
CITY OF SUSANVILLE
66 North Lassen Street ♦ Susanville CA
Brian R. Wilson, Mayor
Nicholas B. McBride, Mayor pro tem
Lino P. Callegari Rod E. De Boer Kathie Garnier

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

Susanville City Council
Regular Meeting ♦ City Council Chambers
October 1, 2014 – 6:00 p.m.

Call meeting to order

Roll call of Councilmembers present

Next Resolution No. 14-5107

Next Ordinance No. 14-1001

- 1 **APPROVAL OF AGENDA:** (Additions and/or Deletions)

- 2 **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS** (if any): Any person may address the Council at this time upon any subject for discussion during Closed Session. The City Administrator will provide an oral update on the status of any open labor negotiations.

- 3 **CLOSED SESSION:**
 - A CONFERENCE WITH LEGAL COUNSEL – Anticipated litigation: Significant exposure to litigation pursuant to Government Code §54956.9 (b): two potential claims
 - B CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code §54956.9 (a):
 - 1 City vs. Northern Sierra Homes, LLC Lassen County Court Case: #50050
 - C CONFERENCE WITH REAL PROPERTY NEGOTIATORS – PURSUANT TO Government Code §54956.8:
Property: APN: 116-230-05
 APN: 116-230-71
Agency negotiator: Jared G. Hancock
Negotiating parties: City of Susanville; Purchaser to be Determined
Under negotiation: Price/Conditions/Terms of payment
 - D PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
 1. Agency Negotiator: Jared G. Hancock
 Bargaining Unit: Administrative, Miscellaneous, Professional/Technical
 - E CASE REVIEW OR PLANNING – pursuant to Government Code §54957.8

- 4 **RETURN TO OPEN SESSION:** (recess if necessary)
 - *Reconvene in open session at 7:00 p.m.*
 - *Pledge of allegiance*
 - *Report any changes to agenda*
 - *Report any action out of Closed Session*
 - *Moment of Silence or Thought for the Day:* Kathie Garnier

- *Proclamations, awards or presentations by the City Council:*
Recognition of Chief Downing Graduation from Command College

5 BUSINESS FROM THE FLOOR:

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

6 CONSENT CALENDAR:

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

- A Receive and file minutes from City Council's August 20, 2014 meeting
- B Approve vendor warrants numbered 91989 through 92127 for a total of \$473,372.51 including \$106,123.40 in payroll warrants
- C Approve accounts receivable write-off and authorize sending to collections
- D Approve **Resolution No. 14-5106** authorizing execution of contract with Mark Siemens Consulting

7 PUBLIC HEARINGS:

- A **Community Development Block Grant Program Income Re-use Plan**
Consider approval of **Resolution No. 14-5105** approving the CDBG Program Income Reuse Plan and authorize submittal to the State Department of Housing and Community Development

8 COUNCIL DISCUSSION/ANNOUNCEMENTS: No business.

Commission/Committee Reports:

9 NEW BUSINESS:

- A Consider approval of **Resolution No. 14-5103** authorizing Mower purchase
- B Consider **Ordinance No. 14-1000** amending Chapter 17.104 of the Susanville Municipal Code to include Smoking Lounges: Waive first reading and introduce
- C Consider approval of request for Street Closure for November 27, 2014 fun run
- D Consider approval of **Resolution No. 14-5102** approving STIP Program Supplement agreement and authorizing Mayor to sign
- E Consider approval of **Resolution No. 14-5104** approving purchase of Public Works Equipment

10 SUSANVILLE COMMUNITY DEVELOPMENT AGENCY: No business.

11 SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12 CONTINUING BUSINESS: No business.

- 13 **CITY ADMINISTRATOR'S REPORTS:**
A AB1234 Ethics Training Update
B Outdoor Marijuana Cultivation Update

- 14 **COUNCIL ITEMS:**
A AB1234 travel reports:

15 **ADJOURNMENT:**

- ***The next regular City Council meeting will be held on October 15, 2014 at 6:00 p.m.***

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

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

I, Gwenna MacDonald, certify that I caused to be posted notice of the regular meeting scheduled for October 1, 2014 in the areas designated on September 26, 2014.


Gwenna MacDonald, City Clerk

Reviewed by: City Administrator
 City Attorney

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Gwenna MacDonald, City Clerk

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's August 20, 2014 meeting

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's August 20, 2014 meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's August 6, 2014 meeting.

ATTACHMENTS: Minutes: August 20, 2014

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

**Regular Meeting Minutes
August 20, 2014 – 6:00 p.m.**

City Council Chambers 66 North Lassen Street Susanville CA 96130

Meeting was called to order at 6:00 p.m. by Mayor Brian Wilson.

Roll call of Councilmembers present: Kathie Garnier, Rod E. De Boer, and Lino P. Callegari, Nicholas McBride and Brian Wilson.

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

Mr. Hancock noted there were revisions to the attachments for Items 9B, 9C, and 9D and the addition of an attachment for Item 9H that has been made available to the public.

1 APPROVAL OF AGENDA:

Motion by Councilmember Callegari, second by Councilmember De Boer, to approve the agenda with the revisions as noted; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS:

Tim Watts, Frontier Communications, discussed Frontier Communications America's Best Communities competition. The competition is a national contest which focuses on helping to address the need for growth by identifying and investing in innovative ideas that small cities and towns can use to build and sustain their local economies. The award amounts range anywhere from \$100,000 to \$3 million to innovative cities, and Mr. Watts is nominating Susanville and will keep the City Council informed.

3 CLOSED SESSION: At 6:10 p.m. the Council recessed to closed session to discuss the following:

- A CONFERENCE WITH LEGAL COUNSEL – Anticipated litigation: Significant exposure to litigation pursuant to Government Code §54956.9 (b): one potential claim
- B CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code §54956.9 (a):
 - 1 City vs. Northern Sierra Homes, LLC Lassen County Court Case: #50050
- C PUBLIC EMPLOYMENT pursuant to Government Code §54957:
 - 1 Airport Manager Contract
 - 2 Temporary Building Official services
 - 3 Agency Negotiator: Jared G. Hancock
Bargaining Unit: Management: 2014/2015

4 RETURN TO OPEN SESSION: At 7:00 p.m. the City Council reconvened in open session.

Staff present: Theodore Friedline, Fire Chief; Tom Downing, Police Chief; Deborah Savage, Finance Manager; and Gwenna MacDonald, City Clerk.

Mr. Hancock stated that the agenda was approved with revisions to the attachments for Items 9B, 9C, 9D, 9H and that Item 12B would be heard after consideration of the Consent Calendar. He reported that in Closed Session, direction was given but there was no reportable action for Item 3A and 3B. Mr. Hancock reported that regarding Closed Session Item 3C (1) direction was given and Item 3C (2) the City Council approved the proposed contract for Temporary Building Official services and the contract was attached to Item 9H.

Chief Friedline requested that those in attendance observe a moment of silence in honor of Wayne Sullivan, a former employee of the City who had worked 26 years and had recently passed away.

5 BUSINESS FROM THE FLOOR:

Christi Myers and Bethany Edholm, Lassen County Public Health, invited the City Council to the Disaster Preparedness Summit scheduled for September 11, 2014 at the Veterans Hall.

Dr. Marlon Hall, Lassen Community College, expressed an interest to obtain the city-owned buses for use in transportation for college students to various events.

Tony Jonas, Lassen County Historical Society invited those present to the Lassen County 150th celebration scheduled for September 5th at Memorial Park.

Laura Roberts, Lassen County Public Health, discussed the ordinance on the agenda to revise the definition of smoking to include electronic cigarettes.

Tara Avilla, Susanville Police Officer's Association, invited those in attendance to the Policeman's Ball scheduled for September 20, 2014. There would be a dinner, silent auction, and money raised by the non-profit would be used to support community events such as sober graduation, youth activities as well as purchase training and safety equipment.

William Loucks Jr. and **Laurna Carpenter** informed the Council about a dispute they have with their neighbor that has gone on for several years, to include vandalism, trash being thrown in their yard, verbal harassment and threats. She explained that the property owner and property manager have done nothing to address the problems that their tenant has been causing.

Mayor Wilson requested that the Police Chief and City Administrator contact Mr. Loucks and Ms. Carpenter to discuss situation.

6 CONSENT CALENDAR: Mayor Wilson reviewed the items on the Consent Calendar:

- A Receive and file minutes from City Council's July 2, 2014 meeting
- B Approve vendor warrants numbered 91623 through 91713 for a total of \$344,479.64 including \$101,817.09 in payroll warrants
- C Receive and file Finance Reports: June 2014

Motion by Councilmember De Boer, second by Councilmember Garnier, to approve the Consent Calendar; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari. and Wilson.

12B Consider Ordinance No. 14-0997 regulating the cultivation of Marijuana; waive first reading and introduce Chief Downing reported that current California State law allows for the cultivation of

medical marijuana by specific individuals for their personal use, and for those classified as primary caregivers of qualified users. Staff has developed and is presenting an ordinance to address the cultivation of medical marijuana within the City limits to address community concerns and public safety issues. The proposed ordinance would regulate the cultivation of medical marijuana by providing for a ban on growing in all outdoor settings, and only allow cultivation in specified structures in residential zones, addressing the concerns of adjoining property owners as well as dealing with an increase in the criminal activity. The ordinance proposes that a violation would constitute a misdemeanor with a fine of not more than \$1,000.00 and/or imprisonment not to exceed one year. The violator would also be subjected to civil actions and administrative penalties as set forth in the Susanville Municipal Code.

There were many speakers in opposition to the ordinance, including Lisa Fonta, Annie Westerbeck, Thomas Wasson, Steve Mankins, Darrell Nichols, Jordan Drury, Ken Davis, Colter Tree, and one unidentified member of the public. The concerns expressed by all included issues relating to the high cost of purchasing their medicine, the rights given to Native Americans, criminalizing their right to grow plants for their own personal use and that street drugs pose the larger risk to the safety of city residents.

Jim Hodge spoke in favor of some type of regulation, citing examples of problems that have been created in Colorado by the legalization of marijuana, that outdoor growing causes an increase in crimes by people stealing plants, and he urged the Council to address the issue.

Councilmember McBride shared a power point regarding the criminal activity that arises from marijuana growing. He recognized that many people who were in attendance have a medical need and are using it legally, but pointed out that many underage teens that have never been seen by a doctor are obtaining medical cards over the internet through skype. He added that much of the marijuana grown legally is being used for illegal purposes and that it is the City Council's responsibility to protect all of its citizens and that comes in part through regulations applicable to growers.

Councilmember Garnier stated that she does not have an issue with the use of marijuana for medical purposes, and it needs to be regulated in some way, however it does seem as if it would be a hardship to require that people construct a special building. She stated that she would like to see additional discussion regarding the language of the ordinance.

Councilmember Callegari commented that it is an issue of balancing the legalization of growing for medicine versus the property rights for those who live next door. Some people do not want to live next door to a garden because it does have a strong odor.

Councilmember De Boer supported Councilmember Garnier's comments, reiterating that he is not against the use of medical marijuana, but that it has to be regulated in a way that works for everyone concerned.

There was a general discussion regarding the concerns expressed by those in attendance, and those who have concerns regarding criminal activity and neighboring property rights. It was the consensus of the Council that a workshop discussion would be scheduled to discuss the ordinance in more detail and develop regulations that would be balanced and fair for both sides.

7 **PUBLIC HEARINGS:** No business.

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

9 **NEW BUSINESS:**

9A **Consider approval of Resolution No. 14-5079 increasing out of area fire department budget for fiscal year 2014/2015** Chief Friedline reported that due to wild land fires burning throughout the State and the increased revenue and expense for the personnel and equipment that the Department provides to help mitigate the emergencies, it is necessary to increase the fiscal year 2014-2015 revenues to \$90,000 and expenditures to \$60,000 for the Out of Area fires budget.

Motion by Councilmember De Boer, second by Councilmember Callegari to approve Resolution No. 14-5079; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari. and Wilson.

9B **Consider approval of Resolution No. 14-5080 authorizing Mayor to execute hangar lease agreement with Jerry and Lori Pool/ Hangar #26** Mr. Hancock reported that Item 9B and 9C were similar in nature, that the City Council recently considered and declined the offer to purchase two hangars for sale at the airport. The owners of the Hangars have negotiated a sale agreement and the transfer requires that the new owner enter into the standard lease agreement with the City. Mr. Hancock noted the provision found under page one, number two that requires the hangar be used for the storage of aircraft. The lease agreement for consideration would be executed with Jerry and Lori Pool, who took possession of the hangar on July 1st.

Councilmember Callegari inquired if the Pools owned an aircraft. Mr. Hancock noted that the existing lease does not contain language that requires the lessee own an aircraft at the time of executing a lease, adding that it could be included if the Council wishes to revise the language of the standard lease agreement.

Councilmember Callegari reiterated that the language at one time was included in the leases, and insisted that anyone who enters into a lease agreement must use the hangar for the storage of an air worthy aircraft. The hangars are for those aircrafts that are legal and used to fly, not antique aircraft or for the storage of other items.

Councilmember McBride stated that he is opposed to requiring that the aircraft be air worthy, giving the example of someone who wants to build an experimental aircraft as a hobby. Those types of projects can occur over the period of several months and it wouldn't be fair to evict someone whose aircraft may not be operational due to various reasons.

Mr. Hancock suggested that additional language could be included in moving forward with the leases if that is the direction of the Council.

Mayor Wilson stated that the Buyer and Seller have negotiated a sale and thought they had a valid contract, and it would not be right to hold up that transaction based on a disagreement with the existing lease language.

Motion by Councilmember McBride, second by Councilmember De Boer, to approve Resolution No. 14-5080; motion carried by polled vote. Ayes: Garnier, McBride, De Boer and Wilson. No: Callegari

9C **Consider approval of Resolution No. 14-5081 authorizing Mayor to execute hangar lease agreement with Robin Henry/ Hangar #27** Mr. Hancock reported that a sale has been negotiated for

Hangar #7 and the new owner, Mr. Henry, took possession of the Hangar on July 18, 2014. A Land Lease Agreement would be required for the new owner.

Motion by Councilmember De Boer, second by Councilmember McBride, to approve Resolution No. 14-5081; motion carried by polled vote. Ayes: Garnier, McBride, De Boer and Wilson. No: Callegari

9D Consider approval of Resolution No. 14-5082 and authorize execution of custodial services contract with Miller Cleaning Services Chief Downing explained that the Susanville Police Department is in need of weekly custodial services for the facility and in the past, the department has utilized inmate labor to clean the facility. This labor force has become more sporadic and unreliable and staff has requested proposals for custodial services from three prospective vendors. Miller Cleaning Services has been selected and the company will meet all of the bid specifications including criminal background checks on all employees.

Motion by Councilmember De Boer, second by Councilmember Garnier, to approve Resolution No. 14-5082; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9E Consider approval of Resolution No. 14-5083 authorizing the purchase of vehicle for police department Chief Downing reported that the Susanville Police Department is in need of a new patrol vehicle and Folsom Lake Ford has been awarded the California state contract for the purchase of police vehicles this year. The contract has a provision that allows local entities the same price point as larger state agencies, and the City has received a quote for a vehicle that meets City specifications for the sales price of \$29,578.78 including tax. A \$500.00 reduction in price is granted if payment is made within 20 days of delivery of the vehicle. If the purchase is approved, staff intends to take advantage of the additional savings.

Motion by Councilmember Garnier, second by Councilmember De Boer, to approve Resolution No. 14-5083; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9F Consider approval of donation to Lassen County Arts Council Mr. Hancock explained that the City received a request from Lassen County Arts Council for a donation in the amount of \$2,000.00. The Arts Council has been sponsoring programs, concerts, art gallery receptions and literary programs to the area as well as a Summer Youth Art Program. Their primary grant funder, the California Arts Council, has not been able to provide funding as it has in the past making it necessary for the Arts Council to seek other funding sources.

Roxanne, Lassen County Arts Council, described some of the upcoming events including the Nutcracker, Black History Month, Wild Horse Art for the Lassen County Fair, and uptown mural restoration which requires the use of a lift.

Motion by Councilmember Garnier, second by Councilmember Callegari, to approve the donation; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9G Consider approval of park fee waiver for Fund Raiser Event, September 10, 2014 Mr. Hancock reported that the City has received a request for use of Riverside Park for a memorial fund raiser luncheon in honor of Angel Siler to be held September 10, 2014 from 9:00 a.m. to 3:00 p.m. Attendees will participate in a walk from the new Court House along Riverside Drive, and then serve a luncheon for donations which will be used for the benefit of abused women in Lassen County. The event coordinators

have requested that the City waive the park user fees for this event. The normal user fee for Riverside Park is \$132 per day.

Mayor Wilson asked if the event were sponsored by an organization affiliated with family services.

Mr. Hancock responded that it was not and the City has not been notified of any tax exempt status. Mr. Talia added that the event is for the public good.

Motion by Councilmember De Boer, second by Councilmember Garnier, to waive the park use fees as requested; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9H Consider approval of Resolution No. 14-5084 approving agreement for City Inspection Services Mr. Hancock reported that the City was experiencing a temporary vacancy in the Building Division of the Administrative Services Department, and has received a proposal from Purvis Consulting to provide part time inspection services. The agreement has been reviewed and approved by City Council in closed session and requires a vote by Resolution to enter into the agreement.

Motion by Councilmember Garnier, second by Councilmember De Boer, to approve Resolution No. 14-5084; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

10 SUSANVILLE COMMUNITY DEVELOPMENT AGENCY: No business.

11 SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12 CONTINUING BUSINESS:

12A Consider Ordinance No. 14-0999 amending the definition of tobacco use; waive second reading and adopt Mr. Hancock explained that the City has received information regarding the increasing popularity of electronic cigarettes, and hookah bars or smoking lounges, and at the August 6 2014 council meeting introduced Ordinance No. 14-0999. The proposed ordinance expands the definition of smoking to include e-cigarettes. The Susanville Municipal Code was previously amended by ordinances which restricted smoking in certain parks and at public events, and adoption of Ordinance No. 14-0999 would further amend the chapter to include electronic cigarettes in the definition of tobacco, and thereby restricting the use of e-cigarettes.

Laura Roberts, Lassen County Public Health, stated that the ordinance was perfect in that the use of e-cigarettes would be banned in all workplaces. Mr. Talia interjected that the City ordinance cannot affect the State Labor Code.

Mr. Hancock added that where the City has the authority to regulate that it does, but the City ordinance cannot amend State law.

Motion by Councilmember De Boer, second by Councilmember McBride, to waive the second reading and adopt Ordinance No. 14-0999; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

12B Consider Ordinance No. 14-0997 regulating the cultivation of Marijuana; waive first reading and introduce Considered after Item 6.

12C State Water Board Emergency Regulations and Implementation of Stage 2 of the City's Water Shortage Contingency Plan Mr. Hancock reviewed the changes implemented by the California Water Board that took effect on July 29, 2014. The Emergency Water Regulations require that the City, as a municipal water provider, implement Stage 2 of its Water Shortage Contingency Plan. While the State has allowed some time for the Plan to be implemented, the expectation is that all water providers will be moving towards that goal. The City has been researching the details of an allocation based rate structure and options for seeking regulatory relief in an effort to present options to the City Council. The State rejected the tiered rate structure as being a sufficient measure and in the meantime, the City will be subject to State enforcement if the regulation is not complied with, which could mean fines up to \$10,000 per day.

Mr. Hancock reviewed some of the Stage 2 requirements, including nozzles with an automatic shut off, landscaping designed to eliminate pooled water on the roadways, recycle features for water fountains, and not allowing the use of water to spray down parking lots. Implementation of Stage 2 of the City's Water Shortage Contingency Plan includes several other water conserving methods; however, many will not have a significant impact on residents and the City has discretion regarding the strength of enforcement for these items.

Mr. Hancock explained that the situation is a frustrating one, as the City's Stage 2 Plan was designed for a much more severe drought than the one that currently exists in the Susanville area. The State's one-size-fits-all remedy basically puts the City between a rock and a hard place and there has been communication with the League of California Cities regarding the regulations. At this point the State is dealing with inquiries and in the next few months will be contacting cities to determine if the Plans have been adopted by the governing bodies.

There was a discussion regarding the plan for notifying residents of the water restrictions, plans to explore an allocation method, the requirements for builders for new construction, and the impact on revenue that will result from decreased water usage.

Motion by Councilmember McBride, second by Councilmember De Boer, to approve implementation of Stage 2 of the City of Susanville Water Shortage Contingency Plan; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

13 CITY ADMINISTRATOR'S REPORTS:

13A Roop's Fort Roof Restoration Project Update Mr. Hancock reported that the Lassen Historical Society has been raising funds for the restoration of Roop's Fort. There have been many groups including the Sunrise Rotary and Lassen County Board of Supervisors among others, that have donated very generously towards the project and approximately \$17,000 has been collected. The City has received a request from the Lassen Historical Society to begin Phase One of the project which would involve removing the existing roof and using internal support columns and beams to erect a free-standing but integrated support system that would relieve the burden of supporting a new roof on the existing structure. He invited Mr. Jonas to provide any additional information.

Tony Jonas, Lassen Historical Society, reported that the fund balance was closer to \$20,000 after the continued generosity and support of the community.

Motion by Councilmember McBride, second by Councilmember Garnier, to authorize proceeding with Phase One of the project. Motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

13B Police Department Update Chief Downing provided an update regarding the activities of the Susanville Police Department. He reviewed recent public education efforts including a multi-agency active shooter training drill conducted at the Lassen High School. He reviewed current staffing levels, continued training, and various department highlights including the reinstatement of the School Resource Officer program, special enforcement patrols, and working with other public agencies to clean up the homeless encampments along the Susan River. He concluded his report by discussing future issues including records management systems, fleet and equipment, and the police volunteer program.

13C Letters of Appreciation Mr. Hancock shared letters that were received from the Lassen Chamber of Commerce and Lassen and Trails Trust to thank the City Council for their contributions towards the programs and activities coordinated by both organizations.

13D Request for Proposals for Park Design Services Mr. Hancock explained that during the 2014/2015 Fiscal Year budget discussions the City Council identified a number of community improvement projects that they would like to pursue in the coming year. The projects vary from enhancements to existing park facilities to completion of other projects and to facilitate the effort staff is seeking proposals from qualified park design firms to assist in moving towards construction and implementation of the projects.

14 COUNCIL ITEMS:

14A AB1234 travel reports:

The City Council has announced that no meeting will be held September 3, 2014

15 ADJOURNMENT: Motion by Councilmember De Boer, second by Councilmember McBride to adjourn; motion carried unanimously.

Meeting adjourned at 10:10 p.m.

Respectfully submitted by

Brian Wilson, Mayor

Gwenna MacDonald, City Clerk

Approved on: _____

AGENDA ITEM NO. 6B

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Deborah Savage, Finance Manager

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated September 10th through September 23rd numbered 91989 through 92127

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$367,249.11 plus \$106,123.40 in payroll warrants, for a total of \$473,372.51

ACTION REQUESTED: Motion to receive and file.

ATTACHMENTS: Payments by vendor and transmittal check registers.

