been a difficult process and it is important to encourage people to come out and play golf. Last year the most expensive per round cost was \$42, and this year it is \$35 on weekends and \$30 during the week. The best thing from the City's finance standpoint is to receive the money in advance for annual passes. The cost for a ten-play punch card last year was \$320 and this year it's \$250. At some point, the City has to balance expenses and make sure the bills get paid, and defers to the decision of the golf committee.

Councilmember Callegari reminded the Council that the property for the first nine was donated to the City, and that he has always supported whatever the public wants.

Mr. Zanino discussed the expense of golf as a hobby, and urged the Council to consider the benefit of attracting more golfers versus having a higher per-round cost.

Mayor De Boer thanked him for his comments directed staff to bring it back to the March 6, 2013 meeting for a vote.

7 **PUBLIC HEARINGS:** None

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports: No business.

9 **NEW BUSINESS:**

9A Consideration of purchase of hangar owned by Ryan Potter, Lot #29 Mr. Platt explained that the owner of the airport hangar located on Lot #29 has decided to sell his interests to Mr. Frank Cady in the amount of \$45,000.00. Per the agreement, Mr. Potter must first offer the hangar to the City, and if the Council so chooses to purchase it, an appraisal must be conducted to determine the fair market value. If the City rejects the offer, Mr. Potter may sell his hangar at the same price as offered to the City and submit a bill of sale and escrow closing statement before the City can terminate his lease. The hangar, built in 1996, is a 50 by 60 foot metal structure which appraised at \$87,750 in 2003. Mr. Platt concluded that it probably would be a good investment, but the airport has no such fund for purchasing hangars.

Councilmember Callegari suggested exploring the option of using a mortgage company that would work with the City when these opportunities arise in order to provide funding for purchases without having to increase the Airport fund debt.

The Council held a general discussion regarding financing options and opportunities at the airport. The City has thirty days to respond to Mr. Potter, and staff was directed to bring back financing options and a report at the March 6 meeting.

9B Consider expansion of annual Rabies Clinic to include "Dog-Day Event" at Memorial Park on May 18, 2013 and approve waiver of park fee Mr. Hancock reported that staff has been working to expand the annual rabies clinic to a larger event to be held at Memorial Park. Local animal care business owners have volunteered their time by offering reduced cost products and services. Mr. Hancock requested that City Council authorize a waiver of the park rental fees normally charged for reserving Memorial Park.

It was the consensus of the Council to authorize the event and waive park fee charge.

9C Consider Resolution No. 13-4929 approving and authorizing the Mayor to execute concession agreement with Tammy Wheeler for Diamond Mountain Bar and Grill Mr. Hancock reported that in conjunction with the Golf Course subcommittee, staff has negotiated a concession agreement with Tammy Wheeler to operate the Diamond Mountain Golf Course Bar and Grill for the 2013 golf season. Ms. Wheeler will operate the concession seven days per week from 10 am to 3 pm with extended hours at her discretion. The City will provide \$12,000 in compensation and she will be entitled to fifty percent of the net proceeds for all concession activities.

The Agreement requires three slight modifications to the section regarding payment for fixtures and equipment; section nine should include language to indicate that insurance coverage should be part of operating costs, and in recognition of the required clean up and preparation for business, a \$500 site preparation payment will be issued upon contract signing.

Motion by Councilmember McBride, second by Mayor pro tem Wilson to approve **Resolution No. 13-4929** for execution of the agreement with the changes as noted; motion carried unanimously.

9D Consider Resolution No. 13-4927 declaring six (6) Ruger Mini-14 rifles surplus and authorizing the Police Department to take action to sell them Chief Downing explained that due to

advancements in technology the rifles that the police department have utilized as patrol rifles have reached the end of their useful life. The department requests authorization from City Council to declare the weapons as surplus and offer them for sale to law enforcement personnel at fair market value. The revenue generated from the sale will be utilized to purchase weaponry that meets current law enforcement standards.

Motion by Councilmember Callegari, second by Councilmember McBride to approve **Resolution No. 13-4927**; motion carried unanimously.

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

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

12 **CONTINUING BUSINESS:**

12A Consider Resolution No. 13-4919 approving continuation of Phase Two of Water Meter Replacement Project Mr. Platt explained that staff presented a plan to begin funding water capital improvement projects in May 2008. The City Council voted to approve a rate increase which was restricted to fund infrastructure improvements, and staff presented a three-year plan to begin the project. Phase One of the plan included the replacement and upgrade of water meters, and to date 300 touch pad water meters have been installed. The water department has replaced over 580 water meters throughout the system since April 2009, and in July 2012 Council approved project 12-503-00 for the replacement of 1,200 water meters. That project has been completed.

Mr. Platt explained that staff requests approval to continue with the implementation of Phase Two of the three year plan by purchasing 1,200 new radio read water meters and hiring one full-time temporary maintenance worker for approximately eight months to install the meters with a total cost of \$295,400.

Motion by Councilmember Callegari, second by Councilmember McBride to approve **Resolution 13-4919**; motion carried unanimously.

12B 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

Mr. Hancock reported that at its meeting of February 6, the City Council voted to introduce Ordinance Number 13-0988 adopting Chapter 15.40 of the Susanville Municipal Code. The Federal Emergency Management Agency adopted a new Flood Insurance Study and new Flood Insurance Rate Maps that identify existing flood hazard areas within Susanville and surrounding areas. The maps are used to identify areas that are eligible to obtain federally subsidized flood insurance through the National Flood Insurance Program. The Program 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, the federal government will make subsidized flood insurance available within the community as a financial protection against flood losses. If approved, the ordinance will take effect within thirty days of adoption.

Motion by Mayor pro tem Wilson, second by Councilmember McBride to adopt **Ordinance No. 13-0988**; motion carried unanimously.

12C Consider agreement with Lassen County for acquisition of Johnstonville Water System Mr. Hancock explained that there have been discussions regarding the possibility of the City acquiring the Johnstonville water system located 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. The CalTrans maintenance facility on Diane Drive is currently the only customer connected to the system. The City Public Works Director provided a report to the Council on January 18, 2012 regarding the operations, future expansion potential and operating costs/revenue of the system.

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 would suggest expansion of 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 including the continuation of water service to the Cal Trans maintenance yard, the modification of CSA#2, continuation of water testing during the 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. 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, and reviewing the current fee resolution adopted by the County.

Mayor De Boer asked Mr. Hancock and Mr. Platt if the transfer of the well was in the best interests of the City.

Mr. Hancock described the well as a strategic asset that would be worth pursuing.

Mr. Platt stated that it was a good well and storage tank and that ownership would be valuable for the airport.

Councilmember Callegari remarked that he would like to pursue the acquisition but is concerned about any hidden debt associated with the system.

Mr. Hancock responded that the County would not be transferring any debt incurred in association with the well to the City. They would be required to write that off and transfer the asset only.

Motion by Mayor pro tem Wilson, second by Councilmember McBride adopting **Resolution No. 13-4925**; motion carried unanimously.

12D Consider Resolution No. 13-4926 approving mid-year budget review for fiscal year 2012-2013 Mr. Hancock explained that at its meeting of February 6, 2013, the City Council conducted a budget workshop to discuss priorities and receive input from the community regarding the mid-year budget. Most of the recommendations and requests of the Department heads have been incorporated into the 2012/2013 mid-year budget. The budget includes changes in the use of Mitigation Funds, a revised Cost Allocation Plan, and adjustments to the Depreciation Schedule and overall results in a General Fund surplus of \$32,000 in revenue. Mr. Hancock added that in addition to these items, staff continues to evaluate natural gas rates, update capital improvement plans and identify opportunities to more fully utilize volunteer inmate labor for community projects. The budget reflects the priorities set by the City Council while maintaining the current level of services provided to City residents.

Mayor pro tem Wilson requested additional clean up on redundant mitigation line items prior to the 2013/2014 budget.

Motion by Mayor pro tem Wilson, second by Councilmember Callegari to approve **Resolution No. 13-4926**; motion carried unanimously.

12E Consider Resolution No. 13-4928 approving and authorizing the write off of bad debt for Airport and Golf Course Mr. Hancock explained that the City's two enterprise funds, the airport and golf course, both carry negative balances. These amounts represent an accumulation of many years of debt based on subsidies by the general fund to fund the operation of the airport and golf course. Clearing these negative amounts will enable staff to review the negative cash amount each year, recognize the value that these facilities bring to the community, and will allow the City Council to make decisions on a case-by-case basis regarding whether or not to supplement the operations through general fund contributions. After removing the negative balances and the depreciation expense is subtracted, both enterprises are very close to breaking even.

Councilmember McBride commented that it was the same situation that the City faced with the City Care operation and he supported moving forward.

Councilmember Callegari stated that he does not support spending general fund money.

Mr. Hancock clarified that the money is an accumulation of general fund support for the operation of the airport and golf course, and that the money has already been spent. What is before the Council is the recognition that the enterprise funds will most likely never be able to earn enough to repay those years of borrowing from the general fund and it will allow the City Council to monitor those contributions more closely in the future.

Mayor pro tem Wilson remarked that there are times when the City will want to use General Fund money for the purchase of a hangar, or a cash match for an FAA Grant, and it would be better to recognize and budget for that.

Motion by Councilmember McBride, second by Mayor pro tem Wilson to approve **Resolution No. 13-4928**; motion carried. Callegari: No.

13 CITY ADMINISTRATOR'S REPORTS:

13A *Golf Course Operation Update – report given.*

14 COUNCIL ITEMS:

14A **AB1234 travel reports:** None

Councilmember Callegari requested an update regarding the recruitment efforts for the position of Finance Manager.

15 ADJOURNMENT: Motion by Mayor pro tem Wilson, second by Councilmember McDonald to adjourn the meeting; motion carried unanimously.

Meeting adjourned at 8:35 p.m.

Rod De Boer, Mayor

Respectfully submitted by

Gwenna MacDonald, City Clerk

Approved on _____

Reviewed by: JGH City Administrator
MM City Attorney

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

Submitted by: Jared G. Hancock, City Administrator

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: Warrants dated February 27th through March 13th numbered 86961 through 87054

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$170,989.49 plus \$93,758.90 in payroll warrants, for a grand total of \$264,748.39

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
02/13	02/28/2013	86961	21	AIRGAS USA, LLC	CHLORINE	9012946163	1	7110-430-42-46	SUPPLIES-GENERAL	372.97	372.97
Total 9012946163:											
02/13	02/28/2013	86962	40	AMPS ELECTRIC	REPLACEMENT KEYS	1801	1	1000-421-10-44	FACILITY - REPAIR & MAINTEN	39.21	39.21
Total 1801:											
02/13	02/28/2013	86962	40	AMPS ELECTRIC	EVALUATE BOILER, BURNER, H	1823	1	1000-422-10-43	TECHNICAL SVCS	142.50	142.50
Total 1823:											
02/13	02/28/2013	86963	53		RETIREMENT INCENTIVE PKGE	021413	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 021413:											
02/13	02/28/2013	86964	68	BECKWITH MD, DAVID R	QUESTIONNAIRE -KELLER	021113	1	1000-422-10-43	PROFESSIONAL SVCS	65.00	65.00
02/13	02/28/2013	86964	68	BECKWITH MD, DAVID R	SPIROMETRY-KELLER	021113	2	1000-422-10-43	PROFESSIONAL SVCS	85.00	85.00
Total 021113:											
02/13	02/28/2013	86965	76	BILLINGTON ACE HARD	DOOR STOP	263615	1	1000-422-10-46	SUPPLIES-GENERAL	4.82	4.82
Total 263615:											
02/13	02/28/2013	86965	76	BILLINGTON ACE HARD	WHEEL BARREL TUBING	264153	1	1000-422-10-46	SUPPLIES-GENERAL	29.00	29.00
Total 264153:											
02/13	02/28/2013	86965	76	BILLINGTON ACE HARD	FASTENERS	264392	1	7110-430-42-46	SUPPLIES-GENERAL	77.36	77.36
Total 264392:											
02/13	02/28/2013	86965	76	BILLINGTON ACE HARD	BATTERYS	264461	1	1000-452-20-46	SUPPLIES-GENERAL	13.71	13.71

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 264461:											
02/13	02/28/2013	86966	7365	CORDER, TRAVIS	CARL MOYER CYCLE 13 GRAN	022613	1	8405-430-10-48	GRANTS	35,000.00	35,000.00
Total 022613:											
02/13	02/28/2013	86967	174	DATEMA, STEVEN K.	GROUND LEASE 710 MAIN 3/13	021413	1	8401-2228-000	DEPOSITS PAYABLE	75.00	75.00
Total 021413:											
02/13	02/28/2013	86968	194	DIAMOND SAW SHOP IN	OIL FOR SAWS	11329	1	2007-431-20-46	SUPPLIES-GENERAL	12.58	12.58
Total 11329:											
02/13	02/28/2013	86968	194	DIAMOND SAW SHOP IN	SHARPENING CHAINS FOR SA	11332	1	2007-431-20-46	SUPPLIES-SMALL TOOLS	5.00	5.00
Total 11332:											
02/13	02/28/2013	86969	219	ED STAUB & SONS PETR	282.80 GAL PROPANE GOLF C	0107334	1	7630-451-52-46	GASOLINE	580.66	580.66
Total 0107334:											
02/13	02/28/2013	86969	219	ED STAUB & SONS PETR	220.2 GAL PROPANE AIRPORT	1181772	1	7201-430-81-46	PROPANE	494.43	494.43
Total 1181772:											
02/13	02/28/2013	86970	227	EMPLOYMENT DEVELOP	U.I. BENEFITS 10/12-12/12	L1629637504	1	7630-411-40-42	STATE UNEMPLOYMENT	1,890.00	1,890.00
Total L1629637504:											
02/13	02/28/2013	86971	243	FEDEX	011413 SHASTA BUILDERS	217895549	1	7620-430-10-46	POSTAGE	6.90	6.90
02/13	02/28/2013	86971	243	FEDEX	012413 SIERRA CONTRACTOR	217895549	2	7620-430-10-46	POSTAGE	7.25	7.25
Total 217895549:											
02/13	02/28/2013	86972	7370	FIVE BROTHERS DEFAU	REFUND WATER DEPOSIT	10316360003	1	7110-2228-000	DEPOSITS-CUSTOMER	56.45	56.45

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 10316350003:											
02/13	02/28/2013	86973	265	FRONTIER - IRREGULAR	257-1056 PMW SHOP	1056 022013	1	7620-430-10-45	COMMUNICATIONS	41.39	41.39
Total 1056 022013:											
02/13	02/28/2013	86973	265	FRONTIER - IRREGULAR	257-1057 PMW FAX	1057 022013	1	7620-430-10-45	COMMUNICATIONS	191.84	191.84
Total 1057 022013:											
02/13	02/28/2013	86973	265	FRONTIER - IRREGULAR	021-1147 CITY HALL	1147 022013	1	1000-417-10-45	COMMUNICATIONS	1,026.94	1,026.94
Total 1147 022013:											
02/13	02/28/2013	86973	265	FRONTIER - IRREGULAR	257-2845 ROLL OVER	2845 021513	1	7620-430-10-45	COMMUNICATIONS	29.30	29.30
Total 2845 021513:											
02/13	02/28/2013	86973	265	FRONTIER - IRREGULAR	257-4725 CITY HALL FAX	4725 021513	1	1000-419-10-45	COMMUNICATIONS	18.70	18.70
02/13	02/28/2013	86973	265	FRONTIER - IRREGULAR	257-4725 CITY HALL FAX	4725 021513	2	1000-415-10-45	COMMUNICATIONS	18.71	18.71
Total 4725 021513:											
02/13	02/28/2013	86973	265	FRONTIER - IRREGULAR	257-5152 FIRE	5152 021013	1	1000-422-10-45	COMMUNICATIONS	425.04	425.04
Total 5152 021013:											
02/13	02/28/2013	86973	265	FRONTIER - IRREGULAR	257-7236 NAT GAS	7236 022013	1	7620-430-10-45	COMMUNICATIONS	175.28	175.28
Total 7236 022013:											
02/13	02/28/2013	86973	265	FRONTIER - IRREGULAR	257-7237 NAT GAS	7237 022013	1	7620-430-10-45	COMMUNICATIONS	46.69	46.69
Total 7237 022013:											
02/13	02/28/2013	86974	1380	HAUGE BRUECK ASSOCI	LABOR 1/14/13-2/2/13 SIERRA P	13001-1	1	3025-417-10-43	PROFESSIONAL SERVICES	10,990.50	10,990.50

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 13001-1:											
02/13	02/28/2013	86975	335	J.W. WOOD CO INC	CARTRIDGE	S060828	1	1000-452-20-46	SUPPLIES-GENERAL	20.61	20.61
Total S060828:											
02/13	02/28/2013	86976	1292		2ND PLACE DRAWING	022513	1	1000-422-29-46	SUPPLIES - PROMOTIONAL	30.00	30.00
Total 022513:											
02/13	02/28/2013	86977	374	L N CURTIS & SONS	BALL VALVE	126037200	1	1000-422-50-43	VOLUNTEERS-OUT OF AREA FI	49.92	49.92
Total 126037200:											
02/13	02/28/2013	86978	411	LASSEN MOTOR PARTS	HYD OIL	167740	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	57.71	57.71
Total 167740:											
02/13	02/28/2013	86978	411	LASSEN MOTOR PARTS	TRAILER HITCHES	167781	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	135.43	135.43
Total 167781:											
02/13	02/28/2013	86978	411	LASSEN MOTOR PARTS	GREASE FITTING	168067	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	4.50	4.50
Total 168067:											
02/13	02/28/2013	86978	411	LASSEN MOTOR PARTS	AIR FILTER	168071	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	22.31	22.31
Total 168071:											
02/13	02/28/2013	86978	411	LASSEN MOTOR PARTS	ANTIFREEZE	168090	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	40.93	40.93
Total 168090:											
02/13	02/28/2013	86978	411	LASSEN MOTOR PARTS	BATTERY/CORE DEPOSIT	168111	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	225.73	225.73
Total 168111:											

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	02/28/2013	86978	411	LASSEN MOTOR PARTS	CORE DEPOSIT RETURN	168122	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	23.66-	23.66-
Total 168122:											
02/13	02/28/2013	86978	411	LASSEN MOTOR PARTS	AIR FILTER, FUEL FILTER, HYD	168135	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	114.20	114.20
Total 168135:											
02/13	02/28/2013	86978	411	LASSEN MOTOR PARTS	STARTER FLUID	168154	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	8.56	8.56
Total 168154:											
02/13	02/28/2013	86978	411	LASSEN MOTOR PARTS	POWER DIESEL	168187	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	20.02	20.02
Total 168187:											
02/13	02/28/2013	86979	424	LEHR AUTO ELECTRIC	LIGHT FLASHER	01080011	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	90.93	90.93
Total 01080011:											
02/13	02/28/2013	86980	432	LEXIS NEXIS	ELECTRONIC LAW LIBRARY SV	1301216602	1	1000-412-10-48	DUES AND MEMBERSHIPS	143.82	143.82
Total 1301216602:											
02/13	02/28/2013	86981	437	LMUD	JOHNSTONVILLE RD SPRINKLE	10262 021913	1	1000-452-30-46	ELECTRICITY	35.85	35.85
Total 10262 021913:											
02/13	02/28/2013	86982	445		RETIRE INCENTIVE 3/13	021413	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 021413:											
02/13	02/28/2013	86983	481	MISSION LINEN & UNIFO	COMM SVCS LINEN SERVICES	250123751	1	1000-452-20-42	UNIFORM ALLOWANCE	11.61	11.61
Total 250123751:											
02/13	02/28/2013	86983	481	MISSION LINEN & UNIFO	COMM SVCS LINEN SERVICES	250136484	1	1000-452-20-44	LINEN SERVICES	12.83	12.83

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 250136484:											
02/13	02/28/2013	86983	481	MISSION LINEN & UNIFO	PWV ADMIN LINEN SERVICES 2/	250137764	1	7620-430-10-44	LINEN SERVICE	57.00	57.00
Total 250137764:											
02/13	02/28/2013	86983	481	MISSION LINEN & UNIFO	GAS DEPT LINEN SERVICES 2/	250137765	1	7401-430-62-44	LINEN SERVICES	68.93	68.93
Total 250137765:											
02/13	02/28/2013	86983	481	MISSION LINEN & UNIFO	WATER DEPT LINEN SERVICES	250137766	1	7110-430-42-44	LINEN SERVICE	56.08	56.08
Total 250137766:											
02/13	02/28/2013	86983	481	MISSION LINEN & UNIFO	STREETS LINEN SERVICES 2/2	250137767	1	2007-431-20-44	LINEN SERVICE	6.68	6.68
Total 250137767:											
02/13	02/28/2013	86983	481	MISSION LINEN & UNIFO	COMM SVCS LINEN SERVICES	250137768	1	1000-452-20-44	LINEN SERVICES	12.83	12.83
Total 250137768:											
02/13	02/28/2013	86984	1287	MYERS-STEVENSON & TOO	VOL FIRE FIGHTERS LIFE INS 4	1054118	1	1000-422-29-48	TAXES, FEES, PERMITS & CHA	74.00	74.00
Total 1054118:											
02/13	02/28/2013	86985	7368	NEWMAN, MYRA	REFUND WATER DEPOSIT	10529400019	1	7110-2228-000	DEPOSITS-CUSTOMER	8.35	8.35
Total 10529400019:											
02/13	02/28/2013	86986	1271	NOBLES, TIMOTHY R.	03/13 GROUND LEASE 706 MAI	021413	1	8401-2228-000	DEPOSITS PAYABLE	100.00	100.00
Total 021413:											
02/13	02/28/2013	86987	5006	OATES CONSTRUCTION/	REFUND GAS OVERPAYMENT	10102360000	1	9999-1001-001	CASH CLEARING - UTILITIES	7.00	7.00
Total 10102360000:											

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	02/28/2013	86988	561		RETIREMENT INCENTIVE 3-13	021413	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 021413:											
										930.00	930.00
02/13	02/28/2013	86989	563	POULSEN WELDING SHO	REPAIR THROTTLE PEDDLE	3968	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	35.00	35.00
Total 3968:											
										35.00	35.00
02/13	02/28/2013	86990	572	QUILL CORPORATION	CARD FILES, MARKERS	9329080	1	7110-430-42-46	SUPPLIES-GENERAL	94.55	94.55
02/13	02/28/2013	86990	572	QUILL CORPORATION	CARD FILES, MARKERS	9329080	2	7401-430-62-46	SUPPLIES-GENERAL	19.35	19.35
Total 9329080:											
										113.90	113.90
02/13	02/28/2013	86991	1134	ROBERTS COMPANY INC	LAPEL PINS	267038	1	1000-422-29-46	SOCIAL EVENTS	65.50	65.50
Total 267038:											
										65.50	65.50
02/13	02/28/2013	86992	1127	ROSS LADDER SERVICE	ANNUAL LADDER INSPECTION/	191	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	300.00	300.00
Total 191:											
										300.00	300.00
02/13	02/28/2013	86993	1076	SIERRA COFFEE AND BE	WATER SERVICE 2/20/13	40396	1	1000-417-10-46	SUPPLIES-GENERAL	29.00	29.00
Total 40396:											
										29.00	29.00
02/13	02/28/2013	86993	1076	SIERRA COFFEE AND BE	PW/WATER SERVICES 2/27/12	40414	1	7620-430-10-46	SUPPLIES-GENERAL	34.65	34.65
Total 40414:											
										34.65	34.65
02/13	02/28/2013	86994	640	SIERRA ELECTRONICS	CREDIT	193938	1	1000-422-10-44	RADIOS - REPAIR & MAINTENA	1.97-	1.97-
Total 193938:											
										1.97-	1.97-
02/13	02/28/2013	86994	640	SIERRA ELECTRONICS	BELT CLIP	1954560	1	1000-422-10-44	RADIOS - REPAIR & MAINTENA	40.85	40.85
Total 1954560:											
										40.85	40.85
02/13	02/28/2013	86995	7367	STEPHENS, BOBBY	REFUND WATER DEPOSIT	10428600015	1	7110-2228-000	DEPOSITS-CUSTOMER	16.00	16.00

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 10428600015:											
02/13	02/28/2013	86996	7366	STEWART, DARLEEN	REFUND WATER DEPOSIT	10505500008	1	7110-2228-000	DEPOSITS-CUSTOMER	46.16	46.16
Total 10505500008:											
02/13	02/28/2013	86997	1242	SUREFLOW TECHNOLO	PARTS FOR CHLORINATOR	2333	1	7110-430-42-44	REPAIR AND MAINTENANCE-MI	504.40	504.40
Total 2333:											
02/13	02/28/2013	86998	1265	SUSANVILLE PAINT CEN	ENAMEL PAINT FOR BALL PAR	#HELD	1	1000-452-21-46	SUPPLIES-GENERAL	48.05	48.05
Total #HELD:											
02/13	02/28/2013	86999	7371	TABAREZ, MELISSA	REFUND WATER DEPOSIT	10210460006	1	7110-2228-000	DEPOSITS-CUSTOMER	43.43	43.43
Total 10210460006:											
02/13	02/28/2013	87000	1023	TALLIA, PETER M.	CITY ATTORNEY 1/23/13 - 2/21/	022113	1	1000-412-10-43	PROFESSIONAL SVCS	4,027.50	4,027.50
Total 022113:											
02/13	02/28/2013	87001	713		RETIRE INCENTIVE 3/13	021413	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 021413:											
02/13	02/28/2013	87002	7369	TRITEX REAL ESTATE A	REFUND GAS OVERPAYMENT	10306904208	1	9999-1001-001	CASH CLEARING - UTILITIES	3.39	3.39
Total 10306904208:											
02/13	02/28/2013	87003	728	U S POSTMASTER	GAS BILLING POSTAGE	022813	1	7401-430-62-46	POSTAGE	250.71	250.71
02/13	02/28/2013	87003	728	U S POSTMASTER	WATER BILLING POSTAGE	022813	2	7110-430-42-46	POSTAGE	486.66	486.66
Total 022813:											
02/13	02/28/2013	87004	530	U.S. BANK EQUIPMENT F	PAYMENT #34 OF 48 LOAN #13	222436917	1	7530-2237-002	US BANK CAPITAL LEASE	1,743.21	1,743.21
02/13	02/28/2013	87004	530	U.S. BANK EQUIPMENT F	PAYMENT #34 OF 48 LOAN #13	222436917	2	7530-451-50-48	INTEREST	135.19	135.19
02/13	02/28/2013	87004	530	U.S. BANK EQUIPMENT F	PAYMENT #34 OF 48 LOAN #13	222436917	3	7530-451-50-48	TAXES, FEES, PERMITS & CHA	154.97	154.97

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 222436917:											
02/13	02/28/2013	87005	1198	WESTWOOD SANITATIO	PORTABLE TOILET - SKYLINE P	37754	1	1000-452-20-44	RENT & LEASES EQUIP & VEHI	98.88	98.88
Total 37754:											
Grand Totals:											
										65,209.88	65,209.88

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
03/13	03/01/2013	87006	7372	ANDERSON, TODD	PURCHASE 28 CHAIRS @ \$12.0	022813	1	7530-451-52-46	SUPPLIES-GENERAL	336.00	336.00
Total 022813:											
03/13	03/01/2013	87007	307		REIM FOR 1/2 OF HOTEL ROSE	020313	1	1000-422-10-45	TRAVEL	130.76	130.76
Total 020313:											
Grand Totals:											
										466.76	466.76

Report Criteria:

Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
03/01/2013	CDPT	03/06/2013	216	CITY OF SUSANVILLE PA	1	7650-2203-1	5,728.80-
03/01/2013	CDPT	03/06/2013	216	CITY OF SUSANVILLE PA	1	7650-2203-1	5,728.80-
03/01/2013	CDPT	03/06/2013	216	CITY OF SUSANVILLE PA	1	7650-2203-1	1,850.66-
03/01/2013	CDPT	03/06/2013	216	CITY OF SUSANVILLE PA	1	7650-2203-1	1,850.66-
03/01/2013	CDPT	03/06/2013	216	CITY OF SUSANVILLE PA	1	7650-2203-1	14,127.85-
03/01/2013	CDPT	03/06/2013	87010	CA STATE DISBURSEME	28	7650-2203-0	184.61-
03/01/2013	CDPT	03/06/2013	87011	CA STATE DISBURSEME	36	7650-2203-0	330.92-
03/01/2013	CDPT	03/06/2013	87012	CA STATE DISBURSEME	37	7650-2203-0	376.15-
03/01/2013	CDPT	03/06/2013	87013	EMPLOYMENT DEV DEP	7	7650-2203-1	1,235.26-
03/01/2013	CDPT	03/06/2013	87014	EMPLOYMENT DEV. DEP	6	7650-2203-1	4,378.65-
03/01/2013	CDPT	03/06/2013	87015	NATIONWIDE RETIREME	5	7650-2203-0	125.00-
03/01/2013	CDPT	03/06/2013	87016	VALIC	4	7650-2203-0	2,707.05-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	15,786.67-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	12,730.82-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	5,426.40-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	202.77-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	158.45-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	146.18-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	16.00-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	4,831.57-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	1,175.10-
03/01/2013	CDPT	03/06/2013	87017	P.E.R.S.	8	7650-2203-1	2,834.18-
Grand Totals:			<u>22</u>				<u>81,932.55-</u>

