

Reviewed by: GH City Administrator  
DM City Attorney

Motion Only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

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

**Action Date:** June 18, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** **Resolution No. 14-5067** Approving agreement between the Lassen Union High School District and the City of Susanville for a School Resource Officer, authorizing the Mayor to sign agreement, and authorizing amendments to the budget and the staffing plan.

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

**SUMMARY:** At the June 4, 2014 City Council meeting staff requested direction after presenting a draft agreement between the City of Susanville and the Lassen Union High School for School Resource Officer on the high school campus. Upon receiving direction, the agreement was delivered to the school district for their review. On June 10, 2014, the Lassen High School District reviewed and approved the same agreement at their board meeting. The three-year agreement is back before the City Council for possible approval. Approval will allow the Susanville Police Department to hire a new police officer to backfill the School Resource Officer position. The School Resource Officer will be a full-time position, assigned to the Lassen High School campus during school hours for the purpose of elevating campus safety. The position will also be involved in the training and education of staff and students in the area of personal and campus safety. Through the agreement, the school district has agreed to pay \$68,570.00 towards the salary and benefits of a police officer. This amount is the total compensation package of an entry level police officer. The City would be agreeing to provide a seasoned police officer for the SRO position, as well as all required training, equipment and supervision for the officer. The approval of this agreement will require amendments to the budget and the staffing plan to accommodate the additional revenue, expenditures and police officer position.

**FISCAL IMPACT:** The addition of the additional police officer position will be cost neutral, however the costs associated with overtime, training, supervision and equipment will be the City's responsibility. The fiscal impact will be absorbed in the current police department budget.

**ACTION**

**REQUESTED:**       **Resolution No. 14-5067** Approving agreement between the Lassen Union High School District and the City of Susanville for a School Resource Officer, authorizing the Mayor to sign agreement and authorizing amendments to the budget and the staffing plan.

**ATTACHMENTS:**   **Resolution No. 14-5067**  
Agreement

**RESOLUTION NO. 14-5067**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE  
APPROVING AGREEMENT WITH THE LASSEN HIGH SCHOOL DISTRICT  
FOR SCHOOL RESOURCE OFFICER SERVICES, AUTHORIZING THE MAYOR TO  
SIGN AGREEMENT AND AUTHORIZING AMENDMENTS TO THE BUDGET AND  
THE AUTHORIZED STAFFING PLAN**

**WHEREAS,** the City of Susanville having been requested to provide a School Resource Officer to Lassen Union High School District providing campus security services; and

**WHEREAS,** the City staff has prepared an agreement for said services; and

**WHEREAS,** The Lassen High School District has approved the agreement at a regularly scheduled board meeting on June 10, 2014,

**NOW THEREFORE,** be it resolved that the City Council does hereby approve the Agreement between the Lassen Union High School District and the City of Susanville, a copy of which is attached hereto as Exhibit "A" and does further authorize the Mayor to sign the same.

**BE IT FURTHER RESOLVED,** that the City Council authorizes the necessary amendments to the budget and authorized staffing plan to accommodate execution of said agreement.

APPROVED: \_\_\_\_\_  
Rodney DeBoer, 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 18<sup>th</sup> day of June, 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

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

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

AGREEMENT  
BETWEEN  
THE CITY OF SUSANVILLE POLICE DEPARTMENT AND  
THE LASSEN UNION HIGH SCHOOL DISTRICT

This Agreement is made on this 10th day of June, 2014, by and between the City of Susanville, a municipal corporation and general law city of the State of California, hereinafter referred to as the "City: and Lassen Union High School District, a school district organized and existing under the law of the State of California, hereinafter referred to as the "District".

**PURPOSE OF AGREEMENT:**

The purpose of this Agreement is to state the terms and conditions under which City will furnish supplemental law enforcement, consisting of a School Resource Officer to the high school campus located on 1110 Main Street in Susanville, hereinafter referred to as the "protected property".

**FURNISHING OF LAW ENFORCEMENT SERVICES:**

City shall furnish a career law enforcement officer (hereinafter referred to as "police officer"), as defined by Penal Code Section 830.1, of City's own choice and designation to the protected property, generally from Monday through Friday, as follows: Work hours at the protected property shall generally be between the times of 0730 – 1530 hours, during regularly scheduled school days.

Said police officer shall be primarily responsible to attend to law enforcement duties on District property. However, there may be times when said officer is unavailable to be present on District property during regular school hours and the parties hereto recognize, understand and agree that at those times it will be necessary for said police officer to be unavailable to District. The parties hereto recognize, understand and agree that the City, will attempt to limit the amount of time said police officer is unavailable to the District during normal school hours.

The police officer shall spend the majority of his/her time in and around the protected property; provided, however, said police officer may respond as backup to major in-progress calls anywhere in the city, when necessary, in the discretion of said police officer and/or City. The police officer will maintain full law enforcement authority to investigate crimes on the protected property and shall report to the Shift Supervisor at City's police department when initiating a crime investigation.

City agrees to furnish a police officer to District for special events outside of the school day for up to an including no more than seven, (7) events per school year. Police coverage for more than seven, (7) events per year, or request for more than one police officer, shall be billed to the District at an hourly rate set by the City of Susanville for police services. The current police services hourly rate is \$63.00, subject to adjustment

annually. For the purpose of this agreement, special events are defined as youth sports and school dances held within the City of Susanville.

The City agrees to provide status updates on the SRO program to the District at their regularly scheduled board meetings up to three (3) times per calendar year.

**FACILITIES:**

District shall provide to City's police officer, while said police officer is on duty at the protected property, office space equipped with a desk, telephone, computer, sufficient chairs and other technological equipment as agreed upon between City and District.

City shall provide all training, equipment, vehicle, and supplies to police officer needed to facilitate this agreement

**POLICE OFFICERS ARE EMPLOYEES OF CITY:**

All police officers furnished by City shall be employees of the City of Susanville and shall be at all times subject to the supervision and control of City. District shall not have any supervision responsibilities of said police officer. City shall have the sole responsibility of paying the salaries, taxes (including, but not limited to, retirement benefits, federal social security taxes and federal and California unemployment taxes) and all other expenses relating to each police officer of City.

**POLICE OFFICERS SERVICES HEREUNDER:**

City police officer services hereunder shall encompass only law enforcement duties including but not limited to the following services: (a) physical presence on the protected property; (b) address crime and disorder problems; (c) develop or expand crime prevention efforts; (d) educate staff in crime prevention and safety, as well as in the identification of crime and related issues; (e) conduct assessments of physical and procedural issues involving safety and security; (f) assist in the development of policy by the District that addresses crime, as well as recommend procedural changes in such policies; and (g) assist in the identification of physical changes in the environment that may reduce crime.

**GENERAL DUTIES OF THE POLICE OFFICER:**

The general duties of the police officer are to: (a) provide education, when appropriate, to District in the prevention, identification and control of crime and related issues; (b) establish an office of operations as the protected property; (c) establish a scheduled presence at the protected property during special events and athletic contests; (d) provide escorts upon request for staff, students and visitors to the protected property; (e) conduct assessments of physical and procedural issues involving safety and security; (f) conduct meetings with District as needed; (g) assist administrative personnel in investigation of crimes committed on the protected property.

**WORKERS COMPENSATION COVERAGE:**

City shall provide and maintain during the course of this Agreement workers compensation coverage for the protection of City's employees engaged in work pursuant to this Agreement.

**INDEMNITY:**

District shall defend, indemnify and hold harmless City, its officers, directors and employees and each of them, from any and all claims, demands, causes of actions, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever, arising out of or in connection with District performance of this contract for: (a) bodily injury including, but not limited to bodily injury, sickness or disease, emotional injury or death to any person(s); and (b) damaged to property of anyone including loss of use thereof.

City shall defend, indemnify and hold harmless District, its officers, directors and employees and each of them, from any and all claims, demands, causes of actions, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, or every kind and nature whatsoever, arising out of or in connection with City's performance of this contract for: (a) bodily injury including but not limited to, bodily injury, sickness or disease, emotional injury or death to any person(s); and (b) damage to property of anyone including loss of use thereof.

**SOLE AGREEMENT:**

This Agreement constitutes the sole agreement of the parties hereto relating to the matters set forth herein and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**WAIVER:**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provisions of this Agreement.

**GOVERNING LAW:**

This Agreement and all matters relating to it shall be governed by the laws of the State of California.

**TERM/RENEWAL:**

The term of this Agreement covers the 2014-15, 2015-16, and 2016-17 school years. The parties may renew this Agreement in writing for another term upon approval by the District and City.

**TERMINATION:**

This Agreement may be terminated by either party no later than May 31<sup>st</sup> of each year, one year in advance, by giving written notice of its intent to terminate the Agreement.

