
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
November 19, 2014 – 6:00 p.m.

Call meeting to order
Roll call of Councilmembers present

Next Resolution No. 14-5125
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 PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
 - 1 Employee status report
 - B CONFERENCE WITH LEGAL COUNSEL – Anticipated litigation: Significant exposure to litigation pursuant to Government Code §54956.9 (b): one potential claim

- 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:* Peter M. Talia, City Attorney
 - *Proclamations, awards or presentations by the City Council:*

- 5 **BUSINESS FROM THE FLOOR:**

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

- 6 **CONSENT CALENDAR:**

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

the City Council may request removal of an item from the Consent Calendar to be considered separately.

- A Receive and file minutes from City Council's October 15, 2014 meeting
- B Approve vendor warrants numbered 92443 through 92540 for a total of \$115,787.31 with zero dollars in payroll warrants

7 PUBLIC HEARINGS:

- A Consider **Resolution No. 14-5119** considering request for variance to minimum lot size, width and front yard setback for parcel located at Grand Avenue and North Street

8 COUNCIL DISCUSSION/ANNOUNCEMENTS:

Commission/Committee Reports:

9 NEW BUSINESS:

- A Consider **Resolution No. 14-5123** approving Agreement for Fire Training Center
- B Consider request of lot line adjustment fee waiver from Honey Lake Valley Recreation Authority
- C Consider approval of **Resolution No. 14-5121** approving inter fund loan agreement

10 SUSANVILLE COMMUNITY DEVELOPMENT AGENCY: No business.

11 SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12 CONTINUING BUSINESS:

- A Consider **Ordinance No. 14-0997** regulating the cultivation of Marijuana: waive first reading and introduce
- 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 awarding the Susanville Municipal Airport Apron Reconstruction Project to Dig It Construction, Inc.

13 CITY ADMINISTRATOR'S REPORTS:

- A Senior Golf Cart Tours Update

14 COUNCIL ITEMS:

- A AB1234 travel reports:

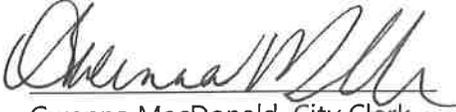
15 ADJOURNMENT:

- ***The next regular City Council meeting will be held on December 3, 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 November 19, 2014 in the areas designated on November 14, 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: November 19, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's October 15, 2014 meeting

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's October 15, 2014 meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's October 15, 2014 meeting.

ATTACHMENTS: Minutes: October 15, 2014

**SUSANVILLE CITY COUNCIL
SUSANVILLE COMMUNITY DEVELOPMENT AGENCY
SUSANVILLE MUNICIPAL ENERGY CORPORATION
SUSANVILLE PUBLIC FINANCING AUTHORITY
Regular Meeting Minutes
October 15, 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 R. Wilson.

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

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

1 APPROVAL OF AGENDA:

Mr. Hancock noted that Item 9A - *Consider approval of Resolution No. 14-5109 approving renewal of rental agreement for training purposes for Susan River Fire Protection District* was an agreement with Joe Bertotti for use of his property for training purposes for the City of Susanville Fire Department and the Susan River Fire Protection District.

Motion by Councilmember Garnier, second by Councilmember De Boer, to approve the agenda with the clarification of Item 9A; motion carried. Ayes: Garnier, De Boer and Wilson. Absent: Lino P. Callegari and Nicholas McBride.

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No comments.

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

- A 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 |
- B PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
1. Approved Position list

Closed session adjourned at 6:38 p.m.

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

Staff present: Thomas Downing, Police Chief; James Moore, Fire Battalion Chief; Dan Newton, Public Works Director; Deborah Savage, Finance Manager; and Gwenna MacDonald, City Clerk.

Mr. Hancock stated that prior to closed session the agenda was approved with change to Item 9A noting that the agreement was with Mr. Joe Bertotti. He stated that in closed session regarding Item 3A, Council

gave direction, and regarding Item 3B, voted unanimously to amend the job description to include specific reference to the public works department, and to update the approved position list accordingly.

Chief Thomas Downing provided the thought of the day.

5 BUSINESS FROM THE FLOOR:

Cherrie Farrell, Crossroads Ministries, shared that she would like assistance in conducting community service outreach to address various cleanup projects, focusing on the main street sidewalks. She wanted to know if it was ok to use roundup or salt, or other such weed-removal products.

Dan Newton stated he would be happy to look into options.

Mr. Hancock talked about the project list that has been developed for those looking into community service projects.

Councilmember Garnier stated that clean-up of Main street is a project near and dear to her heart.

Councilmember De Boer thanked Ms. Farrell for stepping up, as cleaning up Susanville has been number one on his list for some time.

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

- A Receive and file minutes from City Council's September 17, 2014 meeting
- B Approve vendor warrants numbered 92128 through 92270 for a total of \$280,424.04 including \$107,276.39 in payroll warrants
- C Receive and file Quarterly Transient Occupancy Tax Report
- D Receive and file Finance Reports: August and September 2014

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

7 PUBLIC HEARINGS:

7A Fiscal Year 2013/2014 Annual Report of Development/Mitigation Fees: Consider approval of Resolution No. 14-5107 approving and accepting revenues and expenditures report for Police, Fire, Streets and Park Mitigation funds; Consider approval of Resolution No. 14-5108 approving and authorizing closing and consolidation of various street mitigation funds Ms. Savage reported that according to Government Code Section 66000, local agencies are authorized to charge and collect development impact fees for new development within their jurisdiction. The fees require new developments to pay their fair share of their impact on existing facilities and to pay for new facilities to maintain existing service levels. All of the mitigation funds are deposited into separate accounts and interest income is allocated accordingly. These funds are considered "restricted" funds and expenditures are made only for the purpose for which the fee was originally collected and each year the City provides a report on the status of those funds, and reviews expenditures accordingly. Staff is also formalizing the recommendations set by the City Council for closure of the Barry Creek Culvert and Chestnut Street Culvert projects and the consolidation of the Skyline/Numa and Skyline/Highway 139 traffic signal funds into a single Traffic Signal fund.

Mayor Wilson opened the public hearing at 7:12 p.m. and requested comments from the public.

There being no questions or comments, Mayor Wilson closed the public hearing at 7:13 p.m.

Mayor Wilson mentioned that the Council has discussed funding the installation of a traffic signal at the intersection of Paul Bunyan and Ash Streets, and asked what the next steps would be to make that happen, as there are numerous accidents at that intersection.

Mr. Hancock responded that a traffic analysis would be the next step to substantiate the position that the intersection should be lighted, and this would need to occur prior to designating a specific mitigation fund for the installation of a signal at Bunyan and Ash street.

Motion by Councilmember Garnier, second by Councilmember De Boer, to approve Resolution No. 14-5107; motion carried. Ayes: De Boer, Garnier and Wilson. Absent: Lino P. Callegari and Nicholas McBride.

Motion by Councilmember Garnier, second by Councilmember De Boer, to approve Resolution No. 14-5108; motion carried. Ayes: De Boer, Garnier and Wilson. Absent: Lino P. Callegari and Nicholas McBride.

8 COUNCIL DISCUSSION/ANNOUNCEMENTS:

Commission/Committee Reports:

9 NEW BUSINESS:

9A Consider approval of Resolution No. 14-5109 approving renewal of rental agreement for training purposes for Susan River Fire Protection District Battalion Chief Moore reported that the Susanville Fire Department and Susan River Fire Protection District have an opportunity to renew the lease for an uninhabitable single-family dwelling located at 701-985 Johnstonville Road, to be used exclusively as a fire training facility. The property is owned by Joe Bertotti and he is interested in reviewing the lease for a four year term, increasing from two year term of the previous lease. The structure provides a good location for structure fire training.

Motion by Councilmember De Boer to approve Resolution No. 14-5109; Councilmember Garnier provided a second and the motion carried. Ayes: De Boer, Garnier and Wilson. Absent: Lino P. Callegari and Nicholas McBride.

9B Consider approval of Resolution No. 14-5110 amending appendix of designated positions in City of Susanville Conflict of Interest Code Ms. MacDonald explained that the Political Reform Act requires every local government agency to review its Conflict of Interest code in even-numbered years to determine if it is accurate or, alternatively, that the code must be amended. Staff has reviewed the City's Conflict of Interest code and has amended the Appendix of Designated Positions to accurately reflect elimination of the City Treasurer position but the disclosure categories have not been modified.

Mayor Wilson suggested adding members of the Susanville Loan Committee, based upon their decisions which affect property and financial interests. It was the consensus of the Council to include members in their capacity as Susanville Loan Committee members at disclosure category four.

Motion by Councilmember De Boer to approve Resolution No. 14-5110 with the amendment to include Susanville Loan Committee members; Councilmember Garnier provided a second and the motion carried. Ayes: De Boer, Garnier and Wilson. Absent: Lino P. Callegari and Nicholas McBride.

9C Consider approval of Resolution No. 14-5111 approving lease of 15 Golf Carts for Diamond Mountain Golf Course and authorizing City Administrator to execute lease Mr. Hancock reported that the City has entered into two separate leases with Yamaha Golf Carts for a total of 30 carts used at the Diamond Mountain Golf Course. The first 15 carts were leased in 2011 for three years and in 2012 the city leased 15 additional carts for three years. The 2011 lease is expiring in October 2014 and staff has been working with Brian Jones of Yamaha Cart Leasing to compare lease prices for 15 new golf carts. He reviewed the lease options which included three, four and five-year leases on 2014 or 2015 model carts, with a five year lease for 2014 carts providing an annual savings of \$2,664.

Councilmember Garnier asked if there would be an increase in maintenance costs if the City keeps the carts for five years.

Mr. Hancock responded that the City has the carts amp tested, and the usage is determined by hours, and the usage is low enough that there are not expected to be any maintenance issues. They are a quality product and the only real maintenance that is required is related to brake replacement.

Mayor Wilson asked if Yamaha would be agreeable to offering the proposed price to include carts that the city currently has, and extending the 2011 – 2014 contract for two more years.

Mr. Hancock replied that the carts leased in 2011 have the highest hours of usage, and it would be in the City's best interests to bring that forward at the expiration of the 2012 lease as a negotiating point, as the 2012 carts have far less usage on them than the 2011 carts have.

Motion by Councilmember De Boer to approve Resolution No. 14-5111; Councilmember Garnier provided a second and the motion carried. Ayes: De Boer, Garnier and Wilson. Absent: Lino P. Callegari and Nicholas McBride.

9D Consider approval of Resolution No. 14-5112 approving MOU with Susanville Indian Rancheria for construction of sidewalk, curb and gutter at Diamond Mountain Casino Mr. Newton explained that the Susanville Indian Rancheria is interested in funding the construction of sidewalk, curb and gutter on the southerly line of Skyline Road in front of the Diamond Mountain Casino. Through an August 2009 agreement with the Rancheria, City staff has prepared construction plans and specifications and drafted a Memorandum of Understanding describing the responsibilities of both parties. The SIR will provide funding to the City so that the City can complete the sidewalk, curb and gutter, and other work as necessary to complete construction.

Motion by Councilmember Garnier to approve Resolution No. 14-5112; Councilmember De Boer provided a second and the motion carried. Ayes: De Boer, Garnier and Wilson. Absent: Lino P. Callegari and Nicholas McBride.

9E Consider approval of Resolution No. 14-5113 approving MOU with FBI to join Safe Streets Gang Taskforce Chief Downing reported that the Susanville Police Department has been researching opportunities to reduce violent crime, drug trafficking, and street gang activity and with the termination of State grant funding for the Lassen Interagency Narcotics Task Force, it has been necessary to consider options that will reduce the impact on the City's budget. The Department has identified an opportunity to join the Northern Nevada Safe Streets Gang Task Force, administered through the Reno Field Office of the FBI. The city would assign a full time Peace Officer to assist the group and in return would be able to draw upon the full resources of the task force as well as the Reno Field Office of the FBI for the

investigation of these types of crimes. The FBI will provide up to \$17,374.25 in overtime expenses for this fiscal year will provide a vehicle and a fuel allowance for the assigned peace officer to utilize while working in the course and scope of their employment. The overtime reimbursement amount is subject to future funding allocations by the federal government, however the FBI participation on the task force will be beneficial as complex drug investigations are labor intensive, and task force personnel will provide the additional staffing needed to increase the effectiveness of regional efforts to fight violent crimes.

Councilmember Garnier remarked that she was excited about the opportunity which seems to be a win/win option for the community.

Mayor Wilson thanked Chief Downing for finding a solution to address the issue of the defunding of the task force.

Motion by Councilmember De Boer to approve Resolution No. 14-5113; Councilmember Garnier provided a second and the motion carried. Ayes: De Boer, Garnier and Wilson. Absent: Lino P. Callegari and Nicholas McBride.

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

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

12 **CONTINUING BUSINESS:** No business.

13 **CITY ADMINISTRATOR'S REPORTS:**

13A **Funding request from Honey Lake Valley Joint Powers Authority** Mr. Hancock explained that at the October 7, 2014 meeting of the Honey Lake Valley Recreation Authority (HLVRA), the Board voted to pursue a revised funding strategy for the construction of a community pool. The Memorandum of Understanding approved on November 18, 2013 provided for an annual contribution by the City of Susanville and the County of Lassen in the amount of \$200,000 through June 30, 2028. The HLVRA is requesting that the City consider a funding a portion of the contributions as a lump sum up front with a corresponding reduction in the annual contribution. This would cover the initial cost of funding to construct the pool, reduce the annual contribution amount and minimize the financing and debt service costs.

Councilmember De Boer remarked that he would be happy to consider the request, however he would prefer to have the discussion when all members of the Council were present.

Councilmember Garnier asked if the City budget would be left short if a lump sum payment were to be made.

Mr. Hancock assured the Council that this item was brought forward as an information item only in order to determine what the general sentiment of the Council would be. A lump sum payment would not change the 15-year funding commitment and staff would be looking at various combinations of internal funds, with the exclusion of restricted funds or bond funds, and obviously as the City operates on a lean budget it would involve a lot of work. He stated that he is confident that the City could make it work, with his primary recommendation being to apply for funding sources through such sources as the CDBG program.

Councilmember Garnier responded that her primary concern is that the City may be caught short in the event of an emergency.

Mayor Wilson added that the Council would be relying on Mr. Hancock to come up with the best option, and he would prefer that reliance upon things such as CDBG funding be left out of the picture. Either the City will be able to make it work, or they won't and he would prefer to not have funding subject to grant regulations be included as part of the plan.

14 **COUNCIL ITEMS:**

14A **AB1234 travel reports:**

 A AB1234 travel reports:

15 **ADJOURNMENT:** Motion by Councilmember De Boer, second by Councilmember Garnier to adjourn; motion carried. Ayes: Garnier, De Boer and Wilson. Absent: Callegari and McBride.

Meeting adjourned at 7:50 p.m.

Respectfully submitted by

Gwenna MacDonald, City Clerk

Brian R. Wilson, Mayor

Approved on: _____

Reviewed by: VS City Administrator
TD City Attorney

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

Submitted by: Deborah Savage, Finance Manager

Action Date: November 19, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated October 29th through November 11th numbered 92443 through 92540

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$115,787.31 plus \$0 in payroll warrants, for a total of \$115,787.31

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
10/14	10/31/2014	92443	21	AIRGAS USA, LLC	AACETYLENE/ARGON/OXYGE	9921804723	1	7401-430-62-46	SUPPLIES-GENERAL	37.80	37.80
10/14	10/31/2014	92443	21	AIRGAS USA, LLC	AACETYLENE/ARGON/OXYGE	9921804723	2	7110-430-42-46	SUPPLIES-GENERAL	68.40	68.40
10/14	10/31/2014	92443	21	AIRGAS USA, LLC	AACETYLENE/ARGON/OXYGE	9921804723	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	70.45	70.45
10/14	10/31/2014	92443	21	AIRGAS USA, LLC	AACETYLENE/ARGON/OXYGE	9921804723	4	7110-430-42-44	REPAIR AND MAINTENANCE-V	70.45	70.45
10/14	10/31/2014	92443	21	AIRGAS USA, LLC	AACETYLENE/ARGON/OXYGE	9921804723	5	7401-430-62-44	REPAIR AND MAINT-VEHICLE	70.45	70.45
Total 9921804723:										317.55	317.55
10/14	10/31/2014	92444	53		RETIREMENT INCENTIVE PKGE	102814	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 102814:										930.00	930.00
10/14	10/31/2014	92445	68	BECKWITH MD, DAVID R	FIRE FIGHTER PHY & SPIROME	100114	1	1000-422-10-43	PROFESSIONAL SVCS	150.00	150.00
Total 100114:										150.00	150.00
10/14	10/31/2014	92446	7963		REFUND GAS OVERPAYMENT	10527350002	1	9999-1001-001	CASH CLEARING - UTILITIES	3.85	3.85
Total 10527350002:										3.85	3.85
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	KEY, PEST CONTROL	312561	1	1000-422-10-46	SUPPLIES-GENERAL	21.81	21.81
Total 312561:										21.81	21.81
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	SCREWS	312844	1	7401-430-62-46	SUPPLIES-GENERAL	5.60	5.60
Total 312844:										5.60	5.60
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	BUCKET, SCRUBBER	312931	1	7401-430-62-46	SUPPLIES-GENERAL	9.65	9.65
Total 312931:										9.65	9.65
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	RECEPTICLE	313105	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	7.33	7.33

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 313105:											
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	CONCRETE MIX	313219	1	7401-430-62-46	SUPPLIES-GENERAL	50.23	50.23
Total 313219:											
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	FASTENERS	313320	1	7401-430-62-46	SUPPLIES-GENERAL	1.43	1.43
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	FASTENERS	313320	2	7110-430-42-46	SUPPLIES-GENERAL	1.44	1.44
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	FASTENERS	313320	3	2007-431-20-46	SUPPLIES-GENERAL	1.44	1.44
Total 313320:											
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	STEEL CUT WHEEL	313373	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	6.93	6.93
Total 313373:											
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	GAS CAN	313394	1	1000-452-20-46	SUPPLIES-GENERAL	32.88	32.88
Total 313394:											
10/14	10/31/2014	92447	76	BILLINGTON ACE HARD	FASTENERS	313628	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	18.03	18.03
Total 313628:											
10/14	10/31/2014	92448	1409	C&S COMPANIES	PROFESSIONAL SER. 06/14/14-	0147120	1	7201-430-86-43	PROFESSIONAL SERVICES	1,052.50	1,052.50
Total 0147120:											
10/14	10/31/2014	92448	1409	C&S COMPANIES	PROFESSIONAL SER 8/16/14-10	0148789	1	7201-430-86-43	PROFESSIONAL SERVICES	7,676.03	7,676.03
Total 0148789:											
10/14	10/31/2014	92449	1307	C&S WASTE SOLUTIONS	1505 MAIN ST	1505MAIN 100114	1	1000-422-10-44	DISPOSAL	154.93	154.93
Total 1505MAIN 100114:											
10/14	10/31/2014	92450	98	CALIFORNIA ASSOCIATI	ANNUAL LTD PREMIUM 10/14	100114	1	1000-422-10-45	INSUR. FIRE SALARY PROTECT	1,404.00	1,404.00