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
03/13	03/07/2013	87018	5	ABC FIRE AND CYLINDE	HYDRO TEST	525276	1	1000-422-10-43	TECHNICAL SVCS	250.00	250.00
Total 525276:											
03/13	03/07/2013	87019	21	AIRGAS USA, LLC	ACETYLENE/OXYGEN	9013166919	1	7110-430-42-46	SUPPLIES-GENERAL	295.06	295.06
Total 9013166919:											
03/13	03/07/2013	87021	67	BEARS REPAIR	FINISH PANELS GOLF CART	2045	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	400.66	400.66
Total 2045:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	ANGLE IRON	263085	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	67.71	67.71
Total 263085:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	COUPLE FLEX	263795	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	8.70	8.70
Total 263795:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	BULB	264532	1	1000-452-20-46	SUPPLIES-GENERAL	25.13	25.13
Total 264532:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	ELBOWS, NIPPLES	264548	1	7401-430-62-46	SUPPLIES-GENERAL	12.31	12.31
Total 264548:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	BULB-FLUR	264566	1	7530-451-52-46	SUPPLIES-GENERAL	115.96	115.96
Total 264566:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	CONCRETE MIX	264624	1	7401-430-62-46	SUPPLIES-GENERAL	37.68	37.68

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 264624:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	FASTENERS, SOAP	264637	1	1000-422-10-46	SUPPLIES-JANITORIAL	5.79	5.79
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	FASTENERS, SOAP	264637	2	1000-422-10-46	SUPPLIES-GENERAL	8.17	8.17
Total 264637:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	CONCRETE MIX	264680	1	7401-430-62-46	SUPPLIES-GENERAL	37.68	37.68
Total 264680:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	BALT LIQUID ANT	264688	1	7110-430-42-46	SUPPLIES-GENERAL	8.21	8.21
Total 264688:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	WRENCH GEAR	264736	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	40.59	40.59
Total 264736:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	ANTIROACH SPRAY	264944	1	7110-430-42-46	SUPPLIES-GENERAL	5.79	5.79
Total 264944:											
03/13	03/07/2013	87022	76	BILLINGTON ACE HARD	MARKING PAINT, COUPLING, P	264953	1	7530-451-52-46	SUPPLIES-GENERAL	24.92	24.92
Total 264953:											
03/13	03/07/2013	87023	115	CASELLE INC.	SOFTWARE SUPPORT 4/13	47961	1	1000-417-10-43	TECHNICAL SVCS	1,258.00	1,258.00
Total 47961:											
03/13	03/07/2013	87024	148	COMPUTER LOGISTICS	2 HRS MONTHLY MAINTENANCE	59507	1	1000-417-10-43	TECHNICAL SVCS	220.00	220.00
Total 59507:											
03/13	03/07/2013	87024	148	COMPUTER LOGISTICS	MONTHLY EMAIL/PHONE SUPP	59577	1	1000-417-10-43	TECHNICAL SVCS	294.10	294.10

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 59577:											
03/13	03/07/2013	87025	156	CREATIVE FORMS & CO	UTILITY BILLING	111567	1	7401-430-62-46	SUPPLIES-GENERAL	569.04	569.04
03/13	03/07/2013	87025	156	CREATIVE FORMS & CO	UTILITY BILLING	111567	2	7110-430-42-46	SUPPLIES-GENERAL	569.03	569.03
Total 111567:											
03/13	03/07/2013	87025	156	CREATIVE FORMS & CO	LASER NOTICE OF DELIQUENC	111569	1	7110-430-42-46	SUPPLIES-GENERAL	382.59	382.59
03/13	03/07/2013	87025	156	CREATIVE FORMS & CO	LASER NOTICE OF DELIQUENC	111569	2	7401-430-62-46	SUPPLIES-GENERAL	382.60	382.60
Total 111569:											
03/13	03/07/2013	87026	161	O'REILLY AUTO PARTS	FAN BLADE	2740-232359	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	39.98	39.98
Total 2740-232359:											
03/13	03/07/2013	87026	161	O'REILLY AUTO PARTS	DOOR LOCK KIT	2740-232427	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	54.50	54.50
Total 2740-232427:											
03/13	03/07/2013	87026	161	O'REILLY AUTO PARTS	DOOR LOCK KIT RETURN	2740-233116	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	54.50-	54.50-
Total 2740-233116:											
03/13	03/07/2013	87026	161	O'REILLY AUTO PARTS	HOSES AND FITTINGS	2740-233269	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	41.08	41.08
Total 2740-233269:											
03/13	03/07/2013	87027	174	DATEMA, STEVEN K.	AIRPORT MANAGER 3/13	020413	1	7201-430-81-43	TECHNICAL SVCS	1,732.04	1,732.04
Total 020413:											
03/13	03/07/2013	87028	194	DIAMOND SAW SHOP IN	SAW PARTS, VENT HOSE	11336	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	39.12	39.12
Total 11336:											
03/13	03/07/2013	87028	194	DIAMOND SAW SHOP IN	CHAINSAW BLADE SHARPENIN	11339	1	2007-431-20-46	SUPPLIES-GENERAL	6.00	6.00

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
03/13	03/07/2013	87041	532	OLD DOMINION BRUSH	RUBBER RUNNER, DIRT SHOE,	0039115	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	451.73	451.73
Total 0039115:											
03/13	03/07/2013	87042	548	PEE WEE ENTERPRISES	MEMORIAL BALL FIELD	11132012	1	1000-452-21-46	SUPPLIES-GENERAL	200.00	200.00
Total 11132012:											
03/13	03/07/2013	87043	572	QUILL CORPORATION	TRANSPARENT POCKETS	9249414	1	1000-411-40-46	SUPPLIES-GENERAL	21.22	21.22
Total 9249414:											
03/13	03/07/2013	87043	572	QUILL CORPORATION	FLOOR MATS, CORRECTION T	9256741	1	1000-419-10-46	SUPPLIES-GENERAL	21.49	21.49
03/13	03/07/2013	87043	572	QUILL CORPORATION	FLOOR MATS, CORRECTION T	9256741	2	1000-417-10-46	SUPPLIES-GENERAL	416.33	416.33
Total 9256741:											
03/13	03/07/2013	87043	572	QUILL CORPORATION	2013 CALENDARS	9256889	1	1000-417-10-46	SUPPLIES-GENERAL	17.19	17.19
Total 9256889:											
03/13	03/07/2013	87043	572	QUILL CORPORATION	RULED NOTEPADS	9293110	1	1000-417-10-46	SUPPLIES-GENERAL	21.90	21.90
Total 9293110:											
03/13	03/07/2013	87044	6937		REIM CLASS A DRIVERS PERMI	030413	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	68.00	68.00
Total 030413:											
03/13	03/07/2013	87045	7095	SUSANVILLE FORD	LEVERS	16250	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	20.94	20.94
Total 16250:											
03/13	03/07/2013	87045	7095	SUSANVILLE FORD	BRAKES, BATTERY, STEERING	T3CCS317421	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	1,827.86	1,827.86
Total T3CCS317421:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	606 NEVADA ST	1274 030113	1	1000-417-10-44	SEWER	39.00	39.00

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 1274 030113:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	66 N LASSEN ST	1276 030113	1	1000-417-10-44	SEWER	85.60	85.60
Total 1276 030113:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	600 NEVADA ST	1284 030113	1	1000-417-10-44	SEWER	90.90	90.90
Total 1284 030113:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	115 N WEATHERLOW ST	1448 030113	1	1000-451-80-44	SEWER	42.80	42.80
Total 1448 030113:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	65 N WEATHERLOW & ROOPS	1449 030113	1	1000-452-20-44	SEWER	85.60	85.60
Total 1449 030113:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	1801 MAIN ST	2121 030113	1	1000-421-10-44	SEWER	42.80	42.80
Total 2121 030113:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	720 SOUTH ST	3203 030113	1	7620-430-10-44	SEWER	42.80	42.80
Total 3203 030113:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	1850 RIVER ST	3667 030113	1	1000-452-20-44	SEWER	42.80	42.80
Total 3667 030113:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	1800 RIVERSIDE DR	3668 030113	1	1000-452-20-44	SEWER	42.80	42.80
Total 3668 030113:											
03/13	03/07/2013	87046	677	SUSANVILLE SANITARY	1200 NORTH ST	3669 030113	1	1000-452-20-44	SEWER	42.80	42.80
Total 3669 030113:											

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
03/13	03/07/2013	87047	686	TECH SERVICES	MONTHLY MAINT. FEE TO ASS	1470	1	7201-430-81-43	TECHNICAL SVCS	575.00	575.00
Total 1470:											
03/13	03/07/2013	87048	530	U.S. BANK EQUIPMENT F	COPIER - CITY HALL (DOWNST	223606013	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	400.91	400.91
03/13	03/07/2013	87048	530	U.S. BANK EQUIPMENT F	COPIER - CITY HALL (UPSTAIR	223606013	2	1000-417-10-44	RENT & LEASES EQUIP & VEHI	296.33	296.33
03/13	03/07/2013	87048	530	U.S. BANK EQUIPMENT F	COPIER - POLICE	223606013	3	1000-421-10-44	RENT & LEASES EQUIP & VEHI	174.32	174.32
Total 223606013:											
03/13	03/07/2013	87049	756	W.W. GRAINGER INC	LOCK COMBINATION	9046307741	1	1000-422-10-46	POSTAGE	619.96	619.96
Total 9046307741:											
03/13	03/07/2013	87049	756	W.W. GRAINGER INC	RETURN OF LOCK COMBINATI	9047745808	1	1000-422-10-46	POSTAGE	608.99-	608.99-
Total 9047745808:											
03/13	03/07/2013	87050	758	WALMART COMMUNITY	AJAX, PAPER TOWELS	01351	1	1000-422-10-46	SUPPLIES-JANITORIAL	12.51	12.51
Total 01351:											
03/13	03/07/2013	87050	758	WALMART COMMUNITY	AJAX, SPONGE, TIDE, PAPER T	03019	1	1000-422-10-46	SUPPLIES-GENERAL	23.25	23.25
03/13	03/07/2013	87050	758	WALMART COMMUNITY	AJAX, SPONGE, TIDE, PAPER T	03019	2	1000-422-10-46	SUPPLIES-JANITORIAL	76.67	76.67
Total 03019:											
03/13	03/07/2013	87050	758	WALMART COMMUNITY	MONITOR, RECYCLE FEE	05029	1	1000-425-20-46	SUPPLIES-GENERAL	142.68	142.68
Total 05029:											
03/13	03/07/2013	87050	758	WALMART COMMUNITY	MARKERS	05086	1	7401-430-62-46	SUPPLIES-GENERAL	9.37	9.37
Total 05086:											
03/13	03/07/2013	87050	758	WALMART COMMUNITY	BANDAIDS, GARBAGE CAN, DV	05678	1	7620-430-10-46	SUPPLIES-GENERAL	18.36	18.36
Total 05678:											

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
03/13	03/07/2013	87050	758	WALMART COMMUNITY	PUFFS, GLAD BAGS	05886	1	7620-430-10-46	SUPPLIES-GENERAL	57.35	57.35
Total 05886:											
03/13	03/07/2013	87050	758	WALMART COMMUNITY	INDEX CARDS, IBUPROFEN	08070	1	1000-422-10-46	SUPPLIES-JANITORIAL	11.12	11.12
03/13	03/07/2013	87050	758	WALMART COMMUNITY	INDEX CARDS, IBUPROFEN	08070	2	1000-422-10-46	SUPPLIES-GENERAL	27.21	27.21
Total 08070:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	ELLS	65438316	1	7401-430-62-46	SUPPLIES-GENERAL	14.15	14.15
Total 65438316:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	LIMIT SWITCHES	65438325	1	7401-430-62-46	SUPPLIES-GENERAL	53.89	53.89
Total 65438325:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	LIMIT SWITCHES	65438329	1	7401-430-62-46	SUPPLIES-GENERAL	135.70	135.70
Total 65438329:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	EXPANSION NUTS	65438487	1	7110-430-42-46	SUPPLIES-GENERAL	295.64	295.64
Total 65438487:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	CONNECTIONS, COUPLINGS	65444896	1	7110-430-42-46	SUPPLIES-GENERAL	695.31	695.31
Total 65444896:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	VENT CAP, FLEX LINE, GAS VE	65444965	1	7401-430-62-46	SUPPLIES-GENERAL	760.87	760.87
Total 65444965:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	WATER METER BOX W/ILD	65446880	1	7110-430-42-46	SUPPLIES-GENERAL	1,571.22	1,571.22
Total 65446880:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	TUBING, ADAPTER, BUSHING	65447514	1	7401-430-62-46	SUPPLIES-GENERAL	84.20	84.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 65447514:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	RETENTION RINGS	65447923	1	7401-430-62-46	SUPPLIES-GENERAL	52.31	52.31
Total 65447923:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	WATERLINE LEAK BANDS	65448166	1	7110-430-42-46	SUPPLIES-GENERAL	407.59	407.59
Total 65448166:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	TUBING, FITTING, FURNACE PI	65448920	1	7401-430-62-46	SUPPLIES-GENERAL	84.56	84.56
Total 65448920:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	MANIFOLD GASKET	65449869	1	7401-430-62-46	SUPPLIES-GENERAL	57.32	57.32
Total 65449869:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	PIPE CLAMP, PIPE STRAP	65452462	1	7401-430-62-46	SUPPLIES-GENERAL	8.94	8.94
Total 65452462:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	ANGLE STOP, FLAPPER TANK	65453574	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	28.50	28.50
Total 65453574:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	PIPE	65453802	1	7401-430-62-46	SUPPLIES-GENERAL	72.69	72.69
Total 65453802:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	CHANNEL	65454188	1	7401-430-62-46	SUPPLIES-GENERAL	35.91	35.91
Total 65454188:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	NIPPLES	65454640	1	7401-430-62-46	SUPPLIES-GENERAL	7.05	7.05
Total 65454640:											

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
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	GASKETS	65456763	1	7110-430-42-46	SUPPLIES-GENERAL	258.97	258.97
Total 65456763:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	COUPLINGS RETURN	CM65444896	1	7110-430-42-46	SUPPLIES-GENERAL	521.16-	521.16-
Total CM65444896:											
03/13	03/07/2013	87051	770	WESTERN NEVADA SUP	NIPPLES RETURNED	CM65454640	1	7401-430-62-46	SUPPLIES-GENERAL	1.12-	1.12-
Total CM65454640:											
03/13	03/07/2013	87052	1389	WESTERN SAFETY PRO	COTTON ROLL, CYLINDER MET	104224-1	1	7401-430-62-46	SUPPLIES-GENERAL	278.22	278.22
Total 104224-1:											
03/13	03/07/2013	87052	1389	WESTERN SAFETY PRO	COTTON ROLLS RETURNED	1052091	1	7401-430-62-46	SUPPLIES-GENERAL	235.43-	235.43-
Total 1052091:											
03/13	03/07/2013	87053	1378	ZITO MEDIA	FIRE DEPT. 02-2013	356225062 022713	1	1000-422-10-45	COMMUNICATIONS	33.26	33.26
Total 356225062 022713:											
Grand Totals:										23,205.30	23,205.30

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

M = Manual Check, V = Void Check

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
03/13	03/08/2013	87054	7372	ANDERSON, TODD	PURCHASE OF RESTAURANT S	030813	1	7330-451-52-46	SUPPLIES-GENERAL	175.00	175.00
Total 030813:										175.00	175.00
Grand Totals:										175.00	175.00

Reviewed by: JA City Administrator
PMY City Attorney
AD City Treasurer

X Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Jared G. Hancock, City Administrator

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Treasurer's Report

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: Attached for Council's review is the Treasurer's Report for the month of February 2013

FISCAL IMPACT: None

ACTION REQUESTED: Motion to receive and file the Treasurer's Report for the month of February 2013

ATTACHMENTS: Receipts and Disbursements Report

POOLED CASH & INVESTMENTS

February 28, 2013

POOLED CASH FUND	
Cash Clearing-NSF Checks	383
Bank of America - Checking	309,293
LAIF	11,632,933
Total Cash & Investments	<u>11,942,609</u>

Pooled Cash Allocation:

General	1,326,597
General - Restricted	516,786
Special Revenue	1,385,058
Capital Projects	39,897
Debt Service	225,584
Enterprise	
Airport	(5,864)
Geothermal	226,407
Golf Course	(3,943)
Natural Gas	2,742,633
Water	4,433,103
Internal Service	466,184
Trust & Agency	590,169
Total Cash & Inv. Allocations	<u>11,942,609</u>

CASH WITH FISCAL AGENTS

February 28, 2013

General	
Special Revenue	
Capital Projects	
Debt Service	175,713
Enterprise	2,446,784
Internal Service	
Trust & Agency	
Total Cash with Fiscal Agents	<u>2,622,496</u>
GRAND TOTAL	<u>14,565,106</u>

CITY OF SUSANVILLE
 COMBINED CASH AND INVESTMENTS
 FEBRUARY 28, 2013

COMBINED ACCOUNTS

9999-1001-003	CASH CLEARING - NSF CHECKS	382.70
9999-1011-001	B OF A # 08038-80200	309,293.32
9999-1030-001	LAIF	11,632,932.90
	TOTAL COMBINED CASH AND INVESTMENTS	11,942,608.92
9999-1000-000	CLAIM ON CASH	(11,942,608.92)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

RESTRICTED FUNDS

1001	ALLOCATION TO GF-DEPOSITS PAYABLE	42,874.84
1002	ALLOCATION TO GF-ECONOMIC DEVELOPMENT	3,406.23
1004	ALLOCATION TO GF-PANCERA PLAZA	18,075.96
1005	ALLOCATION TO GF-RESERVE ACCOUNT	452,428.75
2002	ALLOCATION TO STATE COPS	14,529.36
2006	ALLOCATION TO SNOW REMOVAL	(7,049.23)
2007	ALLOCATION TO STREETS & HIGHWAYS	277,710.40
2010	ALLOCATION TO STREET MITIGATION	36,707.49
2011	ALLOCATION TO POLICE MITIGATION	65,090.42
2012	ALLOCATION TO FIRE MITIGATION	83,977.25
2013	ALLOCATION TO PARK DEDICATION FUND	24,050.96
2016	ALLOCATION TO CDBG REVOLVING LOAN FUND	258,673.51
2017	ALLOCATION TO STATE ECONOMIC REV FD	230,655.02
2018	ALLOCATION TO HOME REVOLVING FUND	189,739.31
2030	ALLOCATION TO TRAFFIC SAFETY	82,619.89
2031	ALLOCATION TO BARRY CREEK DEVELOPMENT	488.08
2033	ALLOCATION TO CHESTNUT STREET CULVERT	25,197.21
2036	ALLOCATION TO SKYLINE - NUMA SIGNAL	77,442.44
2037	ALLOCATION TO SKYLINE BICYCLE LANE	7,278.91
2038	ALLOCATION TO SKYLINE - RT 139 SIGNAL	17,946.56
3019	ALLOCATION TO STIP REHABILITATION PROJECT	(8,105.20)
3023	ALLOCATION TO PROP 1B IMPROVEMENTS	82,249.48
3024	ALLOCATION TO FEDERAL-2010 ARRA REHAB PROJ	(156,372.23)
3025	ALLOCATION TO SIERRA PARK PROJECT	122,124.53
4001	ALLOCATION TO MARK ROOS SERIES B/92	142,281.09
4003	ALLOCATION TO CITY HALL	83,302.50
7111	ALLOCATION TO WATER RATE STABILIZATION FUND	3,000,000.00
7114	ALLOCATION TO WATER CAPITAL IMPROVEMENTS	1,142,378.87
7402	ALLOCATION TO NATURAL GAS STABILIZATION FUND	1,807,075.00
7610	ALLOCATION TO OPEB	37,297.51
7630	ALLOCATION TO RISK MANAGEMENT FUND	406,119.25
7650	ALLOCATION TO PAYROLL	2,280.94
8401	ALLOCATION TO HUSA BUSINESS IMPROVE DIST	2,493.29
8402	ALLOCATION TO LAFCO	16,802.26
8403	ALLOCATION TO SEC 125 AFLAC	1,859.66
8404	ALLOCATION TO AIR POLLUTION	244,761.11
8405	ALLOCATION TO AIR POLLUTION-CARL MOYER	324,252.83
	ALLOCATIONS TO RESTRICTED FUNDS	9,152,644.25

CITY OF SUSANVILLE
COMBINED CASH AND INVESTMENTS
FEBRUARY 28, 2013

<u>UNRESTRICTED FUNDS</u>	
1000 ALLOCATION TO GENERAL FUND	1,326,596.89
7110 ALLOCATION TO WATER SYSTEM	290,723.83
7201 ALLOCATION TO AIRPORT	(5,863.83)
7301 ALLOCATION TO GEOTHERMAL UTILITY	226,407.35
7401 ALLOCATION TO NATURAL GAS	935,557.60
7530 ALLOCATION TO GOLF COURSE	(3,943.48)
7620 ALLOCATION TO PW ADMIN & ENGINEERING FUND	20,486.31
	<hr/>
ALLOCATIONS TO UNRESTRICTED FUNDS	2,789,964.67
	<hr/>
TOTAL ALLOCATIONS TO OTHER FUNDS	11,942,608.92
ALLOCATION FROM COMBINED CASH FUND - 9999-1000-000	(11,942,608.92)
	<hr/>
ZERO PROOF IF ALLOCATIONS BALANCE	.00
	<hr/> <hr/>

RECEIPTS AND DISBURSEMENTS REPORT

Date	Dep Date	MP Disbursement	Receipts	Balance
				\$382,795.66
2/4/2013	2/1/2013		\$20,291.67	\$403,087.33
2/4/2013			\$4,904.52	\$407,991.85
2/1/2013		(\$215.55)		\$407,776.30
2/5/2013	2/4/2013		\$117,316.16	\$525,092.46
2/5/2013			\$651.30	\$525,743.76
2/5/2013			\$1,370.40	\$527,114.16
2/5/2013			\$2,839.05	\$529,953.21
2/5/2013			\$2,082.44	\$532,035.65
2/5/2013			\$1,429.84	\$533,465.49
2/5/2013			\$1,692.72	\$535,058.21
2/5/2013			\$1,223.84	\$536,282.05
2/5/2013			\$5,220.00	\$541,502.05
2/6/2013	2/5/2013		\$69,426.51	\$600,928.56
2/6/2013			\$1,756.02	\$602,684.58
2/6/2013			\$6,722.23	\$609,406.81
2/6/2013		(\$17,731.93)		\$591,674.88
2/6/2013		(\$94.81)		\$591,580.07
2/7/2013	2/6/2013		\$24,298.14	\$615,878.21
2/7/2013		(\$215.45)		\$615,662.76
2/7/2013			\$1,496.50	\$617,159.26
2/7/2013			\$5,970.52	\$623,129.78
2/7/2013			\$31.93	\$623,161.71
2/7/2013		(\$90,848.13)		\$532,313.58
2/7/2013		(\$3,723.92)		\$528,589.66
2/7/2013		(\$29,514.62)		\$499,075.14
2/7/2013		(\$52,908.29)		\$446,166.85
2/7/2013			\$1,208.66	\$447,375.51
2/8/2013	2/7/2013		\$58,424.05	\$505,799.56
2/8/2013			\$1,522.80	\$507,322.36
2/8/2013		(\$37.45)		\$507,284.91
2/8/2013		(\$866.49)		\$506,418.42
2/8/2013		(\$239,499.47)		\$266,918.95
2/8/2013			\$5,393.02	\$272,311.97
2/11/2013	2/8/2013		\$53,404.81	\$325,716.78
2/11/2013		(\$172.70)		\$325,544.08
2/11/2013			\$1,451.27	\$326,995.35
2/11/2013			\$4,995.25	\$331,990.60
2/11/2012			\$36.54	\$332,027.14
2/12/2013	2/11/2013		\$118,893.22	\$450,920.36
2/12/2013		(\$20.30)		\$450,900.06
2/12/2013			\$1,931.45	\$452,831.51
2/12/2013			\$139.45	\$452,970.96
2/12/2013			\$50.80	\$453,021.76
2/13/2013	2/12/2013		\$50,009.02	\$503,030.78
2/13/2013			\$672.68	\$503,703.46
2/13/2013			\$4,210.34	\$507,913.80
2/14/2013	2/13/2013		\$30,973.41	\$538,887.21
2/14/2013			\$5,506.26	\$544,393.47
2/14/2013			\$3,286.20	\$547,679.67
2/14/2013		(\$78,781.35)		\$468,898.32
2/15/2013	2/14/2013		\$25,483.85	\$494,382.17
2/15/2013			\$10.00	\$494,392.17
2/15/2013			\$256.05	\$494,648.22
2/15/2013			\$634.01	\$495,282.23
2/15/2013			\$2,400.98	\$497,683.21
2/19/2013	2/15/2013	(\$1,167.91)	\$64,094.08	\$560,609.38
2/19/2013			\$63.20	\$560,662.58
2/19/2013			\$4,419.15	\$565,081.73
2/19/2013			\$3,201.61	\$568,283.34
2/20/2013		(\$122.81)		\$568,160.53
2/22/2013		(\$23,084.28)		\$545,076.25
2/20/2013	2/19/2013		\$58,297.45	\$603,373.70
2/20/2013			\$8,109.18	\$611,482.88
2/20/2013		(\$10,091.33)		\$601,391.55
2/20/2013			\$1,167.29	\$602,558.84
2/20/2013			\$119,700.00	\$722,258.84
2/21/2013	2/20/2013	(\$92,118.26)	\$48,202.19	\$678,342.77
2/21/2013		(\$4,055.85)		\$674,286.92
2/21/2013		(\$29,453.65)		\$644,833.27
2/21/2013		(\$58,024.36)		\$586,808.91
2/21/2013		(\$59,902.00)		\$526,906.91
2/21/2013		(\$80.30)		\$526,826.61
2/21/2013			\$2,752.10	\$529,578.71
2/21/2013		(\$1,252.04)		\$528,326.67
2/21/2013			\$7,043.93	\$535,370.60
2/22/2013	2/21/2013	(\$300,000.00)	\$17,301.14	\$252,871.74
2/22/2013			\$1,227.76	\$253,899.50
2/22/2013				\$253,899.50
2/22/2013			\$1,014.05	\$254,913.55
2/22/2013			\$55.36	\$254,968.91
2/22/2013			\$350.00	\$255,318.91
2/22/2013			\$3,290.76	\$258,609.67
2/22/2013		(\$98,862.49)		\$159,747.18
2/25/2013	2/22/2013	(\$9,522.89)	\$30,480.41	\$180,704.70
2/25/2013		(\$190.00)		\$180,514.70
2/25/2013			\$715.03	\$181,229.73
2/25/2013			\$6,816.19	\$188,045.92
2/25/2013		(\$543.91)	\$56,329.51	\$243,831.52
2/26/2013	2/25/2013			\$243,831.52
2/26/2013			\$963.42	\$244,794.94
2/26/2013			\$5,670.34	\$250,465.28
2/27/2013	2/26/2013		\$46,744.51	\$297,209.79
2/27/2013			\$1.00	\$297,210.79
2/27/2013			\$1,728.56	\$298,939.35
2/27/2013			\$1,529.36	\$300,468.71
2/28/2013	2/27/2013		\$69,782.97	\$370,251.68
2/28/2013				\$370,251.68
2/28/2013			\$3,853.91	\$374,105.59
2/28/2013		(\$27,677.22)		\$346,428.37
2/28/2013		(\$65,209.88)	\$23,856.51	\$305,075.00
3/1/2013	2/28/2013		\$355.05	\$305,430.05
3/1/2013			\$3,863.27	\$309,293.32

Reviewed by: JH City Administrator Motion only
PTV City Attorney Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Jared G. Hancock, City Administrator

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Monthly summary report of revenues, expenditures and projected fund balances for February 2013.

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The report as of February 28, 2013 is attached.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to receive and file monthly summary report.

ATTACHMENTS: Revenues, expenditures and fund balances report.