**INSURANCE:**

Each of the parties shall respectively furnish and keep in full force and effect at all times during the term of this Agreement the following insurance:

Public liability insurance in the minimum amounts of \$1,000,000 for one person and of \$2,000,000 for more than one person for loss from a tort resulting in bodily injury or death, naming the other party as an additional insured and providing a Certificate of Insurance to that effect. Membership in a governmental self-insurance pooling arrangement is acceptable.

District shall name the City, its Governing Board, officers, agents, and employees as an additional insured and provide the City with a copy of the certificate insurance and the additional named insured endorsement prior to the commencement of this agreement.

City shall name the District, its Governing Board, officers, agents, and employees as an additional insured and provide the District with a copy of the certificate insurance and the additional named insured endorsement prior to the commencement of this agreement.

**COMPENSATION:**

For the services agreed to be performed, the District shall pay the City the sum of Sixty-Eight Thousand, Five Hundred Seventy dollars (\$68,570.00) per year, payable in equal quarterly payments of (\$ 17,142.50), commencing July 1, 2014.

It is agreed that at any time either City or the District may reopen this contract for the purpose of negotiating lower or higher fees for the services to be performed under this Agreement.

**MODIFICATION**

This agreement shall not be modified except in writing executed by both parties.

**NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

**HIRING CITY'S EMPLOYEES:**

The District shall not either during the term of this Agreement or for a period of one year following its termination, hire for its own employment any of the employees of the City who performed services at any time in carrying out the terms of this Agreement.

**NOTICES**

Any notice submitted or communicated required or permitted to be served on a party hereto, may be served by personal delivery to the person or office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below and deposited said envelope on the United States mail to:

CITY:  
Thomas V. Downing  
Chief of Police  
Susanville Police Department  
1801 Main St.  
Susanville, CA 96130

DISTRICT:  
Richard R. DuVarney  
Interim Superintendent  
Lassen High School District  
1000 Main St.  
Susanville, CA 96130

**AUTHORITY OF PERSONS SIGNING AGREEMENT:**

The person(s) signing this Agreement on behalf of the City and District have been authorized to do so by their respective governing bodies and this Agreement has been duly executed and delivered in accordance with the authorization and constitutes a legal, valid and binding obligation of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates following their respective signatures below:

CITY OF SUSANVILLE

LASSEN UNION HIGH SCHOOL DISTRICT

\_\_\_\_\_  
Rod DeBoer, Mayor

  
\_\_\_\_\_  
Richard R. DuVarney, Interim Superintendent

Attest:

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

Reviewed by: JGH City Administrator  
MM City Attorney

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- Public Hearing
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**Submitted by:** Jared G. Hancock, City Administrator

**Action Date:** June 18, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Contract with Sysco for food purchases for Diamond Mountain Golf Course

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

**SUMMARY:** The Diamond Mountain Golf Course Restaurant has previously requested that we set up a purchase contract with Sysco for food purchases at the Golf Course. At that time, the contract had language that we attempted to amend however, the changes made were not accepted by Sysco. We are bringing back the original contract for review and adoption.

**FISCAL IMPACT:** Not known at this time.

**ACTION REQUESTED:** Direct staff to enter into a purchasing contract with Sysco.

**ATTACHMENTS:** Sysco Contract.

*So we deliver accurate orders, on time, to the right person, at the right place...*

*So we understand your company's history...*

*So the products and services we offer fit your needs exactly...*

*So we're familiar with your professional support people...*

*So we understand your company's personality in the marketplace...*

MARKETING ASSOCIATES NAME & CODE: \_\_\_\_\_

WE'D LIKE YOUR BILLING AND SHIPPING ADDRESSES:

DATE \_\_\_\_\_

**SHIPPING ADDRESS:**

DBA TRADE NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP+4 \_\_\_\_\_  
 PHONE NUMBER \_\_\_\_\_

**BILLING ADDRESS:**

LEGAL NAME OF COMPANY (CORPORATE, PARTNERSHIP OR PROPRIETORSHIP NAME) \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP+4 \_\_\_\_\_  
 ACCOUNTS PAYABLE CONTACT AND PHONE NUMBER \_\_\_\_\_

**FEDERAL TAX ID**

A/P FAX NUMBER \_\_\_\_\_ A/P EMAIL ADDRESS \_\_\_\_\_

SHOULD YOU HAVE MULTIPLE UNITS PLEASE ATTACH A COMPLETE LIST

METHOD OF STATEMENT DELIVERY MAIL \_\_\_\_\_ EMAIL \_\_\_\_\_ FAX: \_\_\_\_\_

**TELL US THE FACTS ABOUT YOUR BUSINESS:**

PROPRIETORSHIP  PARTNERSHIP  LIMITED PARTNERSHIP  CORPORATION (State incorporated in \_\_\_\_\_)  LIMITED LIABILITY COMPANY  NON-PROFIT  
 NEW OWNER?  YES  NO PURCHASE DATE \_\_\_\_\_ LENGTH OF PRESENT OWNERSHIP \_\_\_\_\_  
 NEW BUSINESS?  YES  NO LENGTH OF TIME IN BUSINESS \_\_\_\_\_ LENGTH OF PRESENT OWNERSHIP \_\_\_\_\_  
 BUILDING/FACILITIES:  OWNED  LEASED OWNER'S NAME \_\_\_\_\_

**PROVIDE THE FOLLOWING INFORMATION FOR INDIVIDUAL PROPRIETORS, GENERAL PARTNERS OR CORPORATE OFFICERS:**

NAME AND TITLE _____	NAME AND TITLE _____	NAME AND TITLE _____
HOME ADDRESS _____	HOME ADDRESS _____	HOME ADDRESS _____
CITY, STATE, ZIP _____	CITY, STATE, ZIP _____	CITY, STATE, ZIP _____
HOME PHONE NO. _____	HOME PHONE NO. _____	HOME PHONE NO. _____
SOCIAL SECURITY NO. _____ % OWNERSHIP _____	SOCIAL SECURITY NO. _____ % OWNERSHIP _____	SOCIAL SECURITY NO. _____ % OWNERSHIP _____
DRIVER'S LICENSE NO. _____ STATE _____	DRIVER'S LICENSE NO. _____ STATE _____	DRIVER'S LICENSE NO. _____ STATE _____

**TELL US ABOUT YOUR OPERATION:**

TYPE OF BUSINESS:  RESTAURANT/FINE DINING  FAST FOOD  FAMILY  MOTEL/HOTEL  CAPACITY \_\_\_\_\_  INSTITUTIONAL  
 HOSPITAL  NURSING HOME NUMBER OF BEDS \_\_\_\_\_  OTHER (please specify) \_\_\_\_\_  
 CUISINE \_\_\_\_\_

GENERAL INFORMATION: WEEKLY PURCHASES \$ \_\_\_\_\_ MONTHLY SALES VOLUME \$ \_\_\_\_\_ NO. OF EMPLOYEES \_\_\_\_\_

**AUTOMATIC PAYMENT IS AVAILABLE:** WOULD YOU LIKE MORE INFORMATION?  YES  NO

**FILL US IN ON WHO YOUR BANKER IS:**

BANK NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_  
 LOAN OFFICER/CONTACT PERSON \_\_\_\_\_ PHONE NO. \_\_\_\_\_  
 CHECKING (ACCOUNT NO.) \_\_\_\_\_ BALANCE \_\_\_\_\_ LOANS (ACCOUNT NO.) \_\_\_\_\_ BALANCE \_\_\_\_\_

**GIVE US A FEW REFERENCES, FOOD DISTRIBUTORS PREFERRED:**

BUSINESS NAME _____	BUSINESS NAME _____	BUSINESS NAME _____
STREET ADDRESS _____	STREET ADDRESS _____	STREET ADDRESS _____
CITY, STATE, ZIP _____	CITY, STATE, ZIP _____	CITY, STATE, ZIP _____
PHONE NO. _____	PHONE NO. _____	PHONE NO. _____
ACCOUNT NUMBER _____	ACCOUNT NUMBER _____	ACCOUNT NUMBER _____

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by: \_\_\_\_\_  
 Authorized Officer's Printed Name \_\_\_\_\_ Authorized Officer's Title \_\_\_\_\_