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/11/2014	91989	44	ARAMARK UNIFORM SE	G/C TABLECLOTHES, NAPKINS	5063230169	1	7530-451-54-44	LINEN SERVICES	33.57	33.57
Total 5063230169:											
09/14	09/11/2014	91989	44	ARAMARK UNIFORM SE	G/C TABLECLOTHES, NAPKINS	5063244744	1	7530-451-54-44	LINEN SERVICES	33.57	33.57
Total 5063244744:											
09/14	09/11/2014	91989	44	ARAMARK UNIFORM SE	G/C TABLECLOTHES, NAPKINS	5063259113	1	7530-451-54-44	LINEN SERVICES	33.57	33.57
Total 5063259113:											
09/14	09/11/2014	91990	1070	AT&T MOBILITY	WIRELESS PHONES POLICE	835956037X09012014	1	1000-421-10-45	COMMUNICATIONS	150.74	150.74
Total 835956037X09012014:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	DUCT TAPE, ROPE, MARKERS	0057 082514	1	1000-421-10-46	SUPPLIES-GENERAL	24.77	24.77
09/14	09/11/2014	91991	884	BANK OF AMERICA	SCHOOL LOCK DOWN DRILL S	0057 082514	2	1000-421-10-45	INVESTIGATIVE FUNDS	41.39	41.39
Total 0057 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	FINANCE MONITOR	2064 082514	1	1000-415-10-46	SUPPLIES-GENERAL	173.85	173.85
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR LEAGUE OF CI	2064 082514	2	1000-411-10-45	TRAVEL	329.20	329.20
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR LEAGUE OF CI	2064 082514	3	1000-413-20-45	TRAVEL	349.18	349.18
Total 2064 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	RESTURANT G/C FOOD	2565 082514	1	7530-451-54-46	SUPPLIES GENERAL	5,047.27	5,047.27
09/14	09/11/2014	91991	884	BANK OF AMERICA	G/C TABLECLOTHES CREDIT	2565 082514	2	7530-451-54-44	LINEN SERVICES	266.87-	266.87-
Total 2565 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	FUEL	3609 082514	1	1000-422-50-46	GASOLINE	80.56	80.56

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 3609 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR OES 316	3647 082514	1	1000-422-50-41	OVERTIME	58.31	58.31
Total 3647 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	MONTHLY REPORTING FEES	3996 082514	1	1000-417-10-48	TAXES, FEES, PERMITS & CHA	15.00	15.00
Total 3996 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	BAGS, MOP, GOLF BALLS	4028 082514	1	7530-451-55-46	SUPPLIES - GENERAL	136.81	136.81
09/14	09/11/2014	91991	884	BANK OF AMERICA	INK PENS, GARBAGE BAGS, G	4028 082514	2	7530-451-55-46	SUPPLIES - GENERAL	3.43	3.43
Total 4028 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	CANCEL LEAGUE OF	4093 082514	1	1000-411-10-45	TRAVEL	425.00-	425.00-
09/14	09/11/2014	91991	884	BANK OF AMERICA	GASB BOOK	4093 082514	2	1000-415-10-46	BOOKS AND PERIODICALS	114.00	114.00
09/14	09/11/2014	91991	884	BANK OF AMERICA	PLANNING COMM. NAME PLAT	4093 082514	3	1000-419-10-46	SUPPLIES-GENERAL	87.03	87.03
Total 4093 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR EX I	4168 082514	1	7530-451-52-45	TRAVEL	2,242.95	2,242.95
09/14	09/11/2014	91991	884	BANK OF AMERICA	RADIO 2-WAY	4168 082514	2	7110-430-42-47	MACHINERY AND EQUIPMENT	304.00	304.00
09/14	09/11/2014	91991	884	BANK OF AMERICA	RADIO 2-WAY	4168 082514	3	2007-431-20-47	MACHINERY AND EQUIPMENT	304.00	304.00
Total 4168 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	DVDS	4226 082514	1	1000-421-10-45	INVESTIGATIVE FUNDS	32.23	32.23
09/14	09/11/2014	91991	884	BANK OF AMERICA	TISSUE, OIL, SPONGE	4226 082514	2	1000-421-10-46	SUPPLIES-JANITORIAL	27.01	27.01
09/14	09/11/2014	91991	884	BANK OF AMERICA	KEY CUT	4226 082514	3	1000-421-10-45	LOCKSMITHING SERVICES	3.66	3.66
09/14	09/11/2014	91991	884	BANK OF AMERICA	CAUTION TAPE, TARGET STAN	4226 082514	4	1000-421-10-46	SUPPLIES-SAFETY ITEMS	30.11	30.11
09/14	09/11/2014	91991	884	BANK OF AMERICA	STAPLES, BINDER, BAGS, CHAI	4226 082514	5	1000-421-10-46	SUPPLIES-GENERAL	212.16	212.16
Total 4226 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR EX I	4242 082514	1	1000-421-10-45	TRAINING	354.40	354.40
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR EX I	4242 082514	2	1000-421-10-45	TRAINING	354.40-	354.40-
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR EX I	4242 082514	3	1000-421-10-45	TRAINING	287.00	287.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/11/2014	91991	884	BANK OF AMERICA	BASKET WEAVE RADIO HOLDE	4242 082514	4	1000-421-10-47	EQUIPMENT - SAFETY	67.40	67.40
Total 4242 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	THE CLIP MICRO	4291 082514	1	1000-421-10-45	INVESTIGATIVE FUNDS	7.99	7.99
09/14	09/11/2014	91991	884	BANK OF AMERICA	INVESTIGATION SUPPLIES	4291 082514	2	1000-421-10-46	POSTAGE	5.89	5.89
09/14	09/11/2014	91991	884	BANK OF AMERICA	USB DRIVE	4291 082514	3	1000-421-10-45	INVESTIGATIVE FUNDS	13.94	13.94
Total 4291 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	AMERICAN FLAG	4317 082514	1	1000-421-10-46	SUPPLIES-GENERAL	129.90	129.90
09/14	09/11/2014	91991	884	BANK OF AMERICA	GUN SAFE	4317 082514	2	1000-421-10-47	MACHINERY AND EQUIPMENT	1,396.43	1,396.43
Total 4317 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR EX SONORA	5203 082514	1	8404-430-10-45	TRAVEL & TRAINING	140.62	140.62
09/14	09/11/2014	91991	884	BANK OF AMERICA	WEB BUILDER	5203 082514	2	8404-430-10-48	DUES AND MEMBERSHIPS	24.90	24.90
09/14	09/11/2014	91991	884	BANK OF AMERICA	OIL CHANGE PWV TRUCK	5203 082514	3	8404-430-10-44	VEHICLE REPAIR AND MAINT	63.40	63.40
Total 5203 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	CHLORINE, MEMORY CARD, BA	5442 082514	1	7110-430-42-46	SUPPLIES-GENERAL	122.05	122.05
09/14	09/11/2014	91991	884	BANK OF AMERICA	MODULE #55	5442 082514	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	450.00	450.00
Total 5442 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR EX 9/14/14 SAN D	6933 082514	1	1000-421-10-45	TRAINING	39.10	39.10
09/14	09/11/2014	91991	884	BANK OF AMERICA	HIGH SPEED CABLE	6933 082514	2	1000-421-10-45	INVESTIGATIVE FUNDS	19.55	19.55
Total 6933 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	TIRES	7575 082514	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	507.72	507.72
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR EX AZ 8/18/14	7575 082514	2	7401-430-62-45	TRAVEL	1,449.24	1,449.24
09/14	09/11/2014	91991	884	BANK OF AMERICA	MODULE #72	7575 082514	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	450.00	450.00
Total 7575 082514:											
09/14	09/11/2014	91991	884	BANK OF AMERICA	SHIPPING	7979 082514	1	1000-425-20-46	POSTAGE	47.74	47.74
09/14	09/11/2014	91991	884	BANK OF AMERICA	FUEL	7979 082514	2	1000-422-10-46	GASOLINE	1,057.76	1,057.76

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount	
09/14	09/11/2014	91991	884	BANK OF AMERICA	CLAMP, SPONGE	7979 082514	3	1000-422-10-44	MISC - REPAIR & MAINTENANC	24.03	24.03	
09/14	09/11/2014	91991	884	BANK OF AMERICA	CLEANING SUPPLIES	7979 082514	4	1000-422-10-46	SUPPLIES-JANITORIAL	140.60	140.60	
09/14	09/11/2014	91991	884	BANK OF AMERICA	OFFICE & CLEANING SUPPLIES	7979 082514	5	1000-422-10-46	SUPPLIES-GENERAL	38.47	38.47	
Total 7979 082514:											1,308.60	1,308.60
09/14	09/11/2014	91991	884	BANK OF AMERICA	TR EX	9363 082514	1	7401-430-62-46	TRAVEL	250.84	250.84	
09/14	09/11/2014	91991	884	BANK OF AMERICA	BARE PUMP	9363 082514	2	7620-430-10-47	MACHINERY AND EQUIPMENT	1,283.90	1,283.90	
09/14	09/11/2014	91991	884	BANK OF AMERICA	WEB BUILDER	9363 082514	3	7620-430-10-48	DUES AND MEMBERSHIPS	24.90	24.90	
09/14	09/11/2014	91991	884	BANK OF AMERICA	GRATES	9363 082514	4	3015-417-10-44	CONSTRUCTION SERVICES	1,597.11	1,597.11	
09/14	09/11/2014	91991	884	BANK OF AMERICA	PHONE HOLDERS	9363 082514	5	7401-430-62-46	SUPPLIES-GENERAL	61.19	61.19	
09/14	09/11/2014	91991	884	BANK OF AMERICA	FLAG, FLAG POLE, VACCUM, BI	9363 082514	6	7620-430-10-46	SUPPLIES-GENERAL	255.34	255.34	
Total 9363 082514:											3,473.28	3,473.28
09/14	09/11/2014	91992	927	BAXTER AUTO PARTS IN	SNAP RING PLIER	32145521	1	7401-430-62-46	SUPPLIES-GENERAL	38.57	38.57	
Total 32145521:											38.57	38.57
09/14	09/11/2014	91993	68	BECKWITH MD, DAVID R	DMV PHYSICAL	090414	1	1000-416-10-43	PROFESSIONAL SVCS	180.00	180.00	
Total 090414:											180.00	180.00
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	COBALT DRILL BIT	308506	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	2.57	2.57	
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	COBALT DRILL BIT	308506	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	2.58	2.58	
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	COBALT DRILL BIT	308506	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	2.58	2.58	
Total 308506:											7.73	7.73
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	PLUG	308525	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	2.09	2.09	
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	PLUG	308525	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	2.09	2.09	
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	PLUG	308525	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	2.10	2.10	
Total 308525:											6.28	6.28
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	STEEL ANGLE	308563	1	3015-417-10-44	CONSTRUCTION SERVICES	14.50	14.50	
Total 308563:											14.50	14.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 309557:											
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	ELBOW, NIPPLE	309776	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	1.19	1.19
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	ELBOW, NIPPLE	309776	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	1.19	1.19
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	ELBOW, NIPPLE	309776	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	1.18	1.18
Total 309776:											
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	WRENCH	309796	1	7110-430-42-46	SUPPLIES-SMALL TOOLS	16.34	16.34
Total 309796:											
09/14	09/11/2014	91994	76	BILLINGTON ACE HARD	SOFTSIDES	K09383	1	7401-430-62-46	SUPPLIES-GENERAL	40.62	40.62
Total K09383:											
09/14	09/11/2014	91995	1409	C&S COMPANIES	PROFESSIONAL SER. 7/19/14-8/	0147800	1	7201-430-86-43	PROFESSIONAL SERVICES	12,752.87	12,752.87
Total 0147800:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	110 NORTH ST	110NORTH 090114	1	1000-452-20-44	DISPOSAL	226.62	226.62
Total 110NORTH 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	470-895 CIRCLE DR	470895CIRCLE 090114	1	7530-451-52-44	DISPOSAL	186.47	186.47
Total 470895CIRCLE 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - 600 MAI	PLC600MAINST 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLC600MAINST 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - BUEHL	PLCBEHLERDNT 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCBEHLERDNT 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - B OF A	PLCBOFA 090114	1	2007-431-20-44	DISPOSAL	18.33	18.33

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total PLCBOFA 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - DIAMO	PLCDMNDMTN 090114	1	2007-431-20-44	DISPOSAL	18.33	18.33
Total PLCMDMNDMTN 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - ELKS L	PLCELKSLODGE 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCELKSLODGE 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - FROST	PLCFROSTYMILL 090114	1	2007-431-20-44	DISPOSAL	18.33	18.33
Total PLCFROSTYMILL 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - GROCE	PLCGROCERYOTLT 09114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCGROCERYOTLT 09114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HOTEL	PLCHOTELLSN1 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCHOTELLSN1 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HOTEL	PLCHOTELLSN2 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCHOTELLSN2 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - KIMS KI	PLCKIMSKITCHEN 09114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCKIMSKITCHEN 09114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - KNOCH	PLCKNOCHBLD 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCKNOCHBLD 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LASSEN	PLCLASSENHNS 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCLASSENHNS 090114:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LESLIE	PLCLESLESJWY 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCLESLESJWY 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - L V CHA	PLCLVCHRTTR 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCLVCHRTTR 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - MT LAS	PLCMTLASSENPL 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCMTLASSENPL 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - PANCE	PLCPANCERAPLZ 090111	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCPANCERAPLZ 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRAJWLRV 09114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCSIERRAJWLRV 09114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRATHTR 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCSIERRATHTR 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - STATE	PLCSTATEFARM 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCSTATEFARM 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SVILLE	PLCSVILLEREAL 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCSVILLEREAL 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - UPTOW	PLCUPDOWNPK 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCUPDOWNPK 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - US POS	PLCUSPOSTAL 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total PLCUSPOSTAL 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - VETS M	PLCVETMEM 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCVETMEM 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - WALMA	PLCWALMARTBUS 090114	1	2007-431-20-44	DISPOSAL	36.66	36.66
Total PLCWALMARTBUS 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	925 SIERRA	SVL15 090114	1	7401-430-62-44	DISPOSAL	154.93	154.93
Total SVL15 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	66 N LASSEN ST	SVL2 090114	1	1000-417-10-44	DISPOSAL	154.93	154.93
Total SVL2 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	95 N WEATHERFLOW	SVL5 090114	1	1000-452-20-44	DISPOSAL	186.47	186.47
Total SVL5 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	1801 MAIN ST	SVL7 090114	1	1000-421-10-44	DISPOSAL	93.24	93.24
Total SVL7 090114:											
09/14	09/11/2014	91996	1307	C&S WASTE SOLUTIONS	720 SOUTH ST	SVL8 090114	1	7620-430-10-44	DISPOSAL	154.93	154.93
Total SVL8 090114:											
09/14	09/11/2014	91997	115	CASELLE INC.	SOFTWARE SUPPORT 10/14	59878	1	1000-417-10-43	TECHNICAL SVCS	1,258.00	1,258.00
Total 59878:											
09/14	09/11/2014	91998	156	CREATIVE FORMS & CO	WATER FORMS	113014	1	7110-430-42-46	SUPPLIES-GENERAL	714.15	714.15
Total 113014:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/11/2014	91998	156	CREATIVE FORMS & CO	NATURAL GAS FORMS	113015	1	7401-430-62-46	SUPPLIES-GENERAL	749.04	749.04
Total 113015:											
09/14	09/11/2014	91998	156	CREATIVE FORMS & CO	DELIQUENCY NOTICES	113016	1	7110-430-42-46	SUPPLIES-GENERAL	398.26	398.26
09/14	09/11/2014	91998	156	CREATIVE FORMS & CO	DELIQUENCY NOTICES	113016	2	7401-430-62-46	SUPPLIES-GENERAL	398.26	398.26
Total 113016:											
09/14	09/11/2014	91999	161	CSK AUTO INC	SEAT COVER	2740323349	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	227.02	227.02
Total 2740323349:											
09/14	09/11/2014	91999	161	CSK AUTO INC	SEAT BELT	2740323691	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	52.62	52.62
Total 2740323691:											
09/14	09/11/2014	91999	161	CSK AUTO INC	SEAT BELT RETURN	2740323744	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	52.62	52.62
Total 2740323744:											
09/14	09/11/2014	91999	161	CSK AUTO INC	THERMOSTAT, THERMOSTAT	2740325010	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	122.94	122.94
Total 2740325010:											
09/14	09/11/2014	91999	161	CSK AUTO INC	WHEEL COVER	2740326128	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	13.96	13.96
Total 2740326128:											
09/14	09/11/2014	91999	161	CSK AUTO INC	SENSOR, STARTER	2740326429	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	123.44	123.44
Total 2740326429:											
09/14	09/11/2014	91999	161	CSK AUTO INC	COMPRESSION OIL	2740326956	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	4.65	4.65
09/14	09/11/2014	91999	161	CSK AUTO INC	COMPRESSION OIL	2740326956	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	4.65	4.65
09/14	09/11/2014	91999	161	CSK AUTO INC	COMPRESSION OIL	2740326956	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	4.66	4.66
Total 2740326956:											
										13.96	13.96

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount	
09/14	09/11/2014	91999	161	CSK AUTO INC	COMPRESSION OIL RETURN	2740326978	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	4.65-	4.65-	
09/14	09/11/2014	91999	161	CSK AUTO INC	COMPRESSION OIL RETURN	2740326978	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	4.65-	4.65-	
09/14	09/11/2014	91999	161	CSK AUTO INC	COMPRESSION OIL RETURN	2740326978	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	4.66-	4.66-	
Total 2740326978:											13.96-	13.96-
09/14	09/11/2014	92000	166	D & L DISTRIBUTING INC	SODAWATER FOR GOLF COU	459379	1	7530-451-54-46	SUPPLIES GENERAL	87.70	87.70	
Total 459379:											87.70	87.70
09/14	09/11/2014	92000	166	D & L DISTRIBUTING INC	SODAWATER FOR GOLF COU	460563	1	7530-451-54-46	SUPPLIES GENERAL	60.50	60.50	
Total 460563:											60.50	60.50
09/14	09/11/2014	92000	166	D & L DISTRIBUTING INC	SODAWATER FOR GOLF COU	460791	1	7530-451-54-46	SUPPLIES GENERAL	60.20	60.20	
Total 460791:											60.20	60.20
09/14	09/11/2014	92000	166	D & L DISTRIBUTING INC	SODAWATER FOR GOLF COU	460949	1	7530-451-54-46	SUPPLIES GENERAL	124.10	124.10	
Total 460949:											124.10	124.10
09/14	09/11/2014	92001	174	DATEMA, STEVEN K.	GROUND LEASE 710 MAIN 9/14	090714	1	7201-430-81-43	TECHNICAL SVCS	1,889.31	1,889.31	
Total 090714:											1,889.31	1,889.31
09/14	09/11/2014	92002	183	DEPARTMENT OF JUSTI	FINGERPRINT - APS	047984	1	1000-416-10-45	FINGERPRINTING SERVICES	96.00	96.00	
09/14	09/11/2014	92002	183	DEPARTMENT OF JUSTI	FINGERPRINT -	047984	2	1000-2205-005	LIVE SCAN STATE OF CALIFOR	15.00	15.00	
Total 047984:											111.00	111.00
09/14	09/11/2014	92002	183	DEPARTMENT OF JUSTI	FINGERPRINT - APS	053478	1	1000-416-10-45	FINGERPRINTING SERVICES	130.00	130.00	
09/14	09/11/2014	92002	183	DEPARTMENT OF JUSTI	FINGERPRINT -	053478	2	1000-2205-005	LIVE SCAN STATE OF CALIFOR	32.00	32.00	
Total 053478:											162.00	162.00
09/14	09/11/2014	92003	219	ED STAUB & SONS PETR	500.1 UNLEADED	0198927	1	1000-1410-001	INVENTORIES-GASOLINE	1,798.84	1,798.84	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 0198927:											
09/14	09/11/2014	92004	241	FEATHER PUBLISHING C	PO#7648 ORDINANCE 14-0999	PO#7648	1	1000-411-40-45	ADVERTISING	117.60	117.60
Total PO#7648:											
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	475145A	1	7110-430-42-43	TECHNICAL SVCS	85.00	85.00
Total 475145A:											
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	475806A	1	7110-430-42-43	TECHNICAL SVCS	133.00	133.00
Total 475806A:											
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476114A	1	7110-430-42-43	TECHNICAL SVCS	85.00	85.00
Total 476114A:											
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476115A	1	7110-430-42-43	TECHNICAL SVCS	247.00	247.00
Total 476115A:											
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476226A	1	7110-430-42-43	TECHNICAL SVCS	105.00	105.00
Total 476226A:											
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476227A	1	7110-430-42-43	TECHNICAL SVCS	24.00	24.00
Total 476227A:											
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476228A	1	7110-430-42-43	TECHNICAL SVCS	24.00	24.00
Total 476228A:											
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476229A	1	7110-430-42-43	TECHNICAL SVCS	24.00	24.00
Total 476229A:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476230A	1	7110-430-42-43	TECHNICAL SVCS	24.00	24.00
Total 476230A:											
09/14	09/11/2014	92005	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476531A	1	7110-430-42-43	TECHNICAL SVCS	105.00	105.00
Total 476531A:											
09/14	09/11/2014	92006	266	FRONTIER	257-1056 PWV SHOP	1056 082014	1	7620-430-10-45	COMMUNICATIONS	47.92	47.92
Total 1056 082014:											
09/14	09/11/2014	92006	265	FRONTIER	257-1057 PWV FAX	1057 082014	1	7620-430-10-45	COMMUNICATIONS	190.80	190.80
Total 1057 082014:											
09/14	09/11/2014	92006	265	FRONTIER	257-1182 NAT GAS TELEMETRY	1182 081014	1	7401-430-62-45	COMMUNICATIONS	33.06	33.06
Total 1182 081014:											
09/14	09/11/2014	92006	265	FRONTIER	252-1182 WATER SCADA	21182 081014	1	7401-430-62-45	COMMUNICATIONS	305.25	305.25
Total 21182 081014:											
09/14	09/11/2014	92006	265	FRONTIER	252-4247 LASSEN CO AIR POLL	24247 081014	1	7620-430-10-45	COMMUNICATIONS	149.73	149.73
Total 24247 081014:											
09/14	09/11/2014	92006	265	FRONTIER	257-2520 GOLF COURSE	2520 090114	1	7530-451-52-45	COMMUNICATIONS	331.66	331.66
Total 2520 090114:											
09/14	09/11/2014	92006	265	FRONTIER	257-2845 DEBRISROLL OVER	2845 081514	1	7620-430-10-45	COMMUNICATIONS	33.06	33.06
Total 2845 081514:											
09/14	09/11/2014	92006	265	FRONTIER	257-7236 NAT GAS	7236 082014	1	7620-430-10-45	COMMUNICATIONS	188.38	188.38

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 7236 082014:											
09/14	09/11/2014	92006	265	FRONTIER	257-7237 NAT GAS	7237 082014	1	7620-430-10-45	COMMUNICATIONS	54.58	54.58
Total 7237 082014:											
09/14	09/11/2014	92007	1179	GRANITE ELECTRICAL S	LAMPS	S1714913001	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	67.40	67.40
Total S1714913001:											
09/14	09/11/2014	92008	312	HISTORIC USA	8/14 COLLECTIONS, NET	090714	1	8401-2228-000	DEPOSITS PAYABLE	78.44	78.44
09/14	09/11/2014	92008	312	HISTORIC USA	5%FEE 8/14 COLLECTIONS	090714	2	8401-2228-000	DEPOSITS PAYABLE	1,490.31	1,490.31
09/14	09/11/2014	92008	312	HISTORIC USA	5%FEE 8/14 COLLECTIONS	090714	3	1000-415-10-34	REIMBURSEMENTS (HUSALAF	78.44	78.44
Total 090714:											
09/14	09/11/2014	92009	1075	INDEPENDENT ELECTRI	FUSION EQUIP FOR NAT GAS	S101940014001	1	7401-430-62-46	SUPPLIES-GENERAL	4,311.78	4,311.78
09/14	09/11/2014	92009	1075	INDEPENDENT ELECTRI	FUSION EQUIP FOR NAT GAS	S101940014001	2	7401-430-62-46	SUPPLIES-GENERAL	359.70	359.70
Total S101940014001:											
09/14	09/11/2014	92009	1075	INDEPENDENT ELECTRI	RISERS	S101946397002	1	7401-430-62-46	SUPPLIES-GENERAL	223.29	223.29
Total S101946397002:											
09/14	09/11/2014	92010	1362	IRON MOUNTAIN INFO. M	SHREDDING P/D 08/14	KRR1331	1	1000-421-10-44	DISPOSAL	108.41	108.41
Total KRR1331:											
09/14	09/11/2014	92011	911	JOHNSTONE SUPPLY	PILOT BURNER	415S195843301	1	7401-430-62-46	SUPPLIES-GENERAL	1,053.60	1,053.60
Total 415S195843301:											
09/14	09/11/2014	92012	362	KAUFFMAN, BILL	P/W JANITORIAL SVCS 8/14	298213	1	7620-430-10-43	TECHNICAL SVCS	220.00	220.00
Total 298213:											
09/14	09/11/2014	92013	1455	KIMBALL MIDWEST	WHEEL HUB KIT	3652061	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	49.97	49.97