**REVENUES, EXPENDITURES AND FUND BALANCES REPORT
UNAUDITED**

		Audited			Unaudited
<i>s./Bob/fund Balances Report</i>					February
Fund #	Fund Title	6/30/12 Fund Balance	YTD Revenue	YTD Expenditures	Fund Balance as of 2/28/2013
100X	General Fund	2,151,222	2,946,525	3,379,920	1,717,828
2002	State COPS	69,894	17,746	75,055	12,585
2006	Snow Removal	57,256	11,625	76,166	(7,286)
2007	Streets	417,432	286,674	380,699	323,406
2010	Street Mitigation	35,187	1,521	0	36,708
2011	Police Mitigation	60,378	5,411	0	65,789
2012	Fire Mitigation	85,773	16,212	15,000	86,985
2013	Park Dedication	24,076	(24)	0	24,052
2016	State Comm. Dev. Rev. FD	993,995	8,727	27,117	975,605
2017	State Economic Rev. FD	422,062	10,206		432,268
2018	Home Revolving Fund	740,828	22,590		763,418
2030	Traffic Safety	76,874	6,795	1,048	82,621
2031	Barry Creek Development	488	(0)		488
2033	Chestnut Street Culvert (was 3004)	25,182	15		25,197
2036	Skyline - Numa Signal	77,397	46		77,442
2037	Skyline Bicycle Lane	7,275	4		7,280
2038	Skyline - Rt 139 Signal	17,938	9		17,946
3019	STIP Rehab Project	0		8,105	(8,105)
3023	Prop 1B CIP	109,777		27,527	82,250
3024	Federal ARRA 2010 Rehab Projq	(156,372)	156,372	156,372	(156,372)
3025	Sierra Park Project CIP	159,748	0	37,623	122,125
4001	Miller Fletcher	1,100,373	(28,700)	152,935	918,738
4003	City Hall Debt Service	38,555	136,826	92,079	83,302
711X	Water Funds	2,073,682	1,651,358	1,748,950	1,976,090
7201	Airport	1,682,474	390,174	147,594	1,925,054
7301	Geothermal	455,723	61,988	31,835	485,875
740X	Natural Gas	(863,040)	3,162,366	2,688,492	(389,166)
7530	Golf Course	1,958,661	430,122	252,242	2,136,541
7610	OPEB	(218,984)	29,760	459	(189,683)
7620	PW Admin/Engineering	70	6,502	(14,865)	21,438
7630	Risk Management	670,192	277,426	308,210	639,408
8402	LAFCO	29,961	26,025	31,258	24,728
8404	Air Pollution	357,919	148,207	113,337	392,789
8405	Air Pollution - Carl Moyer	0	400,504	198,705	201,799
	TOTALS	12,661,995	10,183,012	9,935,864	12,909,143

Reviewed by: JGH City Administrator
PMD City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Craig C. Platt, Public Works Director

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution Number 13-4936 terminating Airport Hangar Space Lease Agreement Hangar Owned by City, Lot #14 with Kurt Neumann

PRESENTED BY: Craig C. Platt, Public Works Director

SUMMARY: Mr. Neumann has been renting a space in the hangar owned by the City on Lot #14 since December 1, 2011. Mr. Neumann advised City staff that he will be terminating his space lease with the City effective February 28, 2013. Mr. Neumann's lease is on a month to month basis until it is terminated by either the City or Mr. Neumann.

FISCAL IMPACT: Mr. Neumann was paying \$110.00 per month space rent.

ACTION REQUESTED: Motion to adopt Resolution Number 13-4936 terminating Airport Hangar Space Lease Agreement Hangar Owned by City, Lot #14 with Kurt Neumann.

ATTACHMENTS: Resolution Number 13-4936
Airport Hangar Space Lease Agreement, Lot #14 with Kurt Neumann

RESOLUTION NUMBER 13-4936

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE TERMINATING AIRPORT HANGAR SPACE LEASE AGREEMENT HANGAR OWNED BY CITY, LOT #14 WITH KURT NEUMANN EFFECTIVE FEBRUARY 28, 2013

WHEREAS, Kurt Neumann entered into an Airport Hangar Space Lease Agreement Hangar Owned by City, Lot #14 on December 1, 2011; and

WHEREAS, Mr. Neumann advised City staff that he would be terminating said Agreement as of February 28, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby terminates the Airport Hangar Space Lease Agreement Hangar Owned by City, Lot #14 with Kurt Neumann effective February 28, 2013.

APPROVED: _____
Rod 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 20th day of March, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gwenna MacDonald, City Clerk

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

AIRPORT HANGAR SPACE LEASE AGREEMENT
HANGAR OWNED BY CITY

THIS LEASE, made this 1st day of December, 2011, 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 KURT NEUMANN of P.O. BOX 96, STANDISH, CA 96128, County of LASSEN, State of CALIFORNIA, hereinafter referred to as "Lessee", on the following terms and conditions:

1. Lessor does hereby lease to Lessee on a month to month basis, to and including DATE OF TERMINATION OF THIS SPACE LEASE BY LESSEE OR LESSOR, space in that certain airport hangar owned by the City of Susanville, (hereinafter referred to as the "leased premises"), located on Lot #6 at the Susanville Municipal Airport, Lassen County, California, said space to be used for one airplane, to wit, Lessee's CESSNA 182 5756B ~~#5757B~~ (Description of aircraft). The property upon which said airport hangar is situated is legally described as follows:

Lot Numbered 14 as said lot is shown upon that certain map entitled "Record of Survey for the City of Susanville of Susanville Municipal Airport Hangar Lots 13 thru 15," recorded in the Office of the County Recorder of the County of Lassen on January 16, 1973 in Book 9 of Maps on Page 28

at a monthly rental rate of One Hundred Thirty Dollars (\$130.00) per month, payable in advance, commencing DECEMBER 1, 2011 and continuing monthly thereafter until TERMINATION OF SPACE LEASE BY LESSEE OR LESSOR.

Lessee is granted the unlimited lawful right of the ingress and egress from the aforesaid airport hangar. 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 space in the hangar for the storage of the herein described airplane owned or leased by Lessee and shall not use the space for storing any property other than aircraft. Lessee may, however, store nonaircraft personal property in said hangar, provided, however, that Lessee is in fact storing aircraft in the hangar and the storage of the nonaircraft personal property does not interfere with the storage of Lessee's or other tenant's aircraft in the hangar, nor with the ingress and egress of Lessee's or other tenant's aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the leased premises without the prior written consent of Lessor.

3. Lessee hereby agrees that Lessee's interest herein is nontransferable, and this lease shall not be assigned by Lessee.

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

5. Any holding over by Lessee past the term of this lease agreement shall not be deemed a renewal or extension of the term of this Agreement.

6. Lessee shall keep the airport hangar and property upon which it is situated free and clear of inflammable or combustible vegetation or other combustible materials.

7. Lessee may utilize no more than a 15 foot wide area extending immediately outside the hangar for the parking of authorized vehicles,

but not for storage.

8. Lessee covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said real 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, the 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Lessee shall not (except small quantities for Lessee's personal use only) use, store, or 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 Agreement 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. Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims, demands, and causes of action, including costs and attorneys' fees, 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 tortious acts 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 relating to the toxic, hazardous, or petroleum substance, material, or waste, including, but not limited to, the proper removal, disposal, and cleanup thereof.. Lessee's obligation to indemnify Lessor set forth in this paragraph shall survive the expiration or earlier termination of this Agreement.

17. 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.

18. Lessee shall procure and maintain public liability/bodily injury insurance in the sum of \$150,000 per person, \$250,000 per occurrence, and \$100,000 property damage. A certificate of insurance evidencing such coverage shall be filed with the City Clerk of Lessor which shall name Lessor, its offices, agents, and employees as additional insured and guarantee at least ten (10) days advance notice to Lessor, in writing, of any cancellation or reduction of such insurance. Lessor reserves the right to require Lessee to increase said coverage limits should the same become reasonably necessary.

19. 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 California Code of Civil Procedure 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 Agreement. In the event of termination of this Agreement by Lessor, Lessee shall immediately surrender possession of the Leased Premises to Lessor. In the event of termination of this Agreement, 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 Agreement;

b. The excess of the amount of rent which accrues between the date of termination of the Agreement 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 Agreement 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 Agreement, including but not limited to the right to possession if the hangar space.

20. 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 Agreement to be bound by the provisions set forth on Exhibit "A" (Sponsors Assurances) attached hereto and incorporated herein by reference.

This Agreement 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 Airport. In the event that the FAA or any other federal agency requires modifications or changes in this Agreement 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 Agreement, 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 Agreement. 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 Agreement shall be deemed to be amended and/or modified to comply with said changes as though the documents had been signed by all parties.

21. 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 Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

22. 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 and other space within the hangar described herein to other individuals and entities for the same uses and privileges granted hereby.

23. 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.

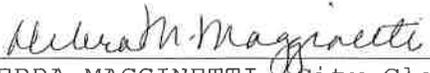
24. The terms hereof shall be binding on the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Lessor 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


LINO CALLESARI, MAYOR

ATTEST:


DEBRA MAGGINETTI, City Clerk

LESSEE:


NAME: KURT NEUMANN

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

Approved as to Form:

PETER TALIA
City Attorney

PART V
ASSURANCES
Airport and Planning Agency Sponsors

EXHIBIT A

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 Record Keeping 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.

Janette (7)

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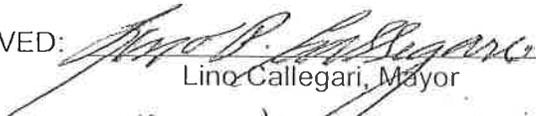
RESOLUTION NO. 11-4814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING EXECUTION OF AN AIRPORT HANGAR SPACE LEASE
AGREEMENT HANGAR OWNED BY CITY, LOT #14 WITH KURT
NEUMANN BEGINNING DECEMBER 1, 2011 AND CONTINUING ON A
MONTH TO MONTH BASIS

WHEREAS, Kurt Neumann has requested permission to rent a space in
the City-Owned hangar on Lot #14 beginning December 1, 2011 for
\$130.00/month to store his personal aircraft; and

WHEREAS, Kurt Neumann has executed an Airport Hangar Space Lease
Agreement Hangar Owned by City, Lot #14 as required.

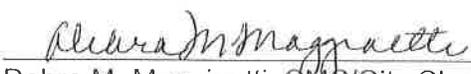
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City
of Susanville authorizes the Mayor and City Clerk to execute an Airport Hangar
Space Lease Agreement Hangar Owned by City, Lot #14 with Kurt Neumann
beginning December 1, 2011 and continuing on a month to month basis until the
space lease has been updated by City Staff and approved by the City Council for
\$130.00/month.

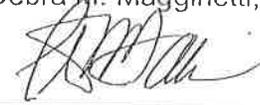
APPROVED: 
Lino Callegari, Mayor

ATTEST: 
Debra M. Magginetti, CMC/City Clerk

The foregoing Resolution was adopted at a regular meeting of the City
Council of the City of Susanville, held on the 7th day of December, 2011 by the
following vote:

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


Debra M. Magginetti, CMC/City Clerk

APPROVED AS TO FORM: 
Peter Talia, City Attorney

Reviewed by: SA City Administrator
PM City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Craig C. Platt, Public Works Director

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution Number 13-4937 authorizing execution of an Airport Hangar Space Lease Agreement Hangar Owned By City, Lot #14 with Brian Hicks beginning March 5, 2013 and continuing on a month to month basis until the space lease agreement is updated by City Staff and approved by the City Council.

PRESENTED BY: Craig C. Platt, Public Works Director

SUMMARY: Brian Hicks has requested permission to rent space in City-owned hangar, Lot #14 beginning March 5, 2013 and continuing on a month to month basis until the space lease agreement is updated by City Staff and approved by the City Council. The current monthly space rent is \$130.00 per month.

FISCAL IMPACT: Revenue of \$130.00/month/\$1,320.00/year to Account Number 7201-430-81-3620.

ACTION REQUESTED: Motion to adopt Resolution Number 13-4937 authorizing execution of an Airport Hangar Land Lease Agreement Hangar Owned By City, Lot #14 with Brian Hicks beginning March 5, 2013 and continuing on a month to month basis until the space lease agreement is updated by City Staff and approved by the City Council.

ATTACHMENTS: Resolution Number 13-4937
Airport Hangar Land Lease Agreement Hangar Owned By City, Lot #14 with Brian Hicks

RESOLUTION NUMBER 13-4937

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING EXECUTION OF AN AIRPORT HANGAR SPACE LEASE AGREEMENT HANGAR OWNED BY CITY, LOT #14 WITH BRIAN HICKS BEGINNING MARCH 5, 2013 AND CONTINUING ON A MONTH TO MONTH BASIS

WHEREAS, Brian Hicks has requested permission to rent a space in the City-owned hangar on Lot #14 beginning March 5, 2013 for \$130.00/month; and

WHEREAS, Brian Hicks has executed an Airport Hangar Space Lease Agreement Hangar Owned By City, Lot #14 as required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville authorizes the Mayor and City Clerk to execute an Airport Hangar Space Lease Agreement Hangar Owned By City, Lot #14 with Brian Hicks beginning March 5, 2013 and continuing on a month to month basis until the space lease has been updated by City Staff and approved by the City Council for \$130.00/month.

APPROVED: _____
Rod 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 20th day of March, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Peter Talia, City Attorney

AIRPORT HANGAR SPACE LEASE AGREEMENT
HANGAR OWNED BY CITY

THIS LEASE, made this 5th day of March, 2013, 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 Brian Hicks, of 2411 Running Deer Road, Shingle Springs, CA 95682, County of El Dorado, State of California, hereinafter referred to as "Lessee", on the following terms and conditions:

1. Lessor does hereby lease to Lessee on a month to month basis, to and including date of termination of this space lease by Lessee or Lessor, space in that certain airport hangar owned by the City of Susanville, (hereinafter referred to as the "leased premises"), located on Lot #6 at the Susanville Municipal Airport, Lassen County, California, said space to be used for one airplane, to wit, Lessee's 1969 Cessna 150 #N50876 (Description of aircraft). The property upon which said airport hangar is situated is legally described as follows:

Lot Numbered 14 as said lot is shown upon that certain map entitled "Record of Survey for the City of Susanville of Susanville Municipal Airport Hangar Lots 13 thru 15," recorded in the Office of the County Recorder of the County of Lassen on January 16, 1973 in Book 9 of Maps on Page 28

at a monthly rental rate of One Hundred Thirty Dollars (\$130.00) per month, payable in advance, commencing March 5, 2013, and continuing monthly thereafter until date of termination of this space lease by Lessee or Lessor, Lessee is granted the unlimited lawful right of the ingress and egress from the aforesaid airport hangar. 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 space in the hangar for the storage of the herein described airplane owned or leased by Lessee and shall not use the space for storing any property other than aircraft. Lessee may, however, store nonaircraft personal property in said hangar, provided, however, that Lessee is in fact storing aircraft in the hangar and the storage of the nonaircraft personal property does not interfere with the storage of Lessee's or other tenant's aircraft in the hangar, nor with the ingress and egress of Lessee's or other tenant's aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the leased premises without the prior written consent of Lessor.

3. Lessee hereby agrees that Lessee's interest herein is nontransferable, and this lease shall not be assigned by Lessee.

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

5. Any holding over by Lessee past the term of this lease agreement shall not be deemed a renewal or extension of the term of this Agreement.

6. Lessee shall keep the airport hangar and property upon which it is situated free and clear of inflammable or combustible vegetation or other combustible materials.

7. Lessee may utilize no more than a 15 foot wide area extending immediately outside the hangar for the parking of authorized vehicles, but not for storage.

8. Lessee covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said real 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, the 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Lessee shall not (except small quantities for Lessee's personal use only) use, store, or 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 Agreement 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. Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims, demands, and causes of action, including costs and attorneys' fees, 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 tortious acts 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 relating to the toxic, hazardous, or petroleum substance, material, or waste, including, but not limited to, the proper removal, disposal, and cleanup thereof.. Lessee's

obligation to indemnify Lessor set forth in this paragraph shall survive the expiration or earlier termination of this Agreement.

17. 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.

18. Lessee shall procure and maintain public liability/bodily injury insurance in the sum of \$150,000 per person, \$250,000 per occurrence, and \$100,000 property damage. A certificate of insurance evidencing such coverage shall be filed with the City Clerk of Lessor which shall name Lessor, its offices, agents, and employees as additional insured and guarantee at least ten (10) days advance notice to Lessor, in writing, of any cancellation or reduction of such insurance. Lessor reserves the right to require Lessee to increase said coverage limits should the same become reasonably necessary.

19. 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 California Code of Civil Procedure 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 Agreement. In the event of termination of this Agreement by Lessor, Lessee shall immediately surrender possession of the Leased Premises

to Lessor. In the event of termination of this Agreement, 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 Agreement;

b. The excess of the amount of rent which accrues between the date of termination of the Agreement 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 Agreement 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 Agreement, including but not limited to the right to possession if the hangar space.

20. 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 Agreement to be bound by the provisions set forth on Exhibit "A" (Sponsors Assurances) attached hereto and incorporated herein by reference.

This Agreement 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 Airport. In the event that the FAA or any other federal agency requires modifications or changes in this Agreement 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 Agreement, 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 Agreement. 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 Agreement shall be deemed to be amended and/or modified to comply with said changes as though the documents had been signed by all parties.

21. 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 Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

22. 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 and other space within the hangar described herein to other individuals and entities for the same uses and privileges granted hereby.

23. 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.

24. The terms hereof shall be binding on the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Lessor 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.

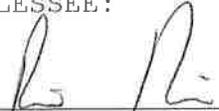
CITY OF SUSANVILLE, LESSOR

ROD E. DE BOER, MAYOR

ATTEST:

GWENNA MACDONALD, City Clerk

LESSEE:



NAME: Brian Hicks

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

Approved as to Form:

PETER TALIA
City Attorney

**PART V
ASSURANCES**

EXHIBIT A

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 there in 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: [Signature] City Administrator
[Signature] City Attorney

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

Submitted By: Gwenna MacDonald, City Clerk

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution 13-4939 approving and authorizing Mayor to execute Memorandum of Understanding with the Administrative/Confidential, Management, Professional Technical and Susanville Peace Officers Association Bargaining Units for Fiscal Year 2012/2013

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: Attached for the City Council's approval are the 2012/2013 Memorandums of Understanding for the Administrative/Confidential, Management, Professional/Technical and Susanville Peace Officers Association bargaining units. Representatives from the respective Units have met and negotiated the agreements and approved changes respective to the \$52 increase in health care premium, mandatory provisions of AB340 and other miscellaneous items.

FISCAL IMPACT: \$19,968 annual increase in cost associated with health insurance Future savings related to public employment pension reform account (PEPRA)

ACTION REQUESTED: Motion approving Resolution 13-4939 approving and authorizing Mayor to execute Memorandum of Understanding with the Administrative/Confidential, Management, Professional Technical and Susanville Peace Officers Association Bargaining Units for Fiscal Year 2012/2013

- ATTACHMENTS: Memorandums of Understanding:**
- Administrative/Confidential
 - Management
 - Professional/Technical
 - Susanville Peace Officers Association

RESOLUTION NO. 13-4939
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING MAYOR TO EXECUTE MEMORANDUM OF
UNDERSTANDING WITH THE ADMINISTRATIVE/CONFIDENTIAL, MANAGEMENT,
PROFESSIONAL/TECHNICAL AND SUSANVILLE PEACE OFFICERS ASSOCIATION
BARGAINING UNITS FOR FY 2012/2013

WHEREAS, the City of Susanville and representatives from the Administrative/Confidential, Management, Professional/Technical and Susanville Peace Officers Association bargaining units have negotiated a labor agreement according to the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, new Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340 / PEPRRA; and

WHEREAS, effective February 1, 2013 the City shall pay the \$52 per month increase cost of health, dental and vision insurance premium for each employee covered under these MOU's; and

WHEREAS, the Bargaining Units have ratified the respective agreements; and

WHEREAS, the agreements have been negotiated within the parameters established by City Council.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Susanville that the Memorandum of Understanding with the Administrative/Confidential, Management, Professional/Technical and Susanville Peace Officers Association bargaining units for the period of July 1, 2012 through June 30, 2013 are hereby approved.

APPROVED: _____
Rod E. De Boer, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing **Resolution No. 13-4939** was adopted at a regular meeting of the City Council of the City of Susanville held on the 20th day of March, 2013 by the following vote:

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

Gwenna MacDonald, City Clerk

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SUSANVILLE

AND

**THE ADMINISTRATIVE
CONFIDENTIAL UNIT**

July 1, 2012 through and including June 30, 2013

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1. **INTRODUCTION**

The CITY of Susanville, hereinafter called the CITY, and the Administrative Confidential Employees, having met and conferred in good faith, have entered into this Memorandum of Understanding (MOU) establishing wages, hours, and other terms and conditions of employment.

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and the employees pursuant to the purpose and intent of California Government Code Section 3500.

2. **EMPLOYEE RIGHTS**

The Administrative Confidential Employees of the CITY of Susanville shall represent themselves individually in their employment relations with the CITY.

3. **CITY RIGHTS**

The CITY retains the right, subject to and in accordance with applicable laws and the provisions of the MOU:

- a. To direct employees in the performance of their duties.
- b. To hire, promote, transfer, assign, and discipline employees.
- c. To dismiss employees because of lack of work, or in accordance with applicable provisions of the CITY's personnel ordinance and Personnel Policies and Procedures adopted by the City Council.
- d. To determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions or employees assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work.
- e. To take whatever action may be appropriate to carry out its mission in situations of emergency.
- f. To direct personnel based upon CITY Personnel Policies and Procedures adopted by the City Council where deemed applicable by the City Council.

4. **NONDISCRIMINATION**

The CITY and the Administrative Confidential Employees agree not to discriminate against any employee in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice versa.

5. **POSITIONS**

The Administrative Confidential employees shall report to the City Administrator, with the exception of the Administrative Assistant in the Police Department, who will report directly to the Police Chief.

6. **SALARY SCALE, MERIT STEP, CAREER DEVELOPMENT**

- a. The Employees shall receive such merit steps as may be granted pursuant to the Employee Manual.
- b. The compensation listed at the position's range and step shall constitute entire compensation, except as provided within this Agreement.
- c. Administrative Confidential Employees whose positions are exempt from the requirements of the Fair Labor Standards Act are not eligible for standby pay, call back pay, overtime pay, or any other form of overtime compensation unless expressly authorized by the City Administrator.
- d. Where there is a continuing education program approved by the City Administrator the CITY shall pay the cost of books, tuition, fees, mileage and per diem expenses to complete the program as allowed by budget.
- e. S.D.I.: The City will pay the State Disability Insurance for the employees of this Unit.

7. **RETIREMENT**

The CITY shall continue to make contributions to the Public Employees Retirement System for Miscellaneous employees as specified by the CITY's contract with PERS. The CITY will pay both the CITY's and the Employee's share under the 3% at 60 benefit calculation. New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340 / PEPRA.

8. **WORK SCHEDULE**

The Administrative Confidential Employees covered by this MOU generally work from 8:00 a.m. to 5:00 p.m. or the hours worked by employees within the respective departments, plus any additional hours associated with required meetings, emergencies, and other requirements of the position. Administrative Assistant and Confidential Secretary may be called upon to take minutes for City Council, Planning Commission and Local Agency Formation Commission (LAFCo).

9. **HOLIDAYS, VACATION AND SICK LEAVE**

Employees in this UNIT shall earn annual vacation credit accrued per pay period as specified below:

0-1	year	3.69
1-5	years	4.62
5-10	years	5.23
10-15	years	6.15
15-20	years	7.69
20 +	years	9.23

- a. Vacation credit will vest and become available for use upon the successful completion of the probationary period for any new employees within the UNIT. Accrued vacation time may be used during the probationary period, subject to the approval of the City Administrator on a case-by-case basis.
- b. Maximum vacation accrual shall be 240 hours. The City Administrator may authorize increasing the maximum accrual for a defined period of time if the excess accrual was created because the City Administrator cancelled an employee's scheduled vacation due to a CITY emergency. Any vacation hours accrued over 240 hours shall be bought back by the City at fifty percent of employee's base salary during December.

10. **ADMINISTRATIVE LEAVE**

Members of the UNIT shall receive 60 hours Administrative Leave per fiscal year in addition to vacation leave. Such leave shall be credited July 1 of each year.

Administrative Leave will be made available from the time of hire, at 15 hours credited for each three-month period remaining in the fiscal year during this the employee is hired, prorated for the first three-month period.

Administrative Leave is made available in recognition of employee's responsibility to perform functions after normal business hours.

Administrative Leave may not accrue, and any unused leave will extinguish as of June 30 of each year. UNIT members may sell up to 30 hours of unused Administrative Leave back to the CITY during December, and up to thirty hours of unused Administrative Leave back to the City in June. This benefit is not available to an employee who has not successfully completed their introductory period.

11. **MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the City Administrator and/or the city Administrator's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

12. **JURY DUTY**

While serving on jury duty, employees will still be paid by the CITY on the basis of a forty-hour week, at their normal rate of pay, on condition that any compensation in excess of mileage expenses received from the court be turned over to the CITY.

13. **FAMILY ILLNESS OR INJURY LEAVE**

Family Leave provisions are outlined in the Employee Manual dated June 1, 2001.

14. **BEREAVEMENT LEAVE**

Bereavement Leave shall be granted according to the provisions of the Employee Manual dated June 1, 2001.

15. **LAY-OFF POLICY**

Purpose: It is recognized by the UNIT that, when due to fiscal, operational or organizational reasons, it is necessary to reduce CITY employment, such action and its implementation, except as qualified herein, shall be at the sole discretion of the CITY. When it is deemed necessary to reduce CITY employment by layoff of employees or elimination of job positions/titles, the CITY shall give the employee a minimum of three-month notice and severance pay including all previous benefits for said three-month period. This benefit is not available to an employee who has not successfully completed his/her introductory period

- a. The CITY shall have the sole right to determine which class or classes shall be subject to layoff.
- b. Re-employment: Employees laid off, or demoted in lieu of layoff, shall have a priority right of return to their prior class. This right shall remain effective for one year from the date of demotion or separation from service.

16. **HEALTH, DENTAL AND VISION INSURANCE**

- a. Effective February 1, 2013 the City shall pay the cost of health, dental and vision insurance premium for each employee covered under this MOU up to \$936 per month under the current plan. The City will continue to research options for the best cost effective coverage, at its discretion. The City reserves the right to select, change, administer and shall have the right to select any carrier or other method of providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. If the insurance provider is changed and the cost is less than \$936 per month, per employee, the City shall cap the amount of its contribution to an amount not less than 100% of cost of the new plan.
- b. Retirees will be eligible to purchase health insurance under the above plan with no vesting requirement if allowed by the plan. A credit of 50% of accumulated sick leave at time of retirement, will be paid out per month towards 50% of premium, subject to CalPERS regulations. The amount of sick leave credit that could be credited toward retiree health insurance benefits will be capped at \$15,000.00.

17. **LIFE INSURANCE**

Each member of UNIT shall receive a \$25,000 term life insurance policy to be paid for by the CITY.

18. **IRS SECTION 125 PLAN; DEFERRED COMPENSATION**

- a. The City has established an IRS Section 125 Plan for use by employees.

- b. The City will contribute \$25 per pay period as a contribution to an employee's Section 125 plan; or
- c. The City shall match up to two percent of the employee's gross salary in a deferred compensation plan with a maximum contribution of \$25 per pay period.

19. **FLEXIBLE BENEFIT/UNIFORM ALLOWANCE**

- a. Each member of the UNIT shall receive a \$200 per year flexible benefit in December of each year.
- b. Uniform Allowance: Administrative Confidential employees who are attached to Police shall receive a uniform allowance equal to that allowed to officers in the Police unit, not to exceed \$800 annually.

20. **PAST PRACTICES**

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practices, tradition, accumulations or vesting of any employee rights or privileges other than those expressly stated herein.

The CITY and the UNIT agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

All other past practices, standards, obligations or commitments, whether written or unwritten, are within the scope of Section 3 of this MOU.

21. **SOLE AGREEMENT**

- a. The policies which are collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.
- b. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only, if and when reduced to writing and executed by the authorized representative of the CITY and the UNIT. Any such changes validly made shall become a part of this MOU and subject to its terms.

22. **TERM OF THE MEMORANDUM OF UNDERSTANDING**

This MOU shall remain in effect for the period of July 1, 2012 through and including June 30, 2013, or until a successor MOU is reached, unless a specific provision provides for a different commencement and/or termination date. This MOU has been ratified by both the CITY and UNIT.

Dated this _____ day of _____, 2013.