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 100114:											
10/14	10/31/2014	92451	108		REIM MILEAGE MONTEREY 10/	102914	1	1000-411-10-45	TRAVEL	450.24	450.24
10/14	10/31/2014	92451	108		REIM HOTEL MONTEREY 10/15/	102914	2	1000-411-10-45	TRAVEL	469.72	469.72
Total 102914:											
10/14	10/31/2014	92452	7961	CMT SHEET METAL	WRONG CITY FOR B/L	102814	1	9999-1001-004	CASH CLEARING - BUSINESS LI	50.00	50.00
Total 102814:											
10/14	10/31/2014	92453	161	CSK AUTO INC	VALVE	2740332136	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	30.53	30.53
Total 2740332136:											
10/14	10/31/2014	92453	161	CSK AUTO INC	WINCH	2740332255	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	752.49	752.49
Total 2740332255:											
10/14	10/31/2014	92453	161	CSK AUTO INC	DISTRIBUTOR CAP, ROTOR, SP	2740334068	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	67.23	67.23
Total 2740334068:											
10/14	10/31/2014	92453	161	CSK AUTO INC	NEW CYLINDER	2740334758	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	133.26	133.26
Total 2740334758:											
10/14	10/31/2014	92454	174	DATEMA, STEVEN K.	GROUND LEASE 710 MAIN 11/1	102814	1	8401-2228-000	DEPOSITS PAYABLE	75.00	75.00
Total 102814:											
10/14	10/31/2014	92455	194	DIAMOND SAW SHOP IN	SAW PARTS	13080	1	1000-422-50-44	VEHICLE - REPAIR & MAINTEN	78.36	78.36
Total 13080:											
10/14	10/31/2014	92456	198	DITCH WITCH EQUIPMEN	HOSE VAC TRAILER	212783	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	482.94	482.94

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 212783:											
10/14	10/31/2014	92457	219	ED STAUB & SONS PETR	85.6 GAL PROPANE G/C	0143582	1	7530-451-52-46	PROPANE	183.12	183.12
Total 0143582:											
10/14	10/31/2014	92458	238	FASTENAL COMPANY	BUSHING	60965	1	1000-422-10-46	SUPPLIES-GENERAL	54.79	54.79
Total 60965:											
10/14	10/31/2014	92459	241	FEATHER PUBLISHING C	1355 NORTH ST HEARING PO#	PO#7659	1	1000-411-40-45	ADVERTISING	63.70	63.70
Total PO#7659:											
10/14	10/31/2014	92459	241	FEATHER PUBLISHING C	U09-011 HEARING PO#7660	PO#7660	1	1000-411-40-45	ADVERTISING	44.10	44.10
Total PO#7660:											
10/14	10/31/2014	92460	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476895A	1	7110-430-42-43	TECHNICAL SVCS	312.00	312.00
Total 476895A:											
10/14	10/31/2014	92460	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476952A	1	7110-430-42-43	TECHNICAL SVCS	133.00	133.00
Total 476952A:											
10/14	10/31/2014	92461	7903		REFUND GAS DEPOSIT	10219450419	1	7401-2228-000	DEPOSITS-CUSTOMER	89.79	89.79
Total 10219450419:											
10/14	10/31/2014	92462	257	FOREST OFFICE EQUIP	PWCOPIES	CC5768	1	7620-430-10-43	TECHNICAL SVCS	228.91	228.91
Total CC5768:											
10/14	10/31/2014	92462	257	FOREST OFFICE EQUIP	MONTHLY MAINT. FOLDING MA	CC5781	1	7110-430-42-44	REPAIR AND MAINTENANCE-MI	42.00	42.00
10/14	10/31/2014	92462	257	FOREST OFFICE EQUIP	MONTHLY MAINT. FOLDING MA	CC5781	2	7401-430-62-44	REPAIR AND MAINTENANCE-MI	42.00	42.00

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 CC5781:											
10/14	10/31/2014	92463	265	FRONTIER	257-0315 AWOS AIRPORT	0315 101514	1	7201-430-81-45	COMMUNICATIONS	35.39	35.39
Total 0315 101514:											
10/14	10/31/2014	92463	265	FRONTIER	257-1045 PMW ENGINEERING	1045 101514	1	7620-430-10-45	COMMUNICATIONS	48.65	48.65
Total 1045 101514:											
10/14	10/31/2014	92463	265	FRONTIER	021-1147 CITY HALL	1147 102014	1	1000-417-10-45	COMMUNICATIONS	1,138.17	1,138.17
Total 1147 102014:											
10/14	10/31/2014	92463	265	FRONTIER	257-5152 FIRE	5152 101014	1	1000-422-10-45	COMMUNICATIONS	456.57	456.57
Total 5152 101014:											
10/14	10/31/2014	92464	7962		REFUND GAS DEPOSIT	10216700010	1	9899-1001-001	CASH CLEARING - UTILITIES	225.00	225.00
Total 10216700010:											
10/14	10/31/2014	92465	7959		REFUND WATER DEPOSIT	10425700024	1	7110-2228-000	DEPOSITS-CUSTOMER	54.40	54.40
Total 10425700024:											
10/14	10/31/2014	92466	276	GOLD RUN CABINET & D	LABOR TO RIP WOOD TRIM	12224	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	35.00	35.00
Total 12224:											
10/14	10/31/2014	92466	276	GOLD RUN CABINET & D	HEMLOCK JAM/REHUNG	7362	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	688.00	688.00
Total 7362:											
10/14	10/31/2014	92467	834	HEALTH TRENDS INC.	HEARING TESTING	857	1	7620-430-10-43	TECHNICAL SVCS	137.50	137.50
10/14	10/31/2014	92467	834	HEALTH TRENDS INC.	HEARING TESTING	857	2	2007-431-20-43	TECHNICAL SVCS	137.50	137.50
10/14	10/31/2014	92467	834	HEALTH TRENDS INC.	HEARING TESTING	857	3	7110-430-42-43	TECHNICAL SVCS	137.50	137.50
10/14	10/31/2014	92467	834	HEALTH TRENDS INC.	HEARING TESTING	857	4	7401-430-62-43	TECHNICAL SVCS	137.50	137.50

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 857:											
10/14	10/31/2014	92468	332	INTERSTATE GAS SERVI	GAS CONSULTING SVC 10/2014	102814	1	7401-430-62-43	PROFESSIONAL SVCS	400.00	400.00
Total 102814:											
10/14	10/31/2014	92469	7896		REFUND GAS DEPOSIT	10328750117	1	7401-2228-000	DEPOSITS-CUSTOMER	175.54	175.54
Total 10328750117:											
10/14	10/31/2014	92470	911	JOHNSTONE SUPPLY	RANGE TOP	41551970111001	1	7401-430-62-46	SUPPLIES-GENERAL	116.96	116.96
Total 41551970111001:											
10/14	10/31/2014	92470	911	JOHNSTONE SUPPLY	VALVE	41551972180001	1	7401-430-62-46	SUPPLIES-GENERAL	269.51	269.51
Total 41551972180001:											
10/14	10/31/2014	92471	372	KRONICK, MOSKOVITZ	PROF SVCS THRU 09/25/14	274385	1	1000-412-10-43	PROFESSIONAL SVCS	2,300.00	2,300.00
Total 274385:											
10/14	10/31/2014	92472	374	L N CURTIS & SONS	LABELS-OSHA	133055700	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	387.00	387.00
Total 133055700:											
10/14	10/31/2014	92473	1074	LASSEN AUTO BODY	SEAT BELT ASSEMBLY	5873	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	40.31	40.31
Total 5873:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-150-04-11	14878 041015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	18.49	18.49
Total 14878 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-150-04-11	14878 121014	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	18.49	18.49
Total 14878 121014:											

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
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-160-08-11	14913 041015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	191.36	191.36
Total 14913 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-160-08-11	14913 121014	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	191.36	191.36
Total 14913 121014:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-180-04-11	14946 041015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	655.50	655.50
Total 14946 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-180-04-11	14946 121014	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	655.50	655.50
Total 14946 121014:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-180-07-11	14948 041015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	99.54	99.54
Total 14948 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-180-07-11	14948 121014	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	99.54	99.54
Total 14948 121014:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-180-61-11	14958 041015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	9.23	9.23
Total 14958 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-180-61-11	14958 121014	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	9.23	9.23
Total 14958 121014:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-190-01-11	14966 041015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	44.22	44.22
Total 14966 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-190-01-11	14966 121014	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	44.22	44.22

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 14966 121014:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-190-08-11	14970 041015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	9.24	9.24
Total 14970 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-190-08-11	14970 121014	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	9.24	9.24
Total 14970 121014:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-230-05-11	15104 041015	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	2,125.00	2,125.00
Total 15104 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-230-05-11	15104 121014	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	2,125.00	2,125.00
Total 15104 121014:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-320-21-11	15423 041015	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	31.09	31.09
Total 15423 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-320-21-11	15423 121014	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	31.09	31.09
Total 15423 121014:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-330-28-11	15455 041015	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	39.57	39.57
Total 15455 041015:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-330-28-11	15455 121014	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	39.57	39.57
Total 15455 121014:											
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-350-19-11	15469 041015	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	5.63	5.63
Total 15469 041015:											

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
10/14	10/31/2014	92474	401	LASSEN CO TAX COLLE	116-350-19-11	15469 121014	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	5.63	5.63
Total 15469 121014:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	PLIERS	209112	1	7110-430-42-46	SUPPLIES-SMALL TOOLS	9.37	9.37
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	PLIERS	209112	2	7401-430-62-46	SUPPLIES-SMALL TOOLS	9.37	9.37
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	PLIERS	209112	3	2007-431-20-46	SUPPLIES-SMALL TOOLS	9.38	9.38
Total 209112:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	FITTINGS	209284	1	1000-422-50-44	VEHICLE - REPAIR & MAINTEN	19.80	19.80
Total 209284:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	FITTINGS	209290	1	1000-422-50-44	VEHICLE - REPAIR & MAINTEN	9.90	9.90
Total 209290:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	ABRASIVE WHEEL	209437	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	5.16	5.16
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	ABRASIVE WHEEL	209437	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	5.16	5.16
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	ABRASIVE WHEEL	209437	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	5.15	5.15
Total 209437:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	CHAIN LINK ROLLER	209555	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	31.48	31.48
Total 209555:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	TOGGLE WIRE	209556	1	7110-430-42-46	SUPPLIES-GENERAL	62.95	62.95
Total 209556:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	EPOXY	209581	1	2007-431-20-46	SUPPLIES-GENERAL	5.85	5.85
Total 209581:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	AIR FILTER	209811	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	21.21	21.21

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 209811:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	BATTERY, CORE DEPOSIT	209842	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	436.39	436.39
Total 209842:											
10/14	10/31/2014	92475	411	LASSEN MOTOR PARTS	HOSE END	209918	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	4.39	4.39
Total 209918:											
10/14	10/31/2014	92476	1102	LASSEN PC	COMPUTER MOZY SERV 9/14 F	7872	1	1000-422-10-43	TECHNICAL SVCS	29.49	29.49
Total 7872:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	16894	1	2007-431-20-44	DISPOSAL	1.00	1.00
Total 16894:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	16998	1	2007-431-20-44	DISPOSAL	9.00	9.00
Total 16998:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17000	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 17000:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17001	1	2007-431-20-44	DISPOSAL	18.00	18.00
Total 17001:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17016	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 17016:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17059	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 17059:											

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17060	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 17060:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17078	1	2007-431-20-44	DISPOSAL	12.10	12.10
Total 17078:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17083	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 17083:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17094	1	2007-431-20-44	DISPOSAL	7.28	7.28
Total 17094:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17095	1	2007-431-20-44	DISPOSAL	11.88	11.88
Total 17095:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	17107	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 17107:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	717559	1	2007-431-20-44	DISPOSAL	5.00	5.00
Total 717559:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718290	1	2007-431-20-44	DISPOSAL	5.49	5.49
Total 718290:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718307	1	2007-431-20-44	DISPOSAL	5.04	5.04
Total 718307:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718320	1	2007-431-20-44	DISPOSAL	4.50	4.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 718320:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718327	1	2007-431-20-44	DISPOSAL	4.50	4.50
Total 718327:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718463	1	2007-431-20-44	DISPOSAL	4.95	4.95
Total 718463:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718483	1	2007-431-20-44	DISPOSAL	16.06	16.06
Total 718483:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718513	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 718513:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718532	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 718532:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718542	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 718542:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	718555	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 718555:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	719444	1	1000-452-20-44	DISPOSAL	1.00	1.00
Total 719444:											
10/14	10/31/2014	92477	412	LASSEN REGIONAL SOLI	DUMP FEES	764900	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 764900:											

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
10/14	10/31/2014	92478	7672	LASSEN STATION	RETURN DEP 2545 MAIN ST	102714	1	1001-2228-001	DEPOSITS-CURR, GUTTER, SID	10,695.00	10,695.00
Total 102714:											
10/14	10/31/2014	92479	7954		REFUND GAS DEPOSIT	10408600206	1	7401-2228-000	DEPOSITS-CUSTOMER	50.54	50.54
Total 10408600206:											
10/14	10/31/2014	92480	6566		REFUND GAS DEPOSIT	10324100513	1	7401-2228-000	DEPOSITS-CUSTOMER	28.33	28.33
Total 10324100513:											
10/14	10/31/2014	92481	7956		REFUND GAS DEPOSIT	10412200012	1	7401-2228-000	DEPOSITS-CUSTOMER	155.59	155.59
Total 10412200012:											
10/14	10/31/2014	92482	437	LMUD	JOHNSTONVILLE RD SPRINKLE	102622101614	1	1000-452-30-46	ELECTRICITY	11.26	11.26
Total 102622101614:											
10/14	10/31/2014	92482	437	LMUD	WELL #3	4559101614	1	7110-430-42-46	ELECTRICITY	4,749.90	4,749.90
Total 4559101614:											
10/14	10/31/2014	92482	437	LMUD	1801 MAIN ST	8314102214	1	1000-421-10-46	ELECTRICITY	969.58	969.58
Total 8314102214:											
10/14	10/31/2014	92483	7957		REFUND GAS DEPOSIT	10313250110	1	7401-2228-000	DEPOSITS-CUSTOMER	159.86	159.86
Total 10313250110:											
10/14	10/31/2014	92484	445		RETIRE INCENTIVE 11/14	102814	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 102814:											
10/14	10/31/2014	92485	7958		REFUND GAS DEPOSIT	10367250034	1	7401-2228-000	DEPOSITS-CUSTOMER	129.14	129.14

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 10507250034:											
10/14	10/31/2014	92486	7964		REFUND GAS DEPOSIT	10240560007	1	7401-2228-000	DEPOSITS-CUSTOMER	129.14	129.14
Total 10240560007:											
10/14	10/31/2014	92487	473		RETURN SIDEWALK DEP 465 &	102714	1	1001-2228-001	DEPOSITS-CURB, GUTTER, SID	3,304.00	3,304.00
Total 102714:											
10/14	10/31/2014	92488	1463		MILLER CLEANING SERV OFFICE CLEANING-10/2014	MCS1412	1	1000-421-10-44	CUSTODIAL	360.00	360.00
Total MCS1412:											
10/14	10/31/2014	92489	481		MISSION LINEN & UNIFO GAS LINEN SER 10/07/14	250247446	1	7401-430-62-44	LINEN SERVICES	66.47	66.47
Total 250247446:											
10/14	10/31/2014	92489	481		MISSION LINEN & UNIFO WATER LINEN SER 10/21/14	250248651	1	7110-430-42-44	LINEN SERVICE	79.24	79.24
Total 250248651:											
10/14	10/31/2014	92489	481		MISSION LINEN & UNIFO STREET LINEN SER 10/21/14	250248652	1	2007-431-20-44	LINEN SERVICE	6.68	6.68
Total 250248652:											
10/14	10/31/2014	92489	481		MISSION LINEN & UNIFO 720 SOUTH ST 102114	250248653	1	7620-430-10-46	SUPPLIES-JANITORIAL	162.00	162.00
10/14	10/31/2014	92489	481		MISSION LINEN & UNIFO 720 SOUTH ST 102114	250248653	2	7620-430-10-44	LINEN SERVICE	50.37	50.37
Total 250248653:											
10/14	10/31/2014	92489	481		MISSION LINEN & UNIFO PARKS LINEN SER 10/21-14	250248654	1	1000-452-20-44	LINEN SERVICES	12.83	12.83
Total 250248654:											
10/14	10/31/2014	92489	481		MISSION LINEN & UNIFO GAS LINEN SER 10/21/14	250248655	1	7401-430-62-44	LINEN SERVICES	77.72	77.72

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 250248655:											
10/14	10/31/2014	92490	1081	NEVADA BLUE LTD	HP SERVICE	0000213241	1	7620-430-10-43	TECHNICAL SVCS	480.00	480.00
Total 0000213241:											
10/14	10/31/2014	92490	1081	NEVADA BLUE LTD	HP SERVICE	0000213242	1	7620-430-10-43	TECHNICAL SVCS	694.95	694.95
Total 0000213242:											
10/14	10/31/2014	92491	516	NFPA	SUBSCRIPTION 1YR	6226572X	1	1000-422-10-48	DUES AND MEMBERSHIPS	1,252.92	1,252.92
Total 6226572X:											
10/14	10/31/2014	92492	1271	NOBLES, TIMOTHY R.	11/14 GROUND LEASE 706 MAI	102814	1	8401-2228-000	DEPOSITS PAYABLE	100.00	100.00
Total 102814:											
10/14	10/31/2014	92493	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE 9/	603188	1	7401-430-62-43	TECHNICAL SVCS	59.62	59.62
10/14	10/31/2014	92493	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE 9/	603188	2	7110-430-42-43	TECHNICAL SVCS	59.63	59.63
Total 603188:											
10/14	10/31/2014	92494	543	PAK N SHIP	SHIPPING PW	1870	1	7401-430-62-46	POSTAGE	105.75	105.75
Total 1870:											
10/14	10/31/2014	92494	543	PAK N SHIP	SHIPPING P/D	1909	1	1000-421-10-46	POSTAGE	22.00	22.00
Total 1909:											
10/14	10/31/2014	92494	543	PAK N SHIP	SHIPPING PW	1953 090214	1	7401-430-62-46	POSTAGE	75.00	75.00
Total 1953 090214:											
10/14	10/31/2014	92494	543	PAK N SHIP	SHIPPING PW	1986	1	7401-430-62-46	POSTAGE	75.00	75.00