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/11/2014	92013	1455	KIMBALL MIDWEST	WHEEL HUB KIT	3652061	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	49.97	49.97
09/14	09/11/2014	92013	1455	KIMBALL MIDWEST	WHEEL HUB KIT	3652061	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	49.97	49.97
Total 3652061: 149.91 149.91											
09/14	09/11/2014	92014	372	KRONICK MOSKOVITZ	PROF SVCS THRU 08/25/14	273560	1	1000-412-10-43	PROFESSIONAL SVCS	1,449.00	1,449.00
Total 273560: 1,449.00 1,449.00											
09/14	09/11/2014	92015	1074	LASSEN AUTO BODY	SEAT BELT ANCHOR	5867	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	100.78	100.78
Total 5867: 100.78 100.78											
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	BELT	206094	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	36.65	36.65
Total 206094: 36.65 36.65											
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	BUM/CLIP	206156	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	5.85	5.85
Total 206156: 5.85 5.85											
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	HOSE, RADIATOR CAP	206556	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	23.93	23.93
Total 206556: 23.93 23.93											
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	GLOVES	206620	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	16.76	16.76
Total 206620: 16.76 16.76											
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	RATCHET	206735	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	9.02	9.02
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	RATCHET	206735	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	9.02	9.02
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	RATCHET	206735	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	9.04	9.04
Total 206735: 27.08 27.08											
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	O RINGS	206856	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	.21	.21
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	O RINGS	206856	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	.21	.21
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	O RINGS	206856	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	.21	.21

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 206865:											
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	HOSE END	206865	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	16.15	16.15
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	HOSE END	206865	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	16.15	16.15
09/14	09/11/2014	92016	411	LASSEN MOTOR PARTS	HOSE END	206865	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	16.15	16.15
Total 206865:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	661108	1	3015-417-10-44	CONSTRUCTION SERVICES	9.62	9.62
Total 661108:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	661196	1	3015-417-10-44	CONSTRUCTION SERVICES	6.95	6.95
Total 661196:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	662513	1	2007-431-20-44	DISPOSAL	5.16	5.16
Total 662513:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	662554	1	2007-431-20-44	DISPOSAL	9.32	9.32
Total 662554:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	662571	1	2007-431-20-44	DISPOSAL	7.36	7.36
Total 662571:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	662581	1	2007-431-20-44	DISPOSAL	7.62	7.62
Total 662581:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	662595	1	2007-431-20-44	DISPOSAL	8.08	8.08
Total 662595:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	662635	1	2007-431-20-44	DISPOSAL	7.52	7.52

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 662635:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	662650	1	2007-431-20-44	DISPOSAL	7.52	7.52
Total 662650:											
09/14	09/11/2014	92017	412	LASSEN REGIONAL SOLI	DUMP FEES	662662	1	2007-431-20-44	DISPOSAL	6.64	6.64
Total 662662:											
09/14	09/11/2014	92018	413	SUSANVILLE TOWING	#80 OIL & FILTER	50365	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	9.00	9.00
Total 50365:											
09/14	09/11/2014	92018	413	SUSANVILLE TOWING	#86 OIL & FILTER	50373	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	280.56	280.56
Total 50373:											
09/14	09/11/2014	92018	413	SUSANVILLE TOWING	FORD EXPEDITION OIL AND FIL	50413	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	59.91	59.91
Total 50413:											
09/14	09/11/2014	92019	1321	LAW OFFICES OF GREG	PROFESSIONAL SER. 08/14	12033	1	8404-430-10-43	PROFESSIONAL SERVICES	57.96	57.96
Total 12033:											
09/14	09/11/2014	92020	437	LMUD	LASSEN COLLEGE WELL #5	120270 082814	1	7110-430-42-46	ELECTRICITY	210.00	210.00
Total 120270 082814:											
09/14	09/11/2014	92020	437	LMUD	SOUTH ST - PUBLIC WORKS O	14590 082814	1	7620-430-10-46	ELECTRICITY	722.67	722.67
Total 14590 082814:											
09/14	09/11/2014	92020	437	LMUD	CADY SPRINGS	26784 082814	1	7110-430-42-46	ELECTRICITY	452.96	452.96
Total 26784 082814:											
										18.56	18.56

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 49498 082214:											
09/14	09/11/2014	92020	437	LMUD	RIVERSIDE & MAIN SIGNAL LIG	49499 082214	1	2007-431-60-46	ELECTRICITY	205.36	205.36
Total 49499 082214:											
09/14	09/11/2014	92020	437	LMUD	SPRING RIDGE BOOSTER	55754 082814	1	7110-430-42-46	ELECTRICITY	401.13	401.13
Total 55754 082814:											
09/14	09/11/2014	92020	437	LMUD	WELL 1	7714 082214	1	7110-430-42-46	ELECTRICITY	387.38	387.38
Total 7714 082214:											
09/14	09/11/2014	92020	437	LMUD	GEOHERMAL PUMP #2	9503 082814	1	7301-430-52-46	ELECTRICITY	26.55	26.55
Total 9503 082814:											
09/14	09/11/2014	92020	437	LMUD	GEOHERMAL HOSPITAL LANE	9963 082814	1	7301-430-52-46	ELECTRICITY	10.00	10.00
Total 9963 082814:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	WATER LINEN SER 08/26/14	250243769	1	7110-430-42-44	LINEN SERVICE	89.66	89.66
Total 250243769:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	STREET LINEN SER 08/26/14	250243770	1	2007-431-20-44	LINEN SERVICE	6.68	6.68
Total 250243770:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	720 SOUTH ST 082614	250243771	1	7620-430-10-44	LINEN SERVICE	50.37	50.37
Total 250243771:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	GAS LINEN SER 8/26/14	250243773	1	7401-430-62-44	LINEN SERVICES	66.47	66.47
Total 250243773:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	WATER LINEN SER 09/02/14	250244386	1	7110-430-42-44	LINEN SERVICE	89.66	89.66
Total 250244386:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	STREET LINEN SER 09/2/14	250244389	1	2007-431-20-44	LINEN SERVICE	6.68	6.68
Total 250244389:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	720 SOUTH ST 09/2/14	250244390	1	7620-430-10-44	LINEN SERVICE	50.37	50.37
Total 250244390:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	GAS LINEN SER 9/2/14	250244392	1	7401-430-62-44	LINEN SERVICES	66.47	66.47
Total 250244392:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	STREET LINEN SER 9/9/14	250244998	1	2007-431-20-44	LINEN SERVICE	6.68	6.68
Total 250244998:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	720 SOUTH ST 09/9/14	250244999	1	7620-430-10-44	LINEN SERVICE	105.94	105.94
Total 250244999:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	GAS LINEN SER 9/9/14	250245001	1	7401-430-62-44	LINEN SERVICES	66.47	66.47
Total 250245001:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	720 SOUTH ST 8/26/14	D250243508	1	7620-430-10-46	SUPPLIES-GENERAL	53.75	53.75
Total D250243508:											
09/14	09/11/2014	92021	481	MISSION LINEN & UNIFO	WATER LINEN SER 09/02/14	S250243722	1	7110-430-42-44	LINEN SERVICE	5.00	5.00
Total S250243722:											
09/14	09/11/2014	92022	488	MORNING GLORY	GOLF COURSE RESTURANT F	339289A	1	7530-451-54-46	SUPPLIES GENERAL	76.28	76.28

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 339289A:											
09/14	09/11/2014	92022	488	MORNING GLORY	GOLF COURSE RESTURANT F	339306	1	7530-451-54-46	SUPPLIES GENERAL	13.68	13.68
Total 339306:											
09/14	09/11/2014	92023	572	QUILL CORPORATION	FOLDERS, ENVELOPES	5301282	1	7620-430-10-46	SUPPLIES-GENERAL	41.90	41.90
Total 5301282:											
09/14	09/11/2014	92024	592	REYNOLDS & RAYMOND	TRANSMISSION FLUID	9139	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	349.68	349.68
Total 9139:											
09/14	09/11/2014	92031	1461		REMODEL CONSULTATION	090214	1	3015-417-10-44	CONSTRUCTION SERVICES	50.00	50.00
Total 090214:											
09/14	09/11/2014	92025	1076	SIERRA COFFEE AND BE	PWWATER SERVICE 9/4/14	42834	1	7620-430-10-46	SUPPLIES-GENERAL	27.40	27.40
Total 42834:											
09/14	09/11/2014	92026	1449	STI INVESTIGATIONS	PROFESSIONAL SER INVESTIG	1281	1	1000-416-10-43	TECHNICAL SVCS	301.00	301.00
Total 1281:											
09/14	09/11/2014	92026	1449	STI INVESTIGATIONS	PROFESSIONAL SER INVESTIG	1282	1	1000-416-10-43	TECHNICAL SVCS	311.50	311.50
Total 1282:											
09/14	09/11/2014	92027	1265	SUSANVILLE PAINT CEN	BLACK STRIPING PAINT	16966	1	2007-431-20-46	SUPPLIES-GENERAL	14.46	14.46
Total 16966:											
09/14	09/11/2014	92027	1265	SUSANVILLE PAINT CEN	BLACK STRIPING PAINT	17153	1	2007-431-20-46	SUPPLIES-GENERAL	28.92	28.92
Total 17153:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/11/2014	92028	677	SUSANVILLE SANITARY	606 NEVADA	1274 090114	1	1000-417-10-44	SEWER	39.00	39.00
Total 1274 090114:											
09/14	09/11/2014	92028	677	SUSANVILLE SANITARY	66 N LASSEN	1276 090114	1	1000-417-10-44	SEWER	85.60	85.60
Total 1276 090114:											
09/14	09/11/2014	92028	677	SUSANVILLE SANITARY	115 N WEATHERLOW	1448 090114	1	1000-451-80-44	SEWER	42.80	42.80
Total 1448 090114:											
09/14	09/11/2014	92028	677	SUSANVILLE SANITARY	65 N WEATHERLOW - ROOPS F	1449 090114	1	1000-452-20-44	SEWER	85.60	85.60
Total 1449 090114:											
09/14	09/11/2014	92028	677	SUSANVILLE SANITARY	1801 MAIN	2121 090114	1	1000-421-10-44	SEWER	42.80	42.80
Total 2121 090114:											
09/14	09/11/2014	92028	677	SUSANVILLE SANITARY	720 SOUTH ST - CITY SHOP	3203 090114	1	7620-430-10-44	SEWER	42.80	42.80
Total 3203 090114:											
09/14	09/11/2014	92028	677	SUSANVILLE SANITARY	1850 RIVER ST	3667 090114	1	1000-452-20-44	SEWER	42.80	42.80
Total 3667 090114:											
09/14	09/11/2014	92028	677	SUSANVILLE SANITARY	1600 RIVERSIDE DR	3668 090114	1	1000-452-20-44	SEWER	42.80	42.80
Total 3668 090114:											
09/14	09/11/2014	92028	677	SUSANVILLE SANITARY	1200 NORTH ST	3669 090114	1	1000-452-20-44	SEWER	42.80	42.80
Total 3669 090114:											
09/14	09/11/2014	92029	1046	SUSANVILLE TRANSMIS	TRANSMISSION FLUSH	15168	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	294.63	294.63

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 15168:											
09/14	09/11/2014	92030	712	TNS TRUCKING CO	CONCRETE SLURRY 7 SACK	1301	1	3015-417-10-44	CONSTRUCTION SERVICES	411.19	411.19
Total 1301:											
09/14	09/11/2014	92032	770	WESTERN NEVADA SUP	METER BOX WITH LID	659394371	1	7110-430-42-46	SUPPLIES-GENERAL	183.78	183.78
Total 659394371:											
09/14	09/11/2014	92032	770	WESTERN NEVADA SUP	HEAD PLUG	65976834	1	7401-430-62-46	SUPPLIES-GENERAL	52.89	52.89
Total 65976834:											
09/14	09/11/2014	92032	770	WESTERN NEVADA SUP	TUBING	65976847	1	7110-430-42-44	REPAIR AND MAINTENANCE-MI	83.92	83.92
Total 65976847:											
09/14	09/11/2014	92032	770	WESTERN NEVADA SUP	CAPS	65982154	1	7401-430-62-46	SUPPLIES-GENERAL	28.32	28.32
Total 65982154:											
09/14	09/11/2014	92032	770	WESTERN NEVADA SUP	COUPLING	65983080	1	7401-430-62-46	SUPPLIES-GENERAL	11.03	11.03
Total 65983080:											
09/14	09/11/2014	92032	770	WESTERN NEVADA SUP	METER BOX WITH LID	65984306	1	7110-430-42-46	SUPPLIES-GENERAL	94.31	94.31
Total 65984306:											
Grand Totals:										63,576.98	63,576.98

M = Manual Check, V = Void Check

Report Criteria:

Report type: GL detail

Check Voided = False

Report Criteria:

Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
09/12/2014	CDPT	09/17/2014	312	CITY OF SUSANVILLE PA	1	7650-2203-1	6,589.01-
09/12/2014	CDPT	09/17/2014	312	CITY OF SUSANVILLE PA	1	7650-2203-1	6,589.01-
09/12/2014	CDPT	09/17/2014	312	CITY OF SUSANVILLE PA	1	7650-2203-1	2,134.07-
09/12/2014	CDPT	09/17/2014	312	CITY OF SUSANVILLE PA	1	7650-2203-1	2,134.07-
09/12/2014	CDPT	09/17/2014	312	CITY OF SUSANVILLE PA	1	7650-2203-1	16,493.45-
08/29/2014	CDPT	09/17/2014	313	LABORERS TRUST FUND	9	7650-2203-1	979.00-
09/12/2014	CDPT	09/17/2014	313	LABORERS TRUST FUND	9	7650-2203-1	1,091.50-
09/12/2014	CDPT	09/17/2014	313	LABORERS TRUST FUND	9	7650-2203-1	69,230.00-
09/12/2014	CDPT	09/17/2014	313	LABORERS TRUST FUND	9	7650-2203-1	12.50
09/12/2014	CDPT	09/17/2014	314	EMPLOYMENT DEV. DEP	6	7650-2203-1	4,985.06-
09/12/2014	CDPT	09/17/2014	315	EMPLOYMENT DEV DEP	7	7650-2203-1	1,360.84-
08/29/2014	CDPT	09/17/2014	92047	AFLAC	14	8403-2239-0	486.78-
08/29/2014	CDPT	09/17/2014	92047	AFLAC	14	7650-2203-0	135.00-
09/12/2014	CDPT	09/17/2014	92047	AFLAC	14	8403-2239-0	486.78-
09/12/2014	CDPT	09/17/2014	92047	AFLAC	14	7650-2203-0	135.00-
09/12/2014	CDPT	09/17/2014	92048	CA STATE DISBURSEME	26	7650-2203-0	184.61-
09/12/2014	CDPT	09/17/2014	92049	CA STATE DISBURSEME	35	7650-2203-0	155.07-
09/12/2014	CDPT	09/17/2014	92050	CA STATE DISBURSEME	36	7650-2203-0	103.84-
09/12/2014	CDPT	09/17/2014	92051	CA STATE DISBURSEME	37	7650-2203-0	69.23-
08/29/2014	CDPT	09/17/2014	92052	GOLDEN ONE CREDIT U	12	7650-2203-0	632.00-
09/12/2014	CDPT	09/17/2014	92052	GOLDEN ONE CREDIT U	12	7650-2203-0	592.50-
09/12/2014	CDPT	09/17/2014	92053	JEFFERSON PILOT FINA	22	7650-2203-1	133.87-
09/12/2014	CDPT	09/17/2014	92053	JEFFERSON PILOT FINA	22	7650-2203-1	194.75-
09/12/2014	CDPT	09/17/2014	92054		28	7650-2203-0	391.38-
09/12/2014	CDPT	09/17/2014	92055	NATIONWIDE RETIREME	5	7650-2203-0	125.00-
08/29/2014	CDPT	09/17/2014	92056	NEW IMAGE RACQUETB	30	7650-2203-0	96.00-
09/12/2014	CDPT	09/17/2014	92056	NEW IMAGE RACQUETB	30	7650-2203-0	159.00-
08/29/2014	CDPT	09/17/2014	92057	OPERATING ENGINEERS	11	7650-2203-0	665.00-
09/12/2014	CDPT	09/17/2014	92057	OPERATING ENGINEERS	11	7650-2203-0	665.00-
08/29/2014	CDPT	09/17/2014	92058	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.96-
09/12/2014	CDPT	09/17/2014	92058	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.94-
09/12/2014	CDPT	09/17/2014	92059	STATE OF CALIF FRANCO	18	7650-2203-0	204.89-
09/12/2014	CDPT	09/17/2014	92060	UPEC, LOCAL 792	10	7650-2203-1	2,116.50-
09/12/2014	CDPT	09/17/2014	92061	VALIC	4	7650-2203-0	1,922.05-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	8,513.11-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	2,012.90-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	5,921.09-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	4,868.92-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	145.04-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	128.59-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	124.39-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	737.19-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	737.19-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	1,007.46-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	1,007.46-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	169.34-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	169.34-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	17.00-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	3,882.34-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	1,529.57-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	2,599.87-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	32.00-
09/12/2014	CDPT	09/17/2014	92062	P.E.R.S.	8	7650-2203-1	282.55

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
Grand Totals:			<u>53</u>				<u>154,579.91-</u>

Report Criteria:
Transmittal checks included

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/18/2014	92063	728	U S POSTMASTER	GAS BILLING POSTAGE	091814	1	7401-430-62-46	POSTAGE	402.42	402.42
09/14	09/18/2014	92063	728	U S POSTMASTER	WATER BILLING POSTAGE	091814	2	7110-430-42-46	POSTAGE	781.14	781.14
Total 091814:										1,183.56	1,183.56
Grand Totals:										1,183.56	1,183.56