Authorized Officer's Signature \_\_\_\_\_

## TERMS, CONDITIONS & SECURITY AGREEMENT

1. **Purpose and parties.** This document is your credit application with Sysco, and if your application is approved, your credit agreement with Sysco (as the same may be renewed, extended, amended or restated from time to time, the "Credit Agreement"). "Sysco" means, separately and collectively, Sysco Corporation, The SYGMA Network Inc., FreshPoint, Inc., and their respective operating subsidiaries and affiliates. You may obtain a complete list of these companies from Sysco's credit department. The term Sysco in context therefore means one or more Sysco companies that provide goods, services, credit, or financial accommodations, to Customer from time to time. "Customer" means applicant. This application is not binding upon Sysco unless approved by Sysco in writing. Even if approved, Sysco in its sole discretion may terminate Customer's credit privileges under this Credit Agreement at any time without prior notice to Customer, except as otherwise provided by law.
2. **Scope of agreement.** This Credit Agreement applies to all of Customer's purchases of goods and services from Sysco. This agreement consists of these terms and conditions and any distribution agreements, invoices or other Sysco documents approved by Sysco in writing to evidence Customer's obligations to Sysco (the "Obligations"), all of which are incorporated in this agreement by reference. Except as to quantity of goods ordered, Customer agrees that Sysco is not subject to any terms and conditions set forth in any purchase order, confirmation or other communication from Customer that would supplement or vary this agreement.
3. **Payment and performance.** Payment is due at the physical location of the Sysco company that provided this credit application, or at such other address as Sysco may designate in writing from time to time. If Customer does not pay or perform on time, all amounts owed, less any unearned charges, become immediately due and payable in full. Subject to any legal limits, Customer agrees to pay: (a) interest of the lesser of (i) 1.5% per month and (ii) the highest non-usurious rate permitted by applicable law on past due amounts from date due until paid; (b) all costs of collection (e.g., attorneys' fees and expenses); and (c) a \$50 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law. In each instance, all charges and fees, and Sysco's rights and remedies, are subject to and automatically constrained by applicable law.
4. **Governing law; forum for disputes.** The parties choose the laws of the state of California to govern all aspects of this credit application and agreement and all transactions and disputes by and between the parties, without regard to any conflicts of law provisions of California. The parties agree to designate the federal and state courts of California as the exclusive place of venue and jurisdiction for any dispute between them, and Customer waives any right Customer may have to transfer or change venue regarding Customer's obligations to Sysco under this credit application.
5. **Special orders.** If Customer ceases doing business with Sysco for any reason, Customer must immediately purchase from Sysco any remaining proprietary or special order items in Sysco's inventory obtained or held for Customer.
6. **Prompt notice of any nonconforming items.** Customer agrees that Sysco is not responsible for any product nonconformity as to quantity, quality or price, unless noted on the original delivery receipt at the time of delivery, or unless Sysco is specifically notified in writing the nonconformity, within three (3) days of delivery by certified mail return receipt requested.
7. **Credit approvals; no assignments.** Sysco may establish a credit limit for Customer's account. Customer agrees that Sysco in its sole discretion may increase, decrease or terminate credit at any time. Customer may not assign any rights or benefits under this Credit Agreement without Sysco's prior written consent, which consent may be withheld in Sysco's sole discretion. If Customer is a corporation or other entity, a transfer or assignment of a majority of the equity interest in Customer is considered an assignment within the meaning of this provision.
8. **Payment Terms.** Sysco in its sole discretion may establish or determine payment terms with Customer or any related customer. Sysco reserves the right to modify payment terms for Customer or any related customer if, in Sysco's sole discretion, Sysco becomes aware of circumstances that may materially and adversely impact such entity's ability to meet its financial obligations when due. These rights to modify payment terms are not deemed to be a modification of the Terms and Conditions of this Credit Agreement for credit and are in addition to the rights described in any of Sysco's credit, return and collection policies that may have been provided to Customer.
9. **Credit reports and credit information.** Sysco is relying upon the information provided by Customer as Inducement to extend credit to Customer. Customer understands this and certifies to Sysco that all information Customer has provided, or provides in the future, is true, complete, and not misleading, in each and every respect. Customer authorizes Sysco to investigate Customer's credit and business affairs. Customer agrees that Sysco may request consumer reports and other available credit reports about Customer in connection with this application, when Sysco is reviewing, updating or collecting credit from Customer in the future, and as otherwise permitted by applicable law. Upon Customer's request, Sysco will inform Customer if a consumer report was requested and the name and address of any reporting agency that furnished any such consumer report. Customer agrees to notify Sysco in writing by certified mail return receipt requested of any material changes in Customer's financial condition or business affairs, including, without limitation, any changes in financial information or condition, ownership, addresses, business locations, telephone, contact information, and other matters.
10. **Security Agreement.** In the event this application is approved, as collateral security for the prompt and complete payment and performance of all of Customer's present or future indebtedness, obligations and liabilities to Sysco (the "Obligations"), Customer hereby grants to Sysco a continuing security interest in, and mortgage to, to the following (the "Collateral"): all (i) goods, including, without limitation, all goods now or hereafter delivered on credit to Customer pursuant to this Credit Agreement, and more fully described on invoices issued to Customer by Sysco, (ii) inventory, (iii) equipment, (iv) instruments, (v) chattel paper, (vi) documents, (vii) accounts, (viii) accounts receivable, (ix) general intangibles, (x) deposit accounts, (xi) investment property, and (xii) payment intangibles in which Customer now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.
11. **Financing Statements.** Customer hereby irrevocably authorizes Sysco at any time, and from time to time, to file in any filing office in any Uniform Commercial Code ("UCC") jurisdiction any initial financing statements describing the Collateral as all assets of Customer or language of similar effect and any continuation statements or amendments thereto. Customer also ratifies its authorization for Sysco to have filed in any UCC jurisdiction, any like initial financing statements, or continuation statements, or amendments, if filed before the date of this Credit Agreement.
12. **Events of default.** Each of the following constitutes an "Event of Default": (a) not paying or performing all or any part of the Obligations when due; (b) any representation or warranty made or deemed made by Customer, or any guarantor of the Obligations (each a "Guarantor" and together with Customer, the "Obligated Parties"), in this Credit Agreement or in any related document shall be false, misleading, or erroneous in any material respect when made or deemed to have been made; (c) any Obligated Party shall suspend or discontinue its business operations, or shall generally fail to pay its debts as they mature, or shall file a petition commencing a voluntary case concerning any Obligated Party under any chapter of the United States Bankruptcy Code; or any involuntary case shall be commenced against any Obligated Party under the United States Bankruptcy Code; or any Obligated Party shall become insolvent (howsoever such insolvency may be evidenced); (d) Any Obligated Party, shall fail to pay when due any principal of or interest on any debt (other than the Obligations), or the maturity of any such debt shall have been accelerated, or any event shall have occurred that permits any holder of such debt to accelerate the maturity thereof; (e) this Credit Agreement or any related documents shall cease to be in full force and effect or enforceability thereof shall be contested by any Obligated Party or any Obligated Party shall deny that it has any further liability under this Credit Agreement or any related documents, or any lien created by this Credit Agreement shall for any reason cease to be a valid, first priority perfected lien upon any of the collateral purported to be covered thereby; or (f) the death or incapacity of any Guarantor. Upon an Event of Default, Sysco may without notice terminate Customer's credit privileges under this Credit Agreement or declare the Obligations or any part thereof to be immediately due and payable, or both, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Customer; provided, however, that upon the occurrence of an Event of Default under clause (c) above, the Customer's credit privileges shall automatically terminate, and the Obligations shall become immediately due and payable, in each case without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Customer. In addition to the foregoing, if any Event of Default shall occur and be continuing, Sysco may exercise all rights and remedies available to it in law or in equity, including, all the remedies of a secured party under the UCC, under this Credit Agreement, or otherwise. Reasonable notification of the time and place of any public sale of the Collateral, or reasonable notification of the time after which any private sale or other intended disposition of the Collateral is to be made, shall be sent to Customer at the address provided in this application and to any other person entitled to notice under the UCC; provided that, if any of the Collateral threatens to decline speedily in value or is of the type customarily sold on a recognized market, Sysco may sell or otherwise dispose of the Collateral without notification, advertisement, or other notice of any kind. It is agreed that notice sent or given not less than five (5) business days prior to the taking of the action to which the notice relates is reasonable notification.
13. **Severability.** Each and every provision of the Agreement is severable from any and all other provisions of this Agreement. In the event that any provision of this Agreement is held to be invalid, the other provisions shall continue in full force and effect, and the offending provision, to the extent practicable, shall be reformed so as to achieve its intended purpose.
14. **Other provisions.** This Agreement is binding upon Sysco and Customer and their respective heirs, successors, assigns, representatives and survivors and shall inure to the benefit of Sysco, its successors and assigns. I (We) certify that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes.
15. **Notice to Sysco.** Any notices that Customer provides to Sysco regarding this Credit Agreement must be in writing and directed to the attention of Sysco's credit department manager at the company and address specified below.  

Sysco Sacramento, Inc  
 7062 Pacific Avenue  
 Pleasant Grove, CA. 95668

**Notice for non-trade customers only.** This notice is for applicants who have not requested trade credit from Sysco. If this application is not fully approved or if any other adverse action is taken, the applicant has the right to request a statement of specific reasons for such action within 60 days of Sysco's notification of such adverse action. Sysco must then provide the statement within 30 days of applicant's request. An applicant's request for a statement of specific reasons should be directed to: Sysco Credit Department, 7062 Pacific Avenue, Pleasant Grove, CA. 95668. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

### ACCEPTANCE OF THIS APPLICATION DOES NOT INDICATE AN OFFER OF TERMS.

**THE PERSON EXECUTING THIS AGREEMENT HAS AUTHORITY TO BIND THE CUSTOMER AND IS AUTHORIZED BY THE CUSTOMER TO ENTER INTO THE CREDIT APPLICATION TERMS AND CONDITIONS.**

LEGAL NAME OF COMPANY (CORPORATE, PARTNERSHIP OR PROPRIETORSHIP NAME): \_\_\_\_\_

DBA NAME (SHIP TO NAME) \_\_\_\_\_

BY AUTHORIZED AGENT: (PRINTED NAME & TITLE) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Sysco to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C.1681. ET SEQ, as amended from time to time.