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 1986:											
10/14	10/31/2014	92494	543	PAK N SHIP	SHIPPING PMW	1992	1	7401-430-62-46	POSTAGE	15.20	15.20
Total 1992:											
10/14	10/31/2014	92495	1171		TR EX SAC. 11/16/14	102214	1	1000-421-10-45	TRAINING	335.50	335.50
Total 102214:											
10/14	10/31/2014	92496	7960		REFUND GAS OVERPAYMENT	10408204007	1	9999-1001-001	CASH CLEARING - UTILITIES	231.26	231.26
Total 10408204007:											
10/14	10/31/2014	92497	561		RETIREMENT INCENTIVE 11-14	102814	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 102814:											
10/14	10/31/2014	92498	563	POULSEN WELDING SHO	REPAIR GAS MANIFOLD	2576	1	7401-430-62-44	REPAIR AND MAINTENANCE-MI	498.37	498.37
Total 2576:											
10/14	10/31/2014	92499	572	QUILL CORPORATION	PYMNT SHORT TOOK CREDIT	5889814-1	1	1000-419-10-46	SUPPLIES-GENERAL	11.81	11.81
Total 5889814-1:											
10/14	10/31/2014	92499	572	QUILL CORPORATION	DESKPAD, STAPLER, CORREC	6506460	1	1000-422-10-46	SUPPLIES-GENERAL	60.14	60.14
Total 6506460:											
10/14	10/31/2014	92499	572	QUILL CORPORATION	KLEENEXS	6870005	1	7620-430-10-46	SUPPLIES-GENERAL	38.66	38.66
Total 6870005:											
10/14	10/31/2014	92500	7955		REFUND GAS OVERPAYMENT	10305760011	1	9999-1001-001	CASH CLEARING - UTILITIES	12.85	12.85
Total 10305760011:											

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
10/14	10/31/2014	92501	632	SEZZI CONCRETE & MAT	CONCRETE	36282	1	2007-431-20-46	SUPPLIES-GENERAL	494.80	494.80
Total 36282:											
10/14	10/31/2014	92502	1076	SIERRA COFFEE AND BE	CITY HALL SERVICE 10/22/14	43071	1	1000-417-10-46	SUPPLIES-GENERAL	14.50	14.50
Total 43071:											
10/14	10/31/2014	92503	640	SIERRA ELECTRONICS	RADIO REPAIRS	205485	1	1000-421-10-44	RADIO - REPAIR & MAINTENAN	230.45	230.45
Total 205485:											
10/14	10/31/2014	92504	1265	SUSANVILLE PAINT CEN	STAIN	18506	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	14.50	14.50
Total 18506:											
10/14	10/31/2014	92504	1265	SUSANVILLE PAINT CEN	RAGS	18507	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	3.57	3.57
Total 18507:											
10/14	10/31/2014	92505	713		RETIRE INCENTIVE 11/14	102814	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 102814:											
10/14	10/31/2014	92506	7918		REFUND WATER DEPOSIT	10518150003	1	7110-2228-000	DEPOSITS-CUSTOMER	51.22	51.22
Total 10518150003:											
10/14	10/31/2014	92507	718	TRI COUNTY PUMP CO	MOTOR CHECK OUT	4948	1	7110-430-42-43	TECHNICAL SVCS	300.00	300.00
Total 4948:											
10/14	10/31/2014	92508	720	TRI-PACIFIC SUPPLY INC	BAR HOLE PROBE	110912	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	86.19	86.19
Total 110912:											
10/14	10/31/2014	92509	728	U S POSTMASTER	GAS BILLING POSTAGE	103114	1	7401-430-62-46	POSTAGE	271.23	271.23
10/14	10/31/2014	92509	728	U S POSTMASTER	WATER BILLING POSTAGE	103114	2	7110-430-42-46	POSTAGE	526.51	526.51

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 103114:											
10/14	10/31/2014	92510	738	UNITED STATES POSTAL	POSTAGE FOR POSTAGE MET	102814	1	1000-1410-002	INVENTORIES-POSTAGE	797.74	797.74
Total 102814:											
10/14	10/31/2014	92511	749	VERIZON WIRELESS	CELLULAR PHONES - FIRE DEP	9732951918	1	1000-422-10-45	COMMUNICATIONS	76.02	76.02
Total 9732951918:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	PIPE	66004681	1	7401-430-62-46	SUPPLIES-GENERAL	31.38	31.38
Total 66004681:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	IGNITOR CONTROL	66025695	1	7401-430-62-46	SUPPLIES-GENERAL	56.11	56.11
Total 66025695:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	REPAIR BAND	66029475	1	7110-430-42-46	SUPPLIES-GENERAL	430.47	430.47
Total 66029475:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	ELLS	66029890	1	7110-430-42-46	SUPPLIES-GENERAL	14.96	14.96
Total 66029890:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	VALVES	66036910	1	7401-430-62-46	SUPPLIES-GENERAL	187.79	187.79
Total 66036910:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	WATER SERVICE LINE	66043066	1	7110-430-42-46	SUPPLIES-GENERAL	52.68	52.68
Total 66043066:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	GASKETS	66043081	1	7110-430-42-46	SUPPLIES-GENERAL	606.75	606.75
Total 66043081:											

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
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	TUBES, BUSHINGS, ADAPTER	66043821	1	7401-430-62-46	SUPPLIES-GENERAL	1,209.34	1,209.34
Total 66043821:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	BUSHINGS	66043963	1	7401-430-62-46	SUPPLIES-GENERAL	46.07	46.07
Total 66043963:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	PIPE, PIPE STRAPS	66045241	1	7401-430-62-46	SUPPLIES-GENERAL	78.71	78.71
Total 66045241:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	PLUMBING MATERIALS	66045886	1	7401-430-62-46	SUPPLIES-GENERAL	48.91	48.91
Total 66045886:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	IGNITORS	66046035	1	7401-430-62-46	SUPPLIES-GENERAL	74.80	74.80
Total 66046035:											
10/14	10/31/2014	92512	770	WESTERN NEVADA SUP	TUBE RETURNED	CM66043821	1	7401-430-62-46	SUPPLIES-GENERAL	985.84	985.84
Total CM66043821:											
10/14	10/31/2014	92513	7362	WHEELER, TAMMY	REIM BAR SALES 101914	101914	1	7530-2205-008	RESTAURANT BAR SALES TO V	71.09	71.09
Total 101914:											
10/14	10/31/2014	92514	783	WOMACK PLUMBING	RETURN DEPOSIT	102714	1	1001-2228-001	DEPOSITS-CURB, GUTTER, SID	160.00	160.00
Total 102714:											
Grand Totals:										64,417.83	64,417.83

M = Manual Check, V = Void Check

Report Criteria:

Report type: GL detail

Check Voided = False

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/14	11/06/2014	92515	1465	ACCAPS	MEMBERSHIP DUES	11/04/14	1	1000-417-10-48	DUES AND MEMBERSHIPS	2,000.00	2,000.00
Total 11/04/14:											
11/14	11/06/2014	92516	7967		REFUND WATER DEPOSIT	10321000003	1	7110-2228-000	DEPOSITS-CUSTOMER	41.70	41.70
Total 10321000003:											
11/14	11/06/2014	92517	148	COMPUTER LOGISTICS	MONTHLY SER 2HRS	63808	1	1000-417-10-43	TECHNICAL SVCS	220.00	220.00
Total 63808:											
11/14	11/06/2014	92517	148	COMPUTER LOGISTICS	ANTI VIRUS-BARRACUDA 200G	63824	1	1000-417-10-43	TECHNICAL SVCS	50.00	50.00
Total 63824:											
11/14	11/06/2014	92517	148	COMPUTER LOGISTICS	EMAIL & IPHONE SUPPORT	63863	1	1000-417-10-43	TECHNICAL SVCS	285.10	285.10
Total 63863:											
11/14	11/06/2014	92518	7969		REFUND GAS DEPOSIT	10207850013	1	7401-2228-000	DEPOSITS-CUSTOMER	175.21	175.21
Total 10207850013:											
11/14	11/06/2014	92519	94	DEPT OF FORESTRY & FI	ACCOUNTABILITY TAGS	122344	1	1000-422-10-43	TECHNICAL SVCS	70.00	70.00
Total 122344:											
11/14	11/06/2014	92520	194	DIAMOND SAW SHOP IN	SUPPLIES	13063	1	1000-452-20-46	SUPPLIES-GENERAL	2,334.90	2,334.90
Total 13063:											
11/14	11/06/2014	92521	216	EAA CHAPTER 794 INC.	1/2 AIR FAIR INSURANCE 2014	081614	1	7630-411-40-45	INS AIRPORT AIR SHOW	436.00	436.00

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 081614:											
11/14	11/06/2014	92522	1336	EMERGENCY EQUIPMEN	SCBA PARTS	63128	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	280.89	280.89
Total 63128:											
11/14	11/06/2014	92522	1336	EMERGENCY EQUIPMEN	SCBA PARTS	63134	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	1,348.66	1,348.66
Total 63134:											
11/14	11/06/2014	92522	1336	EMERGENCY EQUIPMEN	SCBA PARTS	63137	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	40.00	40.00
Total 63137:											
11/14	11/06/2014	92523	238	FASTENAL COMPANY	SQUEEGE	61188	1	1000-422-10-46	SUPPLIES-GENERAL	114.03	114.03
Total 61188:											
11/14	11/06/2014	92524	241	FEATHER PUBLISHING C	G/C 2015 CONTRACT	00001967 103014	1	7530-451-52-45	ADVERTISING	702.00	702.00
Total 00001967 103014:											
11/14	11/06/2014	92524	241	FEATHER PUBLISHING C	RUS CARDS	037549	1	1000-413-20-46	SUPPLIES-GENERAL	76.59	76.59
Total 037549:											
11/14	11/06/2014	92524	241	FEATHER PUBLISHING C	AD POOL DESIGN 10/1-10/28	PO#7655 ACT #437	1	1000-452-22-45	ADVERTISING	782.10	782.10
Total PO#7655 ACT #437:											
11/14	11/06/2014	92525	1093	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	476949A	1	7110-430-42-43	TECHNICAL SVCS	105.00	105.00
Total 476949A:											
11/14	11/06/2014	92526	312	HISTORIC USA	5%FEE 10/14 COLLECTIONS	110414	1	8401-2228-000	DEPOSITS PAYABLE	32.19	32.19
11/14	11/06/2014	92526	312	HISTORIC USA	5%FEE 10/14 COLLECTIONS	110414	2	1000-415-10-34	REIMBURSEMENTS (HUSALAF	32.19-	32.19-
11/14	11/06/2014	92526	312	HISTORIC USA	10/14 COLLECTIONS, NET	110414	3	8401-2228-000	DEPOSITS PAYABLE	611.56	611.56

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 110414:											
11/14	11/06/2014	92527	362	KAUFFMAN, BILL	CITY HALL JANITORIAL SVCS	298223	1	1000-417-10-44	CUSTODIAL	611.56	611.56
Total 298223:											
11/14	11/06/2014	92528	374	L N CURTIS & SONS	RUBBER BUNKER	133231400	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	650.00	650.00
Total 133231400:											
11/14	11/06/2014	92529	437	LMUD	GOLF COURSE IRR WELL30 HP	122907 102214	1	7530-451-52-46	ELECTRICITY	1,290.37	1,290.37
Total 122907 102214:											
11/14	11/06/2014	92529	437	LMUD	GOLF COURSE PUMP STATION	122910 102214	1	7530-451-52-46	ELECTRICITY	728.28	728.28
Total 122910 102214:											
11/14	11/06/2014	92529	437	LMUD	GOLF COURSE IRR PUMP/8TH	122929 102214	1	7530-451-52-46	ELECTRICITY	615.63	615.63
Total 122929 102214:											
11/14	11/06/2014	92529	437	LMUD	GOLF COURSE PUMP HOUSE	132052 102214	1	7530-451-52-46	ELECTRICITY	17.01	17.01
Total 132052 102214:											
11/14	11/06/2014	92529	437	LMUD	470-895 CIRCLE DR	144281 102214	1	7530-451-52-46	ELECTRICITY	736.70	736.70
Total 144281 102214:											
11/14	11/06/2014	92529	437	LMUD	1505 MAIN ST	2876 102214	1	1000-422-10-46	ELECTRICITY	717.06	717.06
Total 2876 102214:											
11/14	11/06/2014	92529	437	LMUD	LITTLE LEAGUE PARK AREA U	3522 102214	1	1000-452-20-46	ELECTRICITY	32.97	32.97
Total 3522 102214:											

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
11/14	11/06/2014	92529	437	LMUD	925 SIERRA RD SPORTS CTR	60453 102214	1	1000-452-20-46	ELECTRICITY	10.00	10.00
Total 60453 102214:											
11/14	11/06/2014	92529	437	LMUD	GOLF COURSE CLUB HOUSE	7394 102214	1	7530-451-52-46	ELECTRICITY	93.92	93.92
Total 7394 102214:											
11/14	11/06/2014	92529	437	LMUD	GOLF COURSE CART BARN 2	7400 102214	1	7530-451-52-46	ELECTRICITY	24.87	24.87
Total 7400 102214:											
11/14	11/06/2014	92529	437	LMUD	GOLF COURSE BARN 1 & 3	9312 102214	1	7530-451-52-46	ELECTRICITY	10.14	10.14
Total 9312 102214:											
11/14	11/06/2014	92530	534	OTIS ELEVATOR COMPA	SERVICE CALL CITY HALL	SV21351001	1	1000-417-10-44	FACILITY - REPAIR & MAINTEN	1,108.78	1,108.78
Total SV21351001:											
11/14	11/06/2014	92531	7965	PARKS RANCH INC.	CARL MOYER GRANT	102814	1	8405-430-10-48	GRANTS	30,128.00	30,128.00
Total 102814:											
11/14	11/06/2014	92532	7968		REFUND WAER DEPOSIT	1030260006	1	7110-2228-000	DEPOSITS-CUSTOMER	75.00	75.00
11/14	11/06/2014	92532	7968		REFUND WAER OVERPAYMEN	1030260006	2	9999-1001-001	CASH CLEARING - UTILITIES	74.62	74.62
Total 1030260006:											
11/14	11/06/2014	92533	582	RAY MORGAN CO INC	FIRE COPIER 11/26/14-12/25/14	763654	1	1000-422-10-44	RENT & LEASES EQUIP & VEHI	32.12	32.12
Total 763654:											
11/14	11/06/2014	92534	632	SEZZI CONCRETE & MAT	SUPPLIES FOR CITY HALL	36217	1	3015-417-10-44	CONSTRUCTION SERVICES	411.67	411.67
Total 36217:											
11/14	11/06/2014	92534	632	SEZZI CONCRETE & MAT	SUPPLIES FOR CITY HALL	36221	1	3015-417-10-44	CONSTRUCTION SERVICES	338.95	338.95

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 36221:											
11/14	11/06/2014	92535	1435	SKY HIGH ROOFING	REPAIR EXISTING ROOF	576	1	1000-421-10-44	FACILITY - REPAIR & MAINTEN	768.00	768.00
Total 576:											
11/14	11/06/2014	92536	1023	TALIA, PETER M.	CITY ATTORNEY 9/26/14-10/25/	110214	1	1000-412-10-43	PROFESSIONAL SVCS	2,692.50	2,692.50
Total 110214:											
11/14	11/06/2014	92537	696	TECH SERVICES	MONTH MAINT. FEE TO AWOS III/	1561	1	7201-430-81-43	TECHNICAL SVCS	575.00	575.00
Total 1561:											
11/14	11/06/2014	92538	530	U.S. BANK EQUIPMENT F	COPIER - FIRE DEPARTMENT	263456477	1	1000-422-10-44	RENT & LEASES EQUIP & VEHI	160.96	160.96
Total 263456477:											
11/14	11/06/2014	92539	7966		REFUND GAS DEPOSIT	10107000317	1	7401-2228-000	DEPOSITS-CUSTOMER	190.06	190.06
Total 10107000317:											
11/14	11/06/2014	92540	1378	ZITO MEDIA	CABLE 10/2014	356225062 10/14	1	1000-422-10-45	COMMUNICATIONS	35.75	35.75
Total 356225062 10/14:											
Grand Totals:										51,369.48	51,369.48

Report Criteria:

Report type: GL detail

Check Voided = False

Reviewed by: JGH City Administrator
 City Attorney

 Motion Only
 X Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Jared G. Hancock, City Administrator

Action Date: November 19, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 14-5114 Variance request to minimum lot width and front yard setback requirements as per Municipal Code Section 16.16.130

PRESENTED BY: Craig Sanders, City Planner

BACKGROUND: At the November 5, 2014 meeting the Council continued this item with direction to staff to review the project to determine if findings could be made to approve the requested variances and to research appropriate condition that may be applied to address the Council's concerns over site's access and a lack of minimum development standards. This item was continued 2 weeks with the belief that the necessary work could be completed in that time, however, additional time is needed to complete the research. It is requested that this item be continued to the December 3, 2014 meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to continue this item to December 3, 2014.

Reviewed by: JA City Administrator
 ___ City Attorney

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

Submitted By: James Moore, Battalion Chief

Action Date: November 19, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 14-5123 approving Agreement for Fire Training Center

PRESENTED BY: James Moore, Battalion Chief

SUMMARY: In 2002 the City entered into a five-year agreement with fire departments in the area and the Lassen County Fire Officers Association (LCFOA) to use the Fire Training Center at the Susanville Municipal Airport property. A few modifications were made to the agreement regarding the restriction of alcohol and drug use and that any construction upon property must be pre-approved by the City. The signature pages have also been updated to allow all local fire agencies to be able to use the facility.