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/19/2014	92064	817	ADAMSON POLICE PROD	BUCK PELLETS	151373	1	1000-421-10-47	EQUIPMENT - SAFETY	78.89	78.89
Total 151373:											
09/14	09/19/2014	92065	21	AIRGAS USA, LLC	OXYGEN	9030841150	1	7110-430-42-46	SUPPLIES-GENERAL	37.96	37.96
Total 9030841150:											
09/14	09/19/2014	92065	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9921065594	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	72.73	72.73
09/14	09/19/2014	92065	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9921065594	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	72.73	72.73
09/14	09/19/2014	92065	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9921065594	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	72.74	72.74
09/14	09/19/2014	92065	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9921065594	4	7401-430-62-46	SUPPLIES-GENERAL	39.06	39.06
09/14	09/19/2014	92065	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9921065594	5	7110-430-42-46	SUPPLIES-GENERAL	70.68	70.68
Total 9921065594:											
09/14	09/19/2014	92066	7904		REFUND WATER DEPOSIT	10121000003	1	7110-2228-000	DEPOSITS-CUSTOMER	53.21	53.21
Total 10121000003:											
09/14	09/19/2014	92067	7905		REFUND WATER DEPOSIT	10209450010	1	7110-2228-000	DEPOSITS-CUSTOMER	54.27	54.27
Total 10209450010:											
09/14	09/19/2014	92068	7908		RETURN HYDRANT METER DE	091514	1	7110-2228-004	DEPOSITS-CONTRSR. METER/H	1,000.00	1,000.00
Total 091514:											
09/14	09/19/2014	92069	76	BILLINGTON ACE HARD	COUPLING	310014	1	7110-430-42-46	SUPPLIES-GENERAL	2.70	2.70
Total 310014:											
09/14	09/19/2014	92070	108		TR EX 10/5/14 MONTEREY BA	101514	1	1000-411-10-45	TRAVEL	159.50	159.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 101514:											
09/14	09/19/2014	92071	118	CBC INNOVIS INC	MEMBERSHIP DUES	4245003406	1	1000-417-10-48	DUES AND MEMBERSHIPS	10.00	10.00
Total 4245003406:											
09/14	09/19/2014	92072	148	COMPUTER LOGISTICS	DOMAIN NAME REGISTRATION	63310	1	1000-417-10-43	TECHNICAL SVCS	40.00	40.00
Total 63310:											
09/14	09/19/2014	92072	148	COMPUTER LOGISTICS	MONTHLY SER 2HRS	63408	1	1000-417-10-43	TECHNICAL SVCS	220.00	220.00
Total 63408:											
09/14	09/19/2014	92072	148	COMPUTER LOGISTICS	ANTI VIRUS-BARRACUDA 200G	63426	1	1000-417-10-43	TECHNICAL SVCS	50.00	50.00
Total 63426:											
09/14	09/19/2014	92072	148	COMPUTER LOGISTICS	EMAIL & IPHONE SUPPORT	63472	1	1000-417-10-43	TECHNICAL SVCS	328.30	328.30
Total 63472:											
09/14	09/19/2014	92073	166	D & L DISTRIBUTING INC	SODAWATER FOR GOLF COU	461231	1	7530-451-54-46	SUPPLIES GENERAL	24.10	24.10
Total 461231:											
09/14	09/19/2014	92074	1460	DANIEL ENGLISH	FUEL TANK WP/PUMP FILTER SY	2910	1	7201-430-81-46	SUPPLIES - GENERAL	10,000.00	10,000.00
09/14	09/19/2014	92074	1460	DANIEL ENGLISH	FUEL TANK WP/PUMP FILTER SY	2910	2	7201-430-81-46	SUPPLIES - GENERAL	10,000.00	10,000.00
09/14	09/19/2014	92074	1460	DANIEL ENGLISH	FUEL TANK WP/PUMP FILTER SY	2910	3	7201-430-81-47	MACHINERY AND EQUIPMENT	10,000.00	10,000.00
Total 2910:											
09/14	09/19/2014	92075	171	DANS TREE SERVICE	REMOVAL DEAD TREE MEM PA	641903	1	1000-452-20-43	TECHNICAL SVCS	325.00	325.00
Total 641903:											
09/14	09/19/2014	92076	7899		REFUND GAS DEPOSIT	10234300018	1	7401-2228-000	DEPOSITS-CUSTOMER	151.98	151.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 10234300018:											
09/14	09/19/2014	92077	1290	FARWEST CORROSION	HOSE CLAMPS, WELD METAL	0254573	1	7401-430-62-46	SUPPLIES-GENERAL	312.35	312.35
Total 0254573:											
09/14	09/19/2014	92078	238	FASTENAL COMPANY	BOLTS AND NUTS	60262	1	7110-430-42-46	SUPPLIES-GENERAL	8.48	8.48
Total 60262:											
09/14	09/19/2014	92079	241	FEATHER PUBLISHING C	AD 080614 BUILDING PERMIT T	ACCT#1845 01030341	1	1000-417-10-45	ADVERTISING	168.00	168.00
Total ACCT#1845 01030341:											
09/14	09/19/2014	92079	241	FEATHER PUBLISHING C	BUSINESS CARDS	ACCT#437 01030142	1	1000-413-20-46	SUPPLIES-GENERAL	76.59	76.59
Total ACCT#437 01030142:											
09/14	09/19/2014	92079	241	FEATHER PUBLISHING C	PROJECT MANGER AD 080614	ACT#1845 01030342	1	1000-417-10-45	ADVERTISING	93.00	93.00
Total ACT#1845 01030342:											
09/14	09/19/2014	92079	241	FEATHER PUBLISHING C	PO#7647 WEED RUBBISH	PO#7647	1	1000-417-10-45	ADVERTISING	30.00	30.00
Total PO#7647:											
09/14	09/19/2014	92080	7900		REFUND GAS DEPOSIT	10408206802	1	7401-2228-000	DEPOSITS-CUSTOMER	171.30	171.30
Total 10408206802:											
09/14	09/19/2014	92081	7903		REFUND GAS DEPOSIT	10219450419	1	7401-2228-000	DEPOSITS-CUSTOMER	89.79	89.79
Total 10219450419:											
09/14	09/19/2014	92082	257	FOREST OFFICE EQUIP	COPY PAPER	10149	1	7620-430-10-46	SUPPLIES-GENERAL	94.60	94.60
Total 10149:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/19/2014	92082	257	FOREST OFFICE EQUIP	P/W COPIES	CC5686	1	7620-430-10-43	TECHNICAL SVCS	1,023.63	1,023.63
Total CC5686:											
09/14	09/19/2014	92082	257	FOREST OFFICE EQUIP	MONTHLY MAINT. FOLDING MA	CC5694	1	7401-430-62-44	REPAIR AND MAINTENANCE-MI	42.00	42.00
09/14	09/19/2014	92082	257	FOREST OFFICE EQUIP	MONTHLY MAINT. FOLDING MA	CC5694	2	7110-430-42-44	REPAIR AND MAINTENANCE-MI	42.00	42.00
Total CC5694:											
09/14	09/19/2014	92083	265	FRONTIER	257-0315 AWOS AIRPORT	0315 081514	1	7201-430-81-45	COMMUNICATIONS	35.22	35.22
Total 0315 081514:											
09/14	09/19/2014	92083	265	FRONTIER	257-1033 BARKS	1033 090514	1	1000-452-20-45	COMMUNICATIONS	161.83	161.83
Total 1033 090514:											
09/14	09/19/2014	92083	265	FRONTIER	257-1041 P/W ADMIN	1041 090514	1	7620-430-10-45	COMMUNICATIONS	273.89	273.89
Total 1041 090514:											
09/14	09/19/2014	92083	265	FRONTIER	257-1051 P/W STREETS	1051 090514	1	7620-430-10-45	COMMUNICATIONS	34.94	34.94
Total 1051 090514:											
09/14	09/19/2014	92083	265	FRONTIER	257-2960 HVAC/ELEVATOR LIN	2960 090514	1	1000-417-10-45	COMMUNICATIONS	33.06	33.06
Total 2960 090514:											
09/14	09/19/2014	92084	7906		REFUND WATER DEPOSIT	10520060002	1	7110-2228-000	DEPOSITS-CUSTOMER	51.11	51.11
09/14	09/19/2014	92084	7906		REFUND GAS DEPOSIT	10520060002	2	7401-2228-000	DEPOSITS-CUSTOMER	175.00	175.00
Total 10520060002:											
09/14	09/19/2014	92085	6839		REFUND WATER DEPOSIT	10429050018	1	7110-2228-000	DEPOSITS-CUSTOMER	38.69	38.69
Total 10429050018:											
09/14	09/19/2014	92086	7895		REIM ELECTRICAL PANEL DEP	090814	1	1000-2228-009	DEPOSITS-COMM CENTER RE	100.00	100.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 090814:											
09/14	09/19/2014	92087	1405	HARPER CPA, KEVIN W	PROFESSIONAL SERVICES 7/2	081514	1	1000-415-10-43	PROFESSIONAL SVCS	3,780.00	3,780.00
Total 081514:											
09/14	09/19/2014	92088	296	HASTIERS LOCKS	MORTICE LOCKS PW	2461	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	1,299.64	1,299.64
Total 2461:											
09/14	09/19/2014	92089	7911		CARL MOYER CYCLE 16	091614	1	8405-430-10-48	GRANTS	35,000.00	35,000.00
Total 091614:											
09/14	09/19/2014	92090	1075	INDEPENDENT ELECTRI	COUPLING	S101946397004	1	7401-430-62-46	SUPPLIES-GENERAL	99.95	99.95
Total S101946397004:											
09/14	09/19/2014	92091	7896		REFUND GAS DEPOSIT	10328750117	1	7401-2228-000	DEPOSITS-CUSTOMER	175.54	175.54
Total 10328750117:											
09/14	09/19/2014	92092	362	KAUFFMAN, BILL	CITY HALL JANITORIAL SVCS	298212	1	1000-417-10-44	CUSTODIAL	650.00	650.00
Total 298212:											
09/14	09/19/2014	92093	1455	KIMBALL MIDWEST	VIDEO SCOPE	3764668	1	7620-430-10-46	SUPPLIES-SMALL TOOLS	192.43	192.43
Total 3764668:											
09/14	09/19/2014	92094	5027	LASSEN ECONOMIC DEV	REFUND GAS OVERPAYMENT	10526760017	1	9999-1001-001	CASH CLEARING - UTILITIES	314.73	314.73
Total 10526760017:											
09/14	09/19/2014	92095	413	SUSANVILLE TOWING	LOCKOUT PARKS AND REC	55078	1	1000-452-20-45	LOCKSMITHING SERVICES	100.00	100.00
Total 55078:											

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/19/2014	92096	437	LMUD	AIRPORT VASI LIGHTS	10108 082214	1 7201-430-81-46	ELECTRICITY	10.00	10.00
Total 10108 082214:										
09/14	09/19/2014	92096	437	LMUD	GOLF COURSE IRR WELL30 HP	122907 082214	1 7530-451-52-46	ELECTRICITY	2,096.49	2,096.49
Total 122907 082214:										
09/14	09/19/2014	92096	437	LMUD	GOLF COURSE PUMP STATION	122910 082214	1 7530-451-52-46	ELECTRICITY	1,410.09	1,410.09
Total 122910 082214:										
09/14	09/19/2014	92096	437	LMUD	GOLF COURSE IRR PUMP/8TH	122929 082214	1 7530-451-52-46	ELECTRICITY	1,024.58	1,024.58
Total 122929 082214:										
09/14	09/19/2014	92096	437	LMUD	GOLF COURSE PUMP HOUSE	132052 082214	1 7530-451-52-46	ELECTRICITY	18.42	18.42
Total 132052 082214:										
09/14	09/19/2014	92096	437	LMUD	470-896 CIRCLE DR	144281 082214	1 7530-451-52-46	ELECTRICITY	2,453.05	2,453.05
Total 144281 082214:										
09/14	09/19/2014	92096	437	LMUD	ROOSEVELT POOL	1744 082814	1 1000-452-20-46	ELECTRICITY	16.48	16.48
Total 1744 082814:										
09/14	09/19/2014	92096	437	LMUD	RIVERSIDE PARK	1999 082814	1 1000-452-20-46	ELECTRICITY	35.64	35.64
Total 1999 082814:										
09/14	09/19/2014	92096	437	LMUD	LITTLE LEAGUE PARK AREA LI	3522 082214	1 1000-452-20-46	ELECTRICITY	32.97	32.97
Total 3522 082214:										
09/14	09/19/2014	92096	437	LMUD	AIRPORT LOT 5	51908 082214	1 7201-430-81-46	ELECTRICITY	10.00	10.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 51908 082214:											
09/14	09/19/2014	92096	437	LMUD	AIRPORT HANGER 6	54333 082214	1	7201-430-81-46	ELECTRICITY	10.00	10.00
Total 54333 082214:											
09/14	09/19/2014	92096	437	LMUD	925 SIERRA RD SPORTS CTR	60453 082214	1	1000-452-20-46	ELECTRICITY	10.00	10.00
Total 60453 082214:											
09/14	09/19/2014	92096	437	LMUD	AIRPORT OFFICE	7146 082214	1	7201-430-81-46	ELECTRICITY	407.02	407.02
Total 7146 082214:											
09/14	09/19/2014	92096	437	LMUD	AIRPORT GAS PUMP	7154 082214	1	7201-430-81-46	ELECTRICITY	19.08	19.08
Total 7154 082214:											
09/14	09/19/2014	92096	437	LMUD	GOLF COURSE CLUB HOUSE	7394 082214	1	7530-451-52-46	ELECTRICITY	96.73	96.73
Total 7394 082214:											
09/14	09/19/2014	92096	437	LMUD	GOLF COURSE CART BARN 2	7400 082214	1	7530-451-52-46	ELECTRICITY	38.48	38.48
Total 7400 082214:											
09/14	09/19/2014	92096	437	LMUD	AIRPORT HANGER 8	92715 082214	1	7201-430-81-46	ELECTRICITY	10.00	10.00
Total 92715 082214:											
09/14	09/19/2014	92096	437	LMUD	GEO THERMAL PUMP #1	9297 090514	1	7301-430-52-46	ELECTRICITY	72.12	72.12
Total 9297 090514:											
09/14	09/19/2014	92096	437	LMUD	GOLF COURSE BARN 1 & 3	9312 082214	1	7530-451-52-46	ELECTRICITY	10.14	10.14
Total 9312 082214:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/19/2014	92096	437	LMUD	RIVERSIDE PARK LIGHT	9501 082814	1	1000-452-20-46	ELECTRICITY	215.81	215.81
Total 9501 082814:											
09/14	09/19/2014	92097	452	MARTIN SECURITY SYST	PUBLIC WORKS MONTHLY MO	025739	1	7620-430-10-43	TECHNICAL SVCS	40.00	40.00
Total 025739:											
09/14	09/19/2014	92098	481	MISSION LINEN & UNIFO	PW LINEN ERVS 9/02/14	250244391	1	1000-452-20-44	LINEN SERVICES	12.83	12.83
Total 250244391:											
09/14	09/19/2014	92098	481	MISSION LINEN & UNIFO	WATER LINEN SER 09/09/14	250244997	1	7110-430-42-44	LINEN SERVICE	89.66	89.66
Total 250244997:											
09/14	09/19/2014	92098	481	MISSION LINEN & UNIFO	PW LINEN ERVS 9/09/14	250245000	1	1000-452-20-44	LINEN SERVICES	12.83	12.83
Total 250245000:											
09/14	09/19/2014	92099	7872		REIM POSTER DISASTER AWA	090514	1	1000-422-10-45	ADVERTISING	63.40	63.40
Total 090514:											
09/14	09/19/2014	92100	7909		CARL MOYER CYCLE 16	091614	1	8405-430-10-48	GRANTS	35,000.00	35,000.00
Total 091614:											
09/14	09/19/2014	92101	5394		REFUND WATER OVERPAYME	1030960005	1	9999-1001-001	CASH CLEARING - UTILITIES	162.57	162.57
Total 1030960005:											
09/14	09/19/2014	92102	546	PAYLESS BUILDING SUP	BOARDS	2460586	1	3015-417-10-44	CONSTRUCTION SERVICES	5.95	5.95
Total 2460586:											
09/14	09/19/2014	92102	546	PAYLESS BUILDING SUP	TREATED MUDSILL	2460745	1	3015-417-10-44	CONSTRUCTION SERVICES	30.21	30.21

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 2460745:											
09/14	09/19/2014	92102	546	PAYLESS BUILDING SUP	TRIM AND STAKES	2461065	1	3015-417-10-44	CONSTRUCTION SERVICES	30.21	30.21
Total 2461065:											
09/14	09/19/2014	92102	546	PAYLESS BUILDING SUP	TRIM AND REBAR	2461090	1	3015-417-10-44	CONSTRUCTION SERVICES	31.74	31.74
Total 2461090:											
09/14	09/19/2014	92102	546	PAYLESS BUILDING SUP	BLOCKS	2461108	1	3015-417-10-44	CONSTRUCTION SERVICES	24.54	24.54
Total 2461108:											
09/14	09/19/2014	92102	546	PAYLESS BUILDING SUP	BOARDS	2461140	1	3015-417-10-44	CONSTRUCTION SERVICES	10.28	10.28
Total 2461140:											
09/14	09/19/2014	92102	546	PAYLESS BUILDING SUP	TRIM AND STAKES	2461198	1	3015-417-10-44	CONSTRUCTION SERVICES	4.56	4.56
Total 2461198:											
09/14	09/19/2014	92102	546	PAYLESS BUILDING SUP	BOARDS	2461266	1	3015-417-10-44	CONSTRUCTION SERVICES	27.98	27.98
Total 2461266:											
09/14	09/19/2014	92103	563	POULSEN WELDING SHO	TUBING FOR PARKING LOT	2528	1	3015-417-10-44	CONSTRUCTION SERVICES	8.47	8.47
Total 2528:											
09/14	09/19/2014	92104	572	QUILL CORPORATION	LABELS	5345392CR	1	1000-419-10-46	SUPPLIES-GENERAL	408.50	408.50
Total 5345392CR:											
09/14	09/19/2014	92104	572	QUILL CORPORATION	LASERJET INK, POP UP NOTES	5451489	1	1000-417-10-46	SUPPLIES-GENERAL	11.81	11.81
Total 5451489:											
										237.55	237.55

Check Issue Dates: 9/19/2014 - 9/19/2014

Sep 19, 2014 10:09AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
09/14	09/19/2014	92104	572	QUILL CORPORATION	ERASER, CHALK BOARD	5889814	1	7620-430-10-46	SUPPLIES-GENERAL	32.86	32.86
Total 5889814:											
09/14	09/19/2014	92105	7910	CARL MOYER CYCLE 15/16		091614	1	8405-430-10-48	GRANTS	35,000.00	35,000.00
Total 091614:											
09/14	09/19/2014	92106	1296	RENTAL GUYS	BULLFLOAT HANDLE	5354315	1	3015-417-10-44	CONSTRUCTION SERVICES	3.47	3.47
Total 5354315:											
09/14	09/19/2014	92107	1461	ROOM BY ROOM INTERI	DECORATING KITCHEN FIRE D	196	1	2012-465-32-44	REPAIR & MAINTANENCE-FACI	601.25	601.25
Total 196:											
09/14	09/19/2014	92108	7897		REFUND WATER OVERPAYME	10100201406	1	9999-1001-001	CASH CLEARING - UTILITIES	27.47	27.47
Total 10100201406:											
09/14	09/19/2014	92109	5199		REFUND WATER OVERPAYME	10121050015	1	9999-1001-001	CASH CLEARING - UTILITIES	22.95	22.95
Total 10121050015:											
09/14	09/19/2014	92110	1082	SIERRA CASCADE AGGR	ASPHALT	4290	1	3015-417-10-44	CONSTRUCTION SERVICES	1,213.46	1,213.46
Total 4290:											
09/14	09/19/2014	92111	1076	SIERRA COFFEE AND BE	CITY HALL SERVICE 8/27/14	42784	1	1000-417-10-46	SUPPLIES-GENERAL	13.80	13.80
Total 42784:											
09/14	09/19/2014	92112	7902		REFUND GAS DEPOSIT	10120650142	1	7401-2228-000	DEPOSITS-CUSTOMER	37.27	37.27
Total 10120650142:											
09/14	09/19/2014	92113	7901		REFUND GAS DEPOSIT	10324101507	1	7401-2228-000	DEPOSITS-CUSTOMER	79.49	79.49

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 10324101507:											
09/14	09/19/2014	92114	7898		REFUND GAS DEPOSIT	10314900021	1	7401-2228-000	DEPOSITS-CUSTOMER	89.17	89.17
Total 10314900021:											
09/14	09/19/2014	92115	1436	STANISLAUS FARM SUP	MILK BONES	1179765	1	7110-430-42-46	SUPPLIES-GENERAL	14.51	14.51
09/14	09/19/2014	92115	1436	STANISLAUS FARM SUP	MILK BONES	1179765	2	7401-430-62-46	SUPPLIES-GENERAL	14.52	14.52
Total 1179765:											
09/14	09/19/2014	92116	1302	STOKES HAULING	ABATEMENT CARROLLGREYS	091614	1	1000-425-20-43	TECHNICAL SVCS	165.00	165.00
Total 091614:											
09/14	09/19/2014	92117	1265	SUSANVILLE PAINT CEN	RED PAINT FOR CURBS	17730	1	2007-431-20-46	SUPPLIES-GENERAL	15.72	15.72
Total 17730:											
09/14	09/19/2014	92118	7907	SWRCB	APP.#44100 PERMIT WAIVER	091614	1	7620-430-10-48	DUES AND MEMBERSHIPS	200.00	200.00
Total 091614:											
09/14	09/19/2014	92119	1245	TAYLORMADE GOLF	GLOVES	30126177	1	7530-451-55-46	SUPPLIES - GENERAL	328.91	328.91
Total 30126177:											
09/14	09/19/2014	92120	696	TECH SERVICES	MONTH MAINT. FEE TO AWOS III/	1553	1	7201-430-81-43	TECHNICAL SVCS	575.00	575.00
Total 1553:											
09/14	09/19/2014	92121	712	TNS TRUCKING CO	SAND	1309	1	3015-417-10-44	CONSTRUCTION SERVICES	925.18	925.18
Total 1309:											
09/14	09/19/2014	92122	966	TURF STAR, INC.	STUD. NUTS	686289001	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	76.41	76.41

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 686289001:											
09/14	09/19/2014	92122	966	TURF STAR, INC.	GASKET,	686325300	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	20.15	20.15
Total 686325300:											
09/14	09/19/2014	92122	966	TURF STAR, INC.	GASKET, MANIFOLD, NUTS, WA	686346300	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	233.48	233.48
Total 686346300:											
09/14	09/19/2014	92122	966	TURF STAR, INC.	CLUTCH KIT	686446500	1	7530-451-54-44	REPAIR & MAINTENANCE	423.51	423.51
Total 686446500:											
09/14	09/19/2014	92123	530	U.S. BANK EQUIPMENT F	COPIER-CITY UP AND DOWNST	261098008	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	435.78	435.78
09/14	09/19/2014	92123	530	U.S. BANK EQUIPMENT F	COPIER - POLICE 8/14	261098008	2	1000-421-10-44	RENT & LEASES EQUIP & VEHI	435.78	435.78
Total 261098008:											
09/14	09/19/2014	92124	749	VERIZON WIRELESS	CELLULAR PHONES - AIR POLL	9731253379	1	8404-430-10-45	COMMUNICATIONS	52.00	52.00
09/14	09/19/2014	92124	749	VERIZON WIRELESS	CELLULAR PHONES - BUILDIN	9731253379	2	1000-424-20-45	COMMUNICATIONS	.56	.56
09/14	09/19/2014	92124	749	VERIZON WIRELESS	CELLULAR PHONES - PARKS	9731253379	3	1000-422-10-45	COMMUNICATIONS	33.56	33.56
09/14	09/19/2014	92124	749	VERIZON WIRELESS	CELLULAR PHONES - PUBLIC	9731253379	4	7620-430-10-45	COMMUNICATIONS	378.31	378.31
Total 9731253379:											
09/14	09/19/2014	92125	763		REIM FOR TRAINING BUTTE 11/	091714	1	1000-422-10-45	TRAVEL	300.00	300.00
Total 091714:											
09/14	09/19/2014	92126	770	WESTERN NEVADA SUP	METER SET PART	65962402	1	7110-430-42-46	SUPPLIES-GENERAL	610.50	610.50
Total 65962402:											
09/14	09/19/2014	92126	770	WESTERN NEVADA SUP	TAPPING SADDLE LINE	65971212	1	7110-430-42-46	SUPPLIES-GENERAL	226.01	226.01
Total 65971212:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 082314:											
09/14	09/19/2014	92127	7362	WHEELER, TAMMY	REIM BAR SALES 08/30/14	083014	1	7530-2205-008	RESTAURANT BAR SALES TO V	514.90	514.90
Total 083014:											
09/14	09/19/2014	92127	7362	WHEELER, TAMMY	REIM BAR SALES 9/2/14	090214	1	7530-2205-008	RESTAURANT BAR SALES TO V	24.45	24.45
Total 090214:											
09/14	09/19/2014	92127	7362	WHEELER, TAMMY	REIM SUSANVILLE MARKET 09	091214	1	7530-451-54-46	SUPPLIES GENERAL	22.95	22.95
Total 091214:											
09/14	09/19/2014	92127	7362	WHEELER, TAMMY	CONTRACT G/C 9/14	091714	1	7530-451-54-43	TECHNICAL SERVICES	2,000.00	2,000.00
Total 091714:											
09/14	09/19/2014	92127	7362	WHEELER, TAMMY	REIM BAR SALES 073114	JULY 312014	1	7530-2205-008	RESTAURANT BAR SALES TO V	128.32	128.32
Total JULY 312014:											
Grand Totals:										147,885.71	147,885.71

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

M = Manual Check, V = Void Check

Reviewed by: DSH City Administrator
 _____ City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Deborah Savage, Finance Manager

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Accounts receivable write-off

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: The Administrative Services Department is responsible for the collection of revenues that are owed to the City. When accounts become past due, the City follows certain procedures for the collection of these accounts such as sending delinquent letters, searching for new accounts in the utility billing system or performing a search using our current credit reporting agency resources. After all attempts have failed, staff brings a report to the City Council requesting approval to remove the uncollectible balances from our books and send them on to a collection agency.

Our collections agency has access to additional records and has been successful in recovering additional funds. They have also informed us that accounts received in the first 6-12 months have the highest potential for recovery. As delinquent accounts age, there are limitations placed on collection options. The City receives 66% of delinquencies collected and there is no additional fee charged for this service.

At this time we are requesting that the Council approve writing off \$26,661.72 in uncollected revenue. This amount is for the period of October 2013 thru September 2014.

FISCAL IMPACT: Write off \$26,661.72 in potential revenue with a portion to be later recovered through collections.

ACTION REQUESTED: Motion to approve the write-off of accounts receivable and send \$26,661.72 to collection.