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

For Sysco's use only

Notwithstanding the signature below of a sales representative, evidencing only the optional review of the foregoing, the credit department of Sysco shall in no way be bound thereby to act upon this application or extend credit to the Applicant.

SALES REPRESENTATIVE NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## INDIVIDUAL PERSONAL GUARANTY

1. **Purpose and parties.** In this guaranty, Sysco has the same meaning set forth in Sysco's Terms and Conditions above (as the same may be renewed, extended, amended or restated from time to time, the "Credit Agreement"). In this Guaranty "Customer" means the Individual or Business Entity Applicant set forth immediately above the signature blocks hereto. "Guarantor" means each signing below, who, by executing this guaranty, represents that he has a personal financial interest in Customer and reasonably anticipates receiving a direct or indirect benefit from any credit provided by Sysco to Customer from time to time. To induce Sysco to enter into the Credit Agreement and for value received, Guarantor personally guarantees the prompt and punctual payment and performance when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, of any and all of Customer's obligations, indebtedness and liabilities of every kind, nature and character, direct or indirect, liquidated or unliquidated, and whether for principal interest, premiums, fees, indemnities, damages, costs, expenses or otherwise to Sysco at any time created or arising, whether matured or contingent, including, without limitation, all liabilities under the Credit Agreement (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys fees and expenses incurred by Sysco in connection with the collection or enforcement thereof, and including all interest that accrues upon such liabilities and obligations, including interest as set forth in Section 3 of the Credit Agreement and interest that accrues after the commencement by or against Customer of any proceeding under any applicable debtor relief laws) (the "Guaranteed Obligations"). This is an absolute, irrevocable, unconditional and continuing guaranty of payment, not a guaranty of collection, and Sysco may enforce Guarantor's obligations hereunder without first suing, or enforcing its rights and remedies against Customer or any other obligor or collecting any present or future collateral security for the Guaranteed Obligations.
2. **Notices.** Any notices that Guarantor provides to Sysco must be in writing and directed to the attention of Sysco's credit manager at the address specified in the Credit Agreement.
3. **Waivers and agreements.** Guarantor waives (a) except as expressly required hereby, promptness, diligence, notice of any default under the Guaranteed Obligations, notice of acceleration or intent to accelerate, demand for payment, notice of acceptance of this guaranty, presentment, notice of protest, notice of dishonor, notice of sales to Customer or the incurring by Customer of additional indebtedness, notice of any suit or other action by Sysco against Customer or any other person, any notice to any party liable for the obligation which is the subject of the suit or action, and all other notices and demands with respect to the Guaranteed Obligations and this guaranty; (b) any right to revoke this guaranty with respect to future indebtedness; (c) any right to require Sysco to do any of the following before Guarantor is obligated to pay the Guaranteed Obligations or before any Beneficiary may proceed against Guarantor: (i) sue or exhaust remedies against Customer and other guarantors or obligors, (ii) sue on an accrued right of action in respect of any of the Guaranteed Obligations or bring any other action, exercise any other right, or exhaust all other remedies, or (iii) enforce rights against Customer's assets or any collateral pledged by Customer to secure the Guaranteed Obligations; (d) any right relating to the timing, manner, or conduct of Sysco's enforcement of rights against Customer's assets or the collateral pledged by Customer to secure the Guaranteed Obligations; (e) if Guarantor and Customer (or a third-party) have each pledged assets to secure the Guaranteed Obligations, any right to require Sysco to proceed first against the other collateral before proceeding against collateral pledged by Guarantor; (f) (i) any principles or provisions of law, statutory, or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof, and (iii) any requirement that Sysco protect, secure, perfect or insure any security interest or lien or any property subject thereto; (g) if applicable, each of the foregoing rights or defenses, regardless whether they arise under (i) Section 43.001-005 of the Tex. Civ. Prac. & Rem. Code, as amended, (ii) Section 17.001 of the Texas Civil Practice and Remedies Code, as amended, (iii) Rule 31 of the Texas Rules of Civil Procedure, as amended, or (iv) common law, in equity, under contract, by statute, or otherwise; and (h) if applicable, any and all rights under Sections 51.003, 51.004 and 51.005 of the Texas Property Code, as amended.
4. **Obligations Not to be Diminished.** Guarantor further agrees that its obligations under this guaranty shall not be released, discharged, diminished, impaired, reduced, or affected for any reason or by the occurrence of any event, including, without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor: (a) the taking or accepting of collateral as security for any or all of the Guaranteed Obligations or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Guaranteed Obligations; (b) any partial release of the liability of Customer, Guarantor or any other obligor, or the full or partial release of Customer or any other guarantor or obligor from liability for any or all of the Guaranteed Obligations; (c) any disability of Customer, or the dissolution, insolvency, or bankruptcy of Customer,

or any other guarantor, or any other party at any time liable for the payment of any or all of the Guaranteed Obligations; (d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Guaranteed Obligations or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Sysco to Customer, Guarantor, or any other party ever liable for any or all of the Guaranteed Obligations; (f) any neglect, delay, omission, failure, or refusal of Sysco to take or prosecute any action for the collection of any of the Guaranteed Obligations or to foreclose or take or prosecute any action in connection with any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (g) the unenforceability or invalidity of any or all of the Guaranteed Obligations or of any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (h) any payment by Customer or any other party to Sysco is held to constitute a preference under applicable bankruptcy or insolvency law or if for any other reason Sysco is required to refund any payment or pay the amount thereof to someone else; (i) the settlement or compromise of any of the Guaranteed Obligations; (j) the non-perfection of any security interest or lien securing any or all of the Guaranteed Obligations; (k) any impairment of any collateral securing any or all of the Guaranteed Obligations; (l) the failure of Sysco to sell any collateral securing any or all of the Guaranteed Obligations in a commercially reasonable manner or as otherwise required by law; (m) any change in the corporate existence, structure, or ownership of Customer; or (n) any other circumstance which might otherwise constitute a defense available to, or discharge of, Customer or Guarantor.

5. **Subrogation.** Until the Guaranteed Obligations have been paid, in full, Guarantor hereby covenants and agrees that it shall not assert, enforce, or otherwise exercise (a) any right of subrogation to any of the rights, remedies or liens of Sysco or any other beneficiary against Customer or its affiliates or any other guarantor of the Guaranteed Obligations or any collateral or other security, or (b) unless such rights are expressly made subordinate to the Guaranteed Obligations (in form and upon terms acceptable to Sysco) and the rights or remedies of Sysco under this guaranty and the Credit Agreement, any right of recourse, reimbursement, contribution, indemnification, or similar right against Customer or its affiliates or any other guarantor of all or any part of the Guaranteed Obligations.
6. **Termination.** This guaranty is a continuing and irrevocable guaranty of all Guaranteed Obligations. No termination of this guaranty shall be affected by the death of Guarantor. This guaranty shall be effective regardless of any subsequent incorporation, reorganization, merger or consolidation of the Customer, change of partners, change of name or any other change in the composition, nature, personnel or location of Customer whatsoever.
7. **Consent to Sysco's Acts.** Guarantor agrees that Sysco may, at any time and from time to time, and without notice to Guarantor, make any agreement with Customer or with any other person or entity liable on any of the Guaranteed Obligations, for the extension, renewal, payment, compromise, discharge or release of the Guaranteed Obligations (in whole or in part), or for any modification or amendment of the terms thereof or of any instrument of agreement evidencing the Guaranteed Obligations, all without in any way impairing, releasing, discharging or otherwise affecting the obligations of Guarantor under this guaranty. Further, Guarantor consents to the taking of, or failure to take, any action that might in any manner or to any extent vary the risks of Guarantor under this guaranty or which, but for this provision, might operate as a discharge of Guarantor.
8. **Insolvency of Customer.** This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any portion of the Guaranteed Obligations is revoked, terminated, rescinded or reduced or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of Customer or any other person or entity or otherwise, as if such payment had not been made and whether or not Sysco is in possession of or has released this guaranty and regardless of any prior revocation, rescission, termination or reduction.
9. **Financial Condition of Guarantor.** The liability of Guarantor hereunder shall, at the option of Sysco, without notice, become immediately fixed and enforceable for the full amount thereof, whether then due or not due, as though all of the Guaranteed Obligations had become past due. In the event that Guarantor shall make an assignment for the benefit of his/her creditors or a composition with creditors, shall be unable or admit in writing his/her inability to pay, or shall generally fail to pay, his/her debts as they mature, shall file a petition commencing a voluntary case concerning Guarantor under any chapter of Title 11 of the United States Code entitled "Bankruptcy"; or an involuntary case shall be commenced against Guarantor under any such chapter and relief is ordered against him or the petition is controverted but is not dismissed within sixty (60) days after the commencement of such case. In the event that Guarantor should breach or fail to timely perform any provisions of this guaranty, Guarantor shall, immediately upon demand by Sysco, pay Sysco all

costs and expenses (including court costs and reasonable attorneys' fees) incurred by Sysco in the enforcement hereof or the preservation of Sysco's rights hereunder. The covenant contained in this Paragraph 9 shall survive the payment of the Guaranteed Obligations.