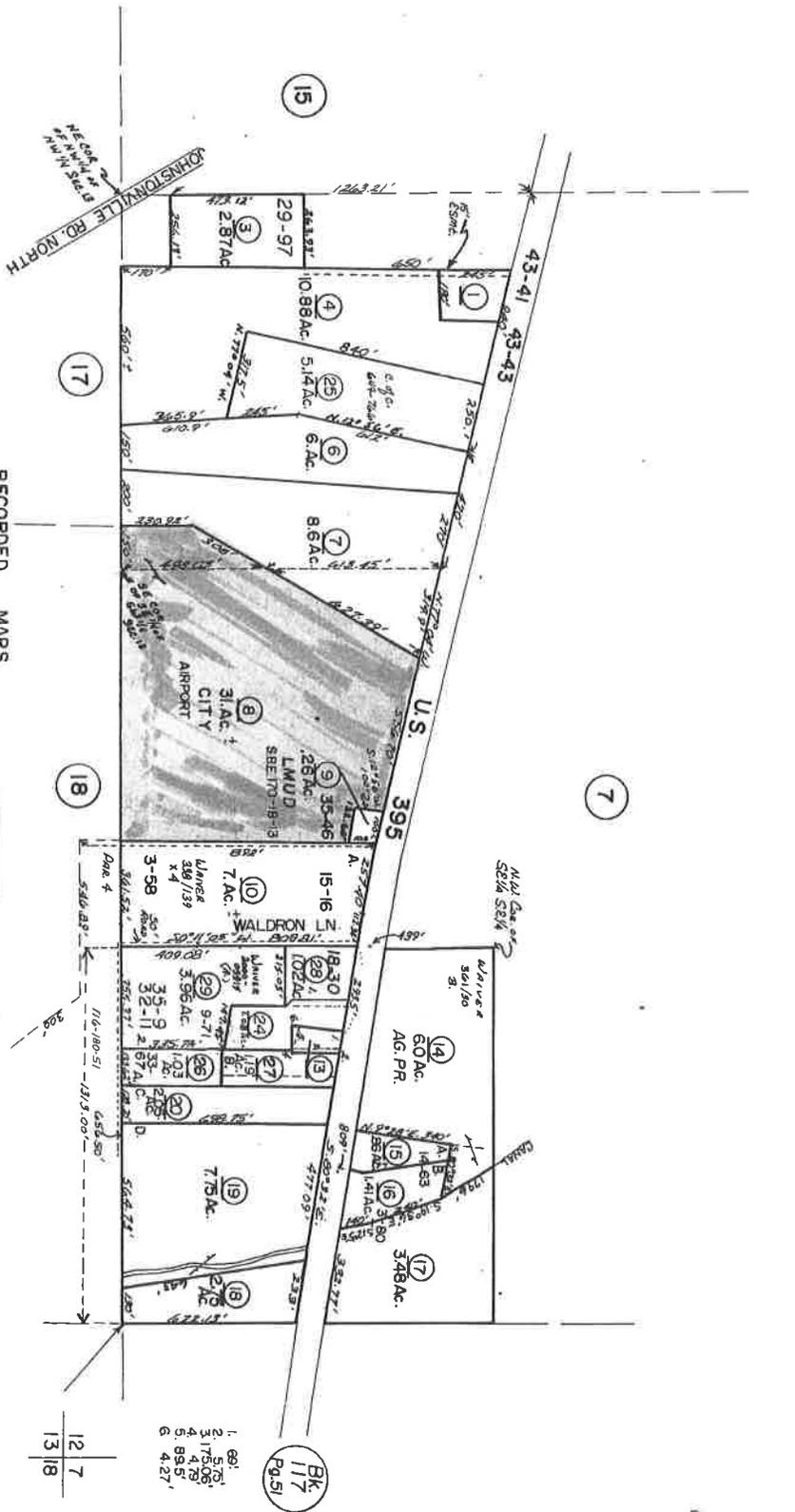
The Fire Training Center is a vital part of our Fire training community as it allows the use of live fire for training exercises, and this type of training is otherwise quite expensive and difficult to schedule in our region. It also allows the local Fire Departments to train together and build strong inter-departmental working relationships.

FISCAL IMPACT: None.

ACTION

REQUESTED: Motion to approve Resolution No. 14-5123 approving agreement for fire training center

ATTACHMENTS: Resolution No. 14-5123
Agreement for Fire Training Center



RECORDED MAPS		Name	
Map Bk.	Pg.	Map Bk.	Pg.
RS 3	58	RS 43	41
RS 7	80	RS 43	43
RS 7	71	RS 43	43
RS 14	63/64		
RS 15	30		
RS 18	97		
RS 29	11		
RS 33	57/69		
RS 33	48		
RS 33	48		

NOTE - Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 116 Pg. 16
County of Lassen, Calif.

- 1 69'
- 2 175.06'
- 3 479'
- 4 89.5'
- 5 4.27'
- 6 12 7
- 7 13 8

CITY OF SUSANVILLE
AIRPORT TRAINING FACILITY
USE AGREEMENT

This AGREEMENT, dated _____, 2014, is by and between the CITY OF SUSANVILLE, a municipal corporation and general law city, hereinafter referred to as "CITY" and the fire suppression agencies listed on Attachment A, hereinafter referred to as "DEPARTMENTS". The LASSEN COUNTY FIRE OFFICERS ASSOCIATION, hereinafter referred to as "LCFOA" is an ancillary party to this AGREEMENT.

Purpose of Agreement

1. The purpose of this AGREEMENT is to state the terms and conditions under which DEPARTMENTS will use the Airport Fire Training Facility, located on CITY property at the CITY Airport, south side of Highway 395 North, hereinafter referred to as "TRAINING FACILITY".

Use of TRAINING FACILITY

2. DEPARTMENTS shall be permitted to use the TRAINING FACILITY during the course of this AGREEMENT to conduct fire related training. Training may include, but not limited to: live fire burns, laddering, rappelling, victim search, smoke drills, and other fire and rescue safety training. New construction, or relocation of buildings, sheds, or trailers are not permitted without prior approval, in writing, from the CITY.

TRAINING FACILITY Boundary

3. For the purpose of this AGREEMENT, the TRAINING FACILITY is defined as that area fenced and gated in the northwest corner of the CITY'S airport property, which is located between Johnstonville Road (to the south) and US Highway 395 (to the north) and all buildings, props, and tanks within the fenced enclosure.

LCFOA Responsibilities

4. LCFOA will assume the following responsibilities in order to give the CITY a single point of contact for most issues and to coordinate DEPARTMENT activities.
 - a. LCFOA will serve as liaison between CITY and DEPARTMENTS. This role includes, but is not limited to: establishment and modification of this AGREEMENT, and conflict resolution.
 - b. LCFOA will develop a comprehensive set of rules for use of the TRAINING FACILITY and distribute them to DEPARTMENTS. These rules should address issues such as sanitation, repairs, and maintenance of the TRAINING FACILITY.
 - c. LCFOA will assume responsibility for the routine costs associated with the normal operation and maintenance of the TRAINING FACILITY. This will include, but not be

- limited to: electricity, fences, water systems, storage sheds, burn buildings, and training props.
- d. LCFOA will place locks on the TRAINING FACILITY gates for security purposes and provide duplicate keys to CITY.
 - e. LCFOA will negotiate with the CITY to establish a centralized schedule for use of the TRAINING CENTER. The Susanville City Fire Department, or any other entity acceptable to the CITY, will hold and coordinate the schedule.

CITY Responsibility

5. CITY agrees to:

- a. CITY will provide access to the TRAINING FACILITY to DEPARTMENTS for education purposes as set forth in paragraph 2 hereof.
- b. CITY will give DEPARTMENTS and Susanville City Fire Department priority use of the TRAINING FACILITY. Use by other entities will be negotiated between CITY and LCFOA.

DEPARTMENTS Responsibilities

6. DEPARTMENTS agree to:

- a. DEPARTMENTS shall provide CITY with proof of public liability insurance in the minimum amount of \$1,000,000 for one person and \$1,000,000 for more than one person, for loss resulting in bodily injury or death. A certificate naming CITY as additional insured shall be provided to CITY prior to use by DEPARTMENTS. CITY may agree to alternative insurance arrangements when deemed appropriate by CITY (i.e. Self Insured Agencies).
- b. DEPARTMENTS shall provide CITY with proof of workers compensation insurance covering all persons using the TRAINING FACILITY.
- c. All persons on the grounds of the TRAINING FACILITY who are involved with DEPARTMENTS or LCFOA training or activities, shall be members of their respective DEPARTMENTS and subject to the direct supervision and control of their governing bodies.
- d. DEPARTMENTS shall not allow the possession or consumption of alcoholic beverages or controlled substances at any time while at the TRAINING FACILITY or on CITY property. Violation of this paragraph shall result in immediate cancellation of this AGREEMENT with the offending DEPARTMENTS.

Compliance with Statutes, Ordinances, and Regulations

7. In performing the services allowed and required under this AGREEMENT, LCFOA and DEPARTMENTS shall comply with all applicable Federal, State, County, and CITY statutes, ordinances, and regulations.

Mutual Release and Hold Harmless Agreement

8. DEPARTMENTS and CITY agree to:

- a. DEPARTMENTS, their successors and assigns, hereby release CITY from any and all liability for personal injury or property damage arising out of DEPARTMENTS' use

of TRAINING FACILITY due to any intentional or negligent acts, errors, or omissions on the part of DEPARTMENTS, their officers, employees, and volunteers; AND agree to hold CITY free, clear and harmless from any and all claims and demands whatsoever for personal injury or property damage due to any intentional or negligent acts, errors, or omissions on the part of DEPARTMENTS, their officers, officials, employees, and volunteers.

- b. CITY, its successors and assigns, hereby release DEPARTMENTS from any and all liability for personal injury or property damage arising out of CITY'S use of TRAINING FACILITY due to any intentional or negligent acts, errors, or omissions on the part of the CITY, its officers, officials, employees, and volunteers; AND agree to hold DEPARTMENTS free, clear, and harmless from any and all claims and demands whatsoever for personal injury or property damage due to any intentional or negligent acts, errors, or omissions on the part of CITY, its officers, officials, employees, and volunteers.

Assignment

- 9. This AGREEMENT shall not be assignable by any of the participating parties without the prior written consent of the other parties.

Term of AGREEMENT

- 10. The term of this AGREEMENT shall commence on the 19th day of November, and shall continue in full force and affect through 2019, unless a party voluntarily terminates their participation at an earlier time. Termination shall be by 30 day written notice from any of the participating parties to all the others. Termination of any one party's participation (except CITY) shall not invalidate the AGREEMENT for the remaining parties. Additional DEPARTMENTS may be added to this AGREEMENT. In that event, additional signature pages will be added after page 6 of this document. CITY will retain the originals of this AGREEMENT and any additional signature pages.

Entire AGREEMENT

- 11. This AGREEMENT constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, statements, or representations, either oral or in writing.

Executed at Susanville, Lassen County, California, on the dates listed below.

CITY OF SUSANVILLE

Mayor

Date

ATTEST:

City Clerk

Date

Approved as to Form:

City Attorney

Date

Susan River Fire Protection District

Date

Janesville Fire Protection District

Date

Standish-Litchfield Fire Protection District

Date

Cal-Fire Lassen-Modoc-Plumas Unit

Date

Milford Fire Protection District

Date

Lake Forest Fire Department CSD

Date

Westwood Fire Department CSD

Date

Sierra Army Depot Fire Department

Date

California Correctional Center Fire

Date

Spalding Fire Department CSD

Date

Stones-Bengard Fire Department CSD

Date

Herlong Fire Department CSD

Date

Bureau of Land Management Nor-Cal

Date

Lassen National Forest

Date

Attachment A

Susan River Fire Protection District
Janesville Fire Protection District
Standish-Litchfield Fire Protection District
Cal-Fire Lassen-Modoc-Plumas Unit
Milford Fire Protection District
Lake Forest Fire Department CSD
Westwood Fire Department CSD
Sierra Army Depot Fire Department
California Correctional Center Fire
Spalding Fire Department CSD
Stones-Bengard Fire Department CSD
Herlong Fire Department CSD
Bureau of Land Management Nor-Cal
Lassen National Forest

Reviewed by: JGH City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Heidi Whitlock, Assistant to the City Administrator

Action Date: November 19, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT:

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The Honey Lake Valley Recreation Authority is in the process of acquiring both the Roosevelt Pool property and a portion of the adjacent parcel located at 720 Richmond Road for the purpose of building a new community swimming pool. The combined properties will become one with the completion of a lot line adjustment. The process of performing the LLA requires completing the correct applications and paying an application fee to the City. The JPA is requesting the City waive the application fee of \$600.00 to perform the lot line adjustment. The JPA will be paying the direct costs associated with the approval and recording of the LLA.

FISCAL IMPACT: \$600.00 – lot line adjustment application fee.

ACTION REQUESTED: Motion to waive the lot line adjustment application fee.

ATTACHMENTS: None.

Reviewed by: JS City Administrator
 _____ City Attorney

____ Motion only
 ____ Public Hearing
X Resolution
 ____ Ordinance
 ____ Information

Submitted By: Deborah Savage, Finance Manager

Action Date: November 19, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 14-5121** Approving Interfund Loan Agreement between the City of Susanville General Fund (Borrower) and the CDBG Revolving Loan and State Economic Development Revolving Loan Special Revenue Funds (Lenders)

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: The City of Susanville made the following loans to the Susanville Community Development Agency in 2001 and 2002 for the preparation and implementation of a redevelopment plan:

1. May 17, 2000	\$100,000	Reso No. 00-3324
2. May 17, 2000	74,983	Reso No. 00-3316
3. June 20, 2001	70,000	Reso No. 01-3442
4. September 19, 2001	<u>40,000</u>	Reso No. 01-3468
	<u>\$284,983</u>	

These loans were made from the CDBG Revolving Loan Special Revenue Fund and the State Economic Revolving Special Revenue Fund. The Susanville Community Development Agency and the City of Susanville entered into promissory notes for these loans. The loans had no required payback date. The Susanville Community Development Agency was dissolved on February 1, 2012 before any repayment was made. The obligation for repayment of these loans was assumed by the City of Susanville when we became the successor agency with the dissolution of the Susanville Community Development Agency. Accordingly, this resolution is to approve the interfund loan agreements of the CDBG and State Economic Development Revolving Loan Special Revenue Funds and the General Fund.

While updating the loan agreements, we have the opportunity to revise terms of their repayment. Accordingly staff recommends that (1) the interest rate be revised and (2) a finite repayment period be added.

The initial promissory notes called for the prior Susanville Community Development Agency loans to accumulate interest at the rate of 6% per year. However, interest has not been recorded in the City's accounting records on these loans since fiscal year 2006-07. The 6% interest rate appears excessive in the low-interest rate environment

that we have experienced the last several years. Therefore, staff recommends that the City charge interest on these interfund loans at the rate that it earns interest on funds invested in the Local Agency Investment Fund (LAIF). That rate varied from 0.24% to 6.52% since the loans originated and has been less than 1% for the past four years. We retroactively recalculated the amount of interest that accrued on these loans using the LAIF rates from inception through September 30, 2014 as shown on the attached schedule. This schedule shows the loan balances grew to \$247,501 and \$139,266, respectively, for the State Economic Revolving Loan Special Revenue Fund and the CDBG Revolving Loan Special Revenue Fund as of October 31, 2014. These recalculated balances are the principal of the loans used in the new interfund loan agreements you are being asked to approve. These recalculated loan balances compare favorably to the balances already recorded in the City's accounting records; adjustments netting to \$5,395 will be recorded to increase the loan balances in the general ledger as a result of this restatement of the interest rate.

The original promissory notes had no definite repayment period. Staff recommends that a specific payment period be included in the new interfund loan agreements. Options for Council consideration are:

	<i>Option 1</i>	<i>Option 2</i>	<i>Option 3</i>
	<i>Pay off all now</i>	<i>Pay off over 3 years</i>	<i>Pay off over 5 years</i>
FY 2014-15	\$386,767	\$128,922	\$77,353
FY 2015-16		132,145	79,287
FY 2016-17		135,449	81,269
FY 2017-18			83,301
FY 2018-19			85,384
Total Principal & Interest repayments	<u>\$386,767</u>	<u>\$396,517</u>	<u>\$406,595</u>

FISCAL IMPACT: These loans are already reflected in the City's accounting records and annual financial report. Accruing previously unrecorded interest requires a write up of the loan balances by a net of \$5,395. Selecting a short repayment period for the loans will strengthen General Fund cash balances when the loans are repaid.

ACTION REQUESTED: Consider Resolution No. 14-5121, Approving Interfund Loan Agreement between the City of Susanville General Fund (Borrower) and the CDBG and State Economic Development Revolving Loan Special Revenue Funds (Lenders) and direction to staff on choice of options 1-3.

ATTACHMENTS:

- Resolution No. 14-5121, Approving Interfund Loan Agreement between the City of Susanville General Fund (Borrower) and the CDBG and State Economic Development Revolving Loan Special Revenue Funds (Lenders).
- Interfund Loan Agreement for \$247,501 between City of Susanville General Fund ("Borrower") and City of Susanville CDBG Revolving Special Revenue Fund ("Lender").
- Interfund Loan Agreement for \$139,266 between the City of Susanville General Fund ("Borrower") and City of Susanville State Economic Revolving Special Revenue Fund ("Lender").
- Schedule showing the retroactive recalculation of the loan balances using the LAIF interest rate
- Promissory notes for the original \$100,000, \$74,983.36, \$70,000 and \$40,000 loans

CITY OF SUSANVILLE
INTERFUND LOAN
AGREEMENT

\$247,501

November 19, 2014

This Loan Agreement (the "Agreement") is executed as of November 19, 2014, between the City of Susanville General Fund ("Borrower") and City of Susanville CDBG Revolving Loan Special Revenue Fund ("Lender"). Lender agrees to lend to Borrower, and Borrower agrees to repay to lender an amount equal to the Principal Amount plus accumulated Interest and on the terms set forth in this Agreement as follows:

1. Purpose of the Loan: This loan replaces the following loans made by the City of Susanville CDBG Revolving Loan Fund to the Susanville Community Development Agency:

- May 17, 2000 \$74,983
- June 20, 2001 70,000
- September 19, 2001 40,000

These prior loans are being replaced because the Susanville Community Development Agency was dissolved on February 1, 2012 and the obligation for these prior loans was assumed by the City of Susanville General Fund.