ATTACHMENTS: Report of uncollectible amounts

	ACCT #	TOTAL AMT.	WATER AMT.	GAS AMT.	DEP.	ACTION TAKEN
10/30/2013	104.2295.01.06	\$549.89	\$74.89	\$475.00		new address found, no response
	105.3136.00.01	\$171.07	\$67.94	\$103.13		Deceased
	101.2625.00.03	\$145.32	\$145.32		W \$75.00	no new address found
	105.1320.00.08	\$248.86	\$248.86		W \$75.00	no matching information
	101.2065.14.19	\$433.84		\$433.84	G \$200.00	new address found, no response
	101.2065.04.14	\$138.41		\$138.41	G \$200.00	no new address found
	105.2450.00.24	\$143.92	\$127.69	\$16.23	G \$200.00 W \$50	new address found, no response
	103.0690.28.10	\$386.65		\$386.65	G \$200.00	new address found, no response
	102.4341.00.03	\$480.02	\$270.61	\$209.41	W \$75.00	no new address found
	105.1845.01.06	\$186.87		\$186.87	G \$200.00	no new address found
	104.2550.03.10	\$222.30		\$222.30	G \$100.00	new address found, no response
	104.3685.00.06	\$179.63	\$10.80	\$168.83	G \$200.00 W \$50	new address found, no response
	103.2410.04.05	\$785.26		\$785.26	G \$200.00	new address found, no response
	104.0530.00.09	\$133.21	\$133.21		W \$75.00	no new address found
	104.1410.01.07	\$124.20		\$124.20	G \$75.00	new address found, no response
	104.4527.00.06	\$708.47		\$708.47	G \$200.00	no new address found
	101.0525.00.04	\$121.71	\$121.71		W \$50.00	new address found, no response
	104.0820.37.02	\$177.95		\$177.95	G \$100.00	new address found, no response
	104.2870.00.27	\$132.85	\$132.85			new address found, no response
	105.1999.00.03	\$322.10	\$48.51	\$273.59	G \$200.00 W \$50	new address found, no response
	104.0735.00.11	\$345.46	\$23.46	\$322.00	G \$635.00 W \$50	no new address found
	104.3720.00.07	\$224.42	\$15.84	\$208.58	G \$200.00 W \$50	no new address found
	Total	\$6,362.41	\$1,421.69	\$4,940.72		

See below for Running total

11/25/2013						
	101.2625.00.03	\$145.32	\$145.32		W \$75.00	no new address found
	104.3650.00.14	\$185.71	\$13.41	\$172.30	W \$50 G \$200	new address found, no response
	104.2155.00.01	\$140.10	\$140.10		W \$75	new address found, no response
	102.1180.00.06	\$172.99	\$172.99		W \$75.00	no new address found
	101.0020.18.04	\$241.13		\$241.13	G \$200	new address found, no response
	104.0530.00.09	\$133.21	\$133.21		W \$75.00	no new address found
	104.0050.00.11	\$108.96	\$108.96		W \$75.00	no new address found
	104.1185.00.05	\$256.57	\$86.71	\$169.86	W \$75 G \$75	new address found, no response
	101.1895.01.17	\$475.87		\$475.87	G \$200	new address found, no response

101.1895.02.06	\$264.07	\$145.27	\$118.80		new address found, no response
Total	\$2,123.93	\$945.97	\$1,177.96		

12/30/2013	104.1185.00.08	\$194.00	\$132.15	\$61.85		no new address found
Total	\$194.00	\$132.15	\$61.85			

5/22/2014	105.0035.00.11	\$114.72	\$106.14	\$8.58	W \$50	no new address found
	103.2571.00.09	\$280.28		\$280.28	G \$200.00	no new address found
	102.3330.00.10	\$517.48		\$517.48	W \$50 G\$200.00	no new address found
	103.2001.00.05	\$251.27	\$64.44	\$186.83	W \$75 G \$75	no new address found
	103.0690.28.10	\$386.65		\$386.65	\$200.00	no new address found
	102.4204.00.03	\$252.71	\$37.86	\$214.85	W \$75 G \$75	no new address found
	105.2955.0.07	\$348.53	\$348.53		\$75	new address found, no response
Total	\$2,151.64	\$556.97	\$1,594.67			

7/14/2014	102.0890.00.12	\$201.51		\$201.51	W \$75 G \$200	no matching information
	102.1400.00.04	\$130.79	\$130.79		W \$75	no new address found
	105.2520.01.00	\$279.21	\$7.63	\$271.58	W \$75 G\$100	no new address found
	104.3755.00.26	\$240.66	\$22.76	\$217.90	W \$75 G \$200	no new address found
	102.9996.00.14	\$700.26	\$267.18	\$433.08		no new address found
	102.0314.18.01	\$175.55		\$175.55		no new address found
	102.2570.00.25	\$166.60	\$72.78	\$93.82		no new address found
	104.2070.00.07	\$492.88	\$54.07	\$438.81	W \$75 G \$200	no new address found
	103.2410.04.09	\$549.33		\$549.33	G \$200.00	no new address found
	104.3450.00.01	\$527.20	\$31.09	\$496.11	W \$75 G \$200	no new address found
Total	\$3,463.99	\$586.30	\$2,877.69			

9/14/2014	103.0915.00.00	\$642.34	\$85.14	\$557.20	W \$75 G \$75	Deceased
	104.1250.01.01	\$266.78		\$266.78	G \$200.00	new address found, no response
	103.2410.22.04	\$433.17		\$433.17	G \$200.00	new address found, mailed returned
	105.0095.00.12	\$240.57	\$27.12	\$213.45	G \$200 W \$50	new address found, mailed returned
	104.2020.01.07	\$113.91		\$113.91	G \$265.00	new address found, no response
	101.0075.00.01	\$369.47	\$16.59	\$352.88	W \$50 G \$200	new address found, no response
	101.0295.04.13	\$120.26		\$120.26	G \$200.00	new address found, no response

104.3935.00.08	\$177.59	\$26.51	\$151.08	G \$200 W \$50	new address found, no response
102.0317.20.00	\$144.46		\$144.46		new address found, no response
101.1140.010.04	\$474.98		\$474.98	G \$200.00	new address found, no response
103.1125.00.00	\$119.34	\$119.34			no matching information
104.0823.00.00	\$780.24		\$780.24	G \$100.00	no matching information
101.1290.04.21	\$315.50		\$315.50		no new address found
104.0650.00.01	\$6,434.33	\$213.83	\$6,220.50	W \$50 G \$1500.00	no new address found
102.4325.00.01	\$120.82	\$61.72	\$59.10		no new address found
102.0317.38.02	\$208.24		\$208.24		no new address found
104.0820.60.03	\$363.22		\$363.22	G \$200.00	no new address found
102.0313.09.00	\$118.32		\$118.32		no new address found
105.1025.00.13	\$236.24	\$99.05	\$137.19	G \$75 W \$75	no new address found
104.0310.01.01	\$685.97		\$685.97	G \$100.00	no new address found
Total	\$12,365.75	\$649.30	\$11,716.45		

Running total \$26,661.72 \$4,292.38 \$22,369.34

Reviewed by: JCH City Administrator
 City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

Submitted By: Tom Downing, Chief of Police

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 14-5106** Approving agreement with Mark Siemens Consulting for investigative services.

PRESENTED BY: Tom Downing, Chief of Police

SUMMARY: As a result of a police incident on September 14, 2014 I am seeking the assistance of an outside investigative firm to conduct an internal affairs investigation. After obtaining recommendations from legal counsel I have selected Mark Siemens Consulting to conduct this investigation. Mr. Siemens is a retired Police Chief and a very experienced investigator who comes highly recommended for this type of investigation.

FISCAL IMPACT: Not to exceed \$15,000.00 for all expenses associated with this investigation. Currently, this expenditure is not budgeted for, but could be covered through the current year's legal services fund.

ACTION REQUESTED: **Resolution 14-5106** Approving agreement with Mark Siemens Consulting and authorizing the City Administrator to sign agreement.

ATTACHMENTS: Agreement for Investigative Services

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Susanville, California, as of October 1, 2014, by and between the CITY of Susanville ("CITY"), and Mark Siemens ("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services and expenses to CITY in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which CONSULTANT uses for billing clients similar to CITY. Payments are due 30 days after receipt.

3. **Facilities, Equipment and Other Materials, and Obligations of CITY.** Except as set forth in Exhibit C, CONSULTANT shall, at his sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. CITY shall furnish CONSULTANT only those facilities, equipment, and other materials, and shall perform those obligations listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provision and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.

Exhibit A - Scope of Services

Exhibit B - Payment For Services Rendered

Exhibit C - Facilities, Equipment, and Other Materials, and Obligations of CITY

Exhibit D – General Provisions

6. **Time for Performance.** Time is of the essence, and, subject to CITY's compliance with Exhibit C and to the provisions of paragraph 2 of Exhibit D, failure of CONSULTANT to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

Executed as of the day first above stated:

City of Susanville

By: _____
Jared G. Hancock, City Administrator

CONSULTANT

By: _____
Mark Siemens

APPROVED AS TO FORM:

Attorney for CITY

EXHIBIT A

SCOPE OF SERVICES

1. Conduct an investigation into the conduct of subject officers as related to a use of force incident, which occurred on September 14, 2014 at the Banner Lassen Medical Center. To include, but not limited to, the following activities:
 - a. Obtain all documents and records available pertaining the incident from the Susanville Police Department and the Lassen County Sheriff's Office.
 - b. Obtain and review Susanville Police Department policies relevant to the alleged conduct and personnel investigation process.
 - c. Coordinate with Susanville Police Chief, or designee, to provide notice to subject officers of the investigation and interview dates and times.
 - d. Coordinate with Lassen County Investigator(s) to conduct witness and subject officer interviews.
 - e. Conduct interviews of witnesses and subject officers.
 - f. Coordinate or cause the transcription of statements from interviews.
 - g. Create a written report of the investigation with attachments of pertinent exhibits and digital recordings of interviews
 - h. Coordination and review of investigation by Principal Consultant.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

1. Principle Consultant Mark Siemens \$150.00 per hour
2. Associate Consultant Mike Blair - Investigator \$120.00 per hour
3. Travel and Expenses: CITY will reimburse CONSULTANT for travel and expenses to Susanville from Rocklin, CA. Expenses include lodging and meals. Mileage will be reimbursed at the standard Federal Rate. Lodging and meals will be based on actual expense. Total daily meal expense will not exceed CITY per diem rate.
4. Travel Time: Travel time shall be billed at ½ the billable hourly rate.
5. Transcription services: If CONSULTANT contracts for transcription services those actual fees shall be reimbursed.
6. Photo printing, reproduction, binding and supplies for deliverables shall be reimbursed at actual cost.
4. Fees Beyond Scope of Work: Any appearance by the CONSULTANT due to a legal proceeding, or process, deposition, consultation, or meeting on behalf of the CITY, or as a co-defendant of CITY or its police department, whether compelled by law or requested by CITY, shall trigger compensation to the CONSULTANT at the normal rate. The preceding clause applies to events during or after the original contract period.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF CITY

1. CITY or its police department will provide the CONSULTANT with a copy of all written police department policies, procedures, manuals and general orders, including all forms for the citizen complaint and internal affairs procedure as they pertain to the scope of work.
2. The CITY or its police department will provide reasonable access and use of interview rooms and desk space within the police department for the CONSULTANT to fulfill the duties prescribed herein while on site.
3. CITY and police department will work and cooperate with CONSULTANT to provide access to personnel for interviews as reasonably necessary.
4. CITY and police department will work and cooperate with CONSULTANT to provide other documents and information that becomes necessary during the term of this agreement.

NOTE: The CONSULTANT requests that copies be provided electronically in standard formats (PDF, WORD, etc.) when possible.

EXHIBIT D

GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement. CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2. **Time.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

3. **Insurance.**

A. CONSULTANT shall maintain in full force and effect the following types of insurance in the amounts specified:

1. **General Liability.** CONSULTANT shall maintain in full force and effect a policy of commercial general liability insurance with limits no less than the following: two million dollars (\$2,000,000) for bodily injury, personal injury, and property damage.

2. **Automobile.** CONSULTANT shall maintain in full force and effect a policy of commercial automobile liability insurance as required by law.

B. The insurance company or companies providing CONSULTANT the coverages required by this Agreement shall be admitted in the State of California.

C. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement.

D. Concurrently, with the execution of this Agreement, CONSULTANT shall furnish CITY with fully completed and properly executed certificates of insurance for each type of coverage required.

4. **CONSULTANT Not Agent.** Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity or whatsoever as an agent. CONSULTANT shall have no authority, express

or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever. CONSULTANT shall not have any command or control responsibility over any employee of CITY or its Police Department. Any information or recommendations delivered to the CITY shall not be binding in any way. Any action taken as a result of, or influenced by, any information or recommendation(s) from the CONSULTANT shall be at the complete discretion of the CITY.

5. **CONSULTANT Named as Defendant.** If any member of CONSULTANT is named as a defendant in any lawsuit or legal action as a result of an action taken by CITY against any employee, person or entity, CITY agrees to defend and hold the CONSULTANT member harmless in such lawsuit or legal action(s).

6. **Assignment Prohibited.** CONSULTANT may assign its rights and obligations under this Agreement only upon the prior written approval of CITY, said approval to be in the sole discretion of CITY.

7. **Standard of Performance.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

8. **CITY Representative.** The Chief of Police is the representative of the CITY and will administer this Agreement for the CITY.

9. **Termination.** CITY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONSULTANT. In the event CITY shall give notice of termination, CONSULTANT shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement.

In the event CITY shall terminate this Agreement:

A. CONSULTANT shall deliver copies of all writings prepared by him pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, word processing, printing, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

B. CITY shall have full ownership and control of all such writings delivered by CONSULTANT pursuant to this Agreement.

C. CITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by CITY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed any maximum contract or "not to exceed" amount stated in Exhibit B.

CONSULTANT may terminate its services under this Agreement upon thirty (30) working days written notice to the CITY, without liability for damages, if it is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by CITY.

10. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of CITY, and CONSULTANT agrees to deliver reproducible copies of such documents to CITY on completion of the services hereunder. The CITY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

11. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

12. Entirety of Agreement. This Agreement contains the entire agreement of CITY and CONSULTANT with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

13. Attorney's Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

14. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Heidi Whitlock, Assistant to the City Administrator

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Consider **Resolution No. 14-5105** Approving Program Income Reuse Plan and rescinding **Resolution No. 12-4917**

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The City of Susanville Program Income Reuse Plan establishes guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the State Community Block Grant Program. In May 2014, staff was notified that federal regulation changes would be published regarding the following:

- Program Income
- Reporting of PI Expenditures and Accomplishments
- Program Income General Administration
- Program Income Reuse Plans
- Changes to PI Waivers

In an effort to assist jurisdictions with maintaining compliance, in July, the State Department of Housing and Community Development provided a Program Income Reuse Plan template. The template includes federally-required contractual agreements and assertions governing the use of Program Income through Revolving Loan Funds. The Reuse Plans are limited to a period of 5 years, must be executed by the Department, and must be completed using the Department's template. All jurisdictions are required to update their plan prior to the expenditure of any program income.

The City Council may at any time revise or modify the Re-use plan or form additional revolving loan funds for new CDBG approved activities. Such modifications must include program guidelines adopted at a noticed public hearing, and must receive State approval prior to implementing the activity.

FISCAL IMPACT: None at this time.

ACTION REQUESTED: Consider **Resolution No. 14-5105** approving a Program Income Reuse Plan as required by the Federal rules governing the Community Development Block Grant Program.

ATTACHMENTS: Resolution No. 14-5105
Resolution No. 12-4917
Program Income Reuse Plan

RESOLUTION NO. 14-5105
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
ADOPTING THE PROGRAM INCOME REUSE PLAN FO THE STATE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND
RESCINDING RESOLUTION NO. 12-4917

WHEREAS, The Program Income Reuse Plan establishes policies and procedures for the administration and utilization of Program Income received as a direct result of eligible activities funded under the State of California Community Development Block Grant (CDBG) Program; and

WHEREAS, all revenue received from CDBG-funded activities are required to be used per the adopted Program Income Reuse Plan; and

WHEREAS, the attached Program Income Reuse Plan satisfies the Federal requirement that local governments obtain advance State approval of a local plan governing Program Income; and

WHEREAS, consistent with the Citizen Participation requirements, a public hearing was conducted on October 1, 2014, informing interested persons of the proposed changes to the Program Income Reuse Plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City Council hereby accepts and approves the revised City of Susanville Community Development Block Grant Program Income Reuse Plan and the submittal of said plan to the State for their review and approval.

Dated: October 1, 2014

APPROVED:

Brian Wilson, Mayor

ATTEST:

Gwenna MacDonald, City Clerk

The foregoing **Resolution No. 14-5105** was adopted at a regular adjourned meeting of the City Council of the City of Susanville held on the 1st day of October, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 12-4917
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
ADOPTING THE PROGRAM INCOME REUSE PLAN FOR THE STATE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND
RESCINDING RESOLUTION NO. 08-4468

WHEREAS, The Program Income Reuse Plan establishes policies and procedures for the administration and utilization of Program Income received as a direct result of eligible activities funded under the State of California Community Development Block Grant (CDBG) Program; and

WHEREAS, all revenue received from CDBG-funded activities are required to be used per the adopted Program Income Reuse Plan; and

WHEREAS, the attached Program Income Reuse Plan satisfies the Federal requirement that local governments obtain advance State approval of a local plan governing Program Income; and

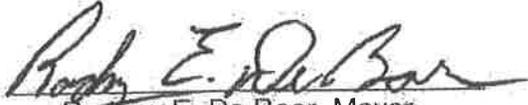
WHEREAS, the updated program Income Reuse Plan is limited to a five (5) year term from the date of execution; and

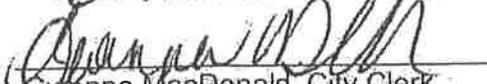
WHEREAS, consistent with the Citizen Participation requirements, a public hearing was conducted on December 19, 2012, informing interested persons of the proposed changes to the Program Income Reuse Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville hereby authorizes and directs the City Administrator or designee to act in all matters in the implementation and compliance with the adopted Plan in compliance with State and Federal regulations.

BE IT FURTHER RESOLVED, that the City Council hereby approves the revised City of Susanville Community Block Grant Program Income Reuse Plan.

Dated: December 19, 2012

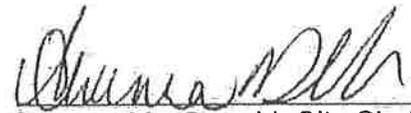
APPROVED: 
Rodney E. De Boer, Mayor

ATTEST: 
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular adjourned meeting of the City Council of the City of Susanville held on the 19th day of December, 2012 by the following vote:

AYES: Callegari, McDonald, McBride, Wilson and De Boer
NOES: None
ABSENT: None
ABSTAINING: None

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:


Peter Talia, City Attorney

I, Gwenna MacDonald, the duly appointed, qualified and acting City Clerk of the City of Susanville, do hereby certify that the within and foregoing is a full, true and correct copy of Resolution No. 12-4917, duly and regularly approved by the City Council of the City of Susanville at a regular meeting thereof held on the 19th day of December, 2012. IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Susanville all on the 19th of December, 2012.

Gwenna MacDonald, City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(CDBG)
PROGRAM INCOME (PI) REUSE AGREEMENT**

Execution of the this PI Reuse Agreement by both the Jurisdiction and the California, State Department of Housing and Community Development (Department) provides official notification of the Department's approval for the Jurisdiction to expend PI funds under the State's administration of the federal Community Development Block Grant Program (CDBG) for (1) state non-entitlement jurisdictions; and (2) former state non-entitlement jurisdictions that are now entitlement jurisdictions;; pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. CDBG funding is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program. The Agreement also includes asset repayments from activities administered under DRI contracts.

By completing this PI Reuse Agreement and signing the end of this document, the Authorized Representative certifies the Jurisdiction has read, understands and will adhere to the Program Income (PI) Reuse Overview and Process discussed in the first section of this document, the Jurisdictional Certifications in the second section of this document, and Department of Housing and Community Development (hereinafter Department) terms and conditions in the third section of this document.

SECTION ONE: OVERVIEW AND PROCESS

JURISDICTION: City of Susanville

GOVERNING BODY ADOPTED ON:

This PI Reuse Agreement establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under CDBG and DRI contracts with the Department. For payments generated under DRI contracts, while the funding was loaned under DRI, when a payment is received, per DRI regulation, the payment becomes CDBG program income.

Applicability of this Agreement:

This PI Reuse Agreement between the Jurisdiction and Department is required by CDBG federal regulation. This Agreement allows Jurisdictions receiving repayments from CDBG and DRI assets to spend those PI funds in the absence of an active Department CDBG grant contract. This Agreement applies to all current Department-eligible Non-Entitlement Jurisdictions and HUD Entitlement Jurisdictions that are still receiving Non-Entitlement PI revenue from previous State grants (CDBG and/or DRI).

RECEIPT OF PROGRAM INCOME

Pursuant to the definition of program income found at 24 CFR 570.489(e)(2), repayments of assets generated from use of CDBG funds received by the Jurisdiction from the Department are PI. These repayments of loans, lease payments, and proceeds of asset sales will be deposited into one of three separate local PI accounts depending on what activity generated the PI. It is possible that the Jurisdiction may have up to three separate accounts with which to manage PI.

1. If the Jurisdiction has a Department approved Revolving Loan Fund (RLF) for Housing and/or ED, any PI from Housing or ED activities must be deposited into the RLF associated with the activity that generated the PI.

This means:

- a. Housing PI must be deposited into the Housing RLF.
- b. ED PI must be deposited into the ED RLF.

Note: *The accounts for each RLF must be separate accounts, however they both must be interest bearing.*

2. If RLF(s) are not approved for use, the Jurisdiction must deposit all CDBG repayments into a single regular PI account which must be separate from either of the RLF accounts, but it must also be interest bearing.
3. If repayment comes from a loan or asset that was originally paid with CDBG and non-CDBG funds, the PI accounting and reporting must reflect the correct amounts and proportions of CDBG PI and non-CDBG funds invested in the asset. Only the CDBG portion of the repayment is deposited into one of the three PI accounts.

OVERVIEW OF WAYS TO USE PROGRAM INCOME

There are five (5) ways to manage PI under the Agreement.

They are:

1. *Expend PI and RLF monies first on active grant contract activities;*
2. *Expend PI General Administration (PI GA) for GA Activities (up to allowable limits)*
3. *Expend through an approved PI Revolving Loan Fund (RLF)*
4. *Expend PI on an approved waiver activity when no active contract is in force;*
5. *Return PI annually to the Department.*

The undersigned Jurisdiction certifies that PI will be expended first when there is an active grant contract with the Department. PI being received when there is no active grant contract will be deposited into separate accounts for approved activities under this Agreement (via GA, PI Waiver or RLF) and only be distributed and expended, as follows:

1. **Expend PI and RLF Monies First on Active Grant Contract Activities:**

If the undersigned Jurisdiction has an active grant contract with the Department, all PI on hand must be expended on open grant activities, prior to requesting grant funds from the Department.

If the undersigned Jurisdiction has a Department approved PI Revolving Loan Fund (RLF) per this Agreement, and has an active grant contract which includes the same eligible CDBG activity as the RLF, the RLF monies must be expended first before requesting any contract funds from the Department. PI must always be expended first on active contract activities, prior to requesting grant contract funds.

See the Chapter on Program Income and Revolving Loan Funds in the Department's CDBG Grant Management Manual for additional information regarding use of PI to pay costs for activities under an active grant contract in the Department.

2. Expend PI General Administration (PI GA) for GA Activities (up to allowable limits)

The undersigned Jurisdiction must track a calculation of up to seventeen percent (17%) of PI received annually for eligible GA costs. However, the seventeen percent (17%) PI GA only applies to PI received that is **not** generated by a RLF activity.

Since all PI must be expended first, GA funds cannot be held and used only as PI GA costs are incurred. All PI must be spent on the next funds request submitted. Thus, the Jurisdiction can choose to keep an accounting of the total amount of PI GA available for use based on all regular PI received.

PI GA funds cannot be used for planning studies or technical assistance activities, these activities can only be funded under awarded grant contracts. See the Program Income Chapter for further details on eligible PI GA activities under this Agreement.

3. Expend PI through an approved PI Revolving Loan Fund (RLF):

To establish one or both of the RLFs discussed below, the undersigned Jurisdiction must submit formal written request for Department approval using the required process included with this Agreement.

The undersigned Jurisdiction agrees to all the Department's RLF requirements as stated in this Agreement and detailed in the GMM Chapter.

The two RLFs and their corresponding definitions, as permitted by this agreement, are:

1) Housing Revolving Loan Fund (RLF)

Eligible housing activities under this RLF include:

- I. Housing Rehabilitation - Single Unit Residence program for **owner and/or tenant occupied** properties. Matrix code **14A**.
- II. Housing Rehabilitation - 2-4 Units program for **tenant occupied** properties. Matrix code **14B**.
- III. Housing Acquisition - Single Family program for homebuyer assistance. Matrix code **13**.

2) Economic Development (ED) Revolving Loan Funds (RLF)

Eligible ED activities under this RLF include:

- i. Business Assistance program (direct financial assistance to a for-profit business). Matrix code **18A**; and
- ii. Microenterprise Financial Assistance (loans). Matrix code **18C**.