Rod De Boer, Mayor

Deborah Savage, UNIT Representative

Jared G. Hancock, City Administrator

ATTEST:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

EXHIBIT "A"

Administrative Confidential Employees
Position Classification Schedule
July 1, 2012 through June 30, 2013

<u>Position</u>	<u>Range</u>
Assistant to the City Administrator	148
Administrative Assistant: Police Department	138
Confidential Secretary	134

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
2012-2013 CONFIDENTIAL MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	622.31	653.43	686.10	720.40	756.42	794.24	833.96
102	637.87	669.77	703.25	738.42	775.35	814.11	854.82
103	653.43	686.10	720.40	756.42	794.24	833.96	875.65
104	669.77	703.25	738.42	775.35	814.11	854.82	897.56
105	686.10	720.40	756.42	794.24	833.96	875.65	919.44
106	703.25	738.42	775.35	814.11	854.82	897.56	942.44
107	720.40	756.42	794.24	833.96	875.65	919.44	965.41
108	738.42	775.35	814.11	854.82	897.56	942.44	989.56
109	756.42	794.24	833.96	875.65	919.44	965.41	1,013.67
110	775.35	814.11	854.82	897.56	942.44	989.56	1,039.04
111	794.24	833.96	875.65	919.44	965.41	1,013.67	1,064.36
112	814.11	854.82	897.56	942.44	989.56	1,039.04	1,091.00
113	833.96	875.65	919.44	965.41	1,013.67	1,064.36	1,117.58
114	854.82	897.56	942.44	989.56	1,039.04	1,091.00	1,145.55
115	875.65	919.44	965.41	1,013.67	1,064.36	1,117.58	1,173.46
116	897.56	942.44	989.56	1,039.04	1,091.00	1,145.55	1,202.82
117	919.44	965.41	1,013.67	1,064.36	1,117.58	1,173.46	1,232.13
118	942.44	989.56	1,039.04	1,091.00	1,145.55	1,202.82	1,262.97
119	965.41	1,013.67	1,064.36	1,117.58	1,173.46	1,232.13	1,293.73
120	989.56	1,039.04	1,091.00	1,145.55	1,202.82	1,262.97	1,326.11
121	1,013.67	1,064.36	1,117.58	1,173.46	1,232.13	1,293.73	1,358.42
122	1,039.04	1,091.00	1,145.55	1,202.82	1,262.97	1,326.11	1,392.42
123	1,064.36	1,117.58	1,173.46	1,232.13	1,293.73	1,358.42	1,426.33
124	1,091.00	1,145.55	1,202.82	1,262.97	1,326.11	1,392.42	1,462.01
125	1,117.58	1,173.46	1,232.13	1,293.73	1,358.42	1,426.33	1,497.65
126	1,145.55	1,202.82	1,262.97	1,326.11	1,392.42	1,462.01	1,535.11
127	1,173.46	1,232.13	1,293.73	1,358.42	1,426.33	1,497.65	1,572.53
128	1,202.82	1,262.97	1,326.11	1,392.42	1,462.01	1,535.11	1,611.86
129	1,232.13	1,293.73	1,358.42	1,426.33	1,497.65	1,572.53	1,651.16
130	1,262.97	1,326.11	1,392.42	1,462.01	1,535.11	1,611.86	1,692.47
131	1,293.73	1,358.42	1,426.33	1,497.65	1,572.53	1,651.16	1,733.72
132	1,326.11	1,392.42	1,462.01	1,535.11	1,611.86	1,692.47	1,777.09
133	1,358.42	1,426.33	1,497.65	1,572.53	1,651.16	1,733.72	1,820.40
134	1,392.42	1,462.01	1,535.11	1,611.86	1,692.47	1,777.09	1,865.94
135	1,426.33	1,497.65	1,572.53	1,651.16	1,733.72	1,820.40	1,911.42
136	1,462.01	1,535.11	1,611.86	1,692.47	1,777.09	1,865.94	1,959.24
137	1,497.65	1,572.53	1,651.16	1,733.72	1,820.40	1,911.42	2,007.00
138	1,535.11	1,611.86	1,692.47	1,777.09	1,865.94	1,959.24	2,057.20
139	1,572.53	1,651.16	1,733.72	1,820.40	1,911.42	2,007.00	2,107.35
140	1,611.86	1,692.47	1,777.09	1,865.94	1,959.24	2,057.20	2,160.05
141	1,651.16	1,733.72	1,820.40	1,911.42	2,007.00	2,107.35	2,212.72
142	1,692.47	1,777.09	1,865.94	1,959.24	2,057.20	2,160.05	2,268.06
143	1,733.72	1,820.40	1,911.42	2,007.00	2,107.35	2,212.72	2,323.35
144	1,777.09	1,865.94	1,959.24	2,057.20	2,160.05	2,268.06	2,381.46
145	1,820.40	1,911.42	2,007.00	2,107.35	2,212.72	2,323.35	2,439.51
146	1,865.94	1,959.24	2,057.20	2,160.05	2,268.06	2,381.46	2,500.54
147	1,911.42	2,007.00	2,107.35	2,212.72	2,323.35	2,439.51	2,561.49
148	1,959.24	2,057.20	2,160.05	2,268.06	2,381.46	2,500.54	2,625.57
149	2,007.00	2,107.35	2,212.72	2,323.35	2,439.51	2,561.49	2,689.56
150	2,057.20	2,160.05	2,268.06	2,381.46	2,500.54	2,625.57	2,756.84
151	2,107.35	2,212.72	2,323.35	2,439.51	2,561.49	2,689.56	2,824.03
152	2,160.05	2,268.06	2,381.46	2,500.54	2,625.57	2,756.84	2,894.69
153	2,212.72	2,323.35	2,439.51	2,561.49	2,689.56	2,824.03	2,965.24
154	2,268.06	2,381.46	2,500.54	2,625.57	2,756.84	2,894.69	3,039.43
155	2,323.35	2,439.51	2,561.49	2,689.56	2,824.03	2,965.24	3,113.49
156	2,381.46	2,500.54	2,625.57	2,756.84	2,894.69	3,039.43	3,191.39
157	2,439.51	2,561.49	2,689.56	2,824.03	2,965.24	3,113.49	3,269.17
158	2,500.54	2,625.57	2,756.84	2,894.69	3,039.43	3,191.39	3,350.96
159	2,561.49	2,689.56	2,824.03	2,965.24	3,113.49	3,269.17	3,432.63
160	2,625.57	2,756.84	2,894.69	3,039.43	3,191.39	3,350.96	3,518.51
161	2,689.56	2,824.03	2,965.24	3,113.49	3,269.17	3,432.63	3,604.26
162	2,756.84	2,894.69	3,039.43	3,191.39	3,350.96	3,518.51	3,694.44
163	2,824.03	2,965.24	3,113.49	3,269.17	3,432.63	3,604.26	3,784.47
164	2,894.69	3,039.43	3,191.39	3,350.96	3,518.51	3,694.44	3,879.16
165	2,965.24	3,113.49	3,269.17	3,432.63	3,604.26	3,784.47	3,973.69
166	3,039.43	3,191.39	3,350.96	3,518.51	3,694.44	3,879.16	4,073.12
167	3,113.49	3,269.17	3,432.63	3,604.26	3,784.47	3,973.69	4,172.38
168	3,191.39	3,350.96	3,518.51	3,694.44	3,879.16	4,073.12	4,276.77
169	3,269.17	3,432.63	3,604.26	3,784.47	3,973.69	4,172.38	4,380.99
170	3,350.96	3,518.51	3,694.44	3,879.16	4,073.12	4,276.77	4,490.60
171	3,432.63	3,604.26	3,784.47	3,973.69	4,172.38	4,380.99	4,600.04
172	3,518.51	3,694.44	3,879.16	4,073.12	4,276.77	4,490.60	4,715.13
173	3,604.26	3,784.47	3,973.69	4,172.38	4,380.99	4,600.04	4,830.04
174	3,694.44	3,879.16	4,073.12	4,276.77	4,490.60	4,715.13	4,950.89
175	3,784.47	3,973.69	4,172.38	4,380.99	4,600.04	4,830.04	5,071.54
176	3,879.16	4,073.12	4,276.77	4,490.60	4,715.13	4,950.89	5,198.43
177	3,973.69	4,172.38	4,380.99	4,600.04	4,830.04	5,071.54	5,325.12
178	4,073.12	4,276.77	4,490.60	4,715.13	4,950.89	5,198.43	5,458.35
179	4,172.38	4,380.99	4,600.04	4,830.04	5,071.54	5,325.12	5,591.38
180	4,276.77	4,490.60	4,715.13	4,950.89	5,198.43	5,458.35	5,731.27
181	4,380.99	4,600.04	4,830.04	5,071.54	5,325.12	5,591.38	5,870.95
182	4,490.60	4,715.13	4,950.89	5,198.43	5,458.35	5,731.27	6,017.84
183	4,600.04	4,830.04	5,071.54	5,325.12	5,591.38	5,870.95	6,164.50
184	4,715.13	4,950.89	5,198.43	5,458.35	5,731.27	6,017.84	6,318.73
185	4,830.04	5,071.54	5,325.12	5,591.38	5,911.42	6,164.50	6,472.73
186	4,950.89	5,198.43	5,458.35	5,731.27	6,017.84	6,318.73	6,634.66
187	5,071.54	5,325.12	5,591.38	5,870.95	6,164.50	6,472.73	6,796.36
188	5,198.43	5,458.35	5,731.27	6,017.84	6,318.73	6,634.66	6,966.39
189	5,325.12	5,591.38	5,870.95	6,164.50	6,472.73	6,796.36	7,136.18
190	5,458.35	5,731.27	6,017.84	6,318.73	6,634.66	6,966.39	7,314.71
191	5,591.38	5,870.95	6,164.50	6,472.73	6,796.36	7,136.18	7,492.99
192	5,731.27	6,017.84	6,318.73	6,634.66	6,966.39	7,314.71	7,680.45
193	5,870.95	6,164.50	6,472.73	6,796.36	7,136.18	7,492.99	7,867.64
194	6,017.84	6,318.73	6,634.66	6,966.39	7,314.71	7,680.45	8,064.47
195	6,164.50	6,472.73	6,796.36	7,136.18	7,492.99	7,867.64	8,261.02
196	6,318.73	6,634.66	6,966.39	7,314.71	7,680.45	8,064.47	8,467.69
197	6,472.73	6,796.36	7,136.18	7,492.99	7,867.64	8,261.02	8,674.07
198	6,634.66	6,966.39	7,314.71	7,680.45	8,064.47	8,467.69	8,891.08
199	6,796.36	7,136.18	7,492.99	7,867.64	8,261.02	8,674.07	9,107.78
200	6,966.39	7,314.71	7,680.45	8,064.47	8,467.69	8,891.08	9,335.63

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF SUSANVILLE

AND

THE MANAGEMENT UNIT

July 1, 2012 through and including June 30, 2013

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1. **INTRODUCTION**

The City of Susanville, hereinafter called the CITY, and Management Unit, hereinafter called the UNIT, having met and conferred in good faith, have entered into this Memorandum of Understanding (MOU) establishing wages, hours, and other terms and conditions of employment.

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of California Government Code Section 3500.

2. **EMPLOYEE RIGHTS**

Employees of the City of Susanville have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation.

Employees of the City of Susanville shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY.

3. **CITY RIGHTS**

The CITY retains the right, subject to and in accordance with applicable laws and the provisions of the MOU:

- A. To direct employees in the performance of their duties.
- B. To hire, promote, transfer, assign, and discipline employees.
- C. To dismiss employees because of lack of work, or in accordance with applicable provisions of the CITY's personnel ordinance and Personnel Policies and Procedures adopted by the City Council.
- D. To determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions or employees assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work.
- E. To take whatever action may be appropriate to carry out its mission in situations of emergency.
- F. To direct personnel based upon City Personnel Policies and Procedures adopted by the City Council where deemed applicable by the City Council.

G. The City is in no way obligated to appoint new employees at the same salary/range as the current classifications listed in Exhibit "A."

4. **NONDISCRIMINATION**

The CITY and UNIT agree not to discriminate against any employees in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice versa.

5. **UNIT RECOGNITION**

The CITY agrees to acknowledge the UNIT as the only recognized employee organization representing the Management employees listed in Exhibit "A."

6. **UNIT DESCRIPTION**

This UNIT shall consist of all regular and/or probationary Management employees of the CITY listed in Exhibit "A" of this MOU.

7. **SALARY SCALE, MERIT STEP, CAREER DEVELOPMENT, AND PAY PERIOD**

A. The compensation listed at the position's range and step shall constitute entire compensation, except as provided within this Agreement.

B. The FY 2012/2013 Management Global Range and Step Matrix shall be used effective July 1, 2012. The Management Unit pay scale range shall include seven steps, beginning with Step A through Step G.

C. Members of the UNIT whose positions are exempt from the requirements of the Fair Labor Standards Act are not eligible for standby pay, call back pay, overtime pay, or any other form of overtime compensation unless expressly authorized by the City Council under Section 24 (B) of this agreement or by State or Federal Law.

D. S.D.I.: The City will pay the State Disability Insurance for the employees of this Unit.

E. Severance or lay-off payment: This severance payment provision in no way changes or modifies unit members' at-will status. If City terminates the employment of any unit member for any reason (including re-structuring or lay-off) other than member's misconduct, City shall pay unit member a severance payment of the equivalent of three months of unit member's then-current salary, with applicable payroll taxes withheld, and benefits. Misconduct means unit member's dishonesty, fraud, self-dealing or willful misconduct as that term is defined for purposes of California unemployment insurance, committed in the performance of unit member's duties and responsibilities under this agreement; or unit member's violation of any law which can be punished as a felony committed at any time. The determination of whether unit member was terminated due to misconduct is in the

City's sole discretion. Upon the termination of unit member's employment, unit member is not entitled to any other compensation or payment.

If City terminates unit member's employment at any time due to unit member's misconduct, as defined above, City shall not pay unit member any severance payment. If unit member terminates his/her employment, unit member is not entitled to severance payments.

8. **UNIFORMS**

During the term of this MOU, the CITY shall provide Management personnel within public safety with a uniform allowance as follows:

Police	-	\$850.00 in June
Fire	-	\$700.00 in June

9. **RETIREMENT**

Employer Paid Member Contribution (EPMC): The City agrees to pay and report the value of EPMC to CalPERS as additional compensation. New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340 / PEPR.

10. **WORK SCHEDULE**

Management personnel covered by this MOU generally work from 8:00 a.m. to 5:00 p.m. or the hours worked by employees within the respective departments, plus any additional hours associated with required meetings, emergencies, and other requirements of the job.

11. **HOLIDAYS**

Employees within the UNIT shall be entitled to holidays as specified in the Employee Manual.

12. **VACATION LEAVE**

A. Employees in this UNIT shall earn annual vacation credit prorated and accrued monthly on the following basis:

1.	136 hours first year of service	5.23 per pay period
2.	160 hours after five (5) full years of service	6.15 per pay period
3.	200 hours after ten (10) full years of service	7.69 per pay period
4.	240 hours after fifteen (15) full years of service	9.23 per pay period

B. Vacation credit will vest and become available for use upon the successful completion of the introductory period for any new employees within the UNIT, except with the approval of the City Administrator, accrued vacation time may be used during the introductory period.

- C. Maximum vacation accrual shall be 240 hours. The City Administrator may authorize increasing the maximum accrual for a defined period of time if the excess accrual was created because the City Administrator canceled an employee's scheduled vacation due to a CITY emergency.

13. **MANAGEMENT LEAVE**

Members of the UNIT shall receive 80 hours management leave per fiscal year in addition to vacation leave. Such leave will be credited July 1 of each year.

Management leave will be made available from the time of hire, at 20 hours credited for each three-month period remaining in the fiscal year during which the employee is hired, prorated for the first three-month period.

Management leave is made available in recognition of Management's responsibility to perform after-hours functions such as attending City Council meetings, citizen advisory commission/committee meetings, meeting/presentations to community groups, and participating in various CITY-related activities.

Management leave may not accrue, and any unused leave will extinguish as of June 30 each year. UNIT members may sell up to 5 days (40 hours) of unused management leave back to the CITY during each December and may sell up to 5 days (40 hours) of unused management leave back in June of each year.

14. **EMPLOYEE'S SICK LEAVE**

A. Employees within the UNIT will accrue and be able to use sick leave as set forth in the Employee Manual.

B. Under the Public Employees' Retirement System, credit for unused sick leave (Section 20965) of the Government Code shall be a benefit provided to each employee of this UNIT upon retirement and in accordance with the rules and regulations of PERS.

C. Retirees will be eligible to purchase health insurance under this plan with no vesting requirement if allowed by the plan. A credit of 50 percent of accumulated sick leave at time of retirement will be paid out per month towards 50 percent of premium, subject to CalPERS regulations. The amount of sick leave credit that could be credited toward retiree health insurance benefits will be capped at \$15,000.

15. **MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Administrator and/or the City Administrator's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

16. **JURY DUTY**

While serving on Jury Duty, employees will still be paid by the CITY on the basis of a forty (40) hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the CITY.

17. **FAMILY ILLNESS OR INJURY LEAVE**

Family illness or injury leave may be taken in accordance with the employee manual.

18. **BEREAVEMENT LEAVE**

Bereavement Leave is provided as per the Employee Manual.

19. **HEALTH, DENTAL and VISION INSURANCE**

A. Effective February 1, 2013 the City shall pay the cost of health, dental and vision insurance premium for each unit member covered under this MOU up to \$936 per month under the current plan. City will continue to research options for the best cost-effective coverage, at its discretion. The City reserves the right to select, change, administer and shall have the right to select any carrier or other method providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. If the insurance provider is changed and the cost is less than \$936 per month per employee, the City shall cap the amount of its contribution to an amount not less than 100 percent of the cost of the new plan.

B. Retirees will be eligible to purchase health insurance under the above plan with no vesting requirement if allowed by the plan. A credit of 50 percent of accumulated sick leave at time of retirement, will be paid out per month towards 50 percent of premium and is subject to CalPERS regulations. The amount of sick leave credit that could be credited toward retiree health insurance benefits will be capped at \$15,000.00.

C. The City shall continue to pay the administrative fee for each unit member.

20. **LIFE INSURANCE**

Each member of the UNIT will receive a \$25,000 term life insurance policy to be paid for by the CITY.

21. **IRS SECTION 125 PLAN; DEFERRED COMPENSATION**

A. The City agrees to establish an IRS Section 125 Plan for use by UNIT employees.

B. The City will contribute \$40 per pay period as a contribution to an employee's Section 125 plan; or

C. The City will match up to two percent of the employee's gross salary in a deferred compensation plan with a maximum contribution of \$40 per pay period.

22. **FLEXIBLE BENEFIT**

Each member of the UNIT shall receive a \$400.00 per year flexible benefit to be included in payroll in December of each year.

23. **PAST PRACTICES**

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, tradition, accumulation, or vesting of any employee rights or privileges other than those expressly stated herein.

The CITY and UNIT agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

All other past practices, standards, obligations or commitments, whether written or unwritten, are within the scope of Section 3 of this MOU.

24. **SOLE AGREEMENT**

A. The policies which are collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.

B. If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the CITY and the UNIT. Any such changes validly made shall become a part of this MOU and subject to its terms. There shall be no bargaining outside this MOU without UNIT and City Council involvement.

25. **TERM OF THE MEMORANDUM OF UNDERSTANDING**

This MOU shall remain in effect for the period of July 1, 2012, through and including June 30, 2013, or until a successor MOU is reached, unless a specific provision provides for a different commencement and/or termination date. This MOU has been ratified by both the City Council of the City of Susanville and the general membership of the UNIT.

Dated this _____

Day of _____, 2013.

Rod De Boer, Mayor

Thomas Downing, UNIT Representative

Jared G. Hancock, City Administrator

Craig Platt, UNIT Representative

Theodore Friedline, UNIT Representative

ATTEST:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
2012-2013 MANAGEMENT MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	610.27	640.78	672.82	706.46	741.78	778.87	817.82
102	625.53	656.81	689.65	724.13	760.33	798.35	838.26
103	640.78	672.82	706.46	741.78	778.87	817.82	858.70
104	656.81	689.65	724.13	760.33	798.35	838.26	880.18
105	672.82	706.46	741.78	778.87	817.82	858.70	901.64
106	689.65	724.13	760.33	798.35	838.26	880.18	924.19
107	706.46	741.78	778.87	817.82	858.70	901.64	946.72
108	724.13	760.33	798.35	838.26	880.18	924.19	970.40
109	741.78	778.87	817.82	858.70	901.64	946.72	994.06
110	760.33	798.35	838.26	880.18	924.19	970.40	1,018.92
111	778.87	817.82	858.70	901.64	946.72	994.06	1,043.76
112	798.35	838.26	880.18	924.19	970.40	1,018.92	1,069.86
113	817.82	858.70	901.64	946.72	994.06	1,043.76	1,095.95
114	838.26	880.18	924.19	970.40	1,018.92	1,069.86	1,123.36
115	858.70	901.64	946.72	994.06	1,043.76	1,095.95	1,150.75
116	880.18	924.19	970.40	1,018.92	1,069.86	1,123.36	1,179.53
117	901.64	946.72	994.06	1,043.76	1,095.95	1,150.75	1,208.28
118	924.19	970.40	1,018.92	1,069.86	1,123.36	1,179.53	1,238.51
119	946.72	994.06	1,043.76	1,095.95	1,150.75	1,208.28	1,268.69
120	970.40	1,018.92	1,069.86	1,123.36	1,179.53	1,238.51	1,300.44
121	994.06	1,043.76	1,095.95	1,150.75	1,208.28	1,268.69	1,332.13
122	1,018.92	1,069.86	1,123.36	1,179.53	1,238.51	1,298.69	1,365.46
123	1,043.76	1,095.95	1,150.75	1,208.28	1,268.69	1,328.13	1,398.74
124	1,069.86	1,123.36	1,179.53	1,238.51	1,300.44	1,365.46	1,433.74
125	1,095.95	1,150.75	1,208.28	1,268.69	1,332.13	1,398.74	1,468.67
126	1,123.36	1,179.53	1,238.51	1,300.44	1,365.46	1,433.74	1,505.43
127	1,150.75	1,208.28	1,268.69	1,332.13	1,398.74	1,468.67	1,542.10
128	1,179.53	1,238.51	1,300.44	1,365.46	1,433.74	1,505.43	1,580.70
129	1,208.28	1,268.69	1,332.13	1,398.74	1,468.67	1,542.10	1,619.20
130	1,238.51	1,300.44	1,365.46	1,433.74	1,505.43	1,580.70	1,659.74
131	1,268.69	1,332.13	1,398.74	1,468.67	1,542.10	1,619.20	1,700.17
132	1,300.44	1,365.46	1,433.74	1,505.43	1,580.70	1,659.74	1,742.73
133	1,332.13	1,398.74	1,468.67	1,542.10	1,619.20	1,700.17	1,785.18
134	1,365.46	1,433.74	1,505.43	1,580.70	1,659.74	1,742.73	1,829.86
135	1,398.74	1,468.67	1,542.10	1,619.20	1,700.17	1,785.18	1,874.44
136	1,433.74	1,505.43	1,580.70	1,659.74	1,742.73	1,829.86	1,921.35
137	1,468.67	1,542.10	1,619.20	1,700.17	1,785.18	1,874.44	1,968.16
138	1,505.43	1,580.70	1,659.74	1,742.73	1,829.86	1,921.35	2,017.42
139	1,542.10	1,619.20	1,700.17	1,785.18	1,874.44	1,968.16	2,066.57
140	1,580.70	1,659.74	1,742.73	1,829.86	1,921.35	2,017.42	2,118.29
141	1,619.20	1,700.17	1,785.18	1,874.44	1,968.16	2,066.57	2,169.90
142	1,659.74	1,742.73	1,829.86	1,921.35	2,017.42	2,118.29	2,224.20
143	1,700.17	1,785.18	1,874.44	1,968.16	2,066.57	2,169.90	2,278.40
144	1,742.73	1,829.86	1,921.35	2,017.42	2,118.29	2,224.20	2,335.41
145	1,785.18	1,874.44	1,968.16	2,066.57	2,169.90	2,278.40	2,392.32
146	1,829.86	1,921.35	2,017.42	2,118.29	2,224.20	2,335.41	2,452.18
147	1,874.44	1,968.16	2,066.57	2,169.90	2,278.40	2,392.32	2,511.94
148	1,921.35	2,017.42	2,118.29	2,224.20	2,335.41	2,452.18	2,574.79
149	1,968.16	2,066.57	2,169.90	2,278.40	2,392.32	2,511.94	2,637.53
150	2,017.42	2,118.29	2,224.20	2,335.41	2,452.18	2,574.79	2,703.53
151	2,066.57	2,169.90	2,278.40	2,392.32	2,511.94	2,637.53	2,769.41
152	2,118.29	2,224.20	2,335.41	2,452.18	2,574.79	2,703.53	2,838.71
153	2,169.90	2,278.40	2,392.32	2,511.94	2,637.53	2,769.41	2,907.87
154	2,224.20	2,335.41	2,452.18	2,574.79	2,703.53	2,838.71	2,980.64
155	2,278.40	2,392.32	2,511.94	2,637.53	2,769.41	2,907.87	3,053.27
156	2,335.41	2,452.18	2,574.79	2,703.53	2,838.71	2,980.64	3,129.67
157	2,392.32	2,511.94	2,637.53	2,769.41	2,907.87	3,053.27	3,205.93
158	2,452.18	2,574.79	2,703.53	2,838.71	2,980.64	3,129.67	3,286.16
159	2,511.94	2,637.53	2,769.41	2,907.87	3,053.27	3,205.93	3,366.23
160	2,574.79	2,703.53	2,838.71	2,980.64	3,129.67	3,286.16	3,450.47
161	2,637.53	2,769.41	2,907.87	3,053.27	3,205.93	3,366.23	3,534.55
162	2,703.53	2,838.71	2,980.64	3,129.67	3,286.16	3,450.47	3,623.00
163	2,769.41	2,907.87	3,053.27	3,205.93	3,366.23	3,534.55	3,711.28
164	2,838.71	2,980.64	3,129.67	3,286.16	3,450.47	3,623.00	3,804.14
165	2,907.87	3,053.27	3,205.93	3,366.23	3,534.55	3,711.28	3,896.85
166	2,980.64	3,129.67	3,286.16	3,450.47	3,623.00	3,804.14	3,994.35
167	3,053.27	3,205.93	3,366.23	3,534.55	3,711.28	3,896.85	4,091.69
168	3,129.67	3,286.16	3,450.47	3,623.00	3,804.14	3,994.35	4,194.07
169	3,205.93	3,366.23	3,534.55	3,711.28	3,896.85	4,091.69	4,296.27
170	3,286.16	3,450.47	3,623.00	3,804.14	3,994.35	4,194.07	4,403.78
171	3,366.23	3,534.55	3,711.28	3,896.85	4,091.69	4,296.27	4,511.09
172	3,450.47	3,623.00	3,804.14	3,994.35	4,194.07	4,403.78	4,623.97
173	3,534.55	3,711.28	3,896.85	4,091.69	4,296.27	4,511.09	4,736.64
174	3,623.00	3,804.14	3,994.35	4,194.07	4,403.78	4,623.97	4,855.17
175	3,711.28	3,896.85	4,091.69	4,296.27	4,511.09	4,736.64	4,973.47
176	3,804.14	3,994.35	4,194.07	4,403.78	4,623.97	4,855.17	5,097.86
177	3,896.85	4,091.69	4,296.27	4,511.09	4,736.64	4,973.47	5,222.19
178	3,994.35	4,194.07	4,403.78	4,623.97	4,855.17	5,097.86	5,352.76
179	4,091.69	4,296.27	4,511.09	4,736.64	4,973.47	5,222.19	5,483.30
180	4,194.07	4,403.78	4,623.97	4,855.17	5,097.86	5,352.76	5,620.39
181	4,296.27	4,511.09	4,736.64	4,973.47	5,222.19	5,483.30	5,757.47
182	4,403.78	4,623.97	4,855.17	5,097.86	5,352.76	5,620.39	5,901.42
183	4,511.09	4,736.64	4,973.47	5,222.19	5,483.30	5,757.47	6,045.34
184	4,623.97	4,855.17	5,097.86	5,352.76	5,620.39	5,901.42	6,196.48
185	4,736.64	4,973.47	5,222.19	5,483.30	5,757.47	6,045.34	6,347.60
186	4,855.17	5,097.86	5,352.76	5,620.39	5,901.42	6,196.48	6,506.31
187	4,973.47	5,222.19	5,483.30	5,757.47	6,045.34	6,347.60	6,664.98
188	5,097.86	5,352.76	5,620.39	5,901.42	6,196.48	6,506.31	6,831.63
189	5,222.19	5,483.30	5,757.47	6,045.34	6,347.60	6,664.98	6,998.23
190	5,352.76	5,620.39	5,901.42	6,196.48	6,506.31	6,831.63	7,173.21
191	5,483.30	5,757.47	6,045.34	6,347.60	6,664.98	6,998.23	7,348.14
192	5,620.39	5,901.42	6,196.48	6,506.31	6,831.63	7,173.21	7,531.87
193	5,757.47	6,045.34	6,347.60	6,664.98	6,998.23	7,348.14	7,715.55
194	5,901.42	6,196.48	6,506.31	6,831.63	7,173.21	7,531.87	7,908.46
195	6,045.34	6,347.60	6,664.98	6,998.23	7,348.14	7,715.55	8,101.33
196	6,196.48	6,506.31	6,831.63	7,173.21	7,531.87	7,908.46	8,303.88
197	6,347.60	6,664.98	6,998.23	7,348.14	7,715.55	8,101.33	8,506.39
198	6,506.31	6,831.63	7,173.21	7,531.87	7,908.46	8,303.88	8,719.08
199	6,664.98	6,998.23	7,348.14	7,715.55	8,101.33	8,506.39	8,931.71
200	6,831.63	7,173.21	7,531.87	7,908.46	8,303.88	8,719.08	9,155.03

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR THE
CITY OF SUSANVILLE
AND THE
PROFESSIONAL/TECHNICAL UNIT

July 1, 2012 through and including June 30, 2013

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1. **INTRODUCTION**

The City of Susanville, hereinafter called the CITY, and Professional/Technical Unit, hereinafter called the UNIT, having met and conferred in good faith, have entered into this Memorandum of Understanding (MOU) establishing wages, hours, and other terms and conditions of employment.