2. Principal Amount: \$247,501, representing the loans discussed in section 1 above and related accumulated interest.
3. Term: The term of this Loan shall begin on November 19, 2014, and continue until paid in full.
4. Interest: Interest shall accrue on the unpaid balance of the loan at the rate earned by the Borrower during the Term on funds invested in the Local Agency Investment Fund ("LAIF").
5. Repayments: The loan shall be repaid from time to time as funds are available to Borrower, but in any event shall be repaid in full by June 30, 2018. All repayments shall be applied first to interest and then to principal.
6. General Provisions: This Agreement constitutes the full Agreement between the Borrower and Lender and no other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified or altered in any respect unless such amendment, modification or alteration has been reduced to writing and approved by City Council.

Approved by City Council on _____

By: Brian Wilson
Title: Mayor, City of Susanville

CITY OF SUSANVILLE
INTERFUND LOAN
AGREEMENT

\$139,266

November 19, 2014

This Loan Agreement (the "Agreement") is executed as of November 19, 2014, between the City of Susanville General Fund ("Borrower") and City of Susanville State Economic Revolving Special Revenue Fund ("Lender"). Lender agrees to lend to Borrower, and Borrower agrees to repay to lender an amount equal to the Principal Amount plus accumulated Interest and on the terms set forth in this Agreement as follows:

1. Purpose of the Loan: This loan replaces the loan made by the City of Susanville State Economic Revolving Loan Fund to the Susanville Community Development Agency on May 17, 2000 in the amount of \$100,000. This prior loan is being replaced because the Susanville Community Development Agency was dissolved on February 1, 2012 and the obligation for this prior loan was assumed by the City of Susanville General Fund.
2. Principal Amount: \$139,266, representing the loans discussed in section 1 above and related accumulated interest.
3. Term: The term of this Loan shall begin on November 19, 2014, and continue until paid in full.
4. Interest: Interest shall accrue on the unpaid balance of the loan at the rate earned by the Borrower during the Term on funds invested in the Local Agency Investment Fund ("LAIF").
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Approved by City Council on _____

By: Brian Wilson
Title: Mayor

CITY OF SUSANVILLE
INTERFUND LOAN
AGREEMENT

\$247,501

November 19, 2014

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• June 20, 2001	70,000
• September 19, 2001	40,000

These prior loans are being replaced because the Susanville Community Development Agency was dissolved on February 1, 2012 and the obligation for these prior loans was assumed by the City of Susanville General Fund.

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Approved by City Council on _____

By: Brian Wilson
Title: Mayor, City of Susanville

CITY OF SUSANVILLE
INTERFUND LOAN
AGREEMENT

\$139,266

November 19, 2014

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Approved by City Council on _____

By: Brian Wilson
Title: Mayor

RESOLUTION NO. 14-5121
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING INTERFUND LOAN AGREEMENTS BETWEEN THE CITY OF
SUSANVILLE GENERAL FUND AND THE CDBG AND STATE ECONOMIC
REVOLVING LOAN SPECIAL REVENUE FUNDS

WHEREAS, the City of Susanville established the Susanville Community Development Agency and issued loans for the preparation and implementation of a redevelopment plan; and

WHEREAS, the Susanville Community Development Agency was dissolved in February 2012 by passage of ABx1 26 and all assets and liabilities of the former Redevelopment Agency were transferred to the General Fund; and

WHEREAS, the City must approve new interfund agreements between the CDBG and State Economic Revolving Loan funds (Lenders) and the General Fund (Borrowers) and approve a repayment schedule; and

WHEREAS, the City has recalculated the interest charges for these loans from 2001 to the present and charged an interest rate based on the quarterly apportionment rates of the Local Agency Investment Fund (LAIF).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville does hereby approve the interfund loan agreements between the City of Susanville General Fund and the CDBG and State Economic Revolving Loan Special Revenue Funds.

APPROVED: _____
Brian R. Wilson, 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 November, 2014.

By the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

CITY OF SUSANVILLE
INTERFUND LOAN
AGREEMENT

\$247,501

November 19, 2014

This Loan Agreement (the "Agreement") is executed as of November 19, 2014, between the City of Susanville General Fund ("Borrower") and City of Susanville CDBG Revolving Loan Special Revenue Fund ("Lender"). Lender agrees to lend to Borrower, and Borrower agrees to repay to lender an amount equal to the Principal Amount plus accumulated Interest and on the terms set forth in this Agreement as follows:

1. Purpose of the Loan: This loan replaces the following loans made by the City of Susanville CDBG Revolving Loan Fund to the Susanville Community Development Agency:

- May 17, 2000 \$74,983
- June 20, 2001 70,000
- September 19, 2001 40,000

These prior loans are being replaced because the Susanville Community Development Agency was dissolved on February 1, 2012 and the obligation for these prior loans was assumed by the City of Susanville General Fund.

2. Principal Amount: \$247,501, representing the loans discussed in section 1 above and related accumulated interest.
3. Term: The term of this Loan shall begin on November 19, 2014, and continue until paid in full.
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6. General Provisions: This Agreement constitutes the full Agreement between the Borrower and Lender and no other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified or altered in any respect unless such amendment, modification or alteration has been reduced to writing and approved by City Council.

Approved by City Council on _____

By: Brian Wilson
Title: Mayor, City of Susanville

CITY OF SUSANVILLE
INTERFUND LOAN
AGREEMENT

\$139,266

November 19, 2014

This Loan Agreement (the "Agreement") is executed as of November 19, 2014, between the City of Susanville General Fund ("Borrower") and City of Susanville State Economic Revolving Special Revenue Fund ("Lender"). Lender agrees to lend to Borrower, and Borrower agrees to repay to lender an amount equal to the Principal Amount plus accumulated Interest and on the terms set forth in this Agreement as follows:

1. Purpose of the Loan: This loan replaces the loan made by the City of Susanville State Economic Revolving Loan Fund to the Susanville Community Development Agency on May 17, 2000 in the amount of \$100,000. This prior loan is being replaced because the Susanville Community Development Agency was dissolved on February 1, 2012 and the obligation for this prior loan was assumed by the City of Susanville General Fund.
2. Principal Amount: \$139,266, representing the loans discussed in section 1 above and related accumulated interest.
3. Term: The term of this Loan shall begin on November 19, 2014, and continue until paid in full.
4. Interest: Interest shall accrue on the unpaid balance of the loan at the rate earned by the Borrower during the Term on funds invested in the Local Agency Investment Fund ("LAIF").
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Approved by City Council on _____

By: Brian Wilson
Title: Mayor

CITY OF SUSANVILLE
HOUSING LOANS - RETROACTIVE RECALCULATION USING LAIF INTEREST RATE
AS OF 10/31/14

Interest: Calculated using LAIF rates rounded to nearest 1/2 month. LAIF rates are as provided quarterly by the State Treasurer and calculated for each fiscal year as follows:

	State Revolving		Interest Rates				
	State Revolving Loan Fund	Economic Development Fund	Sept	Dec	Mar	June	Average
FY 1999-2000:							
5/17/2000 Loan	\$ 74,983	\$ 100,000					
6/30/2000 Interest	\$ 531	\$ 709	5.21%	5.49%	5.80%	6.18%	5.67%
6/30/2000 Subtotal	\$ 75,514	\$ 100,709					
FY 2000-01:							
6/20/2001 Loan	\$ 70,000						
6/30/2001 Interest	\$ 4,798	\$ 6,161	6.47%	6.52%	6.16%	5.32%	6.12%
6/30/2001 Subtotal	\$ 150,312	\$ 106,870					
FY 2001-02:							
9/19/2001 Loan	\$ 40,000						
6/30/2002 Interest	\$ 6,119	\$ 3,660	4.47%	3.52%	2.96%	2.75%	3.43%
6/30/2002 Subtotal	\$ 196,431	\$ 110,530					
FY 2002-03:							
6/30/2003 Interest	\$ 4,267	\$ 2,401	2.63%	2.31%	1.98%	1.77%	2.17%
6/30/2003 Subtotal	\$ 200,699	\$ 112,931					
FY 2003-04:							
6/30/2004 Interest	\$ 3,061	\$ 1,722	1.63%	1.56%	1.47%	1.44%	1.53%
6/30/2004 Subtotal	\$ 203,759	\$ 114,653					
FY 2004-05:							
6/30/2005 Interest	\$ 4,534	\$ 2,551	1.67%	2.00%	2.38%	2.85%	2.23%
6/30/2005 Subtotal	\$ 208,293	\$ 117,204					
FY 2005-06:							
6/30/2006 Interest	\$ 8,004	\$ 4,504	3.18%	3.63%	4.03%	4.53%	3.84%
6/30/2006 Subtotal	\$ 216,296	\$ 121,708					
FY 2006-07:							
6/30/2007 Interest	\$ 11,053	\$ 6,219	4.93%	5.11%	5.17%	5.23%	5.11%
6/30/2007 Subtotal	\$ 227,349	\$ 127,927					
FY 2007-08:							
6/30/2008 Interest	\$ 9,941	\$ 5,594	5.24%	4.96%	4.18%	3.11%	4.37%
6/30/2008 Subtotal	\$ 237,290	\$ 133,521					
FY 2008-09:							
6/30/2009 Interest	\$ 5,179	\$ 2,914	2.77%	2.54%	1.91%	1.51%	2.18%
6/30/2009 Subtotal	\$ 242,469	\$ 136,435					
FY 2009-10:							
6/30/2010 Interest	\$ 1,588	\$ 894	0.90%	0.60%	0.56%	0.56%	0.66%
6/30/2010 Subtotal	\$ 244,057	\$ 137,329					
FY 2010-11:							
6/30/2011 Interest	\$ 1,196	\$ 673	0.51%	0.46%	0.51%	0.48%	0.49%
6/30/2011 Subtotal	\$ 245,253	\$ 138,002					
FY 2011-12:							
6/30/2012 Interest	\$ 920	\$ 518	0.38%	0.38%	0.38%	0.36%	0.38%
6/30/2012 Subtotal	\$ 246,173	\$ 138,519					
FY 2012-13:							
6/30/2013 Interest	\$ 732	\$ 412	0.35%	0.32%	0.28%	0.24%	0.30%
6/30/2013 Subtotal	\$ 246,905	\$ 138,931					
FY 2013-14:							
6/30/2014 Interest	\$ 299	\$ 168	0.26%	0.26%	0.23%	0.22%	0.24%
6/30/2014 Subtotal	\$ 247,204	\$ 139,100					
FY 2014-15:							
10/31/2014 Interest	\$ 297	\$ 167	0.24%				0.24%
10/31/2014 Subtotal	\$ 247,501	\$ 139,266					
12/31/2013 As calculated	\$ 247,501	\$ 139,266					
12/31/2013 Per general ledger	\$ 247,549	\$ 133,823					
12/31/2013 Adjustment needed	\$ (48)	\$ 5,443					

**PROMISSORY NOTE
SUSANVILLE REDEVELOPMENT PROJECT**

\$100,000.00

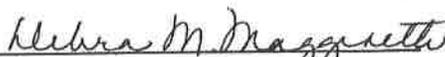
May 17, 2000

1. Amount. FOR VALUE RECEIVED, THE SUSANVILLE COMMUNITY DEVELOPMENT AGENCY, a California redevelopment agency and public body, corporate and politic (the "Agency"), with offices at 66 North Lassen Street, Susanville, CA 96130, promises to pay to the order of the CITY OF SUSANVILLE, Economic Development Program Income Fund, a California municipal corporation, or its successors or assigns (collectively, the "City"), with offices at 66 North Lassen Street, Susanville, CA 96130, or at such other place as the holder of this Promissory Note (the "Note") may designate from time to time, the principal sum of One Hundred Thousand Dollars (\$100,000.00), or so much thereof as may be advanced pursuant to the Loan (as defined below), payable as set forth below.
2. Loan. This Note is issued to evidence a loan in the principal amount of One Hundred Thousand Dollars (\$100,000.00) (the "Loan") made by the City to the Agency pursuant to City Resolution No. 00-3324, adopted by the City Council on May 17, 2000 (the "City Resolution"), Agency Resolution No. RDA 00-014, adopted by the Agency on May 17, 2000 (the "Agency Resolution"), an Agreement Establishing and Providing for Cooperation Between the City and the Agency, dated as of March 15, 2000 (the "Agreement") and the Community Redevelopment Law (California Health & Safety Code §§ 33000 *et seq.*) (the "Law"), including but not limited to Sections 33600 and 33601 thereof. However, references in this Note to the City Resolution, the Agency Resolution or the Agreement or any provision in them shall not directly or, indirectly affect or impair the obligation of each obligor (which term shall mean the Agency, all other makers, sureties, guarantors, endorsers, and all other persons assuming obligations pursuant to this Note) to pay, when due, the principal amount of this note plus interest accrued on the principal amount and all other sums payable under this Note. All capitalized terms used in this Note and not defined herein shall have the meanings given them in the City Resolution, the Agency Resolution, the Agreement or the Law.
3. Interest. The principal amount of this Note bear interest at the rate of six percent (6%) *per annum*.

4. Payments. This Note shall be payable as follows:

4.1 Unless prepaid in full pursuant to Section 5 below, this Note shall be due and payable in full on May 17, 2005.

ATTEST:


Debra M. Maggini, Agency Secretary

- 4.2 Payments on this Note shall be made from and to the extent that funds are legally available to the Agency for such purpose under Section 33670 of the Law or from other sources. Subject to the preceding limitation, the obligation of the Agency and any other obligor to pay, when due, principal and interest on this Note in accordance with the terms of this Note, the City Resolution, the Agency Resolution and the Agreement shall be absolute and unconditional.
5. Prepayment. This Note may be prepaid in whole or in part, without penalty, at any time prior to maturity.
6. Place of Payment. All payments and prepayments under this Note shall be made to the City at the office of the City Finance Director, Susanville City Hall, 66 North Lassen Street, Susanville, CA 96130, or at such other address as the City may specify in writing. Each payment shall be received by the City at the above address no later than 12:00 noon, Pacific Standard Time, in order to be credited to the Agency on the day of receipt. Any payment received after such time shall be deemed received on the next business day.
7. Application of Payments. Payments under this Note, including prepayments, shall be applied first to interest charges and then to the outstanding and unpaid principal amount of this Note. Prepayments of principal shall be applied against installments in inverse order of maturity. The Agency may not re-borrow under this Note. No prepayment shall entitle any person to be subrogated to the rights of the City unless and until this Note has been paid in full.
8. Subordination. Upon prior consent of the City, the Agency's obligation under this Note will be made subordinate and subject to payments due from the Agency on any bonds, notes or other indebtedness issued or incurred (whether before or after the date of this Note) by the Agency to carry out the Susanville Redevelopment Project or the Agency's other activities under the Law. The City's consent shall not be refused unreasonably and shall be granted if satisfactory evidence is submitted that such subordination is necessary to issuance or incurrence of such bonds, notes or other indebtedness. Upon such consent, the City will execute any documentation reasonably necessary to evidence such subordination.
9. Waiver. The Agency waives presentment, demand for payment, notice of protest, notice of dishonor, notice of non-payment and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. No delay in enforcement of this Note or in the exercise of any right or power hereunder shall affect the liability of the Agency or any other obligor. The Agency waives any right of offset it now has or may hereafter have against the City. The City, each of its successors and assigns and each subsequent holder of this Note shall have the rights of a holder in due course as provided in the California Commercial Code and other applicable laws.
10. Delay. No delay or omission by the City in exercising any right under this Note shall

waive such right or any other right of the City, nor shall any delay, omission or waiver on any one occasion bar or waive the same or any other right on any other occasion.

11. Late or Partial Payments. Acceptance of any payment under this Note, or any part of such payment, after the due date shall not waive the City's right to require payment when due of all other sums payable hereunder.

12. General.

12.1 Any payment on this Note coming due on a Saturday, Sunday or day which is a legal holiday in the place where payment is to be made shall be made on the next succeeding day which is a business day in such place. Any such extension of time of payment shall be included in the computation of interest.

12.2 Whenever used in this Note, the words "Agency," "City," "holder" and "obligor" shall include their respective successors and assigns.

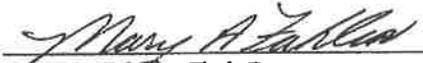
12.3 No provision of this Note shall be modified except by written instrument executed by authorized representatives of the City (or a subsequent holder of this Note) and the Agency, expressly referring to this Note and to the provision modified.

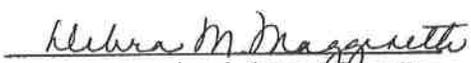
12.4 The provisions of this Note are severable. If any provision or this application in any circumstances is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, constitutionality or enforceability of the remaining provisions of this Note or of application of such provision in other circumstances.

12.5 The provisions of this Note shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law. The provisions of this Note shall be binding on the assigns and successors of the Agency. However, the Agency's obligations under this Note shall not be assigned, delegated to or assumed by any third party without the prior written consent of the City, which will be withheld unreasonably.

The Agency has executed this Note as of the date set forth above.

ATTEST:


Mary A. Fahlen, Chair Person


Debra M. Magginetti, Agency Secretary

I, Debra M. Magginetti, the duly appointed, qualified and acting Clerk of the City of

Susanville, do hereby certify that the within and foregoing is a full, true and correct copy of Resolution No. 00-014 duly and regularly approved by the Susanville Community Development Agency at a regular adjourned meeting thereof held on the 17th day of May, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Susanville all on the 23rd day of March, 2001.

Debra M. Magginetti, City Clerk

**PROMISSORY NOTE
SUSANVILLE REDEVELOPMENT PROJECT**

\$74,983.36

May 17, 2000

1. Amount. FOR VALUE RECEIVED, THE SUSANVILLE COMMUNITY DEVELOPMENT AGENCY, a California redevelopment agency and public body, corporate and politic (the "Agency"), with offices at 66 North Lassen Street, Susanville, CA 96130, promises to pay to the order of the CITY OF SUSANVILLE, Housing Rehabilitation Program Income Fund, a California municipal corporation, or its successors or assigns (collectively, the "City"), with offices at 66 North Lassen Street, Susanville, CA 96130, or at such other place as the holder of this Promissory Note (the "Note") may designate from time to time, the principal sum of Seventy Four Thousand Nine Hundred Eighty Three Dollars and 36/100 (\$74,983.36), or so much thereof as may be advanced pursuant to the Loan (as defined below), payable as set forth below.