The undersigned Jurisdiction will provide program guidelines for all eligible RLF activities as part of the approval process when obtaining Department approval of a RLF. Department written approval must be received before incurring any activity or activity delivery costs associated with implementing any activities under the approved RLF. All approved RLF projects, will be required to be reported to the Department via the applicable CDBG Set-up/Completion reports.

4. Expend PI on an Approved PI Waiver Activity when no active contract is in force.

The undersigned Jurisdiction may only utilize the Department's PI Waiver process when it has no active grant contracts with the Department. Once there are no active contracts with the Department, the undersigned Jurisdiction can have up to two active eligible CDBG activities approved by the Department, for which PI may be expended. Waivers will consist of a single program, service or single project activity. If it is a single program activity, it cannot be the same program activity as funded under an approved RLF.

The undersigned Jurisdiction will follow all PI Waiver procedural requirements as stated in the Program Income Chapter of the Grant Management Manual (GMM).

Written Department approval is required before expending any PI funds on a Waiver activity. Each Waiver activity must clear the activity General and any Special Conditions which include federal overlays as posted on Department's webpage.

A PI Waiver project can only be approved if the total project / program cost for

the proposed activity is on hand in the Jurisdiction's PI account. Future PI may not be committed for PI Waivers.

The undersigned Jurisdiction understands that PI Waiver activities are limited to two active projects, services and/or programs, and will remain active until close out has been completed and approved by the Department. Each approved Waiver activity will be set up with the Department using current Set-Up Report.

The undersigned Jurisdiction understands if they receive a subsequent award of CDBG funds, upon execution of the new grant contract all waiver activities are to be completed first, after which, PI must be expended first on the active grant contract activities. PI Waivers will not be included in the grant, because Supplemental activities will be included in contracts.

5. Return PI to the Department

The undersigned Jurisdiction has the option to return PI back to the Department. However, semi-annual and annual reports are still required to confirm PI being returned.

**Intentionally left blank,
please continue to the next page.**

SECTION TWO: CERTIFICATION FOR PROCESS AND USE OF PROGRAM INCOME

Since CDBG is a federal funding source, Citizen Participation is required when utilizing any of the five (5) ways to use PI listed above. Those requirements are incorporated below.

The **City of Susanville** certifies that:

1. Resolution:

The PI Reuse Agreement was formally adopted via resolution on _____ by the Jurisdiction's Governing Body, executed by the Authorized Representative and submitted to Department with certified copy of the approving resolution attached for full execution.

2. Citizen Participation:

Each of the processes discussed in this Agreement will be carried out in compliance with the CDBG Citizen Participation process as specified in federal regulations at 24 CFR 570.486, and Jurisdiction's public hearing requirements.

3. Governing Compliance:

The undersigned Jurisdiction certifies the administration of all CDBG eligible activities conducted under the above described Ways to Spend PI, will be conducted in compliance with all current State and federal regulations and policies, including all applicable Grant Management Manual (GMM) chapters and Department Management Memos.

4. Ineligible Activities and Costs:

The undersigned Jurisdiction acknowledges that if ineligible activities or costs are paid for with CDBG PI, those funds must be returned to the Jurisdiction's PI or RLF account (whichever account expended ineligible funds) using local Jurisdiction funds.

The undersigned Jurisdiction acknowledges that ineligible activities or costs paid for with PI under an active grant contract must be repaid to the Department using local non-federal funds.

5. Jurisdictions Leaving the State Non-Entitlement Program and Jurisdictions Entering the State Non-Entitlement Program:

The undersigned Jurisdiction certifies that it will follow these procedures when leaving or entering the State CDBG Program:

A. 24 CFR 570.489(e)(3)(iii) Transfer of program income to Entitlement program.

Jurisdictions that are entitlement communities or part of an urban agreement, or grantees that at a later date become an entitlement community or join a urban agreement, have the following options for PI and RLFs:

PI not associated with a RLF, the jurisdiction must:

- 1) Complete the process to certify they will be reporting the State PI into the Entitlement Programs process, including receipting the CDBG proceeds into IDIS, or,
- 2) Return all State CDBG Program Income to the Department, the amounts on hand once the HUD agreement is signed and as it is received until all PI generated by State CDBG funding has been returned.

PI in an approved RLF:

Entitlement jurisdictions and those who are part of an urban agreement may keep their RLF(s) and monies within an RLF as long as the following is met:

- 1) They have a State Reuse Plan (Agreement) signed by the Department and the City/County Authorized Representative.
- 2) Agree to operate the RLF under the Department's RLF rules going forward
- 3) Report all expenditure, and accounting of RLF(s) as required by the Department.
- 4) The Jurisdiction shall be required to have loan servicing policies and asset management policies and procedures, pursuant to the Department's Grant Management Manual Chapter on Asset and Real Property Management

B. 24 CFR 570.489(e)(3) (iv) Transfer of program income of grantees losing Entitlement status.

Upon entry into the State CDBG program, a unit of general local

government that has lost or relinquished its Entitlement status must submit a letter to the department, signed by the Authorized Representative stating which of the following options the jurisdiction will be implementing. Keep in mind, that retaining Entitlement PI while participating in the State CDBG program will require PI reporting for both sets of funding. Entitlement PI and any PI generated by State CDBG fund cannot be comingled.

Within 90 days of leaving the Entitlement Program to join the State CDBG program, the jurisdiction must certify that it will either:

- 1) Retain program income generated under Entitlement grants and continue to comply with Entitlement program requirements for program income, including reporting it into IDIS or the urban county; or
- 2) Retain the program income and transfer it to the State CDBG program, in which case the jurisdiction must comply with the State's rules for PI and RLF address within this Memo, the Reuse Plan and Chapter 14 of the Grant Management Memo.

6. Requirements of Program Income

This PI Reuse Agreement is intended to satisfy the requirements specified in federal statute and regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible activities, with Department approval. Under federal guidelines adopted by the State of California's CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local Agreement that will govern the expenditure of the PI. This Agreement has been developed to meet that requirement when an active contract between the Department and the undersigned Jurisdiction is not in force.

The undersigned Jurisdiction certifies their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands, if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

7. Definition of Program Income

"Program Income" means gross income earned by the Jurisdiction from grant-funded activities and is subject to CDBG regulatory requirements pursuant to

24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating Jurisdiction or Sub-recipient.

8. Fiscal Reporting of Program Income Receipts, Deposits and Disbursements

The undersigned Jurisdiction certifies that CDBG PI will be accounted for using the Department's fiscal year timeframe (July 1 to June 30). All receipts of PI or RLF revenue (and the depositing of those funds into separate account(s)) and expenditures of PI in accordance with this PI Reuse Agreement will be monitored and reported per the Department's fiscal year cycle. The undersigned Jurisdiction certifies that they will report using the Department's reports/forms and will submit them in a timely manner.

9. Duration of This Program Income Reuse Agreement

The undersigned Jurisdiction certifies that it and its Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG Representative listed in this Agreement. At that time unless here are no further CDBG PI assets generating repayments, or the Jurisdiction has become a HUD entitlement Jurisdiction and uses these funds for entitlement activities, a new PI Reuse Agreement will be submitted to the Department. The Department has the Authority to void the Agreement with notice for cause.

10. Program Income General Administration (PI GA)

- A. After the PI Reuse Agreement is executed, the Jurisdiction reserves the right to calculate and track up to seventeen percent (17%) of PI received pursuant to Section 1, item 2 above, for payment of eligible PI GA costs. PI GA will not

be calculated for any RLF deposits. PI GA funds will not be used until General Conditions for PI GA are cleared and Departmental written approval is received. As noted above, these funds cannot be set aside since all PI must be expended first on whatever CDBG cost must be paid next, however tracking the amount of PI GA generated by the Jurisdiction's PI revenue permits the Jurisdiction to use that amount on eligible CDBG costs that don't have to meet a national objective, and ensures the Department is not exceeding the administrative funding cap of twenty percent (20%), as set by federal statute.

- B. If more funds are expended than what is available under PI GA calculation, the Jurisdiction will be required to return the over-expended PI GA amount back into their PI Account.
- C. Ineligible PI GA costs will be required to be returned to their PI Account.
- D. PI GA funds, once approved for use, may be used to pay for costs associated with receiving Department approval of PI activities funded under this agreement. Before submitting any proposed PI activities (Waivers or RLF) for Department approval, the Jurisdiction must hold at least one formal public hearing to discuss eligible activities and proposed PI activities. Department recommends that this public hearing be conducted to review current fiscal year PI activities and proposed and possible activities for future Department applications.

11. Revolving Loan Funds (RLFs)

- A. Pursuant to the criteria noted below, the undersigned Jurisdiction may be eligible to apply for the Housing RLF and/or the ED RLF.
- B. RLFs listed under the Agreement will only be utilized after the Jurisdiction submits written certification as well as the required guideline documents, and receives written Departmental approval certifying that the proposed RLF meets the Department's definition as follows:
 - 1) There are existing loans and assets from past RLF eligible activities that can be reasonable expected to generate repayments.
 - 2) The existing loans and assets have generated at least one loan repayment in the current fiscal year.
- C. The two RLFs and their respective CDBG eligible activities listed in this Agreement will be administered under the guidance and requirements provided in this Agreement and in the Department's current GMM Chapter on Program Income, and any subsequent policy, regulation, or statutory guidance, from the Department.
- D. Pursuant to Management Memorandum 14-05, the undersigned Jurisdiction

certifies acknowledgement that the Department reserves the right to cancel the grantee's RLF and require the funds to be returned to the Department as a corrective action for significant, ongoing non-compliance with RLF rules.

- E. The two (2) RLFs listed below each have a multiple eligible CDBG program activities. All CDBG rules pertaining to eligible RLF program activities will be followed.

1) Housing Revolving Loan Fund

There are three (3) housing programs that must be made available under this RLF. The Jurisdiction will get written Department approval for all three programs as part of Housing RLF approval.

Eligible housing activities under this RLF include:

- i. Housing Rehabilitation - Single Unit Residence program for owner and/or tenant occupied properties. Matrix code **14A**.
- ii. Housing Rehabilitation - 2-4 Units program for owner and/or tenant occupied properties. Matrix code **14B**.
- iii. Housing Acquisition - Single Family program for homebuyer assistance. Matrix code **13**.

2) Economic Development (ED) Revolving Loan Funds (RLF)

Eligible ED activities under this RLF include:

- i. Business Assistance program (direct financial assistance to a for-profit business). Matrix code **18A**; and
- ii. Microenterprise Financial Assistance. Matrix code **18C**.

- F. Each approved RLF will offer all eligible activities under the RLF definition.
- G. Separate and formally adopted program guidelines for each eligible activity will be provided to the Department as part of General Conditions for all eligible RLF activities when obtaining Department approval of a RLF.
- H. The undersigned Jurisdiction acknowledges that although all eligible activities under each approved RLF must be available, the Jurisdiction has the discretion to fund RLF loans for the activity or activities they deem to address the greatest need in their community.
- I. RLF receipts on deposit may be used for one or both single family housing program activities. Although both activities are required to be approved by the Department for use under the RLF, the Jurisdiction may choose to only operate one program at time or both simultaneously.
- J. In addition, each approved RLF will meet the following criteria:

- 1) RLFs will operate on a fiscal year of July 1 to June 30 for accounting and performance reporting.
- 2) Jurisdictions will set up RLFs as separate accounts (Housing and ED RLF accounts must be separate) with separate fund and transaction numbers. All other CDBG funds received as PI must be accounted for in a separate account.
- 3) All accounts set up pursuant to 2.G.2 will be interest bearing.
- 4) RLF monies will be expended first when the same RLF activity is funded under an awarded active grant contract.
- 5) RLF projects may be funded with both RLF monies and an active grant contract.
- 6) RLFs will be expended primarily on loans since RLFs must revolve. Thus, activities under an active contract that are funded using only grants rather than loans, will use contract funds not RLF monies to pay for the activity. Microenterprise grants, home repair grants and closing cost grants, that do not have loans associated with them, will not become RLF assets and therefore will not require RLF funds to be spent first on the active grant activities.
- 7) The RLFs will primarily provide financing instruments that will revolve, (i.e. loans), RLFs cannot fund projects primarily or solely with grants or forgivable loans.
- 8) RLF receipts from loans or assets generated from the same program activity, (i.e. single family housing rehabilitation loan repayments will only be deposited into a Housing RLF). Thus, repayments from the same program activities that go into an RLF must be used for originating loans for the same program activities.
- 9) RLF PI balances will not be moved to another approved RLF account or to the Jurisdiction's regular PI account. The Department may use a state or federal disaster declaration to formally allow for re-purposing of PI funds by the Jurisdiction. Funds approved by the Department for re-purposing to meet an urgent need are considered PI and must be expended first under active grant contracts or under approved waivers if there is no active contract.
- 10) RLFs that become depleted of funds and do not have additional asset repayments to sustain revolving activities, such that no longer meeting the Departments RLF definition, will be canceled by the Department.
- 11) RLF PI received and deposited is not allowable for PI GA expenses thus, seventeen percent (17%) cannot be set aside as with Jurisdictions with separate PI accounts.
- 12) RLFs with no annual revolving activities, (i.e. approved loans), are not able to be used by the Jurisdiction for reimbursement of non-revolving

costs therefore, activity delivery (AD) costs are not eligible. **AD costs are only eligible if one or more projects are funded and accomplishment data (i.e. beneficiaries), for those activity(ies), on an annual basis, are reported.**

- 13) RLF projects must be documented as meeting a national objective. If a project does not meet a national objective, then all expenses associated with the project (activity and activity delivery funds) must be repaid to the RLF with non-federal funds.
- 14) Given that RLF revenue cannot be "banked", to remain eligible, a RLF must revolve. To meet the definition of revolving, the undersigned Jurisdiction will not have more than \$100,000 on deposit in an RLF within a fiscal year without making at least one loan. Nor will the undersigned Jurisdiction have more than \$500,000 on hand even if making loans, each fiscal year.
- 15) The undersigned Jurisdiction certifies they are aware that the Department will address excess funds and revolving compliance by issuing finding letters to the grantee which could result in the Department cancelling the grantee's RLF, which immediately converts the funds to PI; and, therefore, must be used prior to drawing down grant funds.
- 16) RLF activity delivery funds (AD) may be used to pay for loan servicing costs.
- 17) Citizens of the Jurisdiction must be the primary beneficiaries of all RLF program activities.
- 18) Financial and performance reporting, on RLF projects will be done using current eligible activity set up, performance and completion reports for National Objective data and beneficiary demographics as HUD required accomplishment information.
- 19) Additional financial reports for RLF PI deposits and expenditures will be done twice a year using the Department's current PI fiscal reporting forms.
- 20) The Jurisdiction will be required to repay the RLF account for ineligible costs or activities with local non-federal funds.
- 21) RLF programs will meet the CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households. per 24 CFR Part 5, and in accordance with the Department's Income Manual.
- 22) Loan servicing costs under the RLFs are not eligible as PI GA costs but are eligible AD costs. As such, loan servicing costs are only eligible if one or more loans are made fiscally.

K. Activity Specific Requirements:

1) **Housing RLF:**

- a. All Housing Rehabilitation and Homeownership Assistance programs will only fund projects that meet a National Objective and comply with other State and federal requirements, including Department Management Memorandums and GMM Chapters on Housing Rehabilitation, Multi-Family Rehabilitation (2-4 units), and Homeownership Assistance.
- b. No more than nineteen percent (19%) of funds expended for **Housing Rehabilitation** in the RLF will be used for AD costs on an annual fiscal basis.
- c. No more than eight percent (8%) of funds expended in a fiscal year for **Homeownership Assistance** will be used to reimburse eligible AD costs.
- d. AD costs are not eligible until one loan is approved, closed and project beneficiary information is submitted.
- e. Projects cannot be solely funded as a grant.

2) **ED RLF:**

- a. Both ED programs will only fund projects that meet a National Objective and comply with other State and federal requirements, including Department Management Memorandums and GMM Chapters on Microenterprise and BA program.
- b. Income eligibility must be met per 24 CFR Part 5 and in accordance with the Department's Income Manual.
- c. No more than 15 percent (15%) of the total funds expended for **BA or Microenterprise financial assistance** activities shall be used to reimburse Jurisdiction for eligible activity delivery (AD) costs on an annual fiscal basis.
- d. Annual AD costs are not eligible until one loan is approved, closed and project beneficiary information is submitted.
- e. For **Business Assistance (BA)**, local review and underwriting of business assistance projects requesting a CDBG loan under this RLF shall be conducted under the Business Assistance Program Guidelines that have been adopted by the Governing Body of the undersigned Jurisdiction and approved in writing by the Department, as part of RLF approval.
- f. For **Microenterprise Assistance (ME)** The CDBG eligible activity

of direct financial assistance to eligible Microenterprise businesses will be conducted under this RLF. Local review and approval of microenterprise business assistance projects requesting a CDBG loan under this RLF shall be conducted under the Microenterprise Financial Assistance Program Guidelines that have been adopted by the Governing Body of the undersigned Jurisdiction and approved in writing by the Department as part of the General Conditions clearance. **Note:** *this subsection applies to ME loans only, not ME grants. Financial Assistance that is solely a grant cannot be made through an RLF.*

12. Loan Portfolio and Asset Management Policies and Costs

- A. The undersigned Jurisdiction certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570, OMB Circulars A-87, A-122 A-133, and 24 CFR Part 85.
- B. The use of CDBG funds creates public financial assets. The public financial assets created can be in the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122 A-133, 24 CFR Part 85. These policies will be used for managing all CDBG assets, including those which generate PI and RLF PI.
- C. General Administration PI funds may be used to reimburse the Jurisdiction for loan servicing and asset management costs. If the Jurisdiction has no PI GA available, GA funds from active grant contracts may be used to pay for eligible loan servicing costs.

13. Program Income Waivers

- A. The PI Waiver Submission Process will only be conducted when the undersigned Jurisdiction has no active grant contract(s) with the Department.
- B. The process below will be followed if a PI Waiver is to be requested:
 - 1) All PI Waiver requests will be submitted on approved Departmental forms for the Department's written approval.
 - 2) After the Department's review of the activity for eligibility and national objective compliance, the PI Waiver will be formally adopted via public hearing and resolution of the Jurisdiction's Governing Body, as part of the PI Waiver General (and Special Conditions if applicable) Clearance process.
 - 3) Expenditure of PI Waiver funds will not commence until clearance of all

required General and Special Conditions have been met, and written Departmental approval has been issued to the Jurisdiction.

- 4) Possible Waiver activities will be discussed at a properly noticed public hearing, held in front of the Jurisdiction's Governing Body, prior to submission of a Certified Resolution as part of a PI Waiver Request to the Department.
 - 5) The PI Waiver request must be submitted in accordance with current Department policy, and any subsequent policy, regulation, or statutory guidance.
 - 6) PI Waiver activity reporting will be submitted per current Departmental policies and includes financial accounting of all PI received and expended, including PI Waivers and PI Waiver activity performance.
 - 7) PI Waiver activities must be fully funded with program income already on hand.
 - 8) Only two (2) PI Waivers may be open and active at any one time.
 - 9) RLF funds will not be used for PI Waivers, since RLF monies must be expended on the activity that generated the payments.
 - 10) PI Waivers will not be approved for the same program activities for approved RLFs.
- C. PI GA and PI Waiver financial and performance reporting will be done using current eligible activity set up and completion reports which will collect national objective data and beneficiary demographics for HUD required accomplishment information.
- D. Additional financial reports for PI GA, PI Waivers, PI deposits and expenditures will be done semi-annually using the Department's current PI fiscal reporting forms.
- E. Ineligible costs will be required to be repaid to the PI Account. In some cases with ongoing significant compliance issues, the Department reserves the right to require the jurisdiction return all PI to the Department until it is satisfied that the jurisdiction has resolved all compliance issues.

14. Program Income Not Associated with an RLF

- A. Provided the undersigned Jurisdiction has made the Department aware at the beginning of the fiscal year they intend to exercise the \$35,000 rule, PI which is received annually that has a cumulative amount up to \$35,000 (RLF receipts are not included in the \$35,000 calculation) may be "re-categorized" as non-CDBG funds. In electing to exercise the \$35,000 rule, the Jurisdiction agrees not to expend CDBG revenue until either the fiscal year ends or the amount received goes above \$35,000, at which point the jurisdiction must consider the revenue as CDBG PI and must use it, first prior to drawing CDBG contract funds.

- B. The undersigned Jurisdiction certifies that it acknowledges if it has PI on hand and has not applied for or been awarded CDBG funds with the past three NOFAs, the Jurisdiction will be required to submit a PI Expenditure Plan for its PI on hand. The plan must be submitted via the CDBG PI Waiver process. If the Jurisdiction does not initiate the request, the Department will send the Jurisdiction a letter requiring submission of the plan within a set time frame. If the Jurisdiction does not respond to the Department's letter, the Jurisdiction will be required to return all PI on hand to the Department, regardless of the amount of PI.

**Intentionally left blank,
please continue to the next page.**

SECTION THREE: DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION

TERMS AND CONDITIONS: The undersigned Jurisdiction certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

1. Authority & Purpose

This Agreement provides official notification of the Jurisdiction's PI Reuse Agreement's approval under the State's administration of the Federal CDBG for Non-entitlement Jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

In accepting the PI Reuse Agreement approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction's PI Reuse Agreement. Any changes made to the PI Reuse Agreement after this Agreement is accepted must receive prior written approval from the Department.

2. Distribution for Reuse of PI

A. The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Agreement. All written materials or alterations submitted as addenda to the original PI Reuse Agreement and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Agreement.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Agreement in order to comply with CDBG requirements. The Department reserves the right to review and approve all work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

B. The PI funded activities shall principally benefit Low/Mod-income persons or households residing in the Jurisdiction. HUD defines Low/Mod as having an annual income that is no more than 80 percent (80%) of the

county median area income, adjusted for household size.

3. Sufficiency of Funds and Termination

The Department may terminate this Agreement at any time for cause. . The Jurisdiction will have at least 14 days upon receipt of the Departments written notice. Termination shall consist of violations of any terms and/or conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

The Department reserves the right, for any significant on-going non-compliance with RLF or Program Income rules, to cancel any RLF and require, all RLF and PI funds, to be returned to the Department.

4. Meeting National Objectives

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, as amended.

- A. Benefit to HUD defined Low/Mod-income person or household (LMI). The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or;
- B. Prevention or elimination of slums or blight. In order for an activity to meet the National Objective of elimination of slums and blight, the activity must take place in an area that meets the definition of a blighted area and the project must be shown to eliminate blight or prevent further blight per Federal Regulation 24 CFR, Part 570.483(c).
- C. For Microenterprise Assistance activities, the Jurisdiction must only meet the benefit to Low/Mod-income person or household (LMI) National Objective.

5. Inspections of Activities

- A. The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.
- B. The Jurisdiction shall inspect any activity performed by contractors and subrecipients hereunder to ensure that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.

The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

6. Insurance

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Reuse Agreement.

7. Contractors and Subrecipients

A. The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

- 1) Contractors are defined as program operators or construction contractors who are procured competitively.
- 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded Jurisdiction to undertake eligible activities.

B. An agreement between the Jurisdiction and any contractor or subrecipient shall require:

- 1) Compliance with the applicable State and federal requirements of this Agreement, which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
- 2) Maintenance of, at minimum, the State-required Workers' Compensation Insurance for those employees who will perform the activity(ies) or any part of it.
- 3) Maintenance of, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured

or damaged by the contractor, or any subcontractor in performing the activity(ies) or any part of it.

- 4) Compliance with the applicable Equal Opportunity Requirements described in this Agreement.