10. **Credit Information.** Guarantor authorizes Sysco to investigate Guarantor's credit and business affairs. Guarantor agrees that Sysco may request consumer reports and other available credit reports about Guarantor in connection with this application, when Sysco is reviewing, updating or collecting credit from the Customer or Guarantor in the future, and as otherwise permitted by applicable law. Upon Guarantor's request, Sysco will inform Guarantor if a consumer report was requested and the name and address of any reporting agency that furnished any such consumer report.
11. **Payment and performance.** Payment is due at the physical location of Sysco specified in the Credit Agreement or at such other address as Sysco may designate in writing from time to time. In each instance, Sysco's rights and remedies under this guaranty, and amounts collected hereunder, are subject to and automatically constrained by applicable law.
12. **No Waiver.** No failure by Sysco to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right. The unenforceability or invalidity of any provision of this guaranty shall not affect the enforceability or validity of any other provision herein.
13. **Condition of Customer.** Guarantor acknowledges and agrees that he/she has the sole responsibility for, and has adequate means of, obtaining from Customer such information concerning the financial condition, business and operations of Customer as Guarantor requires, and that Sysco has no duty, and Guarantor is not relying on Sysco at any time, to disclose to Guarantor any information relating to the business, operations or financial condition of Customer. Guarantor represents and warrants as follows: (a) Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations; under this guaranty and this guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights, (b) Guarantor has received or will receive direct or indirect benefit from the making of this Guaranty and the creation of the Guaranteed Obligations, (c) the value of the consideration received and to be received by Guarantor hereunder is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, (d) that Sysco has made no representations to Guarantor in order to induce Guarantor to execute this guaranty, (e) the execution, delivery, and performance by Guarantor of this guaranty do not and will not violate or conflict with any law, rule, or regulation or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator and do not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties are bound, and (f) no authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this guaranty or the validity or enforceability thereof.
14. **Governing law; forum for disputes.** The parties choose the law of the state specified in the Credit Agreement to govern all aspects of this guaranty and all transactions between them, without regard to the conflicts of law provisions of that state. They designate the federal and state courts of that state as the exclusive place of venue and jurisdiction for any dispute between them; and Guarantor waives any right they may have to transfer or change venue regarding Guarantor's obligations to Sysco.
15. **Other provisions.** This guaranty is binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and inures to the benefit of Sysco. This guaranty may be assigned by Sysco without notice to Guarantor. If this guaranty is executed by more than one person, each person's obligations as a Guarantor hereunder shall be joint and several and all references to the singular are considered to include the plural.
16. **Amendments.** No provision of this guaranty may be waived, amended, supplemented or modified, except by a written instrument executed by Sysco and Guarantor making specific reference to the change to be made, and any attempted waiver, amendment, supplement or modification hereof, except by such a written instrument, shall be deemed null and void and of no effect.
17. **WAIVER OF JURY TRIAL; FINAL AGREEMENT. TO THE EXTENT ALLOWED BY APPLICABLE LAW, GUARANTOR AND SYSCO EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING OR ARISING OUT OF THIS GUARANTY. THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.**

LEGAL NAME OF COMPANY (CORPORATE, PARTNERSHIP OR PROPRIETORSHIP NAME):

DBA NAME (SHIP TO NAME)

PRINT NAME OF GUARANTOR

SIGNATURE

DATE

PRINT NAME OF GUARANTOR

SIGNATURE

DATE

PRINT NAME OF SYSCO SALESPERSON WITNESSING THIS DOCUMENT

SIGNATURE

DATE

USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE PERSONAL GUARANTEE SIGNATORY

## UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2-4)

Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	_____	MO <sup>16</sup>	_____
AR	_____	NE <sup>17</sup>	_____
AZ <sup>2</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>4</sup>	_____	NM <sup>4,18</sup>	_____
CT <sup>5</sup>	_____	NC <sup>19</sup>	_____
DC <sup>6</sup>	_____	ND	_____
FL <sup>7</sup>	_____	OH <sup>20</sup>	_____
GA <sup>8</sup>	_____	OK <sup>21</sup>	_____
HI <sup>4,9</sup>	_____	PA <sup>22</sup>	_____
ID	_____	RI <sup>23</sup>	_____
IL <sup>4,10</sup>	_____	SC	_____
IA	_____	SD <sup>24</sup>	_____
KS	_____	TN	_____
KY <sup>11</sup>	_____	TX <sup>25</sup>	_____
ME <sup>12</sup>	_____	UT	_____
MD <sup>13</sup>	_____	VT	_____
MI <sup>14</sup>	_____	WA <sup>26</sup>	_____
MN <sup>15</sup>	_____	WI <sup>27</sup>	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_  
(Owner, Partner or Corporate Officer)

Title: \_\_\_\_\_

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



Reviewed by: SH City Administrator  
MM City Attorney

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

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

**Action Date:** June 18, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Discussion of Potential Regulations for Hookah/Smoking Lounges and E cigarettes

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

**SUMMARY:** At the last two meetings the Council has received information regarding the proliferation of hookah bars and smoking lounges. In addition, the rapid growth in the popularity of electronic cigarettes (E-cigarettes) has the potential to create increased nicotine addiction and potential unknown health consequences to both the users and people who are subjected to the second hand vapor.

Direction was given to staff to get input on these issues from Lassen County Health Officer Kenneth Korver and based on Dr. Korver's input, staff recommend regulations for hookah bars, smoking lounges and E-cigarettes. Dr. Korver submitted comments in a letter to the City received on June 10, 2014 (attached) supporting the City's direction and urging that E-cigarettes be regulated in the same manner as tobacco cigarettes.

Based on Dr. Korver's support and the Council's direction, staff will prepare draft language to amend the City code to regulate these activities. The item will be brought back to the Council in the near future.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Give staff direction for the preparation of an ordinance to regulate hookah bars, smoking lounges and E-cigarettes.

**ATTACHMENTS:** Letter from Dr. Korver 6/10/14



# LASSEN COUNTY

## Health and Social Services Department

■ **HSS Administration**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8128

□ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108 / 8112  
**Chestnut Annex**  
1400-A & B Chestnut Street  
Susanville, CA 96130  
(530) 251-8112

□ **Patients' Rights Advocate**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8322

□ **Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183

□ **Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183

□ **Public Guardian**  
720-A Richmond Road  
Susanville, CA 96130  
(530) 251-8337

□ **Community Social Services**  
**Lassen WORKS**  
P. O. Box 1359  
720 Richmond Road  
Susanville, CA 96130  
(530) 251-8152

**Business & Career Network**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 257-5057

**Child & Family Services**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8277

**Adult Services**  
720 Richmond Road  
Susanville, CA 96130

□ **Veterans Services Office**  
1205 Main Street  
Susanville, CA 96130

June 10, 2014

Dear Mayor, Council Members, and City Administrator,

The Lassen County Public Health Department is committed to creating a healthier community for all residents where they live, work, learn, and play. The City of Susanville has been a leader in protecting the health of its residents – children and youth in particular – from the devastating consequences caused by tobacco use. We recognize that the City of Susanville is an essential and committed partner in achieving this shared mission and goal for all of our county residents and workforce. While we live and work in a remote and isolated area of California and we may think that we are immune from the long arm of the tobacco industry and the health consequences of tobacco use, we clearly are not. Concerns are being expressed almost daily about the increasing presence of e-cigarette products in our communities.