2. Loan. This Note is issued to evidence a loan in the principal amount of Seventy Four Thousand Nine Hundred Eighty Three Dollars and 36/100 (\$74,983.36 (the "Loan") made by the City to the Agency pursuant to City Resolution No. 00-3316, adopted by the City Council on May 17, 2000 (the "City Resolution"), Agency Resolution No. RDA 00-013, adopted by the Agency on May 17, 2000 (the "Agency Resolution"), an Agreement Establishing and Providing for Cooperation Between the City and the Agency, dated as of March 15, 2000 (the "Agreement") and the Community Redevelopment Law (California Health and Safety Code §§33000 *et seq.*) (The "Law"), including but not limited to Sections 33600 and 33601 thereof. However, references in this Note to the City Resolution, the Agency Resolution or the Agreement or any provision in them shall not directly or, indirectly affect or impair the obligation of each obligor (which term shall mean the Agency, all other makers, sureties, guarantors, endorsers, and all other persons assuming obligations pursuant to this Note) to pay, when due, the principal amount of this Note plus interest accrued on the principal amount and all other sums payable under this Note. All capitalized terms used in this Note and not defined hereing shall have the meanings given them in the City Resolution, the Agency Resolution, the Agreement or the Law.

3. Interest. The principal amount of this Note bear interest at the rate of six percent (6%) per annum.

4. Payments. This note shall be payable as follows:
 - 4.1 Unless prepaid in full pursuant to Section 5 below, this Note shall be due and payable in full on May 17, 2005.
 - 4.2 Payments on this Note shall be made from and to the extent that funds are legally available to the Agency for such purpose under Section 33670 of the Law or from other sources. Subject to the preceding limitation, the obligation of the Agency

and any other obligor to pay, when due, principal and interest on this Note in accordance with the terms of this Note, the City Resolution, the Agency Resolution and the Agreement shall be absolute and unconditional.

5. Prepayment. This Note may be prepaid in whole or in part, without penalty, at any time prior to maturity.
6. Place of Payment. All payments and prepayments under this Note shall be made to the City at the office of the City Finance Director, Susanville City Hall, 66 North Lassen Street, Susanville, CA 96130, or at such other address as the City may specify in writing. Each payment shall be received by the City at the above address no later than 12:00 noon, Pacific Standard Time, in order to be credited to the Agency on the day of receipt. Any payment received after such time shall be deemed received on the next business day.
7. Application of Payments. Payments under this Note, including prepayments, shall be applied first to interest charges and then to the outstanding and unpaid principal amount of this Note. Prepayments of principal shall be applied against installments in inverse order of maturity. The Agency may not re-borrow under this Note. No prepayment shall entitle any person to be subrogated to the rights of the City unless and until this Note has been paid in full.
8. Subordination. Upon prior consent of the City, the Agency's obligation under this Note will be made subordinate and subject to payments due from the Agency on any bonds, notes or other indebtedness issued or incurred (whether before or after the date of this Note) by the Agency to carry out the Susanville Redevelopment Project or the Agency's other activities under the Law. The City's consent shall not be refused unreasonably and shall be granted if satisfactory evidence is submitted that such subordination is necessary to issuance or incurrence of such bonds, notes or other indebtedness. Upon such consent, the City will execute any documentation reasonably necessary to evidence such subordination.
9. Waiver. The Agency waives presentment, demand for payment, notice of protest, notice of dishonor, notice of nonpayment and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. No delay in enforcement of this Note or in the exercise of any right or power hereunder shall affect the liability of the Agency or any other obligor. The Agency waives any right of offset it now has or may hereafter have against the City. The City, each of its successors and assigns and each subsequent holder of this Note shall have the rights of a holder in due course as provided in the California Commercial code and other applicable laws.
10. Delay. No delay or omission by the City in exercising any right under this Note shall waive such right or any other right of the City, nor shall any delay, omission or waiver on any one occasion bar or waive the same or any other right on any other occasion.

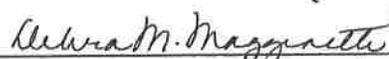
11. Late or Partial Payments. Acceptance of any payment under this Note, or any part of such payment, after the due date shall not waive the City's right to require payment when due of all other sums payable hereunder.
12. General
 - 12.1 Any payment on this Note coming due on a Saturday, Sunday or day which is a legal holiday in the place where payment is to be made shall be made on the next succeeding day which is a business day in such place. Any such extension of time of payment shall be included in the computation of interest.
 - 12.2 Whenever used in this Note, the words "Agency," "City," "holder" and "obligor" shall include their respective successors and assigns.
 - 12.3 No provision of this Note shall be modified except by written instrument executed by authorized representatives of the City (or a subsequent holder of this Note) and the Agency, expressly referring to this Note and to the provision modified.
 - 12.4 The provisions of this Note are severable. If any provision or its application in any circumstances is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, constitutionality or enforceability of the remaining provisions of this Note or of application of such provision in other circumstances.
 - 12.5 The provisions of this Note shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law. The provisions of this Note shall be binding on the assigns and successors of the Agency. However, the Agency's obligations under this Note shall not be assigned, delegated to or assumed by any third party without the prior written consent of the City, which will not be withheld unreasonably.

The Agency has executed this Note as of the date set forth above.

I, Debra M. Magginetti, the duly appointed, qualified and acting Clerk of the City of Susanville, do hereby certify that the within and foregoing is a full, true and correct copy of Resolution No. 00-013 duly and regularly approved by the City of Susanville Community Development Agency at a regular adjourned meeting thereof held on the 17th


 Mary A. Fahlen, Chairperson

ATTEST:


 Debra M. Magginetti, Secretary Community Development Agency

day of May, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the

City of Susanville all on the 23rd day of March, 2001.

Debra M. Maggini, City Clerk

PROMISSORY NOTE
SUSANVILLE REDEVELOPMENT PROJECT

\$70,000.00

June 20, 2001

1. Amount. FOR VALUE RECEIVED, THE SUSANVILLE COMMUNITY DEVELOPMENT AGENCY, a California redevelopment agency and public body, corporate and politic (the "Agency"), with offices at 66 North Lassen Street, Susanville, CA 96130, promises to pay to the order of the CITY OF SUSANVILLE, Fund 740 City Revolving Fund, a California municipal corporation, or its successors or assigns (collectively, the "City"), with offices at 66 North Lassen Street, Susanville, CA 96130, or at such other place as the holder of this Promissory Note (the "Note") may designate from time to time, the principal sum of Seventy Thousand Dollars (\$70,000.00), or so much thereof as may be advanced pursuant to the Loan (as defined below), payable as set forth below.

2. Loan. This Note is issued to evidence a loan in the principal amount of Seventy Thousand Dollars (\$70,000.00) (the "Loan") made by the City to the Agency pursuant to City Resolution No. 01-3442, adopted by the City Council on June 20, 2001 (the "City Resolution"), Agency Resolution No. RDA 01-020, adopted by the Agency on June 20, 2001 (the "Agency Resolution"), an Agreement Establishing and Providing for Cooperation Between the City and the Agency, dated as of March 15, 2000 (the "Agreement") and the Community Redevelopment Law (California Health & Safety Code § 33000 *et seq.*) (the "Law"), including but not limited to Sections 33600 and 33601 thereof. However, references in this Note to the City Resolution, the Agency Resolution or the Agreement or any provision in them shall not directly or, indirectly affect or impair the obligation of each obligor (which term shall mean the Agency, all other makers, sureties, guarantors, endorsers, and all other persons assuming obligations pursuant to this Note) to pay, when due, the principal amount of this Note plus interest accrued on the principal amount and all other sums payable under this Note. All capitalized terms used in this Note and not defined herein shall have the meanings given them in the City Resolution, the Agency Resolution, the Agreement or the Law.

3. Interest. The principal amount of this Note bear interest at the rate of six percent (6%) *per annum*.

4. Payments. This Note shall be payable as follows:

4.1 Unless prepaid in full pursuant to Section 5 below, this Note shall be due and payable in full on June 20, 2006.

4.2 Payments on this Note shall be made from and to the extent that funds are legally

available to the Agency for such purpose under Section 33670 of the Law or from other sources. Subject to the preceding limitation, the obligation of the Agency and any other obligor to pay, when due, principal and interest on this Note in accordance with the terms of this Note, the City Resolution, the Agency Resolution and the Agreement shall be absolute and unconditional.

5. Prepayment. This Note may be prepaid in whole or in part, without penalty, at any time prior to maturity.

6. Place of Payment. All payments and prepayments under this Note shall be made to the City at the office of the City Finance Director, Susanville City Hall, 66 North Lassen Street, Susanville, CA 96130, or at such other address as the City may specify in writing. Each payment shall be received by the City at the above address no later than 12:00 noon, Pacific Standard Time, in order to be credited to the Agency on the day of receipt. Any payment received after such time shall be deemed received on the next business day.

7. Application of Payments. Payments under this Note, including prepayments, shall be applied first to interest charges and then to the outstanding and unpaid principal amount of this Note. Prepayments of principal shall be applied against installments in inverse order of maturity. The Agency may not re-borrow under this Note. No prepayment shall entitle any person to be subrogated to the rights of the City unless and until this Note has been paid in full.

8. Subordination. Upon prior consent of the City, the Agency's obligation under this Note will be made subordinate and subject to payments due from the Agency on any bonds, notes or other indebtedness issued or incurred (whether before or after the date of this Note) by the Agency to carry out the Susanville Redevelopment Project or the Agency's other activities under the Law. The City's consent shall not be refused unreasonably and shall be granted if satisfactory evidence is submitted that such subordination is necessary to issuance or incurrence of such bonds, notes or other indebtedness. Upon such consent, the City will execute any documentation reasonably necessary to evidence such subordination.

9. Waiver. The Agency waives presentment, demand for payment, notice of protest, notice of dishonor, notice of nonpayment and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. No delay in enforcement of this Note or in the exercise of any right or power hereunder shall affect the liability of the Agency or any other obligor. The Agency waives any right of offset it now has or may hereafter have against the City. The City, each of its successors and assigns and each subsequent holder of this Note shall have the rights of a holder in due course as provided in the California Commercial Code and other applicable laws.

10. Delay. No delay or omission by the City in exercising any right under this Note shall waive

such right or any other right of the City, nor shall any delay, omission or waiver on any one occasion bar or waive the same or any other right on any other occasion.

11. Late or Partial Payments. Acceptance of any payment under this Note, or any part of such payment, after the due date shall not waive the City's right to require payment when due of all other sums payable hereunder.

12. General.

12.1 Any payment on this Note coming due on a Saturday, Sunday or day which is a legal holiday in the place where payment is to be made shall be made on the next succeeding day which is a business day in such place. Any such extension of time of payment shall be included in the computation of interest.

12.2 Whenever used in this Note, the words "Agency," "City," "holder" and "obligor" shall include their respective successors and assigns.

12.3 No provision of this Note shall be modified except by written instrument executed by authorized representatives of the City (or a subsequent holder of this Note) and the Agency, expressly referring to this Note and to the provision modified.

12.4 The provisions of this Note are severable. If any provision or its application in any circumstances is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, constitutionality or enforceability of the remaining provisions of this Note or of application of such provision in other circumstances.

12.5 The provisions of this Note shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law. The provisions of this Note shall be binding on the assigns and successors of the Agency. However, the Agency's obligations under this Note shall not be assigned, delegated to or assumed by any third party without the prior written consent of the City, which will not be withheld unreasonably.

The Agency has executed this Note as of the date set forth above.

SUSANVILLE COMMUNITY DEVELOPMENT
AGENCY

PROMISSORY NOTE
SUSANVILLE REDEVELOPMENT PROJECT

\$40,000.00

September 19,2001

1. Amount. FOR VALUE RECEIVED, THE SUSANVILLE COMMUNITY DEVELOPMENT AGENCY, a California redevelopment agency and public body, corporate and politic (the "Agency"), with offices at 66 North Lassen Street, Susanville, CA 96130, promises to pay to the order of the CITY OF SUSANVILLE, Fund 740 City Revolving Fund, a California municipal corporation, or its successors or assigns (collectively, the "City"), with offices at 66 North Lassen Street, Susanville, CA 96130, or at such other place as the holder of this Promissory Note (the "Note") may designate from time to time, the principal sum of Forty Thousand Dollars (\$40,000.00), or so much thereof as may be advanced pursuant to the Loan (as defined below), payable as set forth below.

2. Loan. This Note is issued to evidence a loan in the principal amount of Forty Thousand Dollars (\$40,000.00) (the "Loan") made by the City to the Agency pursuant to City Resolution No. 01-3468, adopted by the City Council on September 19, 2001 (the "City Resolution"), Agency Resolution No. RDA 01-021, adopted by the Agency on September 19, 2001 (the "Agency Resolution"), an Agreement Establishing and Providing for Cooperation Between the City and the Agency, dated as of March 15, 2000 (the "Agreement") and the Community Redevelopment Law (California Health & Safety Code §§ 33000 *et seq.*) (the "Law"), including but not limited to Sections 33600 and 33601 thereof. However, references in this Note to the City Resolution, the Agency Resolution or the Agreement or any provision in them shall not directly or, indirectly affect or impair the obligation of each obligor (which term shall mean the Agency, all other makers, sureties, guarantors, endorsers, and all other persons assuming obligations pursuant to this Note) to pay, when due, the principal amount of this Note plus interest accrued on the principal amount and all other sums payable under this Note. All capitalized terms used in this Note and not defined herein shall have the meanings given them in the City Resolution, the Agency Resolution, the Agreement or the Law.

3. Interest. The principal amount of this Note bear interest at the rate of six percent (6%) *per annum*.

4. Payments. This Note shall be payable as follows:

4.1 Unless prepaid in full pursuant to Section 5 below, this Note shall be due and payable in full on September 19, 2006.

4.2 Payments on this Note shall be made from and to the extent that funds are legally

available to the Agency for such purpose under Section 33670 of the Law or from other sources. Subject to the preceding limitation, the obligation of the Agency and any other obligor to pay, when due, principal and interest on this Note in accordance with the terms of this Note, the City Resolution, the Agency Resolution and the Agreement shall be absolute and unconditional.

5. Prepayment. This Note may be prepaid in whole or in part, without penalty, at any time prior to maturity.

6. Place of Payment. All payments and prepayments under this Note shall be made to the City at the office of the City Finance Director, Susanville City Hall, 66 North Lassen Street, Susanville, CA 96130, or at such other address as the City may specify in writing. Each payment shall be received by the City at the above address no later than 12:00 noon, Pacific Standard Time, in order to be credited to the Agency on the day of receipt. Any payment received after such time shall be deemed received on the next business day.

7. Application of Payments. Payments under this Note, including prepayments, shall be applied first to interest charges and then to the outstanding and unpaid principal amount of this Note. Prepayments of principal shall be applied against installments in inverse order of maturity. The Agency may not re-borrow under this Note. No prepayment shall entitle any person to be subrogated to the rights of the City unless and until this Note has been paid in full.

8. Subordination. Upon prior consent of the City, the Agency's obligation under this Note will be made subordinate and subject to payments due from the Agency on any bonds, notes or other indebtedness issued or incurred (whether before or after the date of this Note) by the Agency to carry out the Susanville Redevelopment Project or the Agency's other activities under the Law. The City's consent shall not be refused unreasonably and shall be granted if satisfactory evidence is submitted that such subordination is necessary to issuance or incurrence of such bonds, notes or other indebtedness. Upon such consent, the City will execute any documentation reasonably necessary to evidence such subordination.

9. Waiver. The Agency waives presentment, demand for payment, notice of protest, notice of dishonor, notice of nonpayment and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. No delay in enforcement of this Note or in the exercise of any right or power hereunder shall affect the liability of the Agency or any other obligor. The Agency waives any right of offset it now has or may hereafter have against the City. The City, each of its successors and assigns and each subsequent holder of this Note shall have the rights of a holder in due course as provided in the California Commercial Code and other applicable laws.

10. Delay. No delay or omission by the City in exercising any right under this Note shall waive

such right or any other right of the City, nor shall any delay, omission or waiver on any one occasion bar or waive the same or any other right on any other occasion.

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12. General.

12.1 Any payment on this Note coming due on a Saturday, Sunday or day which is a legal holiday in the place where payment is to be made shall be made on the next succeeding day which is a business day in such place. Any such extension of time of payment shall be included in the computation of interest.

12.2 Whenever used in this Note, the words "Agency," "City," "holder" and "obligor" shall include their respective successors and assigns.

12.3 No provision of this Note shall be modified except by written instrument executed by authorized representatives of the City (or a subsequent holder of this Note) and the Agency, expressly referring to this Note and to the provision modified.

12.4 The provisions of this Note are severable. If any provision or its application in any circumstances is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, constitutionality or enforceability of the remaining provisions of this Note or of application of such provision in other circumstances.

12.5 The provisions of this Note shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law. The provisions of this Note shall be binding on the assigns and successors of the Agency. However, the Agency's obligations under this Note shall not be assigned, delegated to or assumed by any third party without the prior written consent of the City, which will not be withheld unreasonably.

The Agency has executed this Note as of the date set forth above.

SUSANVILLE COMMUNITY DEVELOPMENT AGENCY

By: _____
Mary A. Fahlen, Chairperson

ATTEST:

Debra M. Maggini, Agency Secretary

Reviewed by: JGA City Administrator
 City Attorney

 Motion Only
 Public Hearing
 Resolution
 X Ordinance
 Information

Submitted By: Thomas V. Downing, Chief of Police

Action Date: November 19, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance Number 14-0997 Amending Title 17 of the Susanville Municipal Code to regulate the cultivation of Medical Marijuana

PRESENTED BY: Thomas V. Downing, Chief of Police

SUMMARY:

On August 6, 2014 the City Council considered an ordinance concerning medical marijuana cultivation. The proposed ordinance would have limited cultivation of medical marijuana to residential zones and only in a detached, fully enclosed and secured structure. Outdoor cultivation would have been prohibited. After receiving comments from the public, Council gave direction to staff to further investigate a proposed ordinance and to meet with the public to discuss their concerns.

In this report, I have included information on the following topics: summary of workshop, existing City regulations, what other communities are doing, summary of existing legislation and recent court rulings. In short, based upon the included research, you will find that the City has the ability to choose to not regulate the cultivation of medical marijuana all the way up to completely banning cultivation or any regulations in-between that the City Council sees fit.

Summary of Workshop

On September 10, 2014 I met with approximately 25 members of the public in a community forum type venue to discuss the cultivation of medical marijuana. All members in attendance were afforded the opportunity to speak. The majority of those in attendance were not in favor of the proposed ordinance, but agreed that some regulation was needed, as long as it did not create a hardship upon them. Some suggestions for regulation included cultivation plot size, property line setback requirements, security measures, line of sight requirements, and registering cultivation operations. A few individuals present spoke in opposition of any regulation. Likewise, at least one person spoke in favor of an outright ban on cultivation of marijuana in the city.