C. Contractors shall:

- 1) Perform the activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
- 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.
- 2) Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

8. Obligations of the Jurisdiction with Respect to Certain Third Party Relationships

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department's Assurance and Certifications, including those with respect

to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

9. Periodic Reporting Requirements

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

- A. Semi-Annual PI Expenditure/Performance Report: Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unexpended PI. PI Waivers or open Grants with no accomplishment are not excluded to the reporting requirement.
- B. Annual Federal Overlay Reporting: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3, and Minority Owned Business/Women Owned Business (MBE/WBE).
- C. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- D. Any other reports that may be required as a Special Condition of this Agreement.

10. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a Jurisdiction's authority to expend PI (Waiver, RLF and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

11. Signs

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's

funding portion of the project that the Department is a source of financing through the CDBG Program.

12. Audit/Retention and Inspection of Records

- A. The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the SCO during the term of this Agreement, the Jurisdiction will be required to submit a Agreement to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion Agreement is subject to prior review and approval by the Department.
- B. The Jurisdiction agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.
- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of allowable expenditures shall be final.
- E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.
- F. Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.

G. The Jurisdiction understands that the expenditure of PI is covered under the OMB A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.

13. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Jurisdiction of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent Jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Jurisdiction shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

16. Lead-Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections, and clearance certifications required under these Regulations.

17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement “construction work” includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the “construction contract”). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the “awarding body” as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the “awarding body.” Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

18. Compliance with State and Federal Laws and Regulations

- A. The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.
- B. The Jurisdiction agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

19. Anti-Lobbying Certification

The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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; and,
- B. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

20. Bonus or Commission. Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of

1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

21. Citizen Participation

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

22. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

23. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

24. Environmental Requirements

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

25. Equal Opportunity

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this agreement, the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the

Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator"

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

- 1) The activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3) The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the activity(ies), binding upon the Jurisdiction, its successors, and assigns. Failure to fulfill these requirements shall

subject the Jurisdiction, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

26. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

27. **Federal Labor Standards Provisions**

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

28. **Procurement**

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

29. **Non-Performance**

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies

may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

30. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

31. Uniform Administrative Requirements

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

32. Section 3

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

33. Affirmatively Furthering Fair Housing

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

34. General Contract Conditions

The following conditions apply to all activities, including set aside activities. The Jurisdiction must meet the conditions within ninety (90) days of this Agreement's execution. Failure to meet the following Special Conditions may result in termination of this Agreement.

A. Environmental Compliance

The Jurisdiction shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Jurisdiction. The level of compliance varies by activity. NEPA review must be completed by the Jurisdiction for each activity and approved in writing by Department staff prior to incurring costs on the activity(ies).

B. Acquisition/Relocation Compliance

The Jurisdiction must document its compliance with the Uniform Relocation Act, Section 104(d) before release of funds by the Department. The Jurisdiction must submit a specific relocation assistance Agreement for each activity which may result in temporary or permanent displacement. For projects where there will be temporary or permanent displacement, the Jurisdiction must submit signed General Information Notices (GINs) from each tenant who was residing in the project at the time of Application submittal. If the Jurisdiction believes that there will be no displacement as a result of their activities, they must submit a letter explaining why no displacement or relocation will occur, which will be subject to written approval by the Department.

C. Site Control

The Jurisdiction shall demonstrate site control of the proposed project property by submitting evidence of one or more of the following to the Department:

- 1) Fee title;
- 2) A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all Program requirements;
- 3) An option to purchase or lease;
- 4) A disposition and development agreement with a public agency;
- 5) A land sale contract, or other enforceable agreement for the acquisition of the property; or,
- 6) All easements and right-of-ways (required for completion of the CDBG project) must be obtained.

D. Funding Commitments and Project Cost Estimates

All funding required for project completion must be documented and committed. If all funding is not committed, the Department shall terminate this Agreement. If the Jurisdiction has applied for other funding prior to the execution of this Agreement, the Jurisdiction must notify the Department as soon as that application is approved or denied. If the Jurisdiction must apply for other funding after the execution date of this Agreement, the Jurisdiction must apply at the earliest possible opportunity offered by the

other funding source(s) and notify the Department as soon as that application is approved or denied.

A current third-party cost estimate must be provided by the engineer or architect for the project.

E. Activity Administration Documentation

There are four methods of administering and/or completing RLF activities:

- 1) Use of in-house staff only;
- 2) Subrecipient agreement(s) with qualified non-profit(s);
- 3) Consultants/contractors/others obtained through federal procurement procedures; and,
- 4) Any combination of the above methods.

The Jurisdiction must provide the following documentation demonstrating that one or more of these methods were used for the GA of the RLF and for all activities carried out under this Agreement.

- 1) Use of in-house staff only: If not previously provided in the Application, submit staff resumes and duty statements that clearly identify that Jurisdiction staff has capacity and experience to complete administration of the proposed activities in the Application.
- 2) Subrecipient agreement(s) with qualified non-profit(s): Subrecipients and their respective agreements with the Jurisdiction must adhere to all Program requirements. Submit the subrecipient agreement that was executed between the non-profit and the Jurisdiction. (Submitting draft documents for review prior to execution is recommended.) The scope of work in the subrecipient agreement must match the description of activity in this Agreement. Any parts of the activity description in this Agreement not covered by the subrecipient agreement must have separate procurement information. If the subrecipient is using CDBG funds to hire other consultants or subrecipients to do part or all of the Work then the procurement documentation or additional subrecipient agreements must be provided to the Department for review and approval.
- 3) Consultants: Submit procurement documentation that all third-party consultants are procured in accordance with Federal Procurement Procedures and the Grant Management Manual, as follows:

- a. A copy of the document used to notify prospective consultants, such as a Request for Proposal or similar document.
- b. A list of all bid respondents, showing respondents' contact information and the dollar amount of each proposal.
- c. A brief description of the process used to select the consultant/ contractor/other, including the rationale for the selection.
- d. Additional information may be found in the Grant Management Manual, Program Operators.

F. Compliance With All Loans and/or Grant Agreements

Pursuant to this Agreement, the Jurisdiction must comply with State and Federal Laws and Regulations that pertain to matters applicable to the Jurisdiction. Prior to disbursement of any funds under this Agreement, the Jurisdiction shall be in compliance with all loan and/or grant agreements to which it is a party, which are administered by the Department.

G. Easements and Rights-of-Way

If required for the completion of a CDBG project, the Jurisdiction must obtain all easements and rights-of-ways required for completion of the CDBG project within twelve (12) months of execution of this Agreement. Failure to obtain these may result in termination of this Agreement.

H. Section 504 Accessibility Requirements

- 1) Section 504 Regulations apply when CDBG funds are used on a new construction housing or public facility project or when an existing public facility or housing project with fifteen (15) or more units is being purchased and/or "substantially" rehabilitated. Qualified CDBG assisted housing projects are required to have a certain percentage of the units designed for and accessible to persons with mobility and sensory impairments.
- 2) For a federally assisted new construction housing project, Section 504 requires five percent (5%) of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.

- 3) Under Section 504, alterations are substantial (i.e. substantially rehabilitated) if they are undertaken to a housing project that has 15 or more units and the cost of the alterations is seventy-five percent (75%) or more of the replacement cost of the completed facility; and require that a minimum of five percent (5%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities.
- 4) The Jurisdiction shall provide documentation satisfactory to the Department verifying that the required housing units or public facility described in the project comply with the accessibility standards. CDBG funds will not be released until the necessary documentation is provided. All CDBG funded programs must, to the greatest degree possible, be conducted in buildings which meet Section 504 accessibility standards.

I. Grantee's Data Universal Numbering System (DUNS)

The Jurisdiction shall provide the Department with a DUNS number for any contractor or subcontractor prior to release of any funds under this Agreement.

35. Community Development Activity Conditions

A. Homeownership Assistance

If the Work to be performed under this Agreement involves Homeownership Assistance, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Homeownership Assistance Program Guidelines and its PI Re-Use Agreement to the Department for review and approval within ninety (90) days of the execution date of this Agreement.
- 2) If the Jurisdiction proposed to assist homebuyers to purchase newly constructed units in its CDBG application under the Homeownership Assistance activity, the following requirements must be met:
 - a) The units must have been available for sale to the general public;

- b) Development of the new subdivision must not be dependent upon the funding of the homebuyer loan;
- c) CDBG funds shall not be used for construction; and,
- d) Homeownership Assistance loans will not be approved prior to the foundation of the housing being in place.

B. Housing Rehabilitation

If the Work to be performed under this Agreement involves Housing Rehabilitation, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Housing Rehabilitation Program Guidelines and its PI Re-Use Agreement to the Department for review and approval.
- 2) Affordable Rent: If the Jurisdiction's Housing Rehabilitation Program provides for rehabilitating rental properties, the Jurisdiction must submit to the Department its provisions for assuring affordable rent for the LMI occupants. Jurisdiction may include this information as part of the Housing Rehabilitation Program Guidelines.

36. Economic Development Activity-Specific Conditions

A. Restrictions on CDBG-Assisted Public Property

CDBG funds can be used by the Jurisdiction to purchase or rehabilitate public property. The change of use of real property provisions contained in 24 CFR 570.489(i) apply to real property within the unit of general local government's control (including activities undertaken by subrecipients), which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement (currently \$100,000). The restrictions shall apply from the date CDBG funds are first expended for the property until five (5) years after completion of the project. See the Federal Regulations for the full text of this regulation. The Jurisdiction must provide documentation of proper restriction on assisted property.

B. Business Assistance Activity

- 1) Jurisdictions implementing Business Assistance (BA) Loans, shall submit program guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR 570, Appendix

A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements" and with public benefit requirements contained in 24 CFR 570.482(f).

- 2) Jurisdictions implementing a BA loan shall provide a written Employment Agreement required to be executed between the Jurisdiction and the business owner [requirements of the Employment Agreement are described in 24 CFR 570.506 (b), (5), and (6)]. The written Employment Agreement must include a commitment by the business that the jobs are to be created or retained by the termination date of this Agreement and that at least fifty-one percent (51%) of all jobs created or retained (on a FTE basis) will be held by LMI persons. The Employment Agreement shall specify that, prior to receiving assistance, the business shall agree to:
 - a) Provide a listing, by job title, of the permanent jobs projected to be created;
 - b) Identify which jobs, if any, are part-time and the annual hours of work for each position;
 - c) Identify which jobs are projected to be filled by LMI; and,
 - d) Provide periodic reporting (semi-annual) not limited to: listing jobs, by job title, of all the permanent jobs actually filled, and which of those jobs are held by members of the LMI.

C. Microenterprise Assistance Activities

- 1) Jurisdictions implementing a Microenterprise Assistance activity for technical assistance and/or microenterprise loans, shall submit program guidelines that ensure compliance with CDBG requirements. Specifically, guidelines must ensure that all beneficiaries of the program are eligible micro enterprises, per HUD definitions. A microenterprise must:
 - a) Have all owners of the business documented as meeting HUD family income eligibility standards; and,
 - b) Have documentation that the business's owners and employees are five (5) or fewer in number.
- 2) When implementing a Microenterprise Program, the program guidelines shall include the proposed benefits, eligible activities and ongoing evaluation of program services. The guidelines will include

a Beneficiary Tracking Agreement, which defines the goals; identifies the roles and responsibilities of the service providers; identifies the market and focuses the outreach; defines the screening and referral process; and, tracks the beneficiaries through the program's level of service. The Beneficiary Tracking Agreement shall also describe the roles and responsibilities of the Jurisdiction and/or program operator for meeting the reporting requirements of the State CDBG Program.

- 3) When implementing a Microenterprise Program that is part of an integrally-related component of a larger project where non-LMI persons will be extended training and supportive services, shall submit guidelines including the methodology describing how CDBG funds will only be used towards the assistance of LMI to LMI persons under the Jurisdiction's activity.
- 4) Jurisdictions implementing a Microenterprise activity for loans to microenterprises made with Grant funds or PI funds, shall submit guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR, Part 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."
- 5) If under this Agreement, a Microenterprise Façade Improvement activity is being implemented, the Jurisdiction shall submit program guidelines that ensure compliance with CDBG National Objective requirements, as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."

D. Required Agreements for Assisted Businesses

The Jurisdiction shall execute a written agreement between the Jurisdiction and the business receiving CDBG funds (loans or grants) under this Agreement to ensure compliance with CDBG State and federal regulations. The written agreement shall contain language to ensure each business complies with the terms of this Agreement, Exhibit A, as well as each of the criteria as set forth in 24 CFR 570.506 (b)(4) and (c).

- 1) Each agreement between the Jurisdiction and the business(es) shall be submitted to the Department for review and written approval, prior to execution by the business and the Jurisdiction.
- 2) Each agreement shall require the business to report employee information periodically to the Jurisdiction, so that the Jurisdiction can comply with its reporting requirements to the Department. The

report shall list each job position by job title and number of annual hours worked and LMI status. The report shall list all the permanent jobs actually created or retained, and identify which of those job positions are held by members of the LMI. Additionally, the report shall include the demographics of job holders (ethnicity/race, disability, status, gender, and head of household status).

- 3) Each agreement shall require the business(es) submit a Data Universal Numbering System (DUNS) number and be verified as not being on the current federal debarred list, prior to receiving any CDBG financial assistance. The agreement shall require proof of proper insurance for secured collateral and protecting the Jurisdiction. The agreement shall reference this Agreement between the Department and the Jurisdiction. The agreement shall contain all other special conditions as directed by the Department or local loan committee.

37. Community and Economic Development Agreement Activities

Non Implementation Activities and Planning activities are not allowed under this agreement using PI.

A. Implementation Activity

Implementation Activities are not permitted under this Agreement using PI GA funds.

**Intentionally left blank,
please continue to the next page.**

Certified Approving Resolution Is Attached

I certify that the foregoing is true and correct and the City of Susanville will follow all requirements of this agreement. I understand that my certification also acknowledges that serious compliance issue with the above requirements could result in the State suspending the authority of the City of Susanville to expend PI or may require City of Susanville to return unused PI to the State until the City of Susanville clears the serious compliance issues.

Signature of Authorized Representative

Date Signed

Name and Title of Authorized Representative

Signature of CDBG Section Chief

Date Signed

Name of CDBG Section Chief

Reviewed by: City Administrator
 City Attorney

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Krystle Hollandsworth, Administrative Staff Assistant

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 14-5103** authorizing purchase of a Husqvarna PZ 60 Commercial Zero Turn Mower from Diamond Saw Shop using Park Dedication mitigation funds.

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The City of Susanville Community Services Division is in need of a new lawn mower suitable for commercial use. The previous mower was 17 years old and has reached the end of its useful life and is beyond repair. Quotes have been collected from various lawn mower vendors and Diamond Saw Shop has been identified as the company with the lowest price.

FISCAL IMPACT: \$10,040.50 from Parks Dedication mitigation fund

ACTION REQUESTED: Motion approving **Resolution No. 14-5103** authorizing purchase of a Husqvarna PZ 60 Commercial Zero Turn Mower from fund # 2013-452-10-4741 in the amount of \$10,040.50.

ATTACHMENTS: Quotes from Diamond Saw Shop, Mowers Direct, and Wise Sales

RESOLUTION NUMBER 14-5103
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING PURCHASE OF COMMERCIAL LAWN MOWER

WHEREAS, the City Community Services Division is responsible for the maintenance of all the park space located within the Susanville city limits; and

WHEREAS, the current lawn mower has reached the end of its useful life and is no longer serviceable; and

WHEREAS, the City has obtained quotes from three commercial mower vendors and received the lowest price from Diamond Mountain Saw Shop; and

WHEREAS, the Parks Dedication Fund will fund the purchase in the amount of 10,040.50.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville hat the City is authorized to purchase a Husqvarna PZ 60 Commercial Zero Turn Mower in the amount of \$10,040.50 from fund 2013-452-10-4741 and adjust the budget accordingly.

APPROVED: _____
Brian Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 1st day of October, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Peter Talia, City Attorney

QUOTE

Diamond Saw Shop

100 North Fairfield
Susanville, CA 96130

Date	Estimate #
9/18/14	59

Name / Address
City Of Susanville 66 North Lassen St. Susanville, CA. 96130

			Project
Description	Qty	Cost	Total
Husqvarna PZ 60 Commercial Zero Turn Mower 60" Fabricated Deck ,25.5 HP Kawasaki, Cutting Height 1"-5" Commercial Wheel Motors & Pumps Mulch Or Bag Capable With Purchase Of Optionable Accessories Cast Iron Commercial BladeSpindle Housings		9,340.00	9,340.00T
		Subtotal	\$9,340.00
		Sales Tax (7.5%)	\$700.50
		Total	\$10,040.50

Home » Shop by Brand » Husqvarna » Zero Turn Lawn Mowers » 966 06 22-01

 SEARCH ▶

QUICK SEARCH

Select Style ▼
 Select Grade ▼
 Select Width ▼
 Select Brand ▼

490 Mower & Tool Models

START SHOPPING

- Shop by Brand [+]
- Shop by Style [+]
- Related Links [+]

The Husqvarna pz 60p (60") 25.5hp kawasaki propane powered commercial zero turn mower is available for purchase today.

Read Husqvarna 966 06 22-01 reviews before checking out.

Get the best deal on your new Husqvarna 966 06 22-01.

No coupon code required.

Husqvarna PZ 60P (60") 25.5HP Kawasaki Propane Powered Commercial Zero Turn Mower



Propane tanks (shown) are NOT included with this mower. Propane tanks sold separately.

Husqvarna **NOT RATED**
 Model: 966 06 22-01 [What's This?](#) [Write a Review](#)

✓ Factory Direct

Ships in 2-5 Business Days

Factory items ship direct from the manufacturer. Shipping times vary.

Our Price

Due to Husqvarna's policy, we can not show our prices.

For Pricing Information

Call 1 (888) 660-3471

Product Code: 12997

\$10,999.00

w/ free shipping

Features	Specs	Q&A	Reviews	Articles	Shipping	Accessories
----------	-------	-----	---------	----------	----------	-------------

<p>Grade</p> <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px;"> <p>COMMERCIAL</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>ZERO TURN</p> </div> </div>	<p>Style</p> <div style="border: 1px solid black; padding: 5px;"> </div>
<p>Surface Area</p> <div style="border: 1px solid black; padding: 5px;"> <p>Large</p> </div>	<p>Terrain</p> <div style="border: 1px solid black; padding: 5px;"> <p>Hilly</p> </div>
<p>Width</p> <div style="border: 1px solid black; padding: 5px;"> <p style="font-size: 1.5em;">60</p> <p>Cutting Inches</p> </div>	<p>Engine</p> <div style="border: 1px solid black; padding: 5px;"> <p style="font-size: 1.2em;">Kawasaki</p> </div>

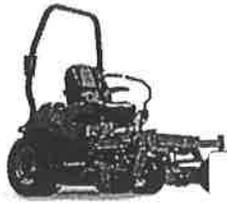
- Special Order Item - Please Allow Up To 3 Weeks For Delivery**
- Mower Is Too Large To Fit On Lift Gate For Delivery**
- Must have a loading dock or fork lift @ delivery locale to unload
- 25.5HP/852cc Kawasaki FX850V Propane Powered V-Twin Engine**
- Flexible Vapor/Liquid (LPG) fuel delivery system
 - Full pressure lubrication system with spin-on oil filter
 - Heavy-duty canister air filter provides maximum protection
 - Optional dual 33-lb. propane tanks not included (sold separately)
- Hydro-Gear Commercial Grade Hydrostatic Transmission**
- 16cc pumps with fans and Parker wheel motors on each drive wheel
 - Mow up to 5.8 acres per hour at speeds up to 12 mph
- 60-Inch Commercial Fabricated (Welded) Mower Deck**
- Heavy duty 7-gauge steel w/ rolled front edge
 - 3 blades with cast iron, greaseable spindles
 - Five reinforced anti-scalp rollers
 - 18,100 feet per minute blade tip speed
 - Electric PTO blade engagement; manual foot-assisted deck lift
- Roll Over Protection System (ROPS)**
- Foldable ROPS protects the user
 - Can be lowered in areas with low-hanging branches

Ask Jose

Have a Question?

Ask Jose, The Mower Expert

Home Husqvarna PZ60 31 HP Zero Turn Mower



Zoom



Husqvarna PZ60 31 HP Zero Turn Mower

Be the first to review this product

Only 1 left

Availability: Available for Order

\$10,999.95

CALL TO ORDER

****FREE Residential Liftgate Delivery with purchase of a Zero-Turn Mower**** The Husqvarna PZ Series represents the latest in high performance drive systems and operator interface. Combined with high productivity cutting deck designs, these mowers deliver premium cut quality and clipping dispersal at higher ground speeds. Careful consideration of components and design not only provide extended durability but unprecedented ease of service access.

Anonymous
August 18, 2014

Easy to find what I was looking for, checkout was smooth with no problems.

CLICK HERE FOR MORE REVIEWS



Add to Compare

Share

ID:435.3630-8909.9600-21-00

Description Specifications Reviews

Shipping Information

Zero-turn steering system

Individual, hydraulic wheel-drive provides very precise maneuvering and allows the mower to rotate around its own axis, without any turning radius.



Related



Hus
Blo
Col
\$2,



Hus
P-Z
\$26



Hus
Kit
\$11

Link to this page (HTML)

<a href="http://www.wisesales.com/husqvarna-pz60-31-hp-



Reviewed by: JGH City Administrator
 City Attorney

 Motion Only
 Public Hearing
 Resolution
 X Ordinance
 Information

Submitted By: Jared G. Hancock, City Administrator

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance No. 14-1000 amending Section 17.08.010 and Chapter 17.104 to add Section 17.104.140 to include provisions for the regulation of smoking lounge operations in the Susanville Municipal Code

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The City Council has received information regarding the increasing popularity of electronic cigarettes, and hookah bars or smoking lounges and at the June 18, 2014 council meeting directed staff to proceed with amendments to the Susanville Municipal Code to implement regulations pertaining to both. The Council voted to approve Ordinance No. 14-0999, expanding the definition of smoking to include electronic cigarettes.

Ordinance No. 14-1000 addresses the regulation of smoking lounges by amending Section 17.08.010 and adding Section 17.104.140 to the Susanville Municipal Code, requiring that operators obtain a conditional use permit and meet the necessary conditions.

FISCAL IMPACT: None.

ACTION

REQUESTED: Motion to waive first reading and introduce Ordinance No. 14-1000 amending Section 17.08.010 and Chapter 17.104 to add Section 17.104.140 to include provisions for the regulation of smoking lounge operations in the Susanville Municipal Code

ATTACHMENTS: Ordinance 14-1000

ORDINANCE NO. 14-1000
AN ORDINANCE OF THE CITY OF SUSANVILLE
AMENDING SECTIONS 17.08.010 AND AMENDING CHAPTER 17.104 TO ADD
SECTION 17.104.140 TO INCLUDE PROVISIONS FOR THE REGULATION OF
SMOKING LOUNGE OPERATIONS IN THE SUSANVILLE MUNICIPAL CODE

STATEMENT OF PURPOSE AND INTENT

The City Council Finds as follows:

WHEREAS, there is an ongoing need on the part of the City of Susanville to protect the health of its residents as part of the protection of the public peace, safety and welfare of the citizens of the City of Susanville.

WHEREAS, there has been a proliferation in California of smoking lounges, commonly referred to as hookah bars, cigar lounges or smoking lounges, which are establishments catering to patrons who smoke cigars, cigarettes or share flavored tobacco from a communal hookah which is placed at each table.

WHEREAS, a hookah is a single or multi-stemmed instrument for vaporizing and smoking flavored tobacco in which the vapor or smoke is passed through a water basin before inhalation.

WHEREAS, the use of hookah pipes or other tobacco related products and those who are exposed to passive smoke, which is the inhalation of smoke, called second hand smoke, from tobacco products used by others when tobacco smoke permeates any environment causing its inhalation by people within that environment poses the risk for the same diseases that are caused by smoking cigarettes, cigars, or pipes.