I recently came across the writings of a fellow health officer expressing his concern for the most recent efforts of the tobacco industry to circumvent decades of work to protect citizens from the devastating health effects of tobacco use. Dr. Tomás Aragón, adjunct faculty at the UC Berkeley School of Public Health, and the Health Officer of the City & County of San Francisco, in a recent presentation to his young daughter's class, could not have expressed my sentiments more accurately about the rising use of electronic smoking devices:

*We can all imagine zombies trying to get into our home — which we have fortified to protect us from the walking dead. The zombies are the tobacco industry. The fortified home is legislation to protect us from getting bitten and becoming one of them — nicotine addicted walking dead.*

*However, now the zombies have become body snatchers. They look normal — like us, but their nicotine bite is just as addictive. The body snatchers are the tobacco industry peddling e-cigarettes. They lull us into believing they are the “safe alternative” (the harm reduction argument) or that smokers will quit smoking (the smoking cessation argument).*

*Therefore, they argue, we should allow ANYONE to smoke e-cigarettes ANYWHERE. Their arguments are a smoke screen (they would say vapor)! They could care less about smokers' health, or anyone else's health.*

*Here is what they really want:*

- *Change social norms so that e-cigarettes are acceptable (like smoking in the 1950s)*
- *Free e-cigarette advertising by having ubiquitous use of their product*
- *Recruit youth into lifelong nicotine addiction*
- *Keep and get many more addicted to their product*
- *Make tons more money since e-cigarettes is likely less deadly than cigarettes*

*Here is what nicotine addiction is like (from Dr. Neal Benowitz, UCSF):*

*“With repeated exposure to nicotine, tolerance develops. Nicotine withdrawal causes anxiety and stress, both of which are powerful incentives to take up smoking again. ... Cessation of smoking causes the emergence of withdrawal symptoms: irritability, depressed mood, restlessness, and anxiety. The intensity of these mood disturbances is similar to that found in psychiatric outpatients. Anhedonia — the feeling that there is little pleasure in life — can also occur with withdrawal from nicotine — like other drugs of*

Unfortunately, the rapidly increasing use of electronic smoking devices (commonly referred to as electronic cigarettes, electronic cigars, electronic cigarillos, electronic pipes, electronic hookah, electronic vapes, or vaporizers), threatens to undo much of the social norm change around tobacco use which has largely resulted from health and tobacco prevention policies like the ones implemented by the City of Susanville. Public health advancements could be undermined by the unrestricted use of e-cigarettes, which produce a smoke-like aerosol in public, and widespread, unrestricted advertising of such products in ways that have been restricted for cigarettes and other tobacco products for decades. The use of these products presents health hazards to the users and potentially to bystanders as well. These products are being sold and used in this City but are currently unregulated by the federal government.

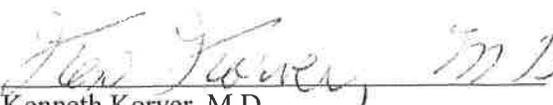
Despite the lack of regulation at the federal level, many communities across the United States and California have moved forward with regulating the use and sale of e-cigarettes in their jurisdictions. In the absence of regulation by the Food and Drug Administration, these products are widely available for purchase in Lassen County. Children and adolescents are particularly vulnerable to the renormalization of smoking through the use of e-cigarettes. You are now witnessing smoking behaviors in public spaces that have been smoke-free for most, if not all, of their lives. Youth are also being exposed to e-cigarette advertising on television, something that has been prohibited for decades for traditional tobacco products. The result of all this is that youth are rapidly taking up e-cigarettes. A CDC study showed that in 2011, 4.7% of all high school students had tried e-cigarettes and that in 2012, that number increased to 10% of all high school students.

Given the current lack of regulation and preliminary data demonstrating potential health hazards, the Public Health Department recommends that you take action on this important public health issue, and reach out to our staff that is available to assist you in your efforts. Through your continued efforts to build a healthy City of Susanville I urge you to:

- Define tobacco smoking to include electronic nicotine delivery devices as well as non-nicotine vapor emitting devices that emulate smoking
- Prohibit the use of electronic cigarettes and non-nicotine vaping devices where smoking is otherwise prohibited;
- Require a local license for the sale of electronic smoking/vaping devices and supplies
- Prohibit the sale of electronic cigarettes where the sale of tobacco products is otherwise prohibited.

If you would like further information or assistance related to the regulation of electronic smoking devices, please contact Laura Roberts at the Lassen County Public Health Tobacco use Reduction Project at 530-257-9600 or [laura@lassendm.com](mailto:laura@lassendm.com).

Sincerely,

  
Kenneth Korver, M.D.  
Lassen County Health Officer

Reviewed by: JCH City Administrator  
AM City Attorney

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

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

**Action Date:** June 18, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Airport – Taxiway Project

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

**SUMMARY:** The City needs 10% of the money to start Phase I of the Taxiway Project. The projected amount is \$450,000 in which the FAA funds 90% of that amount. It is still unknown if CalTrans (Aeronautics Division) will be providing the 5% match to the FAA funds. City currently has \$30,000 (\$15,000 from 13/14 budget year and \$15,000 from the 14/15 Budget year). The matching 10% is \$45,000, the city will need an additional \$15,000 for the project. There is also the potential of using in-kind services to offset the overall City contribution.

**FISCAL IMPACT:** \$45,000 (10% of \$450,000). \$15,000 from 13/14 Fiscal Year Budget and \$15,000 from 14/15 Fiscal Year Budget has already been set aside. The additional \$15,000 would require a transfer from General Fund Balance.

**ACTION**

**REQUESTED:** Consider adoption of **Resolution No.14-5070** Agreement with the Federal Aviation Administration & California Department of Transportation and Resolution 14-5071 Submittal of Airport Improvement Grant Application.

**ATTACHMENTS:** **Resolution No. 14-5070**  
**Resolution No. 14-5071**  
FAA Project Application

**RESOLUTION NUMBER 14-5070**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE  
AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN  
ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT  
IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**

**WHEREAS**, the City of Susanville and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0251-0XX-14 for the Construct Apron Reconstruction Phase 1 at the Susanville Municipal Airport; and

**WHEREAS**, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and

**WHEREAS**, the California Department of Transportation requires the City Council to adopt a resolution authorizing the submission of an application for an AIP Matching grant;

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

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

**BE IT FURTHER RESOLVED**, that the City Council; of the City of Susanville does hereby authorize Mayor Rodney E. DeBoer to sign any documents required to apply for and accept these subject funds on behalf of the City of Susanville City Council.

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

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

I hereby certify the foregoing resolution was adopted at the regular meeting of the City Council of the City of Susanville on the 18th day of JUNE, 2014, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

ABSTAINING: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter M. Talia, City Attorney

**RESOLUTION NUMBER 14-5071**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE  
APPROVING THE FEDERAL AVIATION ADMINISTRATION (FAA) FISCAL YEAR  
2015-2019 AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP) FOR THE  
SUSANVILLE MUNICIPAL AIRPORT**

**WHEREAS**, the City of Susanville and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0251-0XX-14 for the Construct Apron Reconstruction Phase 1 at the Susanville Municipal Airport; and

**WHEREAS**, the City of Susanville's City Council authorizes the Susanville Municipal Airport to accept and execute a FAA grant agreement for the forthcoming project Construct Apron Reconstruction Phase 1; and

**WHEREAS**, the Federal Aviation Administration, pursuant to the AIP Program, will provide Susanville Municipal Airport with a grant offer of 90% of the project costs; and

**WHEREAS**, the Susanville Municipal Airport requires the City Council to adopt a resolution authorizing the submission of an application for an AIP grant;

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

1. Authorizes filing an application for a Federal AIP grant for this project.
2. Authorizes accepting the allocation of Federal AIP funds for the project.
3. Authorizes execution of a Federal AIP Grant Agreement for this project; and

**BE IT FURTHER RESOLVED**, that the City Council; of the City of Susanville does hereby authorize Mayor Rodney E. DeBoer to sign any documents required to apply for and accept these subject funds on behalf of the City of Susanville City Council.

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

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

The foregoing Resolution adopted at a regular meeting of the City Council of the City of Susanville on the 18th day of June, 2014, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAINING: \_\_\_\_\_

---

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

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Peter M. Talia, City Attorney

**FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM**

**APPLICATION**

**FOR**

**CONSTRUCT APRON RECONSTRUCTION PHASE 1**

**AT**

**(SVE) SUSANVILLE MUNICIPAL AIRPORT  
CITY OF SUSANVILLE, CALIFORNIA**

**JUNE 2014**

**Application for Federal Assistance SF-424**

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One -  * Other (Specify)
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* 3. Date Received:	4. Application Identifier: SVE
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5a. Federal Entity Identifier: 3-06-0251	* 5b. Federal Award Identifier:
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**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

\* a. Legal Name: City of Susanville

* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000439	*c. Organizational DUNS: 094377157
---	---------------------------------------

**d. Address:**

\* Street1: 66 North Lassen Street  
Street 2:  
\* City: Susanville  
County: Lassen  
\* State: CA  
Province:  
Country: United States \*Zip/ Postal Code: 96130

**e. Organizational Unit:**

Department Name: Administrative Services Department	Division Name:
--	----------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. First Name: Jared  
Middle Name:  
\* Last Name: Hancock  
Suffix:

Title: City Administrator

Organizational Affiliation:

\* Telephone Number: (530) 252-5114 Fax Number: (530) 257-1020

\* Email: [jhancock@cityofsusanville.org](mailto:jhancock@cityofsusanville.org)

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Susanville, Lassen County, California

\* 15. Descriptive Title of Applicant's Project:

Construct Apron Reconstruction Phase 1

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: CA-004	*b. Program/Project: CA-004
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 10/01/2014	*b. End Date: 12/31/2015
<b>18. Estimated Funding (\$):</b>	
*a. Federal	405,000.00
*b. Applicant	24,750.00
*c. State	20,250.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	450,000.00
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input type="checkbox"/> c. Program is not covered by E.O. 12372	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)</b>	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Mr.	*First Name: Rodney
Middle Name: E.	
*Last Name: DeBoer	
Suffix:	
*Title: Mayor	
*Telephone Number: (530) 257-1000	Fax Number: (530) 257-1020
* Email: info@cityofsusanville.org	
*Signature of Authorized Representative:	*Date Signed:

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

**PART II  
PROJECT APPROVAL INFORMATION  
SECTION A**

Item 1. Does this assistance request require State, local, regional, or other priority rating?  Yes  No

Name of Governing Body \_\_\_\_\_  
Priority \_\_\_\_\_

Item 2. Does this assistance request require State, local advisory, educational or health clearances?  Yes  No

Name of Agency or Board \_\_\_\_\_  
(Attach Documentation)

Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?  Yes  No

(Attach Comments)

Item 4. Does this assistance request require State, local, regional, or other planning approval?  Yes  No

Name of Approving Agency \_\_\_\_\_  
Date / / \_\_\_\_\_

Item 5. Is the proposed project covered by an approved comprehensive plan?  Yes  No

Check One: State   
Local   
Regional   
Location of plan Susanville Municipal Airport Master Plan

Item 6. Will the assistance requested serve a Federal installation?  Yes  No

Name of Federal Installation \_\_\_\_\_  
Federal Population benefiting from Project \_\_\_\_\_

Item 7. Will the assistance requested be on Federal land or installation?  Yes  No

Name of Federal Installation \_\_\_\_\_  
Location of Federal Land \_\_\_\_\_  
Percent of Project \_\_\_\_\_

Item 8. Will the assistance requested have an impact or effect on the environment?  Yes  No

See instructions for additional information to be provided.

Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?  Yes  No

Number of:  
Individuals \_\_\_\_\_  
Families \_\_\_\_\_  
Businesses \_\_\_\_\_  
Farms \_\_\_\_\_

Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?  Yes  No

See instructions for additional information to be provided.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Environmental Assessment for Susanville Municipal Airport was conducted by Hodges & Shutt in 1996.

2. Defaults. – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities. – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. 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. Yes

5. Consideration of Local Interest. – It has given fair consideration to the interest of communities in or near where the project may be located. Yes

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed. Yes

7. 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 and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. N/A

8. 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 and 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 days after the project application has been received by the Secretary. N/A

**PART II – SECTION C (CONTINUED)**

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land. – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III – BUDGET INFORMATION – CONSTRUCTION****SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No. 20.106
2. Functional or Other Breakout N/A

**SECTION B - CALCULATION OF FEDERAL GRANT**

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 4,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other architectural engineering fees			
6. Project inspection fees			66,000.00
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			370,000.00
12. Equipment			
13. Miscellaneous			10,000.00
14. Total (Lines 1 through 13)			450,000.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			450,000.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			450,000.00
20. Federal Share requested of Line 19			405,000.00
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			405,000.00
23. Grantee share			24,750.00
24. Other shares			20,250.00
25. Total project (Lines 22, 23, & 24)	\$	\$	\$450,000.00

<b>SECTION C - EXCLUSIONS</b>		
26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

<b>SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
27. Grantee Share	\$ 24,750.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. Total – Grantee Share	24,750.00
28. Other Shares	
a. State	20,250.00
b. Other	
c. Total Other Shares	20,250.00
29. TOTAL	\$ 45,000.00

**SECTION E - REMARKS**

N/A

**PART IV - PROGRAM NARRATIVE** (ATTACH – SEE INSTRUCTIONS)

**PART IV  
PROGRAM NARRATIVE**

*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT:** Construct Apron Reconstruction Phase 1

**AIRPORT:** (SVE) Susanville Municipal Airport

**1. Objective:**

The purpose of this project is to construct the pavement rehabilitation for the Apron (approximately 8,000 SY for the Base Bid and 3,450 SY for Alternate 1) at the Susanville Municipal Airport. A pavement analysis completed for the airport in February 2012 determined that the majority of the apron area was in poor to very poor condition. The existing sand seal on the apron is inadequate and the apron itself is approximately 20 years old. This will be a phased project.

This grant application also includes the update of the Airport Layout Plan to include PAPI units, and to comply with SOP #2.

**2. Benefits Anticipated:**

The benefits from the proposed project is increased safety at the airport. By reducing the FOD (Foreign Object Debris), this will decrease the likelihood of damage to aircraft and bystanders by blasting loose pavement material.

**3. Approach:** *(See approved Scope of Work in final Application)*

Our approach to completing this proposed project will be consistent with typical procedures for projects of this type. All surveys, plan preparation, commissioning and maintenance shall be performed in accordance with all applicable FAA Standards.

**4. Geographic Location:**

Susanville Municipal Airport is located within the City of Susanville, California at Latitude 40°22'32"N. and Longitude 120° 34'22" W.

**5. If Applicable, Provide Additional Information:**

N/A

**6. Sponsor's Representative:** *(incl. address & tel. no.)*

Jared Hancock, City Administrator  
City of Susanville  
720 South Street, Susanville, California 96130  
Phone: (530) 252-5114 Fax: (530)257-1057  
jhancock@cityofsusanville.org

**CIP/PRE-APPLICATION DATA SHEET**

AIRPORT: (SVE) Susanville Municipal Airport LOCAL PRIORITY: \_\_\_\_\_ UPDATED: \_\_\_\_\_

WORK ITEM: Construct Apron Reconstruction Phase 1

SKETCH:

**SEE ATTACHED**

JUSTIFICATION: See Program Narrative

SPONSOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COST ESTIMATE: Item (Excavation, Paving, etc.) \_\_\_\_\_

ADMINISTRATION:	\$ 4,000	1: Construction	\$ 370,000	4:	\$
ENGINEERING:	\$	2: Constr. Admin	\$ 66,000	5:	\$
INSPECTION:	\$	3: Miscellaneous	\$ 10,000	TOTAL:	\$ 450,000

**ADO USE:**

PREAPP NO: \_\_\_\_\_ GRANT NO: \_\_\_\_\_ NPIAS CODE: \_\_\_\_\_ WORK CODE: \_\_\_\_\_ FAA PRIOR: \_\_\_\_\_ FED \$ \_\_\_\_\_





## ASSURANCES

### Airport Sponsors

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this 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 compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program 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 assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility 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 the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

### 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

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 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.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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### **Specific Assurances**

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

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### **Footnotes to Assurance C.1.**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this 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 this 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 this 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 this grant agreement which it will own or control.

**4. Good Title.**

a. It, a public agency or the Federal government, 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.

b. For noise compatibility program 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 this 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 compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this 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 compatibility program 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 compatibility program 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 compatibility program 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 Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**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.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, 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 and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, 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 and 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 this grant, the total cost of the project in connection with which this grant is given or used, and the amount or 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 this 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 this 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 this 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. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this 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 Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. 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 of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this 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 to 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 the 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. 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. 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 non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 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 the 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 compatibility program 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, to the extent reasonable, including the adoption of zoning laws, 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 compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its 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 the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- 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

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge 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 the airport 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, non-tenant, 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 facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory 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 classification 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 commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, 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 person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one 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 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 Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport 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 Title 49, United States Code, 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 basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. 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 which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) 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.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable 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 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million 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 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;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans 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 alterations in the airport or 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 the 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 except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the 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:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, 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 be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. 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, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of 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 operation of the airport.

### **32. Engineering and Design Services.**

It will award each contract, or sub-contract 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.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 3.20.14 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated;  
and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 3/20/2014

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** (SVE) Susanville Municipal Airport

**LOCATION:** Susanville, CA

**AIP PROJECT NO.:** 03-06-0251

**STATEMENTS APPLICABLE TO THIS PROJECT** Construct Apron Reconstruction Phase 1

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Susanville Municipal Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Susanville Municipal Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** Mayor

**SPONSORING AGENCY:** City of Susanville

**NOTE:** Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Sponsor's Authorized Representative

Title Mayor \_\_\_\_\_

## STANDARD DOT TITLE VI ASSURANCES

City of Susanville (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the 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.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED \_\_\_\_\_

(Sponsor) \_\_\_\_\_  
City of Susanville

(Signature) By \_\_\_\_\_  
of Authorized Official)

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

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

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

### ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, 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 land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

City of Susanville

Susanville Municipal Airport

3-06-0251

*(Sponsor)*

*(Airport)*

*(Project Number)*

*(Work Description)*

Construct Apron Reconstruction Phase 1

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

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

	Yes	No	N/A
1. Solicitations <u>were</u> (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants <u>were</u> (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations <u>has been</u> (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts <u>clearly establish</u> (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Mandatory contact provisions for grant-assisted contracts <u>have been</u> (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards <u>were not</u> (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Yes	No	N/A
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9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Susanville