Existing City Regulations

In 2005, the City Council passed Ordinance No. 05-919 which banned marijuana dispensaries and collectives in all zoning districts. Our regulations have remained mute on the issue of cultivation of medical marijuana.

Pursuant to the City of Susanville's police powers authorized in Article XI, Section 7 of the California Constitution, as well as under the City of Susanville Municipal Code, the City has the power to regulate permissible land uses throughout the city and to enact regulations for the preservation of public health, safety and welfare of its residents and community. And, pursuant to Government Code 38771 the City also has the power through the City Council to declare actions and activities that constitute a public nuisance.

What Other Communities are Doing

City of Anderson

On February 18, 2011, an ordinance took effect in the City of Anderson that prohibits cultivation either inside a dwelling or in an outdoor garden. It also limits the growing, harvesting and processing of medical marijuana to a 50-square-foot outbuilding that is built to city, state and federal codes, that is protected by an audible alarm system, and contains electrical, plumbing and ventilation. A suit was filed against the Anderson ordinance on April 15, 2011, but was unsuccessful, so the ordinance stands.

City of Chico

Chico Municipal Code allows outdoor cultivation in residential zones up to 50 square feet per parcel, regardless of the number of patients. Plants must be screened from public view, and setback 5 feet from the property line. Indoor cultivation of under 50 square feet can take place only with a permit stating outdoor cultivation is not possible and the building owner approves. The cultivation of marijuana shall not take place in the kitchen, bathrooms or primary bedrooms of a residence. The use of flammable or combustible products, such as CO₂, and butane are prohibited. Violations are declared a public nuisance and abated.

City of Elk Grove

Elk Grove prohibits medical marijuana cultivation outdoors or in a greenhouse, allowing it only inside a home or in a detached building. In the detached building, the grow area shall be no more than 120 square feet. A 6-foot backyard fence must surround the site. Cultivation is restricted to residential zones only. Inside a residence, medical marijuana can be grown in a 50 square foot area, excluding the bathroom, kitchen or bedroom. Grow lights cannot exceed 1,200 watts; and use of gas products is prohibited.

Cultivation is barred within 1,000 feet of any school, child care center or public park, and the growing area may not be accessible to anyone 17 or younger. A ventilation and filtration system approved by the city's building official must be installed. A security system is required and also must be approved by the building official or police chief. A cultivation permit is required, valid for two years, and the application for that must include the notarized signature of the property owner. A qualified patient or primary caregiver shall reside full-time on the premises. Marijuana cultivation may not occur in both a detached structure and inside a residence on the same parcel. Violations of the ordinance constitute a public nuisance which also include misdemeanor penalties, administrative citations, and abatement.

City of Ft. Bragg

Outdoor cultivation is prohibited. Indoor cultivation is allowed only within fully enclosed and secure structures. There must be no evidence of marijuana cultivation visible from the street. No more than 50 square feet of floor area may be used for cultivation. Further growing space may be allowed through a permitting process. Cultivation is not permitted in the kitchen, bathroom, or primary bedrooms of a residence. Grow-lights cannot exceed 1,200 watts total and all electrical wiring must be installed and permitted in accordance with applicable Building Codes. Property owner permission is required. Violations are subject to misdemeanor penalties as well as abatement proceedings.

Mendocino County

Allowable cultivation both indoors and outdoors, with a limitation of 25 plants per parcel; indoors, plants are limited to 100 contiguous square feet. The Sheriff's Office offers voluntary zip-tie permits at \$25.00 per plant. These permits act as a registration of the cultivation process. Violations of the ordinance are deemed a public nuisance and subject to abatement and administrative fees.

City of Rocklin

Rocklin passed an ordinance which limits cultivation of marijuana to 50 square feet and 10 feet in height per residence and only within an enclosed structure. The authorized grower must reside in the residence where the marijuana is being grown.

City of Shasta Lake

The City Council adopted an ordinance that allows growing only in residential or mixed-used zoning districts, and banned it in commercial and industrial districts. The ordinance allows for growing up to 100 square feet inside a garage or adjacent building, but not inside the home. Outdoor growing is limited to 25 square feet on a half-acre parcel, 60 square feet on a parcel between half-acre and one acre and 240 square feet on parcels larger than one acre. Outdoor grows must also be enclosed in a 6-foot high, non-climbable fence with a locking gate. Chain-link fences are not allowed, according to the ordinance.

City of Sacramento

The city limits cultivation to 400 square feet, within a residential zone only and in only a defined allowable structure. The ordinance details lighting, building code, ventilation and filtration requirements for the growing area. The city prohibits outdoor cultivation. The operation must be concealed from public view, and secured from unauthorized entrance. Violations are deemed a misdemeanor, including civil and administrative penalties. Penalties include civil penalties of not less than \$250.00 or more than \$25,000.00 for each day in violation.

City of Corning

The city prohibits cultivation outdoor and inside residential structures. They allow cultivation only in detached, fully enclosed, structures no larger than 120 square feet, which have been inspected and approved by the planning, building and police departments of the city. The building must be located in the rear yard of the parcel, and concealed by a 6 foot fence. Ventilation systems are required to be installed on the structure. Ten (10) foot setbacks from buildings and property lines are required. The ordinance prohibits cultivation within 1000 feet of schools. Cultivation permits are issued through the planning department and require a notarized letter from the property owner allowing such activity, consent forms allowing the inspection of the cultivation site by city

staff including the police. Violations are considered a public nuisance and abated. Civil penalties could include a \$500.00 a day fine

City of Live Oak

In December 2011 the City Council banned the cultivation of medical marijuana within the city limits.

City of Fresno

Marijuana cultivation by any person, including primary caregivers and qualified patients is prohibited in all zone districts within the city. Penalties for violations include administrative citations with fines up to one thousand dollars (\$1,000) per plant, plus one hundred dollars (\$100) per plant per day the plant remains unabated past the abatement deadline. Immediate abatement authorized by the city. This ordinance was passed in March 2014.

City of Redding

An ordinance passed in 2010 which restricts medical marijuana gardens to a maximum of 100 square feet of canopy or 10% of home or garden area.

City of Orland

In 2012, the Orland city council voted to prohibit the cultivation of medical marijuana within 300 feet of any hospital, church, school, park or playground, or any other area where large numbers of minors congregate. Grows are limited to 50 square feet per parcel and must be in a detached building with locking doors and a security system. Cultivation must be on property that is the patient's or main caregiver's primary residence. The cultivated marijuana must be used by the patient and cannot be distributed, sold or given to other parties or organizations. Outdoor cultivation is banned along with growing it inside a residence. If it is in a greenhouse, it must be surrounded by a solid 6-foot high fence. Wherever possible, there should be a 10-foot setback from the property line on the side and rear yards and any other building on the parcel. The plants cannot be grown in front yards.

City of Dunsmuir

In 2011 the city enacted an ordinance that disallows outdoor cultivation, and requires anyone growing for more than one person to submit an affidavit to the city manager. A maximum of 100 square feet may be grown per patient, not to exceed three patients per parcel. Patients must live on the property, and growing must take place in a garage.

City of Eureka

In 2011, the city council approved an ordinance that allows personal cultivation of 50 square feet and 10 feet in height, or up to 100 feet with an exemption request, and only in a residence. Processing area cannot exceed 20 square feet.

Tehama County

In August 2013, the board of supervisors amended their previous medical marijuana cultivation ordinance to provide clarity and increase restrictions. The ordinance prohibits more than 12 marijuana plants to be grown on any parcel within their jurisdiction. Cultivation is prohibited within 1000 feet of any school, school bus stop, school evacuation site, church, park, child care facility, or youth-oriented facility. Outside cultivation must be enclosed in a 6 foot fence, with one-hundred foot setbacks from the

property line. Registration of cultivation operation with the county health services agency is required.

Summary of Existing Legislation

In 1996, California voters approved a law that allows for a criminal defense for the cultivation of medical marijuana by specific individuals for their personal use, and for those who are classified as primary caregivers of other qualified users. This law is called the Compassionate Use Act (CUA) of 1996, pursuant to Proposition 215. The law is codified in Health and Safety Code section 11362.5. The CUA is limited in scope, in that it only provides a defense from criminal prosecution for possession and cultivation of marijuana to qualified patients and their primary caregivers. The CUA does not address the land use or other impacts that are caused by the cultivation of medical marijuana. Further, the CUA does not require or impose an affirmative duty or mandate upon local governments, such as the City of Susanville, to allow, authorize or sanction the establishment and the operation and establishment of facilities dispensing medical marijuana or the cultivation of the same within its jurisdiction. Moreover, the CUA did not create a constitutional right to obtain medical marijuana.

In 2003, the legislature enacted the Medical Marijuana Program Act (MMPA) to; (1) clarify the scope of the CUA, facilitate the prompt identification of qualified patients and their designated primary caregivers in order to avoid their unnecessary arrest and prosecution, and provide guidance to law enforcement; (2) to promote uniform and consistent application of the CUA; and (3) to enhance the access of patients and caregivers to medical marijuana.

The MMPA expressly immunizes from state criminal liability qualified patients, persons with identification cards, and primary caregivers who transport or process marijuana for the personal medical use of a qualified patient or person with an identification card. The MMPA also created an affirmative defense to state criminal liability for qualified patients, persons with identification cards, and primary caregivers who collectively or cooperatively cultivate marijuana.

In 2010, the legislature enacted AB 2650, which prohibited medical marijuana cooperatives, collectives, dispensaries, operators, establishments, or providers who possess, cultivate, or distribute medical marijuana from being located within a 600 foot radius of a school. The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of the school to the closest property line of the lot on which the medical marijuana cooperative, collective, dispensary, operator, establishment, or provider is to be located without regard to intervening structures. For the purposes of this section, "school" means any public or private school providing instruction in kindergarten or grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes. A violation of these provisions is generally a misdemeanor.

Further, AB 2650 specifically stated that nothing in the bill shall prohibit a city, county, or city and county from adopting ordinances or policies that further restrict the location or establishment of a medical marijuana cooperative, collective, dispensary, operator, establishment, or provider.

In 2011, the Legislature enacted AB 1300, which allows cities or other local governing bodies to adopt and enforce local ordinances that regulate the location, operation or

establishment of a medical marijuana cooperative or collective; the civilly or criminally enforce those local ordinances; and to enact other laws consistent with the Medical Marijuana Program (MMP), as specified. Further, the legislation defines a "marijuana cooperative or collective" as a location where qualified patients, persons with valid identification cards, or the designated primary caregiver of qualified patients or persons with identification cards associate within this state in order to collectively or cooperatively cultivate or dispense marijuana for medical purposes to person authorized to possess medical marijuana, as specified.

Marijuana remains an illegal substance under the Federal Controlled Substances Act, 21 U.S.C. 801, et seq. and is classified as a "Schedule I Drug" which is defined as a drug or other substance that has a high potential for abuse, that is not currently accepted for medical use in treatment in the United States, and that has not been accepted as safe for its use under medical supervision. Furthermore, the Federal Controlled Substances Act makes it unlawful for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense marijuana. The Controlled Substances Act contains no statutory exemption for the possession of marijuana for medical purposes.

The U.S. Department of Justice has taken the position that it will not focus its limited resources on individuals who use marijuana as part of a medically recommended treatment regimen in compliance with state law. Consequently, we cannot rely on federal authorities to enforce federal law to regulate cultivation.

Recent Court Rulings

In a decision issued on February 6, 2013, *Browne v. County of Tehama* (2013) 213 Cal.App.4th 704, the California Court of Appeal considered for the first time whether a city or a county in California may lawfully limit outdoor cultivation of medical marijuana. At issue was Tehama County's ordinance limiting the number of medical marijuana plants that may be grown outside, precluding marijuana cultivation within 1000 feet of schools, parks, and churches, and requiring that an opaque fence of at least six feet to be installed around all marijuana grows. Upholding the ordinance, the court held that Tehama's ban was not preempted by state law. Therefore, the ordinance stood.

In 2011, the City of Live Oak, Sutter County, passed an ordinance outright banning the cultivation of marijuana, for any purpose, within the city limits. The ordinance was challenged, and in 2013 the California courts again considered the question of regulation of the cultivation of medical marijuana by a city. In *Maral v. City of Live Oak*, a decision issued on November 26, 2013, the Court of Appeal held that the CUA and the MMP do not preempt a city's police power to completely prohibit the cultivation of all marijuana within that City. On March 26, 2014, the California Supreme Court refused to hear an appeal of and denied depublication of the Court of Appeal decision in *Maral*. That action effectively upheld the City of Live Oak's complete ban on the cultivation of marijuana.

Proposed Ordinance Highlights

Upon completion of the aforementioned research, and taking the public's comments into account, staff has crafted a proposed ordinance for consideration by the City Council. The highlights of the proposed ordinance are as follows:

- Restricts cultivation of medical marijuana to only within residential zones.
- Limits cultivation to a maximum of 100 contiguous square feet, regardless of whether operation is indoors or outdoors.
- 12 marijuana plants maximum per premises regardless of stage of growth.
- Setbacks, fencing, and physical or electronic security measures required.
- No outdoor cultivation within 1000 feet of a school, child care facility or public park.
- Outdoor cultivation restricted to backyards. Detached structures or greenhouse are allowed, with certain restrictions.
- Cultivation areas shall not be accessible to juveniles who are not qualified patients, primary caregivers, or persons with an identification card.
- Cultivation operations shall be concealed from view from a public right-of-way and adjacent premises.
- Cultivation sites shall be registered annually with the Community Development Division.
- Violations of ordinance will be subject to public nuisance abatements, administrative penalties, and possible infraction citations.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to waive first reading and introduce Ordinance No. 14-0997 amending Section 17.08.010 and adding Section 17.104.140 of the Susanville Municipal Code regulating the cultivation of medical marijuana

ATTACHMENTS: Ordinance No. 14-0997 Amending Title 17 of the Susanville Municipal Code to regulate the cultivation of Medical Marijuana

ORDINANCE NO. 14-0997
AN ORDINANCE OF THE CITY OF SUSANVILLE AMENDING THE
SUSANVILLE MUNICIPAL CODE TITLE 17, AMENDING SECTION 17.08.010
DEFINITIONS AND ADDING SECTION 17.104.140 REGULATING THE
CULTIVATION OF MEDICAL MARIJUANA

The City Council of the City of Susanville does ordain as follows:

SECTION 1. STATEMENT OF PURPOSE AND INTENT

Whereas, Health and Safety Code Section 11362 et.seq., known as the "Compassionate use Act of 1996," adopted by the voters of the State of California, provides that qualified patients and their primary caregivers who obtain and use marijuana for medical purposes upon the recommendation of a physician are not subject to criminal prosecution or sanction under state laws concerning the use, possession or cultivation of marijuana, and;

Whereas, Health and Safety Code Section 11362.7 et. seq., known as the "Medical Marijuana Program Act," (MMPA), was adopted by the California State legislature and provides clarification on the scope of the Compassionate Use Act of 1996 and allowed cities and other governing bodies to adopt and enforce rules and regulations related to medical marijuana; and

Whereas, the City may impose regulations to ensure the safety of its residents, while not unreasonably limiting the rights of qualified patients under the CUA and MMPA.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Susanville does hereby ordain as follows:

SECTION 2. Chapter 17.08 of the City of Susanville Municipal code is amended as follows:

Section 17.08.010 – Definitions For the purposes of this title, the following definitions apply:

- a. "Allowable Structure" means a building or other structure that is detached from a residential structure, and is fully-enclosed and secure; complies with the city's building code and Planning and Development Code; has a complete roof enclosure supported by connecting walls extending from

the ground to the roof; has a foundation, slab, or equivalent base to which the floor is secured by bolts or similar attachments; is secure against unauthorized entry; and is accessible only through one or more lockable doors. Walls and roofs must be constructed of solid, non-transparent material that cannot be easily breached, such as two-inch by four-inch or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent.

- b. "Child Care Center" means any licensed child care center, daycare center, or childcare home, or any preschool.
- c. "Cultivation" means the planting, growing, harvesting, drying, or processing of one or more marijuana plants or any part thereof in any location, indoor or outdoor, including within an allowable structure.
- d. "Greenhouse" means a building with transparent walls and roof, usually of glass, for the cultivation of plants under controlled conditions
- e. "Identification Card" has the same definition as set forth in California Health and Safety Code Section 11362.7.
- f. "Juvenile" means a person under the age of eighteen (18) years.
- g. "Marijuana" has the same definition as set forth in California Health and Safety Code Section 11018.
- h. "Marijuana Plant" means any mature or immature marijuana plant, or any marijuana seedling.
- i. "Medical Marijuana" means marijuana used for medical purposes in accordance with the Compassionate Use Act (California Health and Safety Code Section 11362.5) and the Medical Marijuana Program Act (California Health and Safety Code Section 11362.7 et seq.).
- j. "Outdoors" means any location, in all zoning districts, in the city that is not within an allowable structure or greenhouse.
- k. "Public Park" is defined in 12.32.020 of this code
- l. "Person with an Identification Card" has the same definition as set forth in California Health and Safety Code Section 11362.7.
- m. "Premises" means a single parcel of property or contiguous parcels under common ownership or control.
- n. "Primary Caregiver" has the same definition as set forth in California Health and Safety Code Section 11362.7.

- o. "Qualified Patient" has the same definition as set forth in California Health and Safety Code Section 11362.7.
- p. "Rear Yard" means the rear open space portion of any premises, whether fenced or unfenced.
- q. "Residential Structure" means any building or portion thereof legally existing which contains living facilities, including provisions for any of the following: sleeping, eating, cooking and sanitation on a premises located within a residential zoning district. An attached, enclosed garage is included in this definition.
- r. "School" An institution of learning for persons under eighteen (18) years of age, whether public or private, offering regular course of instruction including, without limitation, a nursery school, kindergarten, elementary school, middle or junior high school, senior high school.
- s. "Solid Fence" means a fence constructed of substantial material (such as wood) that prevents viewing the contents from one side of the other. For the purposes of this section, a chain link fence with privacy slats does not constitute a solid fence. All fencing must also comply with city fencing requirements found within City of Susanville municipal code.