WHEREAS, the negative health risks of second hand smoke are a matter of scientific consensus and the proliferation of smoking lounges is leading to a growing public acceptance of smoking;

WHEREAS, The State of California has passed legislation prohibiting smoking within most workplace environments as codified in California Labor Code Sections 96, 98.6, and 6404.5 which are in effect within the City of Susanville and have been codified in the City of Susanville Municipal Code. There is nothing in the State code that prohibits the City from adopting additional or more stringent restrictions on smoking.

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

Section 1: City of Susanville Municipal Code section 17.08.010 is amended to add a definitions "Smoking" and "Smoking Lounge", Chapter 17.36.030 C is amended to include Smoking Lounge as a use requiring a use permit, Chapter 17.40.030 C is amended to include Smoking Lounge as a use requiring a use permit, and Chapter 17.104 is amended to include Section 17.104.140 as follows:

17.08.010 - Definitions

“Smoking” means possessing a lighted pipe, lighted cigar, lighted cigarette, hookah, water pipe, or electronic cigarette of any kind, or the smoking of a pipe, cigar, cigarette, or electronic cigarette of any kind, including but not limited to those containing tobacco, fluids or any other weed or plant.

“Smoking Lounge” means a business establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances, including but not limited to establishments known variously as cigar lounges, hookah cafes, tobacco clubs, tobacco bars, collectively referred to as smoking lounges.

Chapter 17.36.030 Uses requiring a use permit

C. Bar, nightclub, cardroom or *smoking lounges subject to Section 17.104.140;*

Chapter 17.36.030 Uses requiring a use permit

C. Nightclubs or *smoking lounges subject to Section 17.104.140;*

Chapter 17.104 GENERAL PROVISIONS, CONDITIONS, EXCEPTIONS AND SPECIAL USES

17.104.140. – Smoking Lounges

It is unlawful for any person to engage in, conduct, or carry on, in or upon any premises with the City, the business of a smoking lounge in the absence of a permit issued pursuant to the provisions of Chapter 17.112 hereof and limited to the C-2 and UBD zoning districts and subject to the following requirements:

It is unlawful for any person to engage in, conduct, or carry on, in or upon the premises within the City, the business of a smoking lounge except in compliance with all of the following requirements:

- a) The business shall be owner-operated or otherwise exempt from the prohibition of smoking in the workplace set forth in California Labor Code Section 6404.5
- b) No alcoholic beverages shall be sold or consumed on the premises
- c) No persons under eighteen years of age shall be permitted within the business.
- d) No live entertainment, including but not limited to singers, disc jockeys, dancers, or comedians, shall be permitted within the business.
- e) All business-related activities shall be conducted wholly within a building
- f) No admittance fee, cover charge or requirement of any charge or minimum payment as a condition of entry shall be permitted
- g) No window coverings shall prevent visibility of the interior of the tenant space from outside the premises during operating hours. Any proposed window tint shall be approved in advance by the Planning Commission
- h) Adequate ventilation shall be provided for the heating of coals in accordance with all requirements imposed by the Susanville Fire Department or as otherwise required by State or Federal laws.
- i) Parking shall be provided using the standard for bars and nightclubs.

- j) The business shall also be in conformity with all other City, State and Federal laws.

Section 2: If any section, subsection, sentence, paragraph, clause, term, word or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional for any reason, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion this Ordinance, it being expressly declared that this Ordinance and each section, subsection, clause and phrase hereof would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Susanville, held on the _____ day of _____, 2014 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

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

Reviewed by: City Administrator
 City Attorney

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

Submitted By: Gwenna MacDonald, City Clerk

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Lassen Senior Services Community Fun Run

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Lassen Senior Services has requested City support of the annual Turkey Trot fun run held on Thanksgiving morning. The event would require the closure of Riverside Drive between River Street and Alexander and minimal staff time to assist with providing traffic safety control. The Chamber of Commerce has requested use of City barricades and will facilitate set up and removal. The event will be held November 27, 2014 between 8:30 and 9:30 a.m.

FISCAL IMPACT: Use of barricades and staff time to assist with traffic safety control.

ACTION REQUESTED: Motion to approve Riverside Drive Street Closure between River Street and Alexander on November 27, 2014 between 8:30 – 9:30 a.m.

ATTACHMENTS: Letter of Request from Lassen Chamber of Commerce

Gwenna MacDonald

From: Lassen County Chamber of Commerce <director@lassencountychamber.org>
Sent: Tuesday, September 16, 2014 9:35 AM
To: Gwenna MacDonald
Subject: Turkey Trot

Good morning,

Lassen Senior Services would like to be on the agenda for the October 1, 2014 City Council meeting to request closure of Riverside Street from River Street To Alexander Thanksgiving morning from 8:30-9:30am for a community fun run "Turkey Trot".

Thanks,

Lisa Bernard
Executive Assistant
Lassen County
Chamber of Commerce
75 N. Weatherlow St.
PO Box 338
Susanville, CA 96130
(530)257-4323
director@lassencountychamber.org
www.lassencountychamber.org

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Dan Newton, Public Works Director

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 14-5102 State Transportation Improvement Program (STIP) Program Supplement Agreement.

PRESENTED BY: Dan Newton, Public Works Director

SUMMARY: The Susanville Rehabilitation FC project is a pavement overlay project that will rehabilitate various streets in the City of Susanville. The project is programmed in the STIP for construction in Fiscal Year 15-16. To complete construction, the City first has to complete the environmental documents. This project will utilize federal funds; therefore, California Environmental Quality Act (CEQA) documents and National Environmental Policy Act (NEPA) documents are required for this project.

On March 17, 2014, the City requested a fund allocation from the California Transportation Commission (CTC) in the amount of \$50,000 for the project to complete the environmental work. At the May 21, 2014, meeting of the CTC the allocation request was granted.

The Program Supplement Agreement is required for the State to reimburse the City for the cost of the project. Staff is requesting that Council consider adopting Resolution 14-5102 authorizing the Mayor to execute the Program Supplement Agreement.

FISCAL IMPACT: Funding for these projects come from the STIP. No local match is required.

ACTION REQUESTED: Adopt Resolution No. 14-5102 authorizing Mayor to sign the Program Supplement Agreement No. 003-N that allows the City to invoice the State to reimburse City for the completion of the environmental work for the Susanville Rehabilitation FC project.

ATTACHMENTS:

- 1) Resolution No. 14-5102
- 2) Program Supplement Agreement No. 003-N
- 3) Susanville Rehabilitation FC project location list "Attachment A"

RESOLUTION NUMBER 14-5102

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT
NO. 003-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE
FUNDED PROJECT NO. 02-5116R FOR THE AWARD OF \$50,000 FROM THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION THROUGH THE STATE
TRANSPORTATION IMPROVEMENT PROGRAM FOR THE DELIVERY OF THE
SUSANVILLE REHABILITATION FC PROJECT**

WHEREAS, the City of Susanville has been allocated funding through the State Transportation Improvement Program to complete the environmental and permitting work to rehabilitate various city streets as indicated in Attachment A; and

WHEREAS, the State of California, Department of Transportation (Caltrans) requires the City to enter into Program Supplement Agreements to receive reimbursement for the cost of the projects; and

WHEREAS, Caltrans has prepared Program Supplement Agreement No. 003-N to Administering Agency-State Agreement for State Funded Projects No. 02-5116R.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Susanville is hereby authorized to execute Program Supplement Agreement No. 003-N to Administering Agency-State Agreement for State Funded Projects No. 02-5116R.

Dated: October 1, 2014

APPROVED: _____
Brian Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 1st day of October, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

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

PROGRAM SUPPLEMENT NO. N003
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO 02-5116R

Adv Project ID Date: August 5, 2014
 0214000125 Location: 02-LAS-0-SUSV
 Project Number: RPSTPL-5116(016)
 E.A. Number:
 Locode: 5116

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/28/10 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

In Susanville at various locations. Rehabilitate roadway, construct drainage improvements and pedestrian facilities.

TYPE OF WORK: Road Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	M240	\$	LOCAL		OTHER
\$50,000.00		\$50,000.00	\$0.00		\$0.00

CITY OF SUSANVILLE

STATE OF CALIFORNIA
 Department of Transportation

By _____

By _____
 Chief, Office of Project Implementation
 Division of Local Assistance

Title _____

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Rita Stone

Date 8/6/14 \$50,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

2. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components, made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components, will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
6. All obligations of STATE under the terms of this Agreement are subject to the

SPECIAL COVENANTS OR REMARKS

appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.

7. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
8. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

9. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

10. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 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 1986 (31 U.S.C. 3801 et seq.).

11. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

12. This PROJECT received State Proposition 1B funds from the Transportation Facilities Account (TFA), commonly called STIP Augmentation. This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted State Transportation Improvement Program (STIP) Guidelines, and this Program Supplement Agreement (PSA).

To satisfy the accountability requirements of the Governor's Executive Order #S-02-07, ADMINISTERING AGENCY agrees to:

- 1) Submit certified Quarterly Progress Reports on the activities, expenditures and

SPECIAL COVENANTS OR REMARKS

progress made towards implementation of the PROJECT. Changes to the scope and budget from the approved Project Programming Request (PPR) shall also be identified in these reports. The certified Quarterly Progress Reports shall be submitted to the Division of Local Assistance - Office of Project Delivery & Accountability via the Local Assistance Online Data Input System (LA-ODIS).

2) Submit a certified Final Delivery Report to the CTC, within six months of the PROJECT becoming operable, on the scope of the completed PROJECT, its final cost as compared to the PPR, its duration as compared to the original project schedule, and performance outcomes derived from the PROJECT as compared to the Project Benefits originally defined in the PPR.

3) Provide a supplement to the Final Delivery Report at the completion of the PROJECT to reflect final project expenditures at the conclusion of all remaining PROJECT activities.

13. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

14. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

Attachment A

Environmental Studies and Permits: The environmental document for this project is anticipated to be a Categorical Exemption under CEQA and a Categorical Exclusion under NEPA. \$50,000 is estimated for this component for staff time to prepare the document. The City of Susanville Planning Director will prepare the CE after substantiating that the project is eligible for exemption.

Plans, Specifications, and Estimates: The estimate for this project component constitutes staff time for plan preparation and various support and equipment costs.

Construction: The streets contained in Susanville Rehab FC were assessed in field visually. The severity of the defects were not directly quantified however areas of block cracking, alligator cracking, weathering, shoving, rutting and other defects were observed. The average street width, for each street, was taken from the City's topographic CAD file wherein the dimensioned street widths had been previously determined to be consistently within one foot of actual field measurements. AC depth for each street overlay is calculated at 2.5 inches, at \$110/ ton. Overlay costs for roads that were assessed to be in poor condition were multiplied by a factor of .60 to determine an amount for removing and replacing base failures. This number was derived by comparing the average cost of base failure repair to cost of the overlay from previous project study reports. During the design of the project base failures will be addressed where needed and as funding allows. Roughly 6% of the overlay costs are estimated for drainage improvements.

ATTACHMENT A

STREET NAME	LIMITS	LENGTH	CURRENT ADT	% TRUCKS	CURRENT DESIGN HOURLY VOLUME
MILL ST	S GAY ST TO CARROLL ST	1050	1400	0	120
MILL ST	S PINE TO S GAY ST	475	1400	0	120
N LASSEN ST	MAIN ST TO NORTH ST	600	4000	10	400
N WEATHERLOW ST	MAIN ST TO CHESTNUT ST	2300	2200	10	220
S PINE ST	MAIN ST TO MILL ST	375	200	0	28
WEST ST	HOSPITAL LANE TO END	950			
N. ROOP ST.	GLENN DR TO CHERRY TERRACE	425	1600	10	130
PAIUTE LN	AT CALVARY BAPTIST CHURCH (CURVE RECONSTRUCTION)	600	400	0	48
PARKDALE AVE.	WILLOW ST. TO CHESTNUT ST	850	2300	10	230
PAIUTE LN.	CAMERON WY TO NORTH CITY LIMITS	743	800	10	20
PAIUTE LN	SKYLINE RD. TO MEADOWVIEW DR	822			
PAIUTE LN	MEADOWVIEW DR TO CAMERON WY	450			
ALEXANDER AVE.	MAIN ST TO RIVERSIDE	1175			
GRAND AVE	MAIN ST TO FIRST ST	325			

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Dan Newton, Public Works Director

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 14-5104 authorizing Equipment Purchase – Backhoe / Public Works Street Division.

PRESENTED BY: Dan Newton, Public Works Director

ANALYSIS: The Public Works Streets Division is in need of a backhoe. Staff has researched new and used equipment and completed an analysis of the Department's current fleet from an air quality emission view point. Based on the research and analysis, a used machine with a tier 3 or newer engine would be the greatest long term value.

The California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation requires to the City of Susanville's off-road fleet to meet a fleet average target rate starting January 1, 2019. The City's off-road fleet currently does not meet the fleet average target rate for January 1, 2019. To achieve the fleet average target rate, the Public Works Department will need to replace older equipment with tier 3 or newer engines. Staff plans on keeping the Streets Division backhoe for 10 – 15 years. A lesser tier engine would require replacement before 15 years.

The availability of used equipment is limited. Most equipment manufactures began producing tier 3 engines in 2007. Staff received quotes from four dealers for backhoes with tier 3 engines or newer (Attachment A) and found a quality machine in Reno, NV that is available from Cashman Equipment. This backhoe is a 2011 Caterpillar 420 E. It is priced at \$69,660 including tax and delivery to Susanville (Attachment B).

FISCAL IMPACT: \$50,000 is budgeted for the purchase of a backhoe in the FY 2014-15 approved budget. An additional \$19,660.00 is needed to purchase the 2011 Caterpillar 420 E backhoe from Cashman Equipment. There is approximately \$150,000 available in fund balance in the Streets Division budget to cover the additional \$19,660.00.

ACTION

REQUESTED: Adopt Resolution No. 14-5104 approving the purchase of a 2011 Caterpillar 420 E backhoe and amending the Street Division budget to accommodate the purchase.

ATTACHMENTS: Attachment A: Backhoe Quotes Received
Attachment B: Backhoe Information
Resolution No. 14-5104

Attachment A
Backhoe Quotes Received

		YEAR	HOURS	PRICE
1)	Cashman Equipment, Sparks NV	2011	2557	\$69,660
2)	Wagner Equipment, Aurora, CO	2007	2374	\$75,600
3)	Quinn Company, Selma, CA	2011	1276	\$81,000
4)	Hawthorn Machinery Co., San Diego, CA	2011	1908	\$82,755

RESOLUTION NO. 14-5104
RESOLUTION NUMBER 14-5104 APPROVING THE PURCHASE OF A
CATERPILLAR 420E BACKHOE FROM CASHMAN EQUIPMENT, LOCATED AT
600 GLENDALE AVE, RENO, NV, AND AUTHORIZING AMMENDING THE STREET
DIVISION BUDGET TO ACCOMMODATE THE PURCHASE.

WHEREAS, the City has a need to purchase a backhoe for the Public Works Street Division; and

WHEREAS, the requirements of the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation requires the City's fleet to meet a fleet average target starting January 1, 2019; and

WHEREAS, the purchase of a backhoe with a tier 3 or newer engine is necessary to comply with the 2019 target and to remain in compliance for subsequent years; and

WHEREAS, The City Public Works Department has received bids from four dealers; and

WHEREAS, Cashman Equipment, located at 600 Glendale Ave, Reno Nevada, is the lowest bidder with a bid of \$69,660 including tax and delivery to Susanville, and

WHEREAS, for fiscal year 2014/15, \$50,000 is already budgeted for the purchase of a backhoe; and

WHEREAS, there is approximately \$150,000 available in fund balance to cover the additional need of \$19,660 to accommodate the purchase.

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

1. The Public Works Streets Division is authorized to purchase the Caterpillar backhoe from Cashman Equipment for a cost of \$69,660, including tax and delivery to Susanville.
2. Street Division budget is to be amended as necessary to accommodate the purchase.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 1st day of October, 2014, by the following vote:

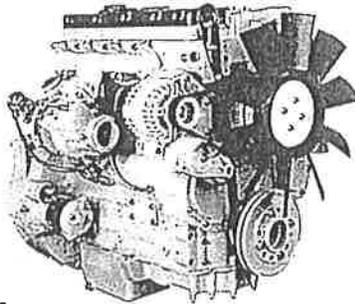
AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

C4.4 DIESELS



C4.4

Specifications

C4.4
 Bore x Stroke . . . 105 x 127 mm (4.1 x 5.0 in)
 Displacement . . . 4.4 liters (269 in³)
 Ship Weight 291 kg (640 lbs) (NA)
 306 kg (674.6 lbs) (T, TA)

Approximate Dimensions:
 Length 663 mm (26.1 in) (NA, T, TA)
 Width 470 mm (18.5 in) (NA)
 597 mm (23.5 in) (T)
 620 mm (24.4 in) (TA)
 Height 810 mm (31.9 in) (NA, T)
 775 mm (30.5 in) (TA)

C4.4 Ratings In-Line 4

C Rating (Intermittent)			C Rating (Intermittent)			C Rating (Intermittent)		
bkW	bhp	rpm	bkW	bhp	rpm	bkW	bhp	rpm
NA			T			TA (ATAAC)		
54	72	2200	55.5-74.5	74.4-99.9	2200-	68-83	91.2-111.3	2200-
55.9	75	2200		2400				2400

C4.4 IOPU

Ratings In-Line 4

C Rating (Intermittent)		
bkW	bhp	rpm
NA		
66	88.5	2200
TA		
74	99.2	2200

Features

- Mechanical control
- Identical major hook-up points
- New options including multi-vee belt
- Auxiliary drive capability — SAE A PTO, SAE B PTO

Benefits

- Choice of naturally aspirated, turbocharged, and turbocharged/aftercooled models
- Minimum impact to engine bay installation
- Installation and noise suppression costs reduced
- Maintained fuel economy
- Improved power and torque matching
- Faster diagnostics

Abbreviations used:

NA.....Naturally Aspirated TA.....Turbocharged/Aftercooled
 T.....Turbocharged ATAAC.....Air-to-Air Aftercooled

☐ EPA Compliant for current year

Meets Tier 3, Stage IIIA emissions requirements. C4.4 Naturally Aspirated rating meets Stage IIIA emissions requirements only. Tier 3 refers to EPA (U.S.) requirements. Stage III refers to European requirements.



0505459

420E

CASHMAN

BY

Attachment B

CITY OF SUSANVILLE
REQUEST FOR QUOTES
CONSTRUCTION EQUIPMENT

MINIMUM EQUIPMENT REQUIRMENTS

MAKE: CATERPILLAR
MODEL: 416 OR 420 Backhoe
ENGINE: TIER 3 OR NEWER
HOURS: LESS THAN 3000
Special Features: enclosed cab, extendahoe, heating/AC, service records, 4wd

QUOTE:

MAKE: CATERPILLAR
MODEL: 420E YEAR: 2011
ENGINE: C4.4 Acert DIT YEAR: 2011 HP: 95 net @ 1800 RPM
HOURS: 2557

ADDITIONAL FEATURES: Power Train & Hydraulic warranty good through 12/17/2014

COST*: \$ 69,600.00 sixty nine thousand six hundred sixty dollars ^{NO} ₁₀₀

*COST SHALL BE BEST PRICE FOR EQUIPMENT, INCLUDING DELIVERY TO SUSANVILLE, CA AND 7.5% SALES TAX.

COMPANY INFORMATION:

NAME OF COMPANY: Cashman Equipment

ADDRESS: 600 Glendale Ave
Sparks NV 89431


SIGNATURE OF AUTHORIZED REPRESENTATIVE

9/19/14
DATE

AGENDA ITEM NO. 13A

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: 2014 Ethics Training (AB 1234)

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: LAFCo Executive Director John Benoit has arranged for the firm of Best, Best and Krieger, LLP to provide mandatory ethics training to elected and appointed officials in Lassen County. The two-hour training is required every two years, and will be given in the Veterans Hall building on Friday, October 17, 2014 between 10:00 a.m. and 12:00 noon. Participants must be present for the entire presentation and will receive a certificate to document completion of the training.

FISCAL IMPACT: None

ACTION REQUESTED: Information Only.

ATTACHMENTS: Letter from Lassen LAFCo

2014 ETHICS TRAINING

LASSEN LAFCO

Ethics Training (AB 1234) designed for Special District and Local Government Boards and Staff within Lassen County

WHEN: Friday, **October 17, 2014:** 10:00 am until 12:00 noon

WHERE: **Veterans Hall at 1204 Main Street, Susanville CA**

COST: This training is sponsored by Best Best and Krieger, LLP and Lassen LAFCO with the assistance of Cheryl Douglas, Lassen County Personnel at no cost to local agencies.

It is the goal of the Lassen Local Agency Formation Commission (LAFCO) to sponsor training for special districts and agencies within Lassen County.

The session will cover the Brown Act, the Public Records Act, conflicts of interest, and general ethics principles, and will satisfy your AB 1234 training requirements for this year. Josh Nelson of Best Best and Kreiger will be providing the training.

If you are interested in attending, please RSVP to Cheryl Douglas by email at cdouglas@co.lassen.ca.us or by phone at (530) 251-8320. We will look forward to seeing you.

Please see the attached Memo from Josh Nelson of Best Best and Krieger, LLP for more information.

BEST BEST & KRIEGER

ATTORNEYS AT LAW

500 Capitol Mall, Suite 1700
Sacramento, California 95814
(916) 325-4000
(916) 325-4010 Fax

BBKlaw.com

Joshua Nelson
(916) 325-4000
Joshua.Nelson@bbklaw.com

TO: LASSEN COUNTY PUBLIC AGENCIES AND OFFICIALS
FROM: BEST BEST & KRIEGER LLP
RE: AB 1234 MANDATORY ETHICS TRAINING REQUIREMENTS

Local elected officials and some public agency employees in California are required to receive at least two hours of training, every two years, in general ethics principles and ethics laws relevant to their public service. (This is sometimes known as AB 1234 training.) For most affected officials and employees, 2014 is a year in which this training is required.

Although this training can be completed online, we have found that receiving the training from a live presenter is helpful, because it allows officials and employees to ask questions and hear the questions and experiences shared by other people. Because we recognize the financial strains currently affecting many public agencies, we would like to invite the officials and employees from every public agency in Lassen County to attend a completely free ethics training session, to be conducted on Friday, October 17, 2014. The training session will be conducted at the Veterans Hall 1204 Main St, Susanville, CA from 10:00 AM until 12:00 noon. The session will cover the Brown Act, the Public Records Act, conflicts of interest, and general ethics principles, and will satisfy your training requirements for this year. Along with the training, we will also provide certificates of participation, all free of charge.

Our firm acts as city attorneys for more than 30 cities in California, general counsel or special counsel for more than 40 special districts, and we have conducted dozens of ethics training sessions, so we should be able to answer most questions you have during the training session.

This training is being offered jointly by Lassen LAFCo, and by our firm. If you are interested in attending, please contact Cheryl Douglas at (530) 251-8320 or email her at cdouglas@co.lassen.ca.us to RSVP. You may also contact me at (916) 325-4000 with any questions, and we will look forward to seeing you.

Josh Nelson
for BEST BEST & KRIEGER LLP
Public Policy & Ethics Group

AGENDA ITEM NO. 13B

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Thomas Downing, Police Chief

Action Date: October 1, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Medical Marijuana Cultivation Ordinance Update

PRESENTED BY: Thomas Downing, Police Chief

ANALYSIS: An oral update will be given on the workshop conducted on September 10, 2014 and progress of the medical marijuana cultivation ordinance.

FISCAL IMPACT: None

ACTION REQUESTED: Information only

ATTACHMENTS: None