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of California Government Code Section 3500.

2. **EMPLOYEE RIGHTS**

Employees of the City of Susanville have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation.

Employees of the City of Susanville shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY.

3. **CITY RIGHTS**

The CITY retains the right, subject to and in accordance with applicable laws and the provisions of the MOU:

- A. To direct employees in the performance of their duties.
- B. To hire, promote, transfer, assign, and discipline employees.
- C. To dismiss employees because of lack of work, or in accordance with applicable provisions of the CITY's personnel ordinance and Personnel Policies and Procedures adopted by the City Council.
- D. To determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions or employees assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work.
- E. To take whatever action may be appropriate to carry out its mission in situations of emergency with appropriate notification to Unit employees.
- F. To direct personnel based upon City Personnel Policies and Procedures adopted by the City Council where deemed applicable by the City Council.

G. This section will not operate to deny any employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act.

4. **NONDISCRIMINATION**

The CITY and UNIT agree not to discriminate against any employees in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice versa.

5. **UNIT RECOGNITION**

The CITY agrees to acknowledge the UNIT as the only recognized employee organization representing the Professional/Technical employees listed in Exhibit "A" beginning July 1, 2009.

6. **UNIT DESCRIPTION**

This UNIT shall only consist of all regular and/or probationary Professional/Technical employees of the CITY listed in Exhibit "A" of this MOU.

7. **SALARY SCALE, MERIT STEP, CAREER DEVELOPMENT AND PAY PERIOD**

A. Salaries for the period of July 1, 2012 through June 30, 2013 shall be as shown in Exhibit "B" and will not include any increase in COLA.

B. The compensation listed at the position's range and step shall constitute entire compensation, except as provided within this Agreement.

C. Members of the UNIT whose positions are exempt from the requirements of the Fair Labor Standards Act are not eligible for standby pay, call back pay, overtime pay, or any other form of overtime compensation unless expressly authorized by the City Council under Section 24 (B) of this agreement.

D. **LONGEVITY:** When an employee has been at Step E for two years, he/she may according to merit, be moved to Step F where step F is 5% higher than the current Range and Step. If the employee remains in Step F for two additional years he/she may, according to merit, go to Step G. Merit increases will not be automatic and will be based upon merit as evidenced by a performance evaluation. Merit increases will be limited to one per fiscal year. Longevity begins after an employee has been at Step E for two years and goes to Step F for two years, then is eligible to move to Step G. Longevity ends at Step G.

E. **CONTINUING EDUCATION:** The City will reimburse employees for the cost of books and tuition for job related training (that has received approval of the City Administrator prior to enrollment) upon successful completion of each course. In

addition employee will be compensated for mileage and travel expenses for any courses taken out of the area prior to the time of travel.

Program Incentive - Completion of the Associate or Bachelor Degree and/or completion of the appropriate POST certificate, an officer can receive a permanent pay increase of 2.5% or 5%, respectively, over and above the base pay for the classification shown in the current pay plan. The following criteria outlines the requirement at each level. Upon receiving a degree or appropriate certificates issued by POST, a permanent increase will be added to the base pay:

Base + 2.5%, range regular full time
AA or AS Degree or
Advanced Post Certificate

Base + 5% regular full time
BS or BA Degree or
Management Post Certificate

Police Lieutenant
Police Lieutenant II
Police Lieutenant III

Salary Range 152
2.5% incentive, Range 153
5% incentive, Range 154

Program Incentive - Building Official Certification as recognized by the International Code Council shall result in 2.5% incentive pay increase once certification is secured.

Program Incentive - Battalion Chief - Completion of the Associate or Bachelor Degree and/or completion of California Chief Officer Certification Courses (10), a Battalion Chief may receive a permanent pay increase of 2.5% or 5% respectively, over and above the base pay for the classification shown in the current pay plan. The following criteria outlines the requirements at each level:

Base + 2.5%, regular full time
AA or AS Degree or
CA Certified Fire Officer

Base + 5% regular full time
BS or BA Degree, or
CA Chief Officer Certification

Fire Battalion Chief
Fire Battalion Chief
Fire Battalion Chief

Base Range, 154
2.5% incentive, Salary Range, 155
5% incentive, Salary Range, 156

- F. CERTIFICATIONS AND LICENSING: The City will reimburse employees for the cost of study materials for any examination preparation and fees necessary to obtain and maintain any certificates and or licenses required in their respective fields.
- G. CONTINUING CERTIFICATION INCENTIVE: A \$250 incentive shall be paid each June to members of the unit who maintain or increase certification/education requirements.
- H. SDI: The City will pay the employee's share of State Disability.

8. RETIREMENT

The CITY shall make contributions to the Public Employees Retirement System as follows: Professional Technical Unit, all of the City share and all of the Employee share under the 3% at 60 Plan for Miscellaneous employees and 3% at 50 Plan for Safety employees, single highest year, based upon actuarial study. New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340 / PEPR.

9. WORK SCHEDULE

Professional/Technical personnel covered by this MOU generally work from 8:00 a.m. to 5:00 p.m. or the hours worked by employees within the respective departments, plus any additional hours needed to cover other requirements of the job.

10. HOLIDAYS

Employees within the UNIT shall be entitled to holiday pay for those holidays specified in the Employee Manual dated June 1, 2001.

Those employees required to work on a holiday may take an alternate day off with approval of their supervisor or receive pay for the day. Employee may not defer alternate day off for more than 90 days.

11. VACATION

A. Employees in this UNIT shall earn annual vacation credit accrued per pay period as specified below:

0-1 year	3.69
1-5 years	4.62
5-10 years	5.23
10-15 years	6.15
15-20 years	7.69
20 + years	9.23

B. Vacation credit will vest and become available for use upon the successful completion of the probationary period for any new employees within the UNIT. Accrued vacation time may be used during the probationary period, subject to the approval of the City Administrator on a case-by-case basis.

C. Maximum vacation accrual shall be 240 hours. The City Administrator may authorize increasing the maximum accrual for a defined period of time if the excess accrual was created because the City Administrator canceled an employee's scheduled vacation due to a CITY emergency. Any vacation hours accrued over 240 hours shall be bought back by the City at fifty percent (50%) of employees base salary during December.

12. HEALTH, DENTAL, & VISION INSURANCE

- A. Effective February 1, 2013 the City shall pay the cost of health, dental and vision insurance premium for each employee covered under this MOU up to \$936 per month under the current plan. The City will continue to research options for the best cost effective coverage, at its discretion. The City reserves the right to select, change, administer and shall have the right to select any carrier or other method of providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. If the insurance provider is changed and the cost is less than \$936 per month, per employee, the City shall cap the amount of its contribution to an amount not less than 100% of the cost of the new plan.
- B. During the term of this Memorandum of Understanding, should the monthly cost of health insurance premiums under the current plan increase by more than \$25.00, the Unit and the City shall meet and confer.
- C. Health Insurance will be made available to retirees with no minimum vesting, if allowed under the current plan. Retirees will be eligible to purchase health insurance under the above-mentioned plan with no vesting requirement if allowed by the plan. A credit of 50% of accumulated sick leave at time of retirement, capped at \$15,000.00 will be paid out per month toward 50% of the premium. This amount is subject to CalPERS regulations.

13. IRS SECTION 125 PLAN, DEFERRED COMPENSATION

- A. The City has established an IRS Section 125 Plan for use by employees.
- B. The City will contribute \$25 per pay period as a contribution to an employee's Section 125 plan; or
- C. The City will match up to 2% of the employee's gross salary in a deferred compensation plan with a maximum contribution of \$25 per pay period.

14. FLEXIBLE BENEFIT

- A. Each member of the UNIT shall receive a \$200.00 per year flexible benefit in December.
- B. Uniform Allowance: Safety members of the Professional-Technical Unit shall receive a uniform allowance equal to that allowed to officers in the Police or Fire Units. The Building Official, Code Enforcement Officer and Permit Technician may receive a uniform allowance if they so desire. \$800.00 in year one.

15. PROFESSIONAL TECHNICAL LEAVE

Members of the UNIT shall receive 60 hours Professional/Technical leave per fiscal year in addition to vacation leave. Such leave will be credited July 1 of each year.

Professional/Technical leave will be made available from the time of hire, at 15 hours credited for each 3 month period remaining in the fiscal year during which the employee is hired, prorated for the first three month period.

Professional/Technical leave is made available in recognition of Professional/Technical's responsibility to perform functions after normal business hours.

Professional/Technical leave may not accrue, and any unused leave will extinguish as of June 30 each year. UNIT members may sell up to (30 hours) of unused Professional/Technical leave back to the CITY during December, and up to (30 hours) in June. This benefit is not available to an employee who has not successfully completed their introductory period.

16. LIFE INSURANCE

Each member of the UNIT will receive a \$25,000 term life insurance policy to be paid for by the CITY.

17. HEARING TEST

The CITY shall provide, at no expense to the employee, an annual hearing test to non-office workers. Where necessary, protective hearing devices and equipment modifications will be required at CITY cost to prevent hearing loss.

18. EMPLOYEE'S SICK LEAVE

Employees within the Unit shall accrue sick leave and shall be able to use sick leave in accordance to the provisions of the Employee Manual dated June 1, 2001.

Under the Public Employees' Retirement System, credit for unused sick leave (Section 20862.8) of the Government Code shall be a benefit provided to each employee of this UNIT upon retirement and in accordance with the rules and regulations of PERS.

19. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Administrator and/or the City Administrator's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

20. JURY DUTY

While serving on Jury Duty, employees will still be paid by the CITY on the basis of a forty (40) hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the CITY.

21. FAMILY ILLNESS OR INJURY LEAVE

Family leave provisions are outlined in the Employee Manual dated June 1, 2001.

22. BEREAVEMENT LEAVE

Bereavement Leave shall be granted according to the provisions of the Employee Manual dated June 1, 2001.

23. LAYOFF POLICY

PURPOSE: It is recognized by the UNIT that when, due to fiscal, operational or organizational reasons, it is necessary to reduce CITY employment, such action and its implementation, except as qualified herein, shall be at the sole discretion of the CITY. When it is deemed necessary to reduce CITY employment by layoff of employees or elimination of job positions/titles, the CITY shall give the employee a minimum of 3 month notice and severance pay including all previous benefits for said 3 month period. This benefit is not available to an employee who has not successfully completed their introductory period.

- A. The CITY shall have the sole right to determine which class or classes shall be subject to layoff.
- B. RE-EMPLOYMENT: Employees laid off, or demoted in lieu of layoff, shall have a priority right of return to their prior class. This right shall remain effective for one (1) year from the date of demotion or separation from the service.

24. PAST PRACTICES

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation, or vesting of any employee rights or privileges other than those expressly stated herein.

The CITY and UNIT agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

All other past practices, standards, obligations or commitments, whether written or unwritten, are within the scope of Section 3 of this MOU.

25. SOLE AGREEMENT

- A. The policies which are collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.

- B. If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the MOU in any respect, any such change shall be effective only if, and when, reduced to writing and executed by the authorized representative of the CITY and the UNIT. Any such changes validly made shall become a part of this MOU and subject to its terms.

26. TERMS OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall remain in effect for the period of July 1, 2012, through and including July 30, 2013, or until a successor MOU is reached, unless a specific provision provides for a different commencement and/or termination date. This MOU has been ratified by both the City Council of the City of Susanville and the general membership of the Bargaining Unit.

Dated this _____ Day of _____, 2013

Rod E. De Boer, Mayor

James Moore, Representative
Professional/Technical Unit

Jared G. Hancock,
City Administrator

Dan Newton, Representative
Professional/Technical Unit

APPROVED AS TO FORM:

ATTEST:

Peter M. Talia, City Attorney

Gwenna MacDonald, City Clerk

EXHIBIT "A"

Professional-Technical
Position Classification Schedule
July 1, 2012 through June 30, 2013

<u>Position</u>	<u>Range</u>
Building Inspector/Code Enforcement Officer I	136
Administrative Assistant	138
Building Inspector/Code Enforcement Officer II	138
Planning Technician I	138
Assistant Engineer I	140
Building Permit Technician	140
Planning Technician II	140
Office Manager	140
Assistant Engineer II	144
Associate Planner	144
Senior Planner	144
Accounting Manager	146
Assistant to the Public Works Director	146
Project Manager	146
Senior Building Inspector/Deputy Building Official	148
Police Lieutenant	152
City Clerk	152
City Planner	152
Police Lieutenant II	153
Fire Battalion Chief, Base	154
Police Lieutenant III	154
Fire Battalion Chief, 2.5%	155
Police Captain	155
Finance Manager	156
Fire Battalion Chief, 5%	156
Building Official	157
Engineer	160

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
2012-2013 PROFESSIONAL TECHNICAL MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	604.18	634.39	666.11	699.42	734.39	771.11	809.67
102	619.29	650.26	682.77	716.91	752.76	790.40	829.92
103	634.39	666.11	699.42	734.39	771.11	809.67	850.15
104	650.26	682.77	716.91	752.76	790.40	829.92	871.42
105	666.11	699.42	734.39	771.11	809.67	850.15	892.66
106	682.77	716.91	752.76	790.40	829.92	871.42	914.99
107	699.42	734.39	771.11	809.67	850.15	892.66	937.29
108	716.91	752.76	790.40	829.92	871.42	914.99	960.74
109	734.39	771.11	809.67	850.15	892.66	937.29	984.15
110	752.76	790.40	829.92	871.42	914.99	960.74	1,008.78
111	771.11	809.67	850.15	892.66	937.29	984.15	1,033.36
112	790.40	829.92	871.42	914.99	960.74	1,008.78	1,059.22
113	809.67	850.15	892.66	937.29	984.15	1,033.36	1,085.03
114	829.92	871.42	914.99	960.74	1,008.78	1,059.22	1,112.18
115	850.15	892.66	937.29	984.15	1,033.36	1,085.03	1,139.28
116	871.42	914.99	960.74	1,008.78	1,059.22	1,112.18	1,167.79
117	892.66	937.29	984.15	1,033.36	1,085.03	1,139.28	1,196.24
118	914.99	960.74	1,008.78	1,059.22	1,112.18	1,167.79	1,226.18
119	937.29	984.15	1,033.36	1,085.03	1,139.28	1,196.24	1,256.05
120	960.74	1,008.78	1,059.22	1,112.18	1,167.79	1,226.18	1,287.49
121	984.15	1,033.36	1,085.03	1,139.28	1,196.24	1,256.05	1,318.85
122	1,008.78	1,059.22	1,112.18	1,167.79	1,226.18	1,287.49	1,361.86
123	1,033.36	1,085.03	1,139.28	1,196.24	1,256.05	1,318.85	1,384.79
124	1,059.22	1,112.18	1,167.79	1,226.18	1,287.49	1,351.86	1,419.43
125	1,085.03	1,139.28	1,196.24	1,256.05	1,318.85	1,384.79	1,454.03
126	1,112.18	1,167.79	1,226.18	1,287.49	1,351.86	1,419.43	1,490.40
127	1,139.28	1,196.24	1,256.05	1,318.85	1,384.79	1,454.03	1,526.73
128	1,167.79	1,226.18	1,287.49	1,351.86	1,419.43	1,490.40	1,564.92
129	1,196.24	1,256.05	1,318.85	1,384.79	1,454.03	1,526.73	1,603.07
130	1,226.18	1,287.49	1,351.86	1,419.43	1,490.40	1,564.92	1,643.17
131	1,256.05	1,318.85	1,384.79	1,454.03	1,526.73	1,603.07	1,683.22
132	1,287.49	1,351.86	1,419.43	1,490.40	1,564.92	1,643.17	1,725.33
133	1,318.85	1,384.79	1,454.03	1,526.73	1,603.07	1,683.22	1,767.39
134	1,351.86	1,419.43	1,490.40	1,564.92	1,643.17	1,725.33	1,811.59
135	1,384.79	1,454.03	1,526.73	1,603.07	1,683.22	1,767.39	1,855.75
136	1,419.43	1,490.40	1,564.92	1,643.17	1,725.33	1,811.59	1,902.17
137	1,454.03	1,526.73	1,603.07	1,683.22	1,767.39	1,855.75	1,948.54
138	1,490.40	1,564.92	1,643.17	1,725.33	1,811.59	1,902.17	1,997.28
139	1,526.73	1,603.07	1,683.22	1,767.39	1,855.75	1,948.54	2,045.97
140	1,564.92	1,643.17	1,725.33	1,811.59	1,902.17	1,997.28	2,097.14
141	1,603.07	1,683.22	1,767.39	1,855.75	1,948.54	2,045.97	2,148.27
142	1,643.17	1,725.33	1,811.59	1,902.17	1,997.28	2,097.14	2,202.00
143	1,683.22	1,767.39	1,855.75	1,948.54	2,045.97	2,148.27	2,255.68
144	1,725.33	1,811.59	1,902.17	1,997.28	2,097.14	2,202.00	2,312.10
145	1,767.39	1,855.75	1,948.54	2,045.97	2,148.27	2,255.68	2,368.46
146	1,811.59	1,902.17	1,997.28	2,097.14	2,202.00	2,312.10	2,427.71
147	1,855.75	1,948.54	2,045.97	2,148.27	2,255.68	2,368.46	2,486.88
148	1,902.17	1,997.28	2,097.14	2,202.00	2,312.10	2,427.71	2,549.10
149	1,948.54	2,045.97	2,148.27	2,255.68	2,368.46	2,486.88	2,611.22
150	1,997.28	2,097.14	2,202.00	2,312.10	2,427.71	2,549.10	2,676.55
151	2,045.97	2,148.27	2,255.68	2,368.46	2,486.88	2,611.22	2,741.78
152	2,097.14	2,202.00	2,312.10	2,427.71	2,549.10	2,676.55	2,810.38
153	2,148.27	2,255.68	2,368.46	2,486.88	2,611.22	2,741.78	2,878.87
154	2,202.00	2,312.10	2,427.71	2,549.10	2,676.55	2,810.38	2,950.90
155	2,255.68	2,368.46	2,486.88	2,611.22	2,741.78	2,878.87	3,022.81
156	2,312.10	2,427.71	2,549.10	2,676.55	2,810.38	2,950.90	3,098.44
157	2,368.46	2,486.88	2,611.22	2,741.78	2,878.87	3,022.81	3,173.95
158	2,427.71	2,549.10	2,676.55	2,810.38	2,950.90	3,098.44	3,253.36
159	2,486.88	2,611.22	2,741.78	2,878.87	3,022.81	3,173.95	3,332.65
160	2,549.10	2,676.55	2,810.38	2,950.90	3,098.44	3,253.36	3,416.03
161	2,611.22	2,741.78	2,878.87	3,022.81	3,173.95	3,332.65	3,499.28
162	2,676.55	2,810.38	2,950.90	3,098.44	3,253.36	3,416.03	3,586.83
163	2,741.78	2,878.87	3,022.81	3,173.95	3,332.65	3,499.28	3,674.24
164	2,810.38	2,950.90	3,098.44	3,253.36	3,416.03	3,586.83	3,766.17
165	2,878.87	3,022.81	3,173.95	3,332.65	3,499.28	3,674.24	3,857.95
166	2,950.90	3,098.44	3,253.36	3,416.03	3,586.83	3,766.17	3,954.48
167	3,022.81	3,173.95	3,332.65	3,499.28	3,674.24	3,857.95	4,050.85
168	3,098.44	3,253.36	3,416.03	3,586.83	3,766.17	3,954.48	4,152.20
169	3,173.95	3,332.65	3,499.28	3,674.24	3,857.95	4,050.85	4,253.39
170	3,253.36	3,416.03	3,586.83	3,766.17	3,954.48	4,152.20	4,359.81
171	3,332.65	3,499.28	3,674.24	3,857.95	4,050.85	4,253.39	4,466.06
172	3,416.03	3,586.83	3,766.17	3,954.48	4,152.20	4,359.81	4,577.80
173	3,499.28	3,674.24	3,857.95	4,050.85	4,253.39	4,466.06	4,689.36
174	3,586.83	3,766.17	3,954.48	4,152.20	4,359.81	4,577.80	4,806.69
175	3,674.24	3,857.95	4,050.85	4,253.39	4,466.06	4,689.36	4,923.83
176	3,766.17	3,954.48	4,152.20	4,359.81	4,577.80	4,806.69	5,047.03
177	3,857.95	4,050.85	4,253.39	4,466.06	4,689.36	4,923.83	5,170.02
178	3,954.48	4,152.20	4,359.81	4,577.80	4,806.69	5,047.03	5,299.37
179	4,050.85	4,253.39	4,466.06	4,689.36	4,923.83	5,170.02	5,428.52
180	4,152.20	4,359.81	4,577.80	4,806.69	5,047.03	5,299.37	5,564.34
181	4,253.39	4,466.06	4,689.36	4,923.83	5,170.02	5,428.52	5,699.95
182	4,359.81	4,577.80	4,806.69	5,047.03	5,299.37	5,564.34	5,842.56
183	4,466.06	4,689.36	4,923.83	5,170.02	5,428.52	5,699.95	5,984.95
184	4,577.80	4,806.69	5,047.03	5,299.37	5,564.34	5,842.56	6,134.69
185	4,689.36	4,923.83	5,170.02	5,428.52	5,699.95	5,984.95	6,284.20
186	4,806.69	5,047.03	5,299.37	5,564.34	5,842.56	6,134.69	6,441.42
187	4,923.83	5,170.02	5,428.52	5,699.95	5,984.95	6,284.20	6,598.41
188	5,047.03	5,299.37	5,564.34	5,842.56	6,134.69	6,441.42	6,763.49
189	5,170.02	5,428.52	5,699.95	5,984.95	6,284.20	6,598.41	6,928.33
190	5,299.37	5,564.34	5,842.56	6,134.69	6,441.42	6,763.49	7,101.66
191	5,428.52	5,699.95	5,984.95	6,284.20	6,598.41	6,928.33	7,274.75
192	5,564.34	5,842.56	6,134.69	6,441.42	6,763.49	7,101.66	7,456.75
193	5,699.95	5,984.95	6,284.20	6,598.41	6,928.33	7,274.75	7,638.48
194	5,842.56	6,134.69	6,441.42	6,763.49	7,101.66	7,456.75	7,829.58
195	5,984.95	6,284.20	6,598.41	6,928.33	7,274.75	7,638.48	8,020.40
196	6,134.69	6,441.42	6,763.49	7,101.66	7,456.75	7,829.58	8,221.06
197	6,284.20	6,598.41	6,928.33	7,274.75	7,638.48	8,020.40	8,421.42
198	6,441.42	6,763.49	7,101.66	7,456.75	7,829.58	8,221.06	8,632.12
199	6,598.41	6,928.33	7,274.75	7,638.48	8,020.40	8,421.42	8,842.49
200	6,763.49	7,101.66	7,456.75	7,829.58	8,221.06	8,632.12	9,063.72

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR THE
CITY OF SUSANVILLE
AND THE
SUSANVILLE PEACE OFFICERS ASSOCIATION

July 1, 2012 through and including June 30, 2013

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1 **INTRODUCTION**

The City of Susanville, hereinafter called the CITY, and the Susanville Peace Officers Association, hereinafter called the ASSOCIATION, having met and conferred in good faith, have entered into this Memorandum of Understanding establishing wages, hours, and other terms and conditions of employment.

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of California Government Code Section 3500.

2 **EMPLOYEE RIGHTS**

Employees of the CITY of Susanville have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation.

As Public Safety Officers under California Law, the members of the Susanville Peace Officers Association are protected by the *PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS* and are entitled to exercise the rights enumerated in California Government Code Sections 3302 through 3309, inclusive.

3 **CITY RIGHTS**

A The CITY retains the right, subject to and in accordance with applicable laws and the provisions of this MOU to

- 1 direct employees in the performance of their duties;
- 2 hire, promote, transfer, assign, and discipline employees;
- 3 dismiss employees because of lack of work, or in accordance with personnel rules and regulations;
- 4 determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions, or employees, assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work; and
- 5 take whatever action may be appropriate to carry out its mission in situations of emergency.

B In addition, the CITY specifically retains all the rights, subject to the provisions of this MOU, to take whatever actions and set whatever policies it deems appropriate.

C This section will not operate to deny any employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act.

4 **NON-DISCRIMINATION**

The CITY and the ASSOCIATION agree not to discriminate against any employees in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice versa.

5 **UNIT RECOGNITION**

A Acknowledgment: The CITY agrees to acknowledge the Susanville Peace Officers Association as the only recognized employee organization representing the non-management employees itemized in Section 6 so long as said ASSOCIATION maintains the dues-paying membership of a majority of the employees within the unit as described within Section 6.

B Payroll Deduction/Dues: For those Unit employees itemized in Section 6, the CITY will deduct from their wages the regular monthly dues. Such dues shall be deducted and transmitted to the ASSOCIATION upon voluntary, revocable, written authorization of the Unit employee in a manner complying with legal requirements. Written authorization forms will be provided by the CITY.

6 **UNIT DESCRIPTION**

This unit shall consist of all regular full-time or probationary employees of the CITY of Susanville's Police Department which are specifically enumerated below:

A **Sworn Unit Members**
Police Sergeant
Police Officer

7 **SALARY SCALE, MERIT STEP INCREASES AND PAY PERIOD**

Outlined below are the salaries for all employees covered under this MOU.

A Pay Period: Pay periods will conform to 26 pay periods within a full year with pay day occurring every other Friday.

B Salaries:

i) For the period July 1, 2012 through June 30, 2013 shall be as shown in Exhibit "B" of the City of Susanville Global Range and Step Matrix.

C Merit Pay: In order to receive a salary step increase the employee shall demonstrate that they merit such increase as shown by the annual performance review. The performance review shall be rated "Meets job Requirements +" or a numerical rating of 3.10 or above to qualify for merit increase.

D Longevity: When an employee has been at Step E for two years, he/she may according to merit, move to step F. If the employee remains in the same classification for two additional years he/she may according to merit go to Step G. Merit increases will not be automatic and will be based upon merit as evidenced by the most recent performance evaluation. Merit increases will be limited to one per fiscal year.

- E Performance Evaluations: If an employee is not given a job performance evaluation within sixty days of the employee's evaluation anniversary date, and there are no current counseling letters or pending disciplinary actions, it will be deemed that the employee was at a "meets" or "exceeds" performance level or higher at the time of the anniversary date and will be granted an appropriate increase, based on merit, retroactive to the anniversary date.
- F Speciality Pay: When an employee who is certified as a Field Training Officer is assigned to perform those duties, they shall receive a speciality pay of \$50 per week. Members who are Detectives or S.W.A.T. members shall receive an increase of 2.5%, effective November 1, 2004.

8 **IRS SECTION 125 PLAN, DEFERRED COMPENSATION**

- A The City agrees to establish an IRS Section 125 Plan for employees use.
- B The City will contribute \$65 per month as a contribution to an employees Section 125 plan; or
- C The City will match on a dollar for dollar basis contributions to a deferred compensation plan with a maximum contribution of \$65 per month.

9 **UNIFORMS**

- A The CITY shall provide each employee in this unit with a uniform allowance of \$450.00 each June and \$450.00 each December of this MOU . The allowance is for the purpose of purchase, maintenance and off-duty care of uniforms and associated gear and equipment.
- B There will be a one-time purchase by the CITY of a cold-weather coat and boots for each member of the Unit. All coats purchased shall be uniform in appearance. The maximum CITY expense shall be \$250.00 per employee, although that amount may be supplemented by the employee at the employee's discretion. New employees shall receive no more than \$350.00 for cold-weather coat and boots.

10 **RETIREMENT**

- A Sworn Personnel: The CITY shall make contributions for each eligible sworn employee under its existing retirement program to the Public Employees Retirement System as follows:

All of City share and all of Employee share for 3% at 50, single highest year. New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340 / PEPRA.