*(Name of Sponsor)*

*(Signature of Sponsor's Designated Official Representative)*

Rodney E. DeBoer

*(Typed Name of Sponsor's Designated Official Representative)*

Mayor

*(Typed Title of Sponsor's Designated Official Representative)*

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
PROJECT PLANS AND SPECIFICATIONS**

City of Susanville

Susanville Municipal Airport

3-06-0251

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Construct Apron Reconstruction Phase 1

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

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

	Yes	No	N/A
1. The plans and specifications were ( <u>will be</u> ) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not ( <u>will not be</u> ) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included ( <u>to be included</u> ) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been ( <u>will be</u> ) omitted from the plans and specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are ( <u>will be</u> ) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was ( <u>will be</u> ) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The plans and specifications incorporate ( <u>will incorporate</u> ) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been ( <u>will be</u> ) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The project was ( <u>will be</u> ) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Susanville

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Rodney E. DeBoer

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 EQUIPMENT/CONSTRUCTION CONTRACTS

City of Susanville

(Sponsor)

Susanville Municipal Airport

(Airport)

3-06-0251

(Project Number)

(Work Description)

Construct Apron Reconstruction Phase 1

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

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

	Yes	No	N/A
1. A code or standard of conduct is ( <u>will be</u> ) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are ( <u>will be</u> ) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was ( <u>will be</u> ) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was ( <u>will be</u> ) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding \$100,000 require <u>(will require)</u> the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain <u>(will contain)</u> provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.			
8. All construction contracts exceeding \$2,000 contain <u>(will contain)</u> the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain <u>(will contain)</u> appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain <u>(will contain)</u> clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Appropriate checks have been <u>(will be)</u> made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Susanville

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Rodney E. DeBoer

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
**CONSTRUCTION PROJECT FINAL ACCEPTANCE**

City of Susanville                      Susanville Municipal Airport                      3-06-0251  
 (Sponsor)                                      (Airport)                                      (Project Number)  
 (Work Description)

Construct Apron Reconstruction Phase 1

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

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

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were ( <u>will be</u> ) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were ( <u>will be</u> ) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were ( <u>will be</u> ) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been ( <u>will be</u> ) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were ( <u>will be</u> ) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were ( <u>will be</u> ) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Payments to the contractor were <u>(will be)</u> made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was <u>(will be)</u> accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was <u>(will be)</u> conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was <u>(will be)</u> physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been <u>(will be)</u> submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been <u>(will be)</u> submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Susanville

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Rodeny E. DeBoer

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE**

City of Susanville

Susanville Municipal Airport

3-06-0251

*(Sponsor)*

*(Airport)*

*(Project Number)*

*(Work Description)*

Construct Apron Reconstruction Phase 1

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

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

	Yes	No	N/A
1. A statement has been ( <u>will be</u> ) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been ( <u>will be</u> ) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been ( <u>will be</u> ) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been ( <u>will be</u> ) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Susanville

*(Name of Sponsor)*

*(Signature of Sponsor's Designated Official Representative)*

Rodney E. DeBoer

*(Typed Name of Sponsor's Designated Official Representative)*

Mayor

*(Typed Title of Sponsor's Designated Official Representative)*

*(Date)*

**TITLE VI PRE-AWARD SPONSOR CHECKLIST**

Airport/Sponsor: Susanville Municipal Airport/ City of Susanville

AIP #: 03-06-0097

Project Description(s): Construct Apron Reconstruction Phase 1

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
 None
  
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
 None (If "None", continue with questions 3 and 4).
  
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
 None
  
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
 None

To be completed by the Civil Rights Staff

Review completed and approved: \_\_\_\_\_  
Signature

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

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Reviewed by: DN City Administrator  
PA City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted by:** Dan Newton, Interim Public Works Director

**Action Date:** June 18, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Presentation of street rehabilitation projects programmed in the 2014 State Transportation Improvement Program (STIP)

**PRESENTED BY:** Dan Newton, Interim Public Works Director

**SUMMARY:** At its March 20, 2014, meeting, the California Transportation Commission (CTC) adopted the 2014 STIP. The STIP was approved with over \$10,000,000 in funding programmed for City street projects over the next five years. A portion of this funding will be utilized for drainage improvements and upgrades to pedestrian facilities. Approximately \$5.7 million is programmed within the first two years of the five year STIP cycle. Attached is a map showing the year and the project in which the construction funds are programmed.

For the past several years, the City has relied on STIP funding to rehabilitate streets. Several City streets have deteriorated beyond the point that maintenance, such as crack sealing, cape sealing, or fog sealing will extend the pavement life; therefore, rehabilitation is necessary. After rehabilitation of a street, routine maintenance is important to extend its pavement life.

**FISCAL IMPACT:** The projects will be funded with State and Federal Funds, no local funds are required. Staff will be reimbursed for time spent on projects, which will result in salary savings. Program supplement agreements will be brought before Council for each project component. The City will be paid on a reimbursement basis for eligible project costs.

**ACTION**

**REQUESTED:** None.

**ATTACHMENTS:** 2014 STIP Project Map

# 2014 PROGRAMMED STIP PROJECTS

## Legend

### STIP\_PROGRAM

#### Project

- SC 15/16
- SC1 15/16
- SC2 15/16
- SC3 15/16
- SC4 16/17
- SC5 16/17
- FC 16/17
- FD 18/19



AGENDA ITEM NO. 13B

Reviewed by: ~~SA~~ City Administrator  
PMT City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted by:** Theodore Friedline, Fire Chief

**Action Date:** June 18, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Fire Department Update.

**PRESENTED BY:** Theodore Friedline, Fire Chief

**SUMMARY:** Chief Friedline will give a brief update of fire department operations, and near future plans.

**FISCAL IMPACT:** None.

**ACTION  
REQUESTED:** None.

**ATTACHMENTS:** Detailed fire department update

# Susanville Fire Department Update

## January-May 2014

June 18, 2014

### Personnel (current)

#### Paid

9 Total staff, including Chief, Battalion Chief, Admin Asst., 3 Captains, 1 Engineer, 2 Firefighters.

#### Volunteer

21 firefighting, 4 support and 7 Explorers

### Response

#### Emergent

Fire	17
Rescue, EMS	197
Hazardous Condition	13
Service Call	19
Good Intent	41
False Alarm	13
Other	5

Total 304

### Prevention

Fire Safety Inspections	116
Code Compliance Inspections	9

### Training

Total Hours 618 hours offered

In addition to regular training activities, paid and volunteer personnel attended specialty training including: Driver Operator, Introduction of Wildland Urban Interface Operations for Structural Company Officers, Command and Control of Wildland Urban Interface Operations for Structural Company Officers, Engine Boss Academy, Intermediate Wildland Fire Behavior, Basic Air Operations, Basic Firing Operations, Volunteer Firefighter Academy and Management 1.

### Code Enforcement

Complaints	21
10-day Notices	19
Abatements	2

## Public Education

The department provided station tours to 10 elementary school classes, which included talks of fire prevention and safety. Staff also assisted with and provided information at: Lassen Colleges High School Career Day, Office of Education California History Day and the Paiute Meadows Trail Run.

## Fleet

Engines	4 Type I (including OES 316), 1 Type II, 1 Type III
Trucks	1
Command	2
Utility	3
Crew Carrier	1
Hazmat	1
Prevention Trailer	1

The fire department fleet passed annual tests and inspections including; mechanical, pump, hose, and self-contained breathing apparatus. Ladder tests are scheduled in June. The department is awaiting acceptance of an Assistance to Firefighters Grant (AFG), to replace self-contained breathing apparatus, this is the same grant applied for in 2012, which was denied. Engine 621 is due for refurbishment; this has been budgeted for in the 2013-2014 fire department mitigation budget, and will be presented to Council for approval in the near future. The hazmat unit is in a local shop for paint.

## Facilities

### Recent

- Kitchen upgrade is currently underway.
- Replace two Windows XP computers.
- Interior paint.

### Upcoming

- Interior paint.
- Energy conservation planning.

## Other

Department members worked closely with inmates from, Antelope Camp and Lassen County Jail to accomplish various City projects including; weed abatement on City properties, uptown and Pancera Plaza clean-up, facility paint. A priority list is maintained by all departments, and projects will continue to be scheduled and completed as personnel are available. A community clean-up event, scheduled for June 21, is being coordinated by staff.

Reviewed by: JS City Administrator  
MD City Attorney

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

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

**Action Date:** June 18, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Surplus Sale Update

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

**SUMMARY:** Over the years the City has accumulated a number of obsolete or unusable items. Staff is proposing to have a public surplus sale in mid-July. Departments are currently compiling a list of items that will be brought to City Council for approval on July 2, 2014, and we are requesting feedback on possible sale dates of July 11<sup>th</sup> and 12<sup>th</sup> or 18<sup>th</sup> and 19<sup>th</sup>.

**FISCAL IMPACT:** Revenue from surplus sale.

**ACTION REQUESTED:** Direction on sale format and proposed dates.

**ATTACHMENTS:** None.