11 **WORK SCHEDULE**

- A Work Period: The work period for this unit shall consist of fourteen (14) days with the work period beginning at midnight Friday and ending at midnight Friday within a 14-day work period.

- B Work Week: A 40-hour work week shall constitute a regular work schedule for this unit unless the needs of the CITY require an alteration of the schedule because of emergencies, budgetary reasons, or in order to accommodate temporary schedule adjustments. The needs of the CITY will be paramount when making assignments under the 40-hour work week.
- C Alternate Work Schedules: The Chief of Police may implement alternative work schedules he deems beneficial to the department.
- D In December 2004, an alternative work schedule was implemented and considered successful after a six months trial period. The alternative work schedule is:

207(k) Work Schedule Employees assigned to the 207 (k) 7/12 work schedule shall work three twelve hour workdays in one seven day period and four twelve hour workdays in the next seven day period. Overtime shall be paid after twelve hours worked per day and after eighty four hours worked per pay period. Supervisory staff may send an employee home any time in a fourteen day work period for a minimum of two hours, not to exceed four hours.

4/40 Work Schedule Employees shall work eight ten hour days in a fourteen day work period, in a four and four configuration. Overtime shall be paid after ten hours worked per day and after eighty hours per pay period.

12 **HOLIDAYS**

- A The holidays listed in the Employee Manual will be recognized as eight (8) hour holidays during the period of this Offer. When holidays will be celebrated by this unit shall be specified each July by the City Administrator.
- B The holidays will be considered as a single block of time to be credited to the employee in the month they occur. This time is to be used in lieu of holidays. Holiday time will normally be taken in the month that the holiday occurs. However, the time at which the employee shall be granted holiday time is at the discretion of the Department Head. The employee's preference will be taken into account, as far as possible, with requests that may be denied justified in writing to the requesting employee. The predominant factor considered will be the CITY's needs which may include, but not be limited to:

No holiday time shall be granted off if it requires a regular officer to be rescheduled to work that time period at the time and one-half rate.

No holiday time shall be granted off if an officer/sergeant has to be called back from a scheduled vacation or is attending school. Total number of hours credited to each employee of this unit will be the 14 holidays listed in paragraph A. Requests for holiday time may be made at any time to the supervising officer, but in a reasonable time to provide a written response if conditions require a denial.

Employees will be expected to take holiday leave whenever possible, however unused holiday leave up to a maximum of 50 hours will be reimbursed at regular pay rates during the pay period closest to June 30 and up to a maximum of 50 hours will be reimbursed at regular pay rates during the pay period closest to December 31 each year.

It should be understood that should an individual terminate employment with unused Holiday Time, no compensation will be granted for the unused holiday time. It should be understood that if individuals have exhausted all of the Holiday Time prior to June 30th and the individual terminates employment after Holiday Time is exhausted, no pro-rated Holiday Time will be deducted from the final paycheck.

13 **OVERTIME**

- A The CITY agrees that all hours worked in excess of forty (40) hours per week, or eight (8) hours per day, including vacation time and sick leave time, or hours worked on a holiday designated in Section 12, will be counted as hours worked, and shall be compensated for at a rate of 1.5 times the regular rate of pay. Employees who have a regular day off on a holiday will receive double time if called in to work on that holiday.
- B The assignment of overtime will be at the CITY'S sole discretion and scheduled by supervisory personnel. However, the CITY shall endeavor to select, from among those employees who are qualified, those individuals who wish to work overtime.
- C The CITY shall have the right to require employees to work whenever necessary.
- D Call-back pay: Should an employee be required to make a court appearance outside of his/her regularly scheduled shift, or an off-duty day, said employee shall be compensated a minimum of four (4) hours at the straight time rate. Hours in court in excess of four (4) hours shall be compensated at time and one-half (1.5). An employee who is scheduled to make a court appearance outside his/her regularly scheduled shift, or on an off-duty day where the appearance is canceled shall receive 2 hours of regular pay if they are notified of court cancellation after 1700 the day before appearance is scheduled. An employee required to appear for duty after leaving the work site at end of shift, other than court, shall be compensated a minimum of two (2) hours at 1.5 times employee's regular rate of pay.
- E The CITY shall grant either pay for overtime pursuant to Section 13.A. or compensatory time off at the rate of 1.5 times the number of overtime hours worked. The time at which the employee shall be granted compensatory time is at the discretion of the Department Head. The employee's preference will be taken into account, as far as possible, with requests that may be denied justified in writing to the requesting employee.

No compensatory time shall be granted off if it requires a regular officer to be re-scheduled to work that time period at the time and one-half rate.

No compensatory time shall be granted off if an officer/sergeant has to be called back from a scheduled vacation or is attending school.

Requests for compensatory time off may be made at any time to the supervising officer, but in a reasonable time to provide a written response if conditions require a denial.

No employee shall accrue more than 240 hours of compensatory time off. Employee may request a cash payment of up to 80 hours per fiscal year to be issued by separate check. Such check(s) may only be issued on a quarterly basis within the months of September, December, March and June with a minimum increment of ten (10) hours of compensatory time accrued.

Employees with accruals in excess of 240 hours as of July 1, 1996 shall not accrue any additional compensatory time hours until they reduce their accrual to below 240 hours. Such employees shall reduce their compensatory time accruals to 240 hours.

Where any of the above section E is found to be inconsistent with DBL guidelines, the guidelines shall be used.

- F Notwithstanding the above, a shift trade between two employees to work the other's shift, which does not add to department costs for overtime pay or compensatory time, shall be allowed provided reasonable advance notice is provided to the approving supervisor.

14 **EMPLOYEE SICK LEAVE**

- A Employees within this unit will accrue 3.69 hours sick or accident allowance for each full pay period of employment, up to a total of ninety-six (96) hours allowance per calendar year, unlimited accumulation.
- B Benefits shall be payable commencing the first day of absence due to the employee's sickness or accident.
- C Sick leave benefits are payable only for an employee's regularly scheduled work days on which he or she is off as a result of the employee's illness or accident.
- D The employee may be required, at the discretion of the CITY Administrator or the CITY Administrator's authorized representative, to furnish a doctor's certificate, or other satisfactory proof of illness or accident, after three (3) days of absence. If the employee is suspected of abusing his sick leave privileges, said requirement may be imposed after any length of absence. The CITY Administrator, or the CITY Administrator's authorized representative, may terminate or withhold said benefits if the employee fails to furnish satisfactory and non-falsified proof of illness or accident.

E Under the Public Employees Retirement System, credit for unused sick leave (Section 20965) of the Government Code shall be a benefit provided to each employee of this unit upon retirement and in accordance with the rules and regulations of PERS.

F Upon retirement from the City unused sick leave shall be capitalized at 50% of current hourly salary. This fund may be used to pay one-half of monthly health insurance premiums.

15 **MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the CITY Administrator, and/or the CITY Administrator's authorized representative, an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

16 **JURY DUTY**

While serving on Jury Duty, employees will still be paid by the CITY, on the basis of a forty (40) hour week at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the CITY.

17 **VACATION**

A Employees in this Unit shall earn vacation credit as set out in the Employee Manual.

B In order that employees obtain the maximum benefit for themselves, each vacation should be taken in a single period, if possible. It is desirable that vacations not be split to less than one calendar week.

C Vacation schedules will be arranged to avoid the necessity of work stoppage, slowing down of work, or need for additional help.

D The time at which the employee shall be granted a vacation is at the sole discretion of the Department Head. The employee's preference will be taken into account as far as possible. The predominant factor to be considered will be the CITY's needs. When possible, a vacation request should be submitted at least seven days in advance.

E Subject to the provisions of Section 17.D. above, vacation will be taken in accordance with departmental seniority regardless of classification or job assignment. For vacation scheduling purposes, departmental seniority shall be defined as full-time police department peace officer employment with no break in service.

18 **FAMILY ILLNESS LEAVE**

An employee shall be entitled to the use of up to five (5) days of accumulated sick leave in any one (1) calendar year for the purpose of providing personal care, attendance, and compassion to a member of the employee's household, or immediate family, who is

suffering from an illness. However, the necessity for the employee's presence may, at the discretion of the CITY Administrator and/or his authorized agent, be required to be verified by a doctor's certificate. The CITY shall have the authority to approve additional sick leave to be used for family sick purposes on a case-by-case basis where circumstances are justified by critical need.

For the purpose of this article, a member of the employee's immediate family is a spouse, mother, father, brother, sister, child, grandparent and grandchild of such employee, or spouse, and any family member residing in the house of the employee.

19 **HEALTH, DENTAL, VISION INSURANCE**

A. Effective February 1, 2013 the City shall pay the cost of health, dental and vision insurance premium for each employee covered under this Offer up to \$957 per month under the current plan for the 2012-2013 fiscal year only. The City will continue to research options for the best cost effective coverage, at its discretion. The City reserves the right to select, change, administer and shall have the right to select any carrier or other method of providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. Any changes in the medical coverage or other benefits will be subject to the meet and confer process prior to implementation. If the insurance provider is changed and the cost is less than \$957 per month, per employee, the City shall cap the amount of its contribution to an amount not less than 100% of cost of the new plan.

B. Retirees will be eligible to purchase health insurance under the above plan with no vesting requirement, if allowed under the current plan.

20 **LIFE INSURANCE**

The City shall provide term life coverage in the amount of \$40,000 (\$15,000 with Health Coverage and \$25,000 additional) for each employee for the term of this contract.

21 **PROFESSIONAL DEVELOPMENT PROGRAM FOR SWORN EMPLOYEES**

A Purpose: The purpose of the CITY of Susanville Police Department Professional Development Program is to increase and maintain high levels of professionalism among Police Officers in order to attain a superior quality of police service for the community, and to better equip individual Police Officers for handling complex and difficult social and community problems characteristic of modern society. Thus, the program is intended to more effectively prepare both new recruits and experienced officers to cope with the changing role of the Police Officer in today's community through broadening of his educational background and exposure.

B General Provisions: Upon receiving a degree, and/or an appropriate level certificate issued by the California Commission on Peace Officers' Standards and Training (POST), a salary increase based on the attached schedule will be permanently added to the officer's base pay. In order to receive the educational incentive, an officer must have satisfactorily completed appropriate course requirements, with a grade average of "C" or better, in college course work.

C Eligibility Requirements: To be eligible for participation in the program, Police Officers must have met the following requirements:

- 1 Each applicant must have satisfactorily completed the entry-level probationary period, and have attained regular status.
- 2 Applicants must be classified as Police Officer or Police Sergeant.
- 3 Each Police Officer, who plans to participate in the program, must advise the CITY Administrator, through the Chief of Police, on the appropriate forms.
- 4 The Police Officer must have received a degree from an accredited college, or university, and have been in a program which leads to an Associate or Bachelor's Degree in Police Science, Public Administration, or an approved closely related field.

D Program Incentive: Upon completion of each degree level requirement (or equivalent requirements for the AA Degree for those pursuing a Bachelor's Degree and/or the required POST Certificate) and submittal of the necessary forms, the appropriate salary incentive will be added to the permanent base pay for the Officer such that, upon completion of the Associate or Bachelor Degree and/or completion of the appropriate POST Certificate, an Officer can receive a permanent pay increase of 2.5% or 5%, respectively, over and above the base pay for the classification shown in the current pay plan. The following criteria outlines the requirement at each level.

Upon receiving a degree or appropriate certificates issued by POST, a permanent increase will be added to the base pay:

BASE SALARY	BASE + 2.5% REG FULL-TIME	BASE + 5% REG FULL-TIME
	AA or AS Degree or Intermediate POST	BA or BS Degree Advanced POST

Incentive pay based on POST certificates will be retroactive to the date of application as certified by the Chief of Police.

E Responsibilities and Duties: Each Officer participating in the program is responsible for informing the Chief of Police and the CITY Administrator of his degrees and/or certificates from POST. Officers are responsible to handle all matters pertaining to the college or university and are required to have academic transcripts and records of achievement submitted through the Police Chief. Keeping in mind that the purpose of the program is to encourage the professional development of the Susanville Police Department, through attainment of higher education, each Officer participating in the program should commit himself to work as quickly as feasible toward completion of the requirements of the degree sought.

F. Continuing Education: The City will reimburse employees for the cost of books and tuition, not to exceed \$700 per calendar year for job related training with an

intended goal (that has received approval of the Police Chief and the City Administrator prior to enrollment) upon successful completion of each course with a passing grade. There will be no overtime pay granted to attend training, nor will there be travel and subsistence pay.

22 **PAST PRACTICES**

Nothing contained in this MOU shall be interpreted as to imply, or permit the invocation of past practice, or tradition, or accumulation, or vesting of any employee rights or privileges, other than those expressly stated herein.

The CITY and ASSOCIATION agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees, which are expressly stated herein, shall be in full force and effect during the term of this MOU.

23 **GRIEVANCE/DISCIPLINE PROCEDURES**

Grievance and Discipline policies and procedures may be found in the Employee Handbook.

24 **SOLE AGREEMENT**

A The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.

B If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the MOU in any respect, any such change shall be effective only if, and when, reduced to writing and executed by the authorized representatives of the CITY and the ASSOCIATION. Any such changes validly made shall become a part of this MOU and subject to its terms.

C The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

D In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable, or illegal, that policy, or set of policies, shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.

Should a policy within the MOU become void as outlined above, either the CITY or the ASSOCIATION may institute the Meet and Confer process in regard to instituting a substitute item.

25 **TERMS OF THE MEMORANDUM OF UNDERSTANDING**

This MOU shall remain in effect for the period of July 1, 2012 through and including June 30, 2013, or until a successor agreement is reached, unless a specific provision provides for a different commencement and/or termination date.

The provisions of this MOU shall not be altered, amended or added to except by the mutual written agreement of the CITY and the ASSOCIATION. Either party may request the other to consider changes in provisions of the MOU: such request shall be in writing. Neither party is, however, obligated to agree to re-initiate the Meet and Confer process unless specific provisions of the Federal Fair Standards Act and/or health, Dental and Vision Insurance Plan are amended to impact or alter the provisions of this MOU.

Dated: _____

For the CITY of Susanville

For the Susanville Peace Officers Assoc.

Rod E. De Boer, Mayor

Michael Lyon

Jared G. Hancock, City Administrator

Officer Alan Inman, Representative

Officer Garrett Smith, Representative

ATTEST

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Peter Talia, City Attorney

Exhibit A

POLICE OFFICERS ASSOCIATION
Fiscal Year 2012-2013
Salary Range

<u>POSITION</u>	<u>RANGE</u>
Police Officer -- Base	136
Police Officer -- 2.5% Incentive	137
Police Officer -- 5.0% Incentive	138
Police Sergeant -- Base	143
Police Sergeant -- 2.5% Incentive	144
Police Sergeant -- 5.0% Incentive	145

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX

2012-2013 SPOA MOU

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	604.18	634.39	666.11	699.42	734.39	771.11	809.67
102	619.29	650.26	682.77	716.91	752.76	790.40	829.92
103	634.39	666.11	699.42	734.39	771.11	809.67	850.15
104	650.26	682.77	716.91	752.76	790.40	829.92	871.42
105	666.11	699.42	734.39	771.11	809.67	850.15	892.66
106	682.77	716.91	752.76	790.40	829.92	871.42	914.99
107	699.42	734.39	771.11	809.67	850.15	892.66	937.29
108	716.91	752.76	790.40	829.92	871.42	914.99	960.74
109	734.39	771.11	809.67	850.15	892.66	937.29	984.15
110	752.76	790.40	829.92	871.42	914.99	960.74	1,008.78
111	771.11	809.67	850.15	892.66	937.29	984.15	1,033.36
112	790.40	829.92	871.42	914.99	960.74	1,008.78	1,059.22
113	809.67	850.15	892.66	937.29	984.15	1,033.36	1,085.03
114	829.92	871.42	914.99	960.74	1,008.78	1,059.22	1,112.18
115	850.15	892.66	937.29	984.15	1,033.36	1,085.03	1,139.28
116	871.42	914.99	960.74	1,008.78	1,059.22	1,112.18	1,167.79
117	892.66	937.29	984.15	1,033.36	1,085.03	1,139.28	1,196.24
118	914.99	960.74	1,008.78	1,059.22	1,112.18	1,167.79	1,226.18
119	937.29	984.15	1,033.36	1,085.03	1,139.28	1,196.24	1,256.05
120	960.74	1,008.78	1,059.22	1,112.18	1,167.79	1,226.18	1,287.49
121	984.15	1,033.36	1,085.03	1,139.28	1,196.24	1,256.05	1,318.85
122	1,008.78	1,059.22	1,112.18	1,167.79	1,226.18	1,287.49	1,351.86
123	1,033.36	1,085.03	1,139.28	1,196.24	1,256.05	1,318.85	1,384.79
124	1,059.22	1,112.18	1,167.79	1,226.18	1,287.49	1,351.86	1,419.43
125	1,085.03	1,139.28	1,196.24	1,256.05	1,318.85	1,384.79	1,454.03
126	1,112.18	1,167.79	1,226.18	1,287.49	1,351.86	1,419.43	1,490.40
127	1,139.28	1,196.24	1,256.05	1,318.85	1,384.79	1,454.03	1,526.73
128	1,167.79	1,226.18	1,287.49	1,351.86	1,419.43	1,490.40	1,564.92
129	1,196.24	1,256.05	1,318.85	1,384.79	1,454.03	1,526.73	1,603.07
130	1,226.18	1,287.49	1,351.86	1,419.43	1,490.40	1,564.92	1,643.17
131	1,256.05	1,318.85	1,384.79	1,454.03	1,526.73	1,603.07	1,683.22
132	1,287.49	1,351.86	1,419.43	1,490.40	1,564.92	1,643.17	1,725.33
133	1,318.85	1,384.79	1,454.03	1,526.73	1,603.07	1,683.22	1,767.38
134	1,351.86	1,419.43	1,490.40	1,564.92	1,643.17	1,725.33	1,811.59
135	1,384.79	1,454.03	1,526.73	1,603.07	1,683.22	1,767.38	1,855.75
136	1,419.43	1,490.40	1,564.92	1,643.17	1,725.33	1,811.59	1,902.17
137	1,454.03	1,526.73	1,603.07	1,683.22	1,767.38	1,855.75	1,948.54
138	1,490.40	1,564.92	1,643.17	1,725.33	1,811.59	1,902.17	1,997.28
139	1,526.73	1,603.07	1,683.22	1,767.38	1,855.75	1,948.54	2,045.97
140	1,564.92	1,643.17	1,725.33	1,811.59	1,902.17	1,997.28	2,097.14
141	1,603.07	1,683.22	1,767.38	1,855.75	1,948.54	2,045.97	2,148.27
142	1,643.17	1,725.33	1,811.59	1,902.17	1,997.28	2,097.14	2,202.00
143	1,683.22	1,767.38	1,855.75	1,948.54	2,045.97	2,148.27	2,256.68
144	1,725.33	1,811.59	1,902.17	1,997.28	2,097.14	2,202.00	2,312.10
145	1,767.38	1,855.75	1,948.54	2,045.97	2,148.27	2,256.68	2,368.46
146	1,811.59	1,902.17	1,997.28	2,097.14	2,202.00	2,312.10	2,427.71
147	1,855.75	1,948.54	2,045.97	2,148.27	2,256.68	2,368.46	2,488.88
148	1,902.17	1,997.28	2,097.14	2,202.00	2,312.10	2,427.71	2,549.10
149	1,948.54	2,045.97	2,148.27	2,256.68	2,368.46	2,488.88	2,611.22
150	1,997.28	2,097.14	2,202.00	2,312.10	2,427.71	2,549.10	2,676.55
151	2,045.97	2,148.27	2,256.68	2,368.46	2,488.88	2,611.22	2,741.78
152	2,097.14	2,202.00	2,312.10	2,427.71	2,549.10	2,676.55	2,810.38
153	2,148.27	2,256.68	2,368.46	2,488.88	2,611.22	2,741.78	2,878.87
154	2,202.00	2,312.10	2,427.71	2,549.10	2,676.55	2,810.38	2,950.90
155	2,256.68	2,368.46	2,488.88	2,611.22	2,741.78	2,878.87	3,022.81
156	2,312.10	2,427.71	2,549.10	2,676.55	2,810.38	2,950.90	3,098.44
157	2,368.46	2,488.88	2,611.22	2,741.78	2,878.87	3,022.81	3,173.95
158	2,427.71	2,549.10	2,676.55	2,810.38	2,950.90	3,098.44	3,253.36
159	2,488.88	2,611.22	2,741.78	2,878.87	3,022.81	3,173.95	3,332.65
160	2,549.10	2,676.55	2,810.38	2,950.90	3,098.44	3,253.36	3,416.03
161	2,611.22	2,741.78	2,878.87	3,022.81	3,173.95	3,332.65	3,499.28
162	2,676.55	2,810.38	2,950.90	3,098.44	3,253.36	3,416.03	3,586.83
163	2,741.78	2,878.87	3,022.81	3,173.95	3,332.65	3,499.28	3,674.24
164	2,810.38	2,950.90	3,098.44	3,253.36	3,416.03	3,586.83	3,766.17
165	2,878.87	3,022.81	3,173.95	3,332.65	3,499.28	3,674.24	3,857.95
166	2,950.90	3,098.44	3,253.36	3,416.03	3,586.83	3,766.17	3,954.48
167	3,022.81	3,173.95	3,332.65	3,499.28	3,674.24	3,857.95	4,050.85
168	3,098.44	3,253.36	3,416.03	3,586.83	3,766.17	3,954.48	4,152.20
169	3,173.95	3,332.65	3,499.28	3,674.24	3,857.95	4,050.85	4,253.39
170	3,253.36	3,416.03	3,586.83	3,766.17	3,954.48	4,152.20	4,359.81
171	3,332.65	3,499.28	3,674.24	3,857.95	4,050.85	4,253.39	4,466.06
172	3,416.03	3,586.83	3,766.17	3,954.48	4,152.20	4,359.81	4,577.80
173	3,499.28	3,674.24	3,857.95	4,050.85	4,253.39	4,466.06	4,689.36
174	3,586.83	3,766.17	3,954.48	4,152.20	4,359.81	4,577.80	4,806.69
175	3,674.24	3,857.95	4,050.85	4,253.39	4,466.06	4,689.36	4,923.83
176	3,766.17	3,954.48	4,152.20	4,359.81	4,577.80	4,806.69	5,047.03
177	3,857.95	4,050.85	4,253.39	4,466.06	4,689.36	4,923.83	5,170.02
178	3,954.48	4,152.20	4,359.81	4,577.80	4,806.69	5,047.02	5,293.37
179	4,050.85	4,253.39	4,466.06	4,689.36	4,923.83	5,170.02	5,428.52
180	4,152.20	4,359.81	4,577.80	4,806.69	5,047.02	5,293.37	5,564.34
181	4,253.39	4,466.06	4,689.36	4,923.83	5,170.02	5,428.52	5,699.95
182	4,359.81	4,577.80	4,806.69	4,923.83	5,170.02	5,428.52	5,842.56
183	4,466.06	4,689.36	4,923.83	5,047.02	5,293.37	5,564.34	5,984.95
184	4,577.80	4,806.69	4,923.83	5,170.02	5,428.52	5,699.95	6,134.69
185	4,689.36	4,923.83	5,047.02	5,293.37	5,564.34	5,842.56	6,284.20
186	4,806.69	5,047.02	5,293.37	5,428.52	5,699.95	6,134.69	6,441.42
187	4,923.83	5,170.02	5,428.52	5,699.95	5,984.95	6,284.20	6,598.41
188	5,047.02	5,293.37	5,564.34	5,842.56	6,134.69	6,441.42	6,763.49
189	5,170.02	5,428.52	5,699.95	5,984.95	6,284.20	6,598.41	6,928.33
190	5,293.37	5,564.34	5,842.56	6,134.69	6,441.42	6,763.49	7,101.66
191	5,428.52	5,699.95	5,984.95	6,284.20	6,598.41	6,928.33	7,274.76
192	5,564.34	5,842.56	6,134.69	6,441.42	6,763.49	7,101.66	7,456.75
193	5,699.95	5,984.95	6,284.20	6,598.41	6,928.33	7,274.76	7,638.48
194	5,842.56	6,134.69	6,441.42	6,763.49	7,101.66	7,456.75	7,829.58
195	5,984.95	6,284.20	6,598.41	6,928.33	7,274.76	7,638.48	8,020.40
196	6,134.69	6,441.42	6,763.49	7,101.66	7,456.75	7,829.58	8,221.06
197	6,284.20	6,598.41	6,928.33	7,274.76	7,638.48	8,020.40	8,421.42
198	6,441.42	6,763.49	7,101.66	7,456.75	7,829.58	8,221.06	8,632.12
199	6,698.41	6,928.33	7,274.76	7,638.48	8,020.40	8,421.42	8,842.49
200	6,763.49	7,101.66	7,456.75	7,829.58	8,221.06	8,632.12	9,063.72

Reviewed by: ~~EA~~ City Administrator
~~MA~~ City Attorney

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Ted Friedline, Fire Chief

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Amending Fire Department Job Descriptions

PRESENTED BY: Ted Friedline, Fire Chief

SUMMARY: Attached for the City Council's consideration and approval are the revised job descriptions for Firefighter I and II, Fire Apparatus Engineer and Fire Captain. The amendments reflect recent changes in the California Office of the State Fire Marshal course updates for certification requirements, and will provide individuals working in fire service to attain a higher level of education. The proposed changes are indicated by italics for added language, and strikethrough of language that will be removed.

FISCAL IMPACT: None

ACTION REQUESTED: Approve changes to fire department job descriptions

ATTACHMENTS: Job Descriptions:

- Firefighter I
- Firefighter II
- Fire Apparatus Engineer
- Fire Captain

FIRE FIGHTER I

DEFINITION:

Under supervision, fights fires and participates in fire prevention activities in protecting life and property; operates and maintains firefighting and rescue equipment, and fire stations; and does related work as required.

EXAMPLES OF DUTIES:

Responds to fire, rescue, medical and other emergency incidents.

Lays supply and suppression hose lines and operates nozzle to direct stream of water on fire.

Raises, lowers, and climbs ladders.

Performs overhaul and salvage operations.

Operates rescue and EMS equipment.

Operates radio, telephone and computer equipment.

Administers first aid.

Cleans and assists in testing of fire hoses and pumping apparatus.

Answers general questions from the public and assists in other community projects.

Cleans station quarters and equipment and maintains a clean and orderly condition in and about the fire house.

Studies Fire Department rules and regulations, public education and prevention practices, and fire fighting techniques.

Participates in fire drills and training exercises.

Assists in fire prevention inspections.

May be required to respond to emergency calls during non-duty hours.

Serves as Acting Fire Engineer as assigned.

Performs preliminary fire cause investigations.

DESIRABLE QUALIFICATIONS:

Knowledge of:

Street system, the physical lay out of the City, and the location of fire hydrants.

Fire fighting methods and techniques.

First aid.

Ability to:

Establish and maintain effective working relationships with department and other city employees and the general public.

Understand and follow oral and written instructions quickly and correctly.

Operate fire equipment and apparatus.

Write clear, concise and accurate reports.

Experience:

~~Three~~ *Two* years of fire fighting experience as a volunteer; or ~~two years~~ *one year* experience in a full time department.

Education:

High school diploma or equivalent. Equivalent to completion of California State Fire Marshal Fire Fighter I certificate; ~~prefer 30 college credits in fire science or fire administration.~~ EMT I/~~Medical First Responder preferred within one year~~ *required within one year.*

NECESSARY SPECIAL REQUIREMENT:

Possession of an appropriate California Class B operators license issued by the State Department of Motor Vehicles.

Current CPR card.

ICS 100, 200

Hazmat FRO

NIMS 700

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; use hands to finger, handle, or feel objects, tools, or controls, and reach with hands and arms. The employee is also frequently required to walk, climb or balance, stoop, kneel, crouch, or crawl, and talk and hear.

The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 50 pounds, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions and is regularly exposed to wet and/or humid conditions. The employee frequently works in high, precarious places and is frequently exposed to extreme heat, risk of electrical shock, and vibration. The employee occasionally works near moving mechanical parts and with explosives and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, and risk of radiation.

The noise level in the work environment is occasionally loud.

While performing the medical portion of the requirements of this job class, the employee is potentially exposed to infectious diseases.

FIRE FIGHTER II

DEFINITION AND SUMMARY:

This job class exercises responsibility for the protection of life and property through the effective performance and implementation of fire suppression, prevention, rescue, and first aid practices and methods. Employees assigned to this job class are exposed to potentially life threatening situations which may be unpredictable in nature.

This job class operates and maintains fire pumping engines, apparatus, rescue and other fire fighting equipment; drives and positions fire apparatus and other equipment at proper locations to facilitate fire fighting efforts; fights fires and administers first aid; performs fire prevention and inspection work; and participates in fire drills and training operations as required.

EXAMPLE OF DUTIES AND RESPONSIBILITIES:

Tasks to be performed in this job class are as follows, other duties not specifically mentioned may be assigned as necessary.

Responds to alarms and other emergency calls. Selects route to be taken to the fire; drives and positions fire apparatus and other fire vehicles in proper location for efficient operation; selects hose nozzle, depending on type of fire, lays hose line and directs stream of water or chemicals onto fire.

Operates fire pumping engines and other fire suppression equipment.

Positions, raises, and climbs ladders to gain access to upper levels of buildings or to assist individuals from burning structures.

Creates openings in buildings for ventilation or entrance.

Protects property from water and smoke by use of waterproof salvage covers, smoke ejector, and deterrents.

Performs emergency rescue operations; administers first aid and CPR; and operates resuscitators for injured persons and those overcome by fire and smoke.

Communicates with superior during fire or emergency by portable two-way radio.

Tests and maintains fire apparatus and other emergency vehicles and equipment in safe and proper working condition; performs mechanical inspection, repairs, and servicing of fire trucks and equipment as prescribed by department policy.

Cleans and washes fire trucks and equipment.

Installs, maintains, and repairs fire hydrants; tests hoses and hydrants for proper flow and operation.

May perform fire inspection work in the enforcement of all ordinances, laws, and codes pertaining to fire prevention and weed abatement operations.

Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and fire fighting techniques.

May perform special assignments and functions or occasionally serve as departmental "public relations representative" in fire related areas such as CPR, hazardous materials, arson investigation, fire prevention, weed abatement, hydrant installation, training activities and/or education programs.

Prepares a variety of reports and maintains records related to assigned functions.

Responds to public service calls or complaints and resolves as necessary.

Maintains fire station and grounds in neat and orderly condition.

Assumes charge of the fire station or emergency scene in the absence of superior officers or until relieved by same.

Assists in training volunteer fire fighters as required.

Performs other related duties similar to the above in scope and function as required.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

AGE: Candidate must be at least eighteen years of age.

EDUCATION and/or EXPERIENCE:

Candidate must possess a high school diploma or equivalent.

~~Applicants will possess at least four years experience in a progressive volunteer fire department, or three years of full-time paid fire department experience of a predominately structural nature.~~

Candidate must have successfully completed the California State Fire Fighter I and Fire Fighter II programs and possess these certificates. (proof of completion of a California State Certified College Fire Academy will satisfy Fire Fighter I certificate). Candidate must additionally possess California State Fire Marshall Certificates in the following areas; Driver Operator 1A and 1B, Fire Prevention 1A and 1B, Fire Investigation 1A, and Public Education 1A, *2 years in grade as a paid City of Susanville FFI or equivalent, 15 college credits, and fire chief recommendation.*

CERTIFICATES AND LICENSES:

Candidate must possess a current California EMT-1 *certification.* ~~or First Responder Certificate at the time of application.~~ Certificate must be submitted with application.

Candidate must possess a valid Class B California Motor Vehicle Operator's License with appropriate endorsements. Maintenance of the aforementioned licenses is a condition of continued employment with the City.

ICS 100, 200

Hazmat FRO

NIMS 700

EMPLOYMENT STANDARDS:

Ability to understand the organization of the fire department and their role as a Fire Fighter II as it relates to the organization.

Ability to learn the role of other agencies that may respond to emergencies.

Ability to learn the responsibilities of a fire fighter.

Knowledge of basic fire fighting methods and equipment.

Knowledge of the layout and geography of the City of Susanville and surrounding areas.

Ability to learn departmental rules, regulations, procedures, and policies related to fire suppression, prevention, and rescue operations.

Ability to learn fire prevention laws, codes, and regulations and apply them in practical situations.

Ability to learn the safe and proper use and operation of fire apparatus and related fire fighting equipment within a time period specified by the City.

Ability to read, understand and apply a variety of fire suppression and fire prevention information and materials.

Ability to understand and follow both oral and written instructions.

Ability to maintain records and prepare written reports effectively.

Ability to communicate effectively in both oral and written form.

Ability to understand and operate computer, typewriter, copiers and other like items for the purpose of preparing reports.

Ability to reason and act decisively under stressful or emergency conditions.

Ability to service and maintain fire fighting tools and equipment in good working order.

Ability to perform routine building and grounds maintenance duties at a fire station.

Ability to meet the physical requirements necessary for successful job performance.

Ability to establish and maintain effective work relationships with co-workers and others contacted in the performance of required duties.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; use hands to finger, handle, or feel objects, tools, or controls, and reach with hands and arms. The employee is also frequently required to walk; climb or balance; stoop, kneel, crouch, or crawl; and talk and hear.

The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 50 pounds, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions and is regularly exposed to wet and/or humid conditions. The employee frequently works in high, precarious places and is frequently exposed to extreme heat, risk of electrical shock, and vibration. The employee occasionally works near moving mechanical parts and with explosives and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, and risk of radiation.

The noise level in the work environment is occasionally loud.

While performing the medical portion of the requirements of this job class, the employee is potentially exposed to infectious diseases.

Adopted: June 7, 1995

C:\WPDOCS\JOBDESC\FIREFITR.II

FIRE APPARATUS ENGINEER

DEFINITION AND SUMMARY:

This job class exercises responsibility for the protection of life and property through the effective performance and implementation of fire suppression, prevention, rescue, and first aid practices and methods. Employees assigned to this job class are exposed to potentially life threatening situations which may be unpredictable in nature.

This job class operates and maintains fire pumping engines, apparatus, rescue and other fire fighting equipment; drives and positions fire apparatus and other equipment at proper locations to facilitate fire fighting efforts; fights fires and administers first aid; performs fire prevention and inspection work; and participates in fire drills and training operations as required. The position is promotional and will be subject to a testing process at City discretion.

EXAMPLE OF DUTIES AND RESPONSIBILITIES:

Tasks to be performed in this job class are as follow, other duties not specifically mentioned may be assigned as necessary.

Responds to alarms and other emergency calls. Selects route to be taken to the fire; drives and positions fire apparatus and other fire vehicles in proper location for efficient operation; selects hose nozzle, depending on type of fire, lays hose line and directs stream of water or chemicals onto fire.

Operates fire pumping engines and other fire suppression equipment.

Positions, raises, and climbs ladders to gain access to upper levels of buildings or to assist individuals from burning structures.

Creates openings in buildings for ventilation or entrance.

Protects property from water and smoke by use of waterproof salvage covers, smoke ejectors, and deodorants.

Performs emergency rescue operations; administers first aid and CPR; and operates resuscitators for injured persons and those overcome by fire and smoke.

Communicates with superior during fire or emergency by portable two way radio.

May be tasked with supervision of fireground personnel including career and volunteer.

May be tasked with supervision of fireground operations.

May be required to supervise an engine company in absence of company officer.

FIRE ENGINEER DUTIES AND RESPONSIBILITIES:

Tests and maintains fire apparatus and other emergency vehicles and equipment to insure safe and proper working condition; performs mechanical inspection, repairs, and servicing of fire trucks and equipment as prescribed by department policy.

Cleans and washes fire trucks and equipment.

Installs, maintains, and repairs fire hydrants; tests hoses and hydrants for proper flow and operation.

May perform fire inspection work in the enforcement of all ordinances, laws, and codes pertaining to fire prevention and weed abatement operations.

Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and fire fighting techniques.

May perform special assignments and functions or occasionally serve as departmental "public relations representative" in fire related areas such as CPR, hazardous materials, arson investigation, fire prevention, weed abatement, hydrant installation, training activities and / or education programs.

Prepares a variety of reports and maintains records related to assigned functions.

Responds to public service calls or complaints and resolves as necessary.

Maintains fire station and grounds in neat and orderly condition.

Assumes charge of the fire station or emergency scene in the absence of superior officers or until relieved by same.

Assists in training volunteer fire fighters as required.

Performs other related duties similar to the above in scope and function as required.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

AGE: Candidate must be at least eighteen years of age.

FIRE ENGINEER QUALIFICATION REQUIREMENTS:

EDUCATION and/or EXPERIENCE: Candidate must possess a high school diploma or equivalent.

~~Applicant will possess at least five years experience in a progressive volunteer fire department, or four years of full time paid fire department experience of a predominately structural nature, or two years experience as Firefighter II at Susanville Fire Department or equivalent and Fire Chief recommendation.~~

Candidate must have successfully completed the California State Firefighter I and Firefighter II programs and possess these certificates. (proof of completion of a California State Certified College Fire Academy will satisfy Fire Fighter I certificate) Candidate must additionally possess California State Fire Marshal Certificates in the following areas; OSFM Command 1A and Investigation 1A, Driver Operator 1A and 1B, *or equivalent and Fire Prevention 1A and 1B, Fire Investigation 1A, and Public Education 1A.* ~~(The aforementioned are requirements for the classification of Fire Fighter II.)~~ *30 college credits. and Fire Chief approval.*

~~Additional requirements for the attainment of Engineer will be Fire Command 1A (and at least two years of successful performance in this departments Fire Fighter II position). (Time in service may be modified by City Administrators consent.)~~

CERTIFICATES AND LICENSES:

Candidate must possess a current California EMT-I ~~or First Responder Certificate~~ at the time of application. Certificate must be submitted with application.

Candidate must possess a valid Class B California Motor Vehicle Operator's License with appropriate endorsements. Maintenance of the aforementioned licenses is a condition of continued employment with the City.

ICS 100, 200, 300

Hazmat FRO

NIMS 700

EMPLOYMENT STANDARDS:

Ability to understand the organization of the fire department and their role as a Fire Engineer as it relates to the organization.

Knowledge of the roles of other agencies that may respond to emergencies.

~~Ability to learn the responsibilities of a fire fighter.~~ *Working knowledge of fire engineer responsibilities.*

Knowledge of ~~basic~~ *advanced* fire fighting methods and equipment.

FIRE ENGINEER EMPLOYMENT STANDARDS:

continued

Knowledge of the layout and geography of the City of Susanville and surrounding areas.

Ability to learn departmental rules, regulations, procedures, and policies related to fire suppression, prevention, and rescue operations.

Ability to learn fire prevention laws, codes, and regulations and apply them in practical situations.

Ability to learn the safe and proper use and operation of fire apparatus and related fire fighting equipment within a time period specified by the city.

Ability to read, understand and apply a variety of fire suppression and fire prevention information and materials.

Ability to understand and follow both oral and written instructions.

Ability to maintain records and prepare written reports effectively.

Ability to communicate effectively in both oral and written form.

Ability to understand and operate computer, typewriter, copiers and other like items for the purpose of preparing reports.

Ability to reason and act decisively under stressful or emergency conditions.

Ability to service and maintain fire fighting tools and equipment in good working order.

Ability to perform routine building and grounds maintenance duties at a fire station.

Ability to meet the physical requirements necessary for successful job performance.

Ability to establish and maintain effective work relationships with co-workers and others contacted in the performance of required duties.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; use hands to finger, handle, or feel objects, tools, or controls, and reach with hands and arms. The employee is also frequently required to walk; climb or balance; stoop, kneel, crouch, or crawl; and talk and hear.

The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 50 pounds, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions and is regularly exposed to wet and/or humid conditions. The employee frequently works in high, precarious places and is frequently exposed to extreme heat, risk of electrical shock, and vibration. The employee occasionally works near moving mechanical parts and with explosives and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, and risk of radiation.

The noise level in the work environment is occasionally loud.

FIRE CAPTAIN

DEFINITION:

Under direction, performs supervisory and technical work in fire fighting, emergency rescue, fire inspection and fire training activities; and does related work as assigned.

EXAMPLES OF DUTIES:

Plans and executes work assignments of fire station personnel on an assigned shift.

Responds to fire alarm as commanding officer, and as such, is responsible for the fire supervision and performance and safety of assigned fire fighting personnel. Directs the fire fighting and rescue operations.

Operates radio-telephone equipment.

Supervises and participates in salvage and overhaul operations.

Supervises and assists in rendering first aid at an emergency incident.

Directs the cleaning of quarters, equipment and apparatus at the fire station; inspects personnel, maintains discipline.

Instructs and drills fire department personnel in fire fighting methods, techniques, and related subjects.

Supervises and participates in the inspection of buildings and installations for fire hazards and fire safety systems as required by State laws and City ordinances. Prepares inspection reports and makes recommendations to superior officer. Makes follow-up inspections to see if deficiencies have been corrected.

Assists in planning and conducting the City-wide fire prevention program.

Keeps detailed records on company personnel regarding training.

Prepares important reports and maintains records.

May be required to respond to fire calls during non-duty hours.

May serve as acting Fire Chief when so assigned.

Supports supervisors in maintaining teamwork and effective fire protection services.

Researches firefighting equipment and advises Administration of departmental purchasing needs.

Conduct preliminary origin and cause fire investigation.

DESIRABLE QUALIFICATIONS:

Knowledge of:

Principles, practices, and procedures of modern fire fighting and protection of lives and property.

Rules and regulations of the Fire Department.

Operation and maintenance of the type of apparatus and equipment used in modern fire fighting activities.

First aid and skill in the application of first aid.

Principles of supervision and training.

Local geography, including the location of main and hydrants and the major fire hazards of the City.

Ability to:

Supervise and instruct effectively and to maintain discipline.

Conduct thorough fact finding inspection and investigation.

Operate apparatus and equipment used in modern fire fighting activities.

Establish and maintain effective working relationships with property owners, other employees, and the general public.

Express oneself clearly and concisely, orally and in writing.

Experience:

Five years of municipal fire fighting experience showing a progression of responsibility and training, including a minimum of one year as a fire fighter and an additional year in a higher capacity.

Education:

Equivalent to completion of the California Office of the State Fire Marshal Fire Officer or Company Officer certification and Fire Training Instructor or Instructor certification, and/or additional training and education as required. EMT I or First Responder preferred. and Also prefer 30 45 college credits. units in Fire Science and/or Fire Administration. an Associates Degree earned from an accredited college or university.

Necessary Special Requirement:

Possession of ~~an appropriate~~ *EMT I certification*

California Class B operators license issued by the State department of Motor Vehicles with appropriate endorsements. Maintenance of aforementioned license is a condition of continued employment.

ICS 100, 200, 300, 400

NIMS 700

Hazmat Incident Commander

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; use hands to finger, handle, or feel objects, tools, or controls, and reach with hands and arms. The employee is also frequently required to walk; climb or balance; stoop, kneel, crouch, or crawl; and talk and hear.

The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 50 pounds, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions and is regularly exposed to wet and/or humid conditions. The employee frequently works in high, precarious places and is frequently exposed to extreme heat, risk of electrical shock, and vibration. The employee occasionally works near moving mechanical parts and with explosives and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, and risk of radiation.

The noise level in the work environment is occasionally loud.

While performing the medical portion of the requirements of this job class, the employee is potentially exposed to infectious diseases.

Reviewed by: ~~CA~~ City Administrator
PMD City Attorney

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

Submitted by: Craig C. Platt, Public Works Director

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution Number 13-4931 supporting Lassen County Chamber of Commerce (LCCC) Annual Main Street Cruise Classic Car and Motorcycle Show on Saturday, June 29, 2013 and the Annual Magical Country Christmas Celebration on Saturday, December 7, 2013 and authorization for the Mayor to execute a Caltrans encroachment permit application for closure of Main Street (State Highway 36) for each event as required.

PRESENTED BY: Craig C. Platt, Public Works Director

SUMMARY: The Lassen County Chamber of Commerce (LCCC) requests City Council support approving closure on Saturday, June 29, 2013 of Main Street from Cottage Street to Weatherlow Street from 2:00 pm to 6:00 pm and closure of Pancera Plaza (South Gay Street) from Main Street to Cottage Street from 8:00 am to 10:00 pm for the Annual Main Street Cruise Classic Car and Motorcycle Show. LCCC will be holding a street dance featuring a live band and selling alcohol beverages on Pancera Plaza as part of the event. Signatures from all businesses located on Pancera Plaza have been obtained for closure of the street. LCCC has also obtained a permit to sell alcoholic beverages from the Department of Alcoholic Beverage Control.

This event will require three (3) Street Department crew members to sweep Main Street (State Route 36) before the event begins and then a total of four (4) Public Works Department employees to set up and take down traffic control signs and help the eight (8) Police Officers with traffic control.

The Lassen County Chamber of Commerce also requests City Council support for the Annual Magical Country Christmas Celebration which includes a lighted Christmas parade beginning at 5:00 p.m., tree lighting at 6:00 p.m., followed by fireworks display that will be staged from the Susanville Elk's Lodge. The Chamber is asking for closure of Main Street (State Highway Route 36) from Cottage Street to Weatherlow Street on Saturday, December 7, 2012 from 5:00 p.m. to 7:00 p.m.

This event requires three (3) Street Department crew members to sweep Main Street (State Route 36) before and after the event and then a total of four (4) Public Works Department employees to set up and take down traffic control signs and help the eight (8) Police Officers with traffic control.

Caltrans does not charge the City and Encroachment Permit fee but they do require the City to accept all liability for this event as the Encroachment Permit Permittee.

FISCAL IMPACT:

Main Street Cruise

Public Works Estimated	\$1328
Police Dept. Estimated	<u>\$1512</u>
TOTAL ESTIMATED COST	\$2840

Annual Country Christmas

Public Works Estimated	\$1771
Police Dept. Estimated	<u>\$2016</u>
TOTAL ESTIMATED COST	\$3787

Annual Country Christmas Event - City pays the electric meter fee of \$10.00 per month (\$120.00/year) and pays approximately \$345.00/year for the cost of lighting for this event.

ACTION REQUESTED: Motion to approve Resolution Number 13-4931 for the following events:

1. Authorizing closure of Main Street from Cottage Street to Weatherlow Street from 2:00 pm to 6:00 pm and closure of Pancera Plaza (South Gay Street) from Main Street to Cottage Street from 8:00 am to 10:00 pm on Saturday, June 29, 2013 for the Lassen County Chamber of Commerce (LCCC) Annual Main Street Cruise Classic Car and Motorcycle Show and authorization for the Mayor to execute a Caltrans encroachment permit application.

2. Authorizing closure of Main Street from Cottage Street to Weatherlow Street from 5:00 pm to 7:00 pm on Saturday, December 7, 2013 for the Lassen County Chamber of Commerce (LCCC) Annual Magical Country Christmas Celebration which includes a lighted Christmas parade beginning at 5:00 p.m., tree lighting at 6:00 p.m., followed by fireworks display that will be staged from the Susanville Elk's Lodge and authorization for the Mayor to execute a Caltrans encroachment permit application.

ATTACHMENTS: Resolution Number 13-4931

Letter of request from the Lassen County Chamber of Commerce
Caltrans Encroachment Permit Application for Main Street Cruise
Caltrans Encroachment Permit Application for Country Christmas

RESOLUTION NUMBER 13-4931

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE SUPPORTING CLOSURE OF MAIN STREET FROM COTTAGE STREET TO WEATHERLOW STREET AND CLOSURE OF PANCERA PLAZA (S. GAY ST.) ON SATURDAY, JUNE 29, 2013 FOR THE LASSEN COUNTY CHAMBER OF COMMERCE (LCCC) ANNUAL MAIN STREET CRUISE CLASSIC CAR AND MOTORCYCLE SHOW AND CLOSURE OF MAIN STREET FROM COTTAGE STREET TO WEATHERLOW STREET ON SATURDAY, DECEMBER 7, 2013 FOR THE LASSEN COUNTY CHAMBER OF COMMERCE (LCCC) ANNUAL MAGICAL COUNTRY CHRISTMAS CELEBRATION EVENT AND AUTHORIZING MAYOR TO EXECUTE A CALTRANS ENCROACHMENT PERMIT APPLICATIONS

WHEREAS, Lassen County Chamber of Commerce (LCCC) has requested City Council support of their Annual Main Street Cruise Classic Car and Motorcycle Show to be held on Saturday, June 29, 2013; and

WHEREAS, in order to hold the event, LCCC has requested authorization to close Main Street from Cottage Street to Weatherlow Street from 2:00 pm to 6:00 pm on Saturday, June 29, 2013; and

WHEREAS, LCCC has further requested closure of Pancera Plaza (S. Gay St.) from Main Street to Cottage Street from 8:00 am to 10:00 pm for a dance with a live band and where alcoholic beverages will be sold; and

WHEREAS, LCCC obtained signatures from all businesses on Pancera Plaza agreeing to the street closure as required; and

WHEREAS, LCCC has obtained the appropriate permit from the Department of Alcoholic Beverage Control agency to sell alcohol at the event; and

WHEREAS, LCCC has requested City Council support of their Annual Magical Country Christmas Celebration to be held on Saturday, December 7, 2013; and

WHEREAS, in order to hold the event, LCCC has requested authorization to close Main Street from Cottage Street to Weatherlow Street from 5:00 pm to 7:00 pm on Saturday, December 7, 2013.

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

1. Authorization to close Main Street from Cottage Street to Weatherlow Street from 2:00 pm to 6:00 pm and closure of Pancera Plaza (S. Gay St.) from Main Street to Cottage Street from 8:00 am to 10:00 pm on Saturday, June 29, 2013 for LCCC to hold their Annual Main Street Cruise Classic Car and Motorcycle Show. Also authorization to close Pancera Plaza (South Gay Street) from Main Street to Cottage Street from 8:00 am to 10:00 pm on Saturday, June 29, 2013.
2. Authorization to close Main Street from Cottage Street to Weatherlow Street from 5:00 pm to 7:00 pm on Saturday, December 7, 2013 for LCCC to hold their Annual Magical Country Christmas Celebration

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to execute a Caltrans Encroachment Permit Application for each event as required.

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 20th day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Peter Talia, City Attorney

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
 TR-0100 (REV. 07/2007)

Permission is requested to encroach on the State Highway right-of-way as follows:
 (Complete all **BOXES** [write **N/A** if not applicable])
 This application is not complete until all requirements have been approved.

FOR CALTRANS USE	
PERMIT NO.	
DIST/CO/RTE/PM	
SIMPLEX STAMP	
DATE OF SIMPLEX STAMP	

1. COUNTY Lassen		2. ROUTE 36		3. POSTMILE Various	
4. ADDRESS OR STREET NAME Main Street			5. CITY Susanville		
6. CROSS STREET (Distance and direction from site) From Cottage to Weatherlow			7. PORTION OF RIGHT-OF-WAY Entire roadway		
8. WORK TO BE PERFORMED BY <input checked="" type="checkbox"/> OWN FORCES <input type="checkbox"/> CONTRACTOR		9. EST. START DATE June 29, 2013		10. EST. COMPLETION DATE June 29, 2013	
11. EXCAVATION	MAX. DEPTH N/A	AVG. DEPTH N/A	AVG. WIDTH N/A	LENGTH N/A	SURFACE TYPE N/A
12. EST. COST IN STATE HIGHWAY RIGHT-OF-WAY N/A			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE		
13. PIPES	PRODUCT TYPE N/A	DIAMETER N/A	VOLTAGE / PSIG N/A	14. CALTRANS PROJECT E.A. NUMBER N/A	

15. Double Permit Parent Permit Number _____
 Applicant's Reference Number / Utility Work Order Number _____

16. Have your plans been reviewed by another Caltrans branch? NO YES (If "YES") Who? _____

17. Completely describe work to be done within STATE highway right-of-way :
 Attach 6 complete sets of FOLDED plans (folded 8.5" x 11"), and any applicable specifications, calculations, maps, etc.
 All dimensions shall be in U.S. Customary (English) Units.

Closure of Main Street (State Highway Route 36) from Cottage Street to Weatherlow Street on Saturday, June 29, 2013 from 2:00 pm to 6:00 pm for the Lassen County Chamber of Commerce (LCCC) Annual Main Street Cruise Classic Car & Motorcycle Show event. Closure is to allow vintage vehicles to be parked on the street and for sidewalk vendor booths. Detour map & letters of support from the Susanville Police Deptl. and California Highway Patrol are attached. The Susanville Street Dept. & Police Dept. will place detour signs and direct traffic.

18. Is a city, county, or other agency involved in the approval of this project?

YES (If "YES", check type of project and attach environmental documentation and conditions of approval.)

COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER _____

CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____

NO (If "NO", please check the category below which best describes the project, and complete page 4 of this application.)

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE, OR RESURFACING FENCE

PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS MAILBOX

FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS EROSION CONTROL

OTHER _____ LANDSCAPING

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? YES NO
 (If "YES", provide a description)

20. Is this project on an existing highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? YES NO (If "YES", provide a description)

21. Is work being done on applicant's property? YES NO (If "YES", attach site and grading plans.)

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 07/2007)

PERMIT NO. _____

22. Will this proposed project require the disturbance of soil?

 YES NOIf "YES", estimate the area within State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)

23. Will this proposed project require dewatering?

 YES NO

If "YES", estimate total gallons AND gallons/month _____ (gallons) AND _____ (gallons/month)

SOURCE*: STORM WATER NON-STORM WATER(*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of this proposed project?

 Storm Drain System Combined Sewer / Storm System Storm Water Retention Basin Other (explain): _____**PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.**

The applicant, understands and herein agrees to that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with Caltrans rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Departments NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

<http://www.dot.ca.gov/hq/construc/stormwater>

25. NAME of APPLICANT or ORGANIZATION (Print or Type)

City of Susanville

E-MAIL ADDRESS

ADDRESS of APPLICANT or ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)

66 North Lassen Street, Susanville, CA 96130

PHONE NUMBER
(530) 257-1041FAX NUMBER
(530) 257-1057

26. NAME of AUTHORIZED AGENT / ENGINEER (Print or Type)

Craig C. Platt

IS LETTER OF AUTHORIZATION ATTACHED?

 YES NO

E-MAIL ADDRESS

cplatt@cityofsusanville.org

ADDRESS of AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)

720 South Street, Susanville, CA 96130

PHONE NUMBER
(530) 257-1041FAX NUMBER
(530) 257-1057

27. SIGNATURE of APPLICANT or AUTHORIZED AGENT

28. PRINT OR TYPE NAME

Rod E. De Boer

29. TITLE

Mayor

30. DATE

03/20/13

PERMIT NO. _____
WORK ORDER/REFERENCE NUMBER _____

FEE CALCULATION -- FOR CALTRANS USE					
<input type="checkbox"/> CASH <input type="checkbox"/> CREDITCARD NAME ON CARD _____ PHONE NUMBER _____					
<input type="checkbox"/> CHECK NUMBER _____ NAME ON CHECK _____ PHONE NUMBER _____					
<input type="checkbox"/> EXEMPT <input type="checkbox"/> PROJECT EA _____ <input type="checkbox"/> DEFERRED BILLING (Utility)					
CALCULATED BY _____	(1)		(2)		
REVIEW	1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. _____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *			\$ _____		\$ _____
INSPECTION	1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. _____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *			\$ _____		\$ _____
FIELDWORK					
_____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
EQUIPMENT & MATERIALS	DEPOSIT	DATE	DEPOSIT	DATE	DEPOSIT
	\$ _____		\$ _____		\$ _____
CASH DEPOSIT IN LIEU OF BOND	\$ _____		\$ _____		\$ _____
TOTAL COLLECTED	\$ _____		\$ _____		
CASHIER'S INITIALS	_____		_____		\$ _____
* The current hourly rate is set annually by Headquarters Accounting. District Office staff do not have authority to modify this rate.					
PERFORMANCE BOND	<input type="checkbox"/>	DATE			AMOUNT \$
PAYMENT BOND	<input type="checkbox"/>	DATE			AMOUNT \$
LIABILITY INSURANCE REQUIRED?	<input type="checkbox"/> YES <input type="checkbox"/> NO				AMOUNT \$

PERMIT NO. _____

INSTRUCTIONS
for completing page 4

This page needs to be completed when the proposed project DOES NOT involve a City, County or other public agency.

Your answers to these questions will assist departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within the State highway right-of-way. And, to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies, in some cases this may be costly and time-consuming. If possible, attach photographs of the location of the proposed project.

Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

1. Will any existing vegetation and/or landscaping within the highway right-of-way be disturbed?

NO

2. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or highway right-of-way?

NO

3. Is the proposed project located within five miles of the coast line?

NO

4. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?

NO

5. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

NO

6. Are there any recreational trails or paths within the limits of the proposed project or highway right-of-way?

NO

7. Will the proposed project impact any structures, buildings, rail lines, or bridges within highway right-of-way?

NO

8. Will the proposed project impact access to any businesses or residences?

NO

9. Will the proposed project impact any existing public utilities or public services?

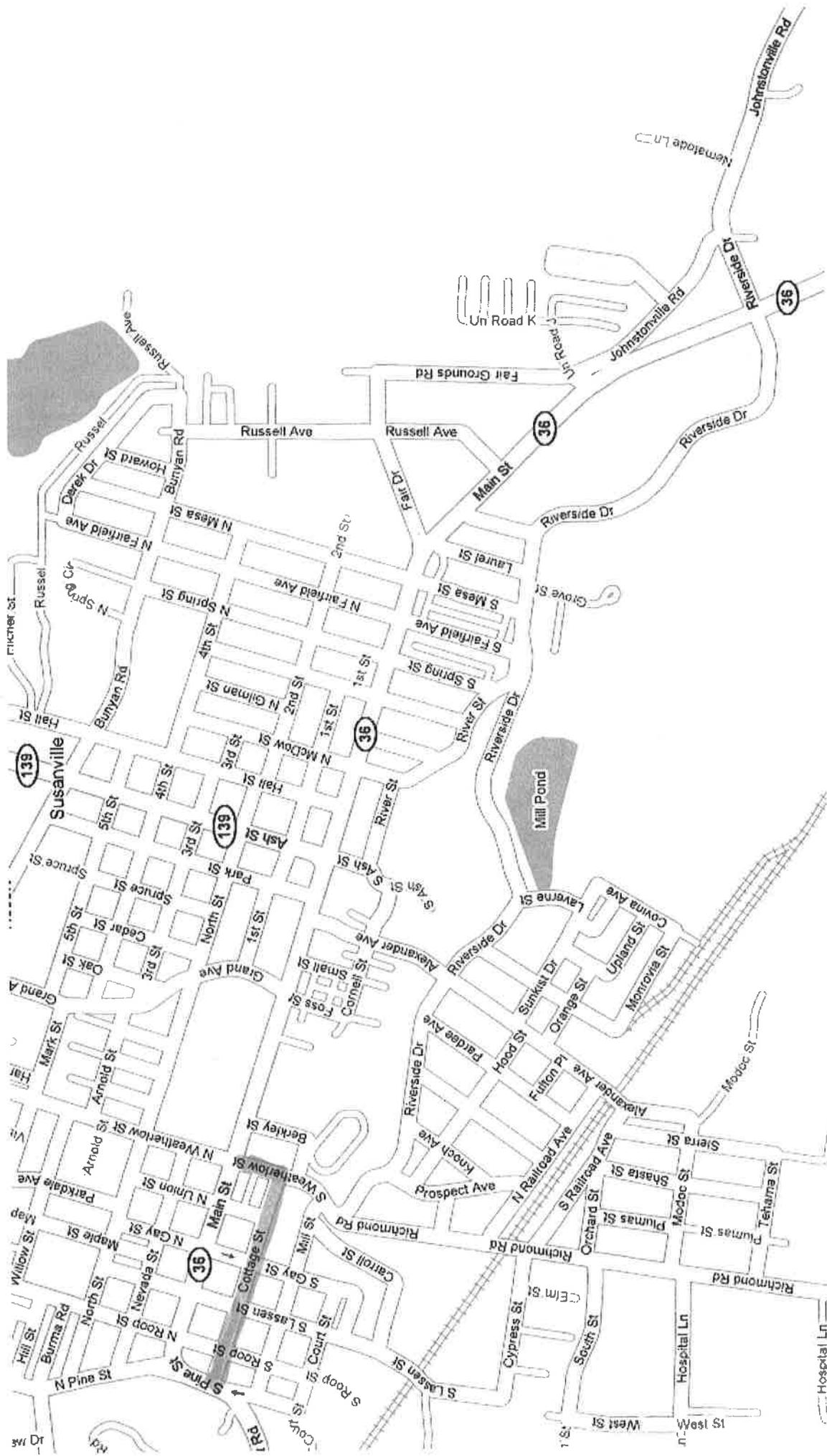
NO

10. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks, or overcrossings?

NO

11. Will new lighting be constructed within or adjacent to highway right-of-way?

NO



Detour Routes for City of Susanville

Main Street Cruise

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 07/2007)

Permission is requested to encroach on the State Highway right-of-way as follows:
(Complete all BOXES [write N/A if not applicable])
 This application is not complete until all requirements have been approved.

FOR CALTRANS USE					
PERMIT NO.					
DIST/CO/RTE/PM					
SIMPLEX STAMP					
DATE OF SIMPLEX STAMP					
1. COUNTY Lassen		2. ROUTE 36		3. POSTMILE Various	
4. ADDRESS OR STREET NAME Main Street			5. CITY Susanville		
6. CROSS STREET (Distance and direction from site) From Cottage to Weatherlow			7. PORTION OF RIGHT-OF-WAY Entire roadway		
8. WORK TO BE PERFORMED BY <input checked="" type="checkbox"/> OWN FORCES <input type="checkbox"/> CONTRACTOR			9. EST. START DATE December 7, 2013		10. EST. COMPLETION DATE December 7, 2013
11. EXCAVATION	MAX. DEPTH N/A	AVG. DEPTH N/A	AVG. WIDTH N/A	LENGTH N/A	SURFACE TYPE N/A
12. EST. COST IN STATE HIGHWAY RIGHT-OF-WAY N/A			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE		
13. PIPES	PRODUCT TYPE N/A	DIAMETER N/A	VOLTAGE / PSIG N/A	14. CALTRANS PROJECT E.A. NUMBER N/A	

15. Double Permit Parent Permit Number _____
 Applicant's Reference Number / Utility Work Order Number _____

16. Have your plans been reviewed by another Caltrans branch? NO YES (If "YES") Who? _____

17. Completely describe work to be done within STATE highway right-of-way :

Attach 6 complete sets of FOLDED plans (folded 8.5" x 11"), and any applicable specifications, calculations, maps, etc.
 All dimensions shall be in U.S. Customary (English) Units.

Closure of Main Street (State Highway Route 36) from Cottage Street to Weatherlow Street on Saturday, December 7, 2013 from 5:00 pm to 7:00 pm for Lassen County Chamber of Commerce (LCCC) Annual Magical Country Christmas Celebration event. Closure is to allow a Christmas parade starting at Union Street and continuing west on Main Street ending at the Elk's Lodge, 400 Main Street, tree lighting ceremony and fireworks display. Detour map and letters of support from the Susanville Police Dept. and California Highway Patrol are attached. Susanville Police Dept. & Susanville Public Works Dept. employees will place detour signs and direct traffic.

18. Is a city, county, or other agency involved in the approval of this project?

YES (If "YES", check type of project and attach environmental documentation and conditions of approval.)

COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER _____

CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____

NO (If "NO", please check the category below which best describes the project, and complete page 4 of this application.)

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE, OR RESURFACING

FENCE

PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS

MAILBOX

FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS

EROSION CONTROL

OTHER _____

LANDSCAPING

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? YES NO
 (If "YES", provide a description)

20. Is this project on an existing highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? YES NO (If "YES", provide a description)

21. Is work being done on applicant's property? YES NO (If "YES", attach site and grading plans.)

PERMIT NO. _____

22. Will this proposed project require the disturbance of soil? YES NO
 If "YES", estimate the area within State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)
 estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)

23. Will this proposed project require dewatering? YES NO
 If "YES", estimate total gallons AND gallons/month _____ (gallons) AND _____ (gallons/month)
 SOURCE*: STORM WATER NON-STORM WATER
 (*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of this proposed project?
 Storm Drain System Combined Sewer / Storm System Storm Water Retention Basin
 Other (explain): _____

PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees to that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with Caltrans rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnities, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnities. The Applicant, however, shall not be obligated to indemnify Indemnities for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Departments NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:
<http://www.dot.ca.gov/hq/construc/stormwater>

25. NAME of APPLICANT or ORGANIZATION (Print or Type) City of Susanville		E-MAIL ADDRESS	
ADDRESS of APPLICANT or ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code) 66 North Lassen Street, Susanville, CA 96130			
PHONE NUMBER (530) 257-1041		FAX NUMBER (530) 257-1057	
26. NAME of AUTHORIZED AGENT / ENGINEER (Print or Type) Craig C. Platt		IS LETTER OF AUTHORIZATION ATTACHED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
ADDRESS of AUTHORIZED AGENT / ENGINEER (Include City and Zip Code) 720 South Street, Susanville, CA 96130		E-MAIL ADDRESS cplatt@cityofsusanville.org	
PHONE NUMBER (530) 257-1041		FAX NUMBER (530) 257-1057	
27. SIGNATURE of APPLICANT or AUTHORIZED AGENT Rod E. De Boer	28. PRINT OR TYPE NAME Rod E. De Boer	29. TITLE Mayor	30. DATE 03/20/13

PERMIT NO. _____
WORK ORDER/REFERENCE NUMBER _____

FEE CALCULATION -- FOR CALTRANS USE					
<input type="checkbox"/> CASH <input type="checkbox"/> CREDITCARD NAME ON CARD _____ PHONE NUMBER _____ <input type="checkbox"/> CHECK NUMBER _____ NAME ON CHECK _____ PHONE NUMBER _____ <input type="checkbox"/> EXEMPT <input type="checkbox"/> PROJECT EA _____ <input type="checkbox"/> DEFERRED BILLING (Utility)					
CALCULATED BY	(1)		(2)		
REVIEW	1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. _____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *			\$ _____		\$ _____
INSPECTION	1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. _____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *			\$ _____		\$ _____
FIELDWORK					
_____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
EQUIPMENT & MATERIALS	DEPOSIT	DATE	DEPOSIT	DATE	DEPOSIT
	\$ _____		\$ _____		\$ _____
CASH DEPOSIT IN LIEU OF BOND	\$ _____		\$ _____		\$ _____
TOTAL COLLECTED	\$ _____		\$ _____		
CASHIER'S INITIALS	_____		_____		\$ _____
* The current hourly rate is set annually by Headquarters Accounting. District Office staff do not have authority to modify this rate.					
PERFORMANCE BOND	<input type="checkbox"/>	DATE			AMOUNT \$
PAYMENT BOND	<input type="checkbox"/>	DATE			AMOUNT \$
LIABILITY INSURANCE REQUIRED?		<input type="checkbox"/> YES <input type="checkbox"/> NO			AMOUNT \$

PERMIT NO. _____

INSTRUCTIONS
for completing page 4

This page needs to be completed when the proposed project DOES NOT involve a City, County or other public agency.

Your answers to these questions will assist departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within the State highway right-of-way. And, to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies, in some cases this may be costly and time-consuming. If possible, attach photographs of the location of the proposed project.

Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

1. Will any existing vegetation and/or landscaping within the highway right-of-way be disturbed?

NO

2. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or highway right-of-way?

NO

3. Is the proposed project located within five miles of the coast line?

NO

4. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?

NO

5. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

NO

6. Are there any recreational trails or paths within the limits of the proposed project or highway right-of-way?

NO

7. Will the proposed project impact any structures, buildings, rail lines, or bridges within highway right-of-way?

NO

8. Will the proposed project impact access to any businesses or residences?

NO

9. Will the proposed project impact any existing public utilities or public services?

NO

10. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks, or overcrossings?

NO

11. Will new lighting be constructed within or adjacent to highway right-of-way?

NO

City of Susanville
POLICE DEPARTMENT

Thomas V. Downing, Chief of Police
Pride in Service—Service with Pride

February 27, 2013

Janette Zanhiser
City of Susanville
Public Works Department
720 South Street
Susanville, CA 96130

Re: Street closures for the following events:
The Annual Main Street Cruise and the Annual Magical Country Christmas.

Dear Janette:

I have received a request from the City and on behalf of the Lassen County, Chamber of Commerce for the **Annual, Main Street Cruise**, scheduled Saturday, June 29, 2013. State Highway 36 will be closed between Roop St. and Weatherlow St. West and East bound traffic will be diverted from Cottage St. to Weatherlow St. Police Chief, Thomas V. Downing has reviewed and approved the route closure.

I have also received a request from the City and on behalf of the Lassen County, Chamber of Commerce for the **Annual, Magical County Christmas**, scheduled for December 7, 2013. State Highway 36 will be closed between Cottage St. and Weatherlow St. West and East bound traffic will be diverted from Cottage St. to Weatherlow St. Police Chief, Thomas V. Downing has reviewed and approved the route closure.

Sgt. Ryan Cochran will be the Officer in Charge of the events. He can be reached at 530-257-5603.

Sincerely,



Denise Bera
Admin Asst.

Thomas V. Downing
Chief of Police

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Susanville Area Office
472-400 Diamond Crest Road
Susanville, CA 96130
(530) 257-2191
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



Wednesday, March 06, 2013

File No.: 140.12966.17561

Janette Zanhiser
City of Susanville Public Works
720 South Street
Susanville, CA 96130

Dear Ms. Zanhiser:

I was recently advised of the upcoming Annual Main Street Cruise to take place on Saturday, June 29, 2013 beginning at 2:00 PM till 6:00 PM.

The event is scheduled to take place on Main Street in Susanville between Cottage Street and Weatherlow Street. This letter confirms the California Highway Patrol (CHP) has been informed and supports this event, provided all applicable permits are obtained and proper traffic controls are in place to ensure public safety.

If you have any questions regarding this letter, contact myself or Officer Shaun Simmons at (530)257-2191.

Sincerely,

A handwritten signature in cursive script, appearing to read "T. C. Mitchell".

T. C. Mitchell, Lieutenant
Commander
Susanville Area



DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**Susanville Area Office
472-400 Diamond Crest Road
Susanville, CA 96130
(530) 257-2191
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(800) 735-2922 (Voice)**



Wednesday, March 06, 2013

File No.: 140.12966.17561

Janette Zanhiser
City of Susanville Public Works
720 South Street
Susanville, CA 96130

Dear Ms. Zanhiser:

I was recently advised of the upcoming Annual Magical Country Christmas Celebration to take place on Saturday, December 7, 2013 beginning at 5:00 PM to 7:00 PM.

The event is scheduled to take place on Main Street in Susanville between Cottage Street and Weatherlow Street. This letter confirms the California Highway Patrol (CHP) has been informed and supports this event, provided all applicable permits are obtained and proper traffic controls are in place to ensure public safety.

If you have any questions regarding this letter, contact myself or Officer Shaun Simmons at (530)257-2191.

Sincerely,

A handwritten signature in cursive script, appearing to read "T. C. Mitchell".

T. C. Mitchell, Lieutenant
Commander
Susanville Area



LASSEN COUNTY CHAMBER OF COMMERCE
P.O. BOX 338 • 75 N. WEATHERLOW • SUSANVILLE, CA 96130
(530)257-4323 • Fax (530)251-2561

Celebrating 125 Years of Leadership



February 13, 2013

Janette Zanhiser
City of Susanville Public Works
720 South Street
Susanville, Ca. 96130

Dear Janette,

The Lassen County Chamber of Commerce is preparing for 2013 special events. I am requesting encroachment permits for street closures and banner pole use as follows;

7th Annual Spring Home, Garden, & Outdoor Recreation Show
Saturday, April 27, 2013
At the Lassen Co. Fairgrounds

We are requesting use of the banner poles at all three locations for banners to be hung from April 15 thru 28th, 2013.

Annual Main Street Cruise
Classic Car & Motorcycle Show
Saturday, June 29, 2013.
In Historic Uptown Susanville

We request the use of the 3 banner pole locations to hang banners from June 16 thru 30th, 2013.

We request street closure of the 2 upper blocks of Main Street, from 2pm to 6pm, for the car and motorcycle show and sidewalk booths.

We also request street closure of Pancera Plaza, from 8am to 10pm. Food and beverage booths (including beer & wine sales) will be place on the Plaza, awards ceremony will be held at 6:30pm followed by a street dance featuring live music will be held from 7pm to 9pm.

Annual Magical Country Christmas Celebration
Saturday, December 7, 2013
In Historic Uptown Susanville

The Chamber is requesting street closure of Main Street, from Cottage Street to Weatherlow Street, from 5pm to 7pm, to hold the Magical Country Christmas Celebration. The event will include the tree lighting, fireworks display, dance and music performances, and a Christmas parade.

We request the use of the banner poles at all three locations from Nov. 24 to Dec. 9th, 2013 to hang event banners.

Please don't hesitate to contact me if you have any questions regarding any of the planned events. Thank you in advance for your help in securing the necessary permits so that these events are possible. I really appreciate all your efforts.

Best Regards,


Patricia Hagata
Executive Director

Reviewed by:	<u>JH</u> City Administrator	_____	Motion Only
	<u>JM</u> City Attorney	_____	Public Hearing
		_____	Resolution
		_____	Ordinance
		_____	Information

Submitted By: Jared G. Hancock, City Administrator

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Property Abatement – 53, 55, and 57 McDow Street

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The property owned by Diane Asbill, Trustee of the Corinne E. Thomas Living Trust (Owner) located at 53, 55, and 57 McDow Street is a vacant, fire-destroyed, dilapidated residential building. The City has been working with the owner to have the remains of the building cleared from the property as the building is a danger the public’s health, safety and welfare.

The City has solicited bids from responsible licensed California Contractors for the demolition of the building and removal of all debris and received the lowest responsible bid from Kirack Construction, Inc., in the amount of \$12,495.00. The City also needs to obtain a preliminary title report to verify that the owner’s property is owned free and clear, in addition to a \$500 administrative fee for a total cost of \$14,391.00 that will be paid by the City and secured as a lien against the property.

This Voluntary Nuisance Abatement Release and Lien Agreement is in fact entered into voluntarily and is intended to release the City of Susanville, its officers, employees and agents thereof, for any and all claims that may occur as a result of the services performed.

The City will be reimbursed the costs in the amount of \$14,391.00 within twelve (12) months following the date of demolition with said reimbursement bearing the legal rate of interest of ten (10) percent simple interest from the date of advancement of funds. The lien shall be recorded prior to demolition, and will be released upon repayment in full. The City agrees to pay all other costs beyond demolition and the preliminary title report in excess of the sum of \$14,391.00.

FISCAL IMPACT: \$14,391.00 from Code Enforcement budget

ACTION REQUESTED: Consider approval of Resolution No. 13-4940 authorizing abatement of property located at 53, 55, and 57 McDow Street and confirming lien against said property.

ATTACHMENTS: Nuisance Abatement and Lien Release Agreement
Resolution No. 13-4940

RESOLUTION NO. 13-4940
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING REPORT ON ASSESSMENT AND LIEN AGAINST CERTAIN
PROPERTY WITHIN THE CITY OF SUSANVILLE, LOCATED AT
53, 55, and 57 McDOW STREET (APN 105-164-01-11) AND CONFIRMING
ASSESSMENT AND LIEN AGAINST SAID PROPERTY

WHEREAS, California Government Code Section 39501 et seq. authorized the City Council to adopt an ordinance to require and provide for the removal from property, lands, or lots of weeds, rubbish or other material dangerous or injurious to neighboring property or the health or welfare of residents of the vicinity and make the cost of removal a lien upon the property; and

WHEREAS, the Corinne E. Thomas Living Trust is the Owner, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at 53, 55 and 57 McDow (carried as 57 McDow on Lassen County California assessment records); and

WHEREAS, City has advised Owner that said building is injurious to the public's health, safety and welfare and Owner acknowledges same and wants to cooperate with City on its removal rather than forcing City to complete nuisance abatement proceedings; and

WHEREAS, the City has negotiated this Voluntary Nuisance Abatement, Release and Lien Agreement to be entered into between the City of Susanville, California, a municipal corporation and Diane Asbill, Trustee of the Corinne E. Thomas Living Trust.

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

1. City shall remove the building described above by demolition with voluntary consent of Owner by the procurement of services of an outside contractor; and
2. City will be reimbursed the costs in the amount of \$14,391.00 within twelve (12) months following the date of demolition; said reimbursement will bear the rate of ten (10) percent simple interest from the effective date of this Resolution; and
3. A lien in the amount of \$14,391.00 will be recorded effective March 20, 2013 and will be released immediately upon payment in full.

APPROVED:

Rod E. De Boer, Mayor

ATTEST:

Gwenna MacDonald, City Clerk

The foregoing **Resolution No. 13-4940** was adopted at a regular meeting of the Susanville City Council held on the 20th day of March, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

Recording requested by:
City of Susanville

*
*
*
*
*
*
*

When recorded, mail to:
CITY OF SUSANVILLE
ATTN: CITY CLERK
66 North Lassen St.
Susanville CA 96130

NUISANCE ABATEMENT RELEASE AND LIEN AGREEMENT

WHEREAS, this Voluntary Nuisance Abatement, Release and Lien Agreement is hereby made and entered between the City of Susanville, California, a municipal corporation and Diane Asbill, Trustee of the Corinne E. Thomas Living Trust (Owner); and

WHEREAS, a nuisance in violation of Susanville Municipal Code §8.28.040 existed; and

WHEREAS be it known that the abatement lien process has been waived by the property owned by Corrine E. Thomas Living Trust and described as follows:

Street Address	53,55 and 57 McDow Susanville CA 96130
APN:	105-164-01-11

WHEREAS, the City of Susanville shall cause the building located at the property described above to be removed by demolition with owner acknowledgment that the vacant structure is substandard, fire damaged, deteriorated and dilapidated in its condition, and that the immediate removal of same benefits the public health, safety and welfare; and

WHEREAS, the cost of such abatement and administrative costs have been estimated at \$14,391.00; and

WHEREAS, the amount of such lien shall be \$14,391.00 plus interest at the legal rate of ten percent per annum is to be paid to City by Owner within twelve (12) months following the date of the demolition and such amount shall be a secured lien against the property.

NOW THEREFORE BE IT RESOLVED that the Owner agrees that a lien shall be recorded prior to demolition commencement and that said lien will be released immediately upon payment of the sum of \$14,391.00 within twelve (12) months following the date of demolition. City agrees to pay all other costs beyond demolition and the preliminary title report in excess of the sum of \$14,391.00.

Date: March 20, 2013

Gwenna MacDonald, City Clerk
Resolution No. 13-4940

Reviewed by: ~~JH~~ City Administrator
~~MD~~ City Attorney

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

Submitted by: Jared G. Hancock, City Administrator

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Amended Diamond Mountain Bar and Grill Concession Agreement and Bar Operation Agreement

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: At its meeting of February 6, 2013, the City Council approved Resolution No. 13-4929, authorizing the execution of a concession agreement with Tammy Wheeler for the operation of the Diamond Mountain Golf Course Bar and Grill for the 2013 golf season. The California Department of Alcoholic Beverage Control requirements necessitate addressing the profit from the sale of alcoholic beverages separately from the sale of food. The Golf Committee met to discuss the issue and a separate agreement for the bar operations has been drafted. The Concession Agreement has been slightly modified and is attached showing the revisions on page three under section V - Payment. Ms. Wheeler is has agreed to the terms of the revision.

FISCAL IMPACT: None at this time.

ACTION REQUESTED: Motion to approve amended Diamond Mountain Bar and Grill Concession Agreement and Bar Operation Agreement with Tammy Wheeler for the operation of the Diamond Mountain Golf Course Bar and Grill for the 2013 season

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

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 31st and November 30th) 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 non alcoholic 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 \$19,198 in U.S currency with \$7,198 to be paid at contract signing for concession start up costs and the remainder 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, and insurance and licensing costs but shall not include liquor license costs, purchase or sale of alcohol or receipts threfrom, restaurant fixtures/equipment 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 15th 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. Premium for coverage will be paid by the City and included as a direct concession operating cost as defined in Section V.

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

RENTAL AGREEMENT

BAR OPERATION

DIAMOND MOUNTAIN BAR AND GRILL

This Agreement is made between the City of Susanville(City), the owner of the Diamond Mountain Golf Course and Tammy Wheeler(Operator), the Contract Operator of the Diamond Mountain Bar and Grill.

WHEREAS, Operator has applied for a Type 47 license with the State of California Department of Alcoholic Beverage Control, and

WHEREAS, City wishes to allow Operator to sell alcoholic beverages, the cost of which shall be at her sole expense and as allowed under said license and,

WHEREAS, City is not allowed to receive any rent that derives from calculation of the proceeds of sale of alcoholic beverages,

WHEREAS City expressly waives any claims to the proceeds of sale of said alcoholic beverages either directly or indirectly,

NOW THEREFORE IT IS AGREED that in connection with Operator performing the duties under the Agreement known as the *Diamond Mountain Bar and Grill Concession Agreement* she shall also be able to dispense alcoholic beverages under her Type 47 license and shall have exclusive use of the bar facility within the Diamond Mountain Bar and Grill and shall be entitled to all of the proceeds of sale of said alcoholic beverages.

In exchange for the exclusive use of the bar facility she shall pay to City the sum of \$1,000 per month beginning when the Type 47 License is issued and continuing until concession activities for the 2013 golf season cease.

This Agreement shall be read in conjunction with the above referenced *Diamond Mountain Bar and Grill Concession Agreement*.

Executed on _____, 2013 at Susanville, California.

CITY OF SUSANVILLE

OPERATOR

Rod E. De Boer, Mayor

Tammy Wheeler

ATTEST:

APPROVED AS TO FORM:

Gwenna MacDonald, City Clerk

Peter M. Talia, City Attorney

Reviewed by:  City Administrator
 City Attorney

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

Submitted By: Jared G. Hancock, City Administrator

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Water Meter Replacement Project Consolidation **Resolution No. 13-4938**

PRESENTED BY: Craig Platt, Public Works Director

SUMMARY: On May 21, 2008 the City Council approved a rate increase for water with the additional funds being set aside for water system improvements. After careful analysis of the system, it was determined that one of the primary issues facing the system was related to older water meters that were not capable of registering low flow usage resulting in loss of revenue to the utility and difficulty calculating actual water usage within the City. The City decided to undertake a universal meter upgrade program. This was done at no cost to the rate payer and original calculations indicated a cost recovery period of approximately 3-5 years while also streamlining the meter reading process through the installation of radio read meters, replacement of older and leaking meter sets and accurately tracking water used within the City. On April 15, 2009 the City Council approved the first phase of the water meter replacement program and additional replacement phases have been approved on December 15, 2010 and July 18, 2012. Each of these projects was assigned individual project numbers and a summary is provided below. It is now recommended that we consolidate these projects into a single meter replacement project and close out the prior projects.

Project Number	Labor	Materials	Equipment	Meters Replaced
08-502	\$12,000	\$60,000		300
10-502	\$29,000	\$158,000	\$43,000	389**
12-503	\$20,000	\$246,000	\$12,000	1,200
13-500	\$25,400	\$254,000	\$16,000	1,200

**Project 10-502 was originally designed to replace 1200 meters but was not fully funded due to a concern that it would impact our debt service requirement. Project was modified to replace 300 regular meter sets and 89 large meter sets.

There is currently \$24,035 remaining in these project funds. On February 20, 2013 an additional project was approved for 1200 meters and staff is proposing that they be consolidated into a single project. Staff is requesting that the remaining \$24,035 from the previous projects be allocated to the current replacement project consisting of \$10,088 for labor, \$2,890 for materials and \$11,057 for equipment

There are currently 3,803 meters within the City, consisting of:

Meters		Replaced		Remaining	
3549	5/8 x 3/4	1,915	5/8 x 3/4	1,634	5/8 x 3/4
94	1"	18	1"	76	1"
34	1 1/2"	7	1 1/2"	27	1 1/2"
110	2"	20	2"	90	2"
7	3"	0	3"	7	3"
8	4"	4	4"	4	4"
1	6"	1	6"	0	6"
<u>3,803</u>		<u>1,965</u>		<u>1,838</u>	

We currently have 30 – 5/8 x 3/4 inch, 15 – 1 inch and 2 – 2 inch meters in inventory with an additional 1,200 5/8 x 3/4 in route.

It is also anticipated that an additional \$340,300, consisting of \$63,000 for labor, \$265,000 in materials and \$12,300 in equipment will be necessary to complete the entire project, bringing the total cost of the replacement project to \$98,488 for labor, \$521,890 for materials and \$35,657 for equipment. It is also understood that the cost can be subject to change due to fluctuation in meter costs and labor costs when unforeseen difficulties arise. Approval of these additional funds will result in a remaining cash balance in the water infrastructure fund of \$482,643.87.

FISCAL IMPACT: Total combined project cost of \$659,735.

ACTION REQUESTED: Motion to approve Resolution No. 13-4938 Authorizing Consolidation of the Water Meter Replacement projects.

ATTACHMENTS: Resolution No. 13-4938

**RESOLUTION NO. 13-4938
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AMENDING THE 2012-2013 BUDGET FOR THE WATER METER
REPLACEMENT PROJECT CONSOLIDATION**

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 has identified the need to consolidate all the water meter replacement projects into one;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville that a budget amendment to increase expenses for the 7114 Water Fund in the amount of \$364,335 to consolidate and complete the water meter replacement project.

Dated: March 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 March, 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
~~AM~~ City Attorney

 Motion only
 Public Hearing
 Resolution
 Ordinance
 X Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: March 20, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Purchase options for Airport Hangar Lot #29

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: An oral update will be given regarding options for purchase of Airport Hangar Lot #29 owned by Ryan Potter.

FISCAL IMPACT: N/A

ACTION REQUESTED: Information Only

ATTACHMENTS: None