SECTION 3. Chapter 17.104 of the Zoning Code of the City of Susanville, Title 17 of the Susanville Municipal Code, is hereby amended to add Section 17.104.140 as follows:

Section 17.104.140: Cultivation of Medical Marijuana

The regulations in this chapter do not interfere with a qualified patient's right to obtain and use marijuana as authorized under state law, nor do they criminalize the possession of marijuana by qualified patients or their primary caregivers. It is neither the intent nor the effect of this chapter to condone or legitimize the illegal use, consumption, or cultivation of marijuana under federal, state, or local law. It is the purpose and intent of the city council to implement state law by regulating the cultivation of medical marijuana and requiring that it be cultivated only in appropriately secured and/or enclosed locations, so as not to be visible to the public; to prevent odors created by marijuana plants from impacting adjacent properties; to protect the health, safety, and welfare of the residents of the city of

Susanville; and to ensure that medical marijuana grown for medical purposes does not result in the diversion of marijuana for nonmedical purposes;

A. Standards:

The following standards shall apply to the cultivation of medical marijuana as allowed pursuant to state law.

1. Indoor Cultivation: The indoor cultivation of medical marijuana in residential zones shall be conducted only within a residential structure, an allowable structure or greenhouse as defined in this code, and it shall conform to all of the following minimum standards:
 - (a) Regardless of how many qualified patients, primary caregivers, or persons with identification cards whether grown collectively or individually, the cumulative area used for cultivation shall not exceed 10 percent of the square footage of the living space of the dwelling unit, or 100 contiguous square feet, whichever is lesser.
 - (b) Indoor cultivation may occur in residential structures, allowable structures and greenhouses, as defined in this code on the same legal premises as long as such structures comply with the City of Susanville Municipal Code on all other applicable regulations and laws.
 - (i) The 10 percent limitation on cultivating marijuana shall be based only on the square footage of the living area of the dwelling unit and will not consider any square footage of detached or attached structures, attics or basements.
 - (ii) In no case shall the cultivation operation exceed twelve (12) marijuana plants, regardless of maturity level or stage of growth.

- (c) Indoor grow lighting systems shall not exceed twelve hundred (1,200) watts and comply with the California Building Electrical, Fire Codes and local building permit requirements as adopted by the City of Susanville.
- (d) Indoor grow lighting systems shall be shielded to confine light and glare to the interior of the residential structure or allowable structure. Lighting systems are not authorized in greenhouses.
- (e) Gas products (CO₂, Butane, Propane, Natural Gas, etc.) shall not be used for the cultivation or processing of medical marijuana.
- (f) Electric generators shall not be used in the cultivation or processing of medical marijuana.
- (g) Allowable structures or greenhouses used for the cultivation of marijuana shall be located in the rear yard area of a legal premises, maintain a minimum ten (10) foot setback from any property line, and the area surrounding the structure shall be enclosed by a six (6) foot high solid fence. If the entire rear yard area is fenced by a six foot high solid fence, and access from the side yards are fenced by a six foot high solid fence that will suffice for the fencing requirement.

2. Outdoor Cultivation: The outdoor cultivation of medical marijuana in residential zones shall conform to all of the following minimum standards:

- (a) Regardless of how many qualified patients, primary caregivers, or persons with identification cards whether grown collectively or individually, the cultivation operation shall not exceed one-hundred (100) contiguous square feet, and twelve

(12) marijuana plants, regardless of maturity level or stage of growth.

(b) The outdoor cultivation of medical marijuana shall not occur within one thousand (1,000) feet of a school, child care facility or public park as defined herein. The distance shall be measured from the closest property line of the school, child care facility, or public park to the closest property line of the cultivation premises.

(c) Medical marijuana cultivation operations shall not occur within fifteen (15) feet of a property line of a premises under separate ownership.

(d) The cultivation area shall be located in the rear yard area of a legal premises and the area surrounding the cultivation shall be enclosed by a six (6) foot high solid fence.

B. Limitations:

1. The cultivation of marijuana plants is unlawful, unless the person cultivating the plants is a verifiable qualified patient, or primary caregiver as defined by the California Health and Safety Code.
2. It is deemed unlawful to cultivate medical marijuana in any zoning district within the City of Susanville except within a residential zone.
3. It is unlawful to cultivate medical marijuana on any premises by an individual who is not the rightful property owner, without the express written and notarized consent of the property owner. This written and notarized consent must be updated annually and kept on the premises of the cultivation operation for inspection. The property owner can revoke authorization at any time by providing the tenant with written notification of revocation of authorization to cultivate medical marijuana, and a copy of such notice to the City of Susanville Community Development Division.

4. In all cases of cultivation of medical marijuana, the qualified patient, or primary caregiver shall reside full-time on the premises where the marijuana cultivation occurs.
5. Medical marijuana cultivation shall be concealed from public view at all stages of growth and there shall be no exterior evidence of cultivation occurring at the premises from a public right-of-way or from an adjacent premises.
6. It is unlawful to cultivate marijuana on any premises of land which does not contain an occupied residential structure.
7. Adequate mechanical or electronic security measures shall be installed to prevent unauthorized access to the cultivation area prior to the commencement of cultivation. Security measures shall be activated when the qualified patient or primary caregiver is not in the immediate vicinity of the cultivation area.
8. The medical marijuana cultivation shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.
9. Medical marijuana cultivation areas shall not be accessible to juveniles who are not qualified patients, primary caregivers, or persons with an identification card.
10. Regardless of the number of locations medical marijuana is cultivated upon a single premises, the square footage and plant limitations are cumulative, and in no event shall there be more than twelve (12) marijuana plants on any given premises.

C. Registration

1. Prior to commencing any medical marijuana cultivation, the person(s) owning, leasing, occupying, or having charge or possession of any legal premises where medical marijuana cultivation is proposed to occur must register, on an annual basis, the medical marijuana cultivation operation with the Community Development Division. The following information will be required with the registration:
2. A notarized letter, on a form acceptable to the City, with the signature of the owner of the property consenting to the cultivation of marijuana at the premises.
3. The name of each person owning, leasing, occupying, or having charge of any legal premises where medical marijuana will be cultivated.
4. The name of each qualified patient or primary caregiver who participates in the medical marijuana cultivation.
5. A copy of a current and valid medical recommendation or county-issued medical marijuana card for each qualified patient identified as required above, and for each qualified patient for whom any person identified as required above is the primary caregiver.
6. The physical site address of where the marijuana will be cultivated, along with a statement whether the cultivation site will be indoors or outdoors.
7. A signed consent form, acceptable to the City, authorizing City staff, including the Police Department authority, to conduct an inspection of the location where medical marijuana is being cultivated including the allowable structures, area of the residence used for the cultivation of marijuana, greenhouses, or outside portion of the premises.

8. To the extent permitted by law, any personal or medical information submitted with a medical marijuana cultivation registration application shall be kept confidential and shall only be used for purposes of administering this chapter.
9. The City, may, in their discretion, deny any registration application for a medical marijuana cultivation site where the City finds, based on articulated facts, that the issuance of such permit would be detrimental to the public health, safety, or welfare. The City shall deny a registration application for medical marijuana cultivation that does not demonstrate satisfaction of the minimum requirements of this chapter.
10. The City Council may establish a fee or fees required to be paid upon filing of a registration application as provided by this chapter. Such fees shall not exceed the reasonable cost of administering this chapter.

D. Appeals

Any person aggrieved by a decision with respect to the refusal to accept a registration application may appeal to the City Administrator by filing a notice of appeal with the City Clerk. The City Clerk shall thereupon fix a time and place for hearing such appeal. The City Clerk shall give notice to such person of the time and place of the hearing by serving it personally or by depositing it in the United States post office in the city, postage prepaid, addressed to such person at their last known address.

E. Violations:

1. Any person who violates a provision of this chapter is subject to civil actions, and administrative penalties pursuant to Chapter 1.08 of this code.
2. Violations of this chapter are declared to be public nuisances and may be abated in accordance with the procedures and remedies specified in Chapter 8.36 and 8.40 of this code.

3. Any person who violates any provision of this chapter is also guilty of an infraction, punishable by:
 - a) A fine not exceeding three hundred dollars (\$300.00) for a first violation;
 - b) A fine not exceeding six hundred dollars (\$600.00) for a second violation of the same ordinance within one year;
 - c) A fine not exceeding one thousand five hundred dollars (\$1500.00) for each additional violation of the same ordinance within one year from the first violation.

4. Upon written notice of violation of any provisions of this code, the cited person shall have thirty-six (36) hours to comply with this code and bring the cultivation operation within compliance or be subject to a two-hundred dollar (\$200.00) fine for each and every day the cultivation operation is found to be out of compliance upon a finding of the violation(s) at a hearing of the Susanville Planning Commission.

5. Whenever a judicial action or proceeding is brought to abate or enjoin any violation of this title, the city may recover in that action or proceeding all costs and expenses incurred in detecting, investigating, abating and prosecuting the violation.

F. Remedies Cumulative:

All remedies prescribed under this chapter shall be cumulative and the election of one or more remedies shall not bar the City from the pursuit of any other remedy for the purpose of enforcing the provisions hereof.

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 vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

Reviewed by: JGH City Administrator
 City Attorney

 Motion Only
 Public Hearing
 Resolution
 X Ordinance
 Information

Submitted By: Jared G. Hancock, City Administrator

Action Date: November 19, 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 comply with any necessary conditions to limit potential impacts to the health, safety and welfare of City residents prior to approval.

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: JGH City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Krystle Hollandsworth, Administrative Staff Assistant

Action Date: November 19, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Susanville Municipal Airport Apron Rehabilitation Project, AIP Project Number 3-06-0251-014-2014, to Dig It Construction Inc. in the amount of \$491,434.50 inclusive of Bid Schedule A and Alternate 1 and authorizing Mayor to execute Notice of Award

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: Bids for this project were opened August 14, 2014 with the City receiving two bid proposals as follows:

	<u>Base Bid</u>	<u>Bid Alternate 1</u>	<u>Bid Total</u>
Hat Creek Construction	\$408,899.00	\$201,998.00	\$610,897.00
Dig It Construction Inc.	\$313,509.50	\$177,925.00	\$491,434.50

C&S Companies, the City's Airport Consultant's, recommended the City award the base bid and bid alternate 1 to Dig It Construction Inc. in the amount of \$491,434.50. The Federal Aviation Administration and Department of Transportation, Division of Aeronautics approved this recommendation and executed a Grant Agreement with the City for the construction of this project.

FISCAL IMPACT: Total amount to Dig It Construction Inc. for construction of this project in the amount of \$491,434.50. Total project costs as follows:

FAA AIP Grant	\$ 442,291.05
DOT Matching Grant	\$ 24,571.73
City Matching Funds	\$ 24,571.73
Total Funds	\$ 491,434.50

ACTION REQUESTED: Motion to award the Susanville Municipal Airport Rehabilitation Project, AIP Number 3-06-0251-014-2014 to Dig It Construction Inc. in the amount of \$491,434.50 and authorizing Mayor to execute Notice of Award.

ATTACHMENTS: Notice of Award



U.S Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division
San Francisco Airports District Office

1000 Marina Blvd. Ste. 220
Brisbane, CA 94005-1853

September 24, 2014

Mr. Jared Hancock, City Administrator
City of Susanville
66 North Lassen Street
Susanville, CA 96130

Dear Mr. Hancock:

Subj: Airport: Susanville - Lassen County;
AIP Project No. 3-06-0251-014-2014;
Authorization to Award Contract

We have reviewed the abstract of bids for the Reconstruction of Apron Phase 1.

We concur with your recommendation, and you are authorized to award a contract to Dig It Construction Inc. in the total amount of \$491,434.50 for Bid Schedule A and Alternate 1. Reimbursement for this construction cost is contingent upon execution of the AIP grant for the subject project.

Please forward two copies of the conformed contract and the required contract bonds. We have already received the signed Sponsor Certification for Equipment/Construction Contracts dated June 20, 2014 and it has been placed in the Federal Aviation Administration San Francisco Airports District Office's AIP project 3-06-0251-014-2014 file.

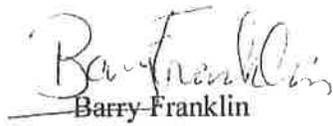
In addition, also include a copy of the conformed contract for the engineering services provided for AIP Project No. 3-06-0251-014-2014.

At this time, we request that a preconstruction conference be scheduled to discuss pertinent labor regulations, safety and construction matters. The Notice to Proceed cannot be issued until the preconstruction conference is held. Please inform us of the date for such a meeting so that we may attend.

To assist you in preparing a meeting agenda, we are enclosing a checklist of items to be discussed. Any additions you would like to make are acceptable. The checklist should be mailed to all participants so that advance preparation can be made.

If you have any questions, do not hesitate to contact me at (650) 827-7614.

Sincerely,

A handwritten signature in cursive script that reads "Barry Franklin".

Barry Franklin
Program Manager
San Francisco Airports District Office

Enclosure: (1) Preconstruction Conference Checklist

Reviewed by: JH City Administrator
_____ City Attorney

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

Submitted By: Gwenna MacDonald, City Clerk

Action Date: November 19, 2014

CITY COUNCIL AGENDA ITEM

SUBJECT: Fall Colors Senior Golf Cart Tours

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The Bureau of Land Management recently conducted a fall colors tour to provide senior citizens an opportunity to enjoy the fall colors. Golf carts provided by the City of Susanville's Diamond Mountain Golf Course were used to transport residents of Lassen Nursing Rehabilitation Center and Eagle Lake Village Senior Living Center up the Bizz Johnson trail to view the autumn foliage. The residents enjoyed the trip and Bureau of Land Management staff have extended their appreciation to the City Council and golf course staff for supporting the event.

FISCAL IMPACT: None.

ACTION REQUESTED: Information only

ATTACHMENTS: Letter from the United States Department of Interior



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Eagle Lake Field Office
2950 Riverside Drive
Susanville, CA 96130
www.blm.gov/ca/eaglelake

In Reply Refer To:
8300 P
CAN050

NOV 10 2014

Jared Hancock
City Administrator
City of Susanville
66 North Lassen Street
Susanville, CA 96130

Dear Jared,

Thank you for your support of our "Fall Colors Senior Golf Cart Tours" that my staff and volunteers conducted on the Bizz Johnson Trail on November 3rd, 2014. By letting BLM's Eagle Lake Field Office staff use eight City of Susanville golf carts from the Diamond Mountain Golf Course, we were able to take two groups of mostly shut in folks out on the Bizz Johnson Trail for a very scenic fall colors sightseeing trip.

In the morning we took out seven disabled folks from Lassen Nursing and Rehabilitation Center and in the afternoon we took out seven folks from Eagle Lake Village Senior Living Center. Everyone had a great time and the residents and staff from both facilities thanked us repeatedly for making the trip happen again this year. So thank you very much for your support, the assistance of Heidi Whitlock, Darrell Campbell and the golf cart crew of Hayden Coyer and Tyler Westfall at Diamond Mountain Golf Course that helped BLM make this special trip happen.

Sincerely,

Kenneth R. Collum
Field Manager

Enclosures – 1
1. Photo Collages

Senior Tours

Bizz Johnson Trail, November 3rd, 2014



Lassen Nursing and Rehabilitation Center tour heading into Susan River Canyon.



Senior Tours

Bizz Johnson Trail, November 3rd, 2014



Lassen Nursing and Rehabilitation Center tour by west portal, east railroad tunnel.



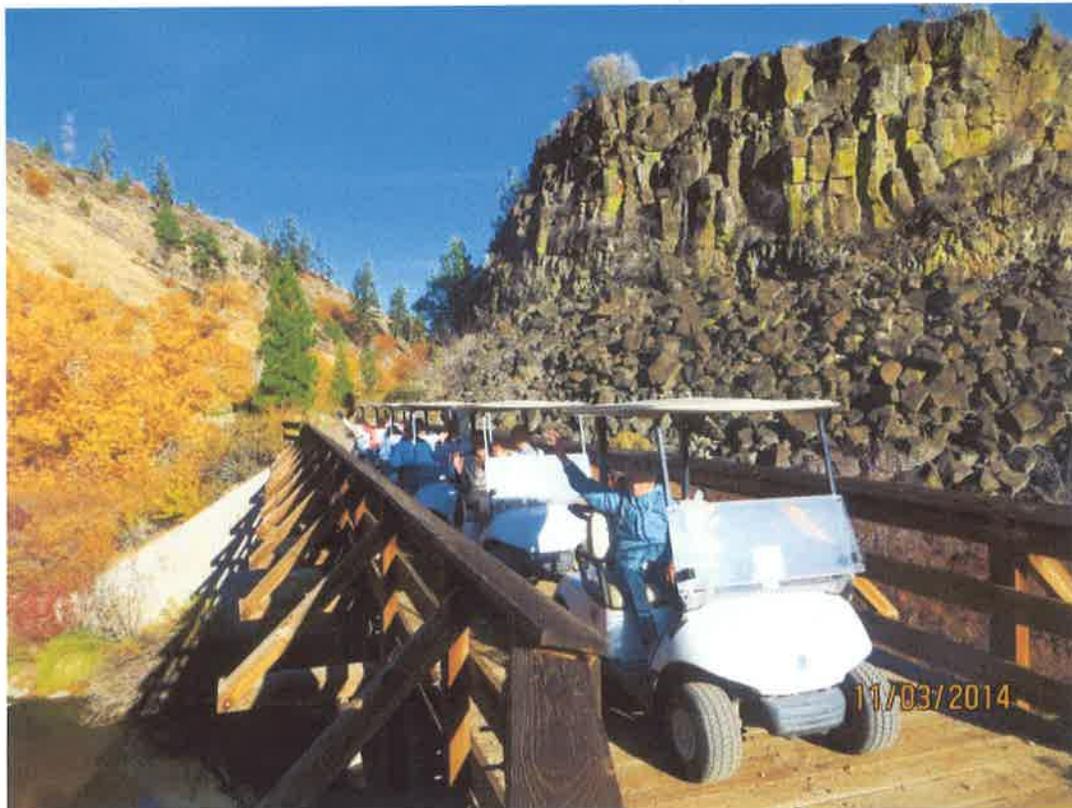
Returning down Bizz Johnson Trail near Cady Springs.

Senior Tours

Bizz Johnson Trail, November 3rd, 2014



Eagle Lake Village Assisted Living residents heading up Bizz Johnson Trail



Eagle Lake Village group on 4th railroad bridge west of Susanville, view looking east.

Senior Tours

Bizz Johnson Trail, November 3rd, 2014



Eagle Lake Village Assisted Living residents by west portal of east railroad tunnel.



Eagle Lake Village residents tour returning down the Bizz Johnson Trail, 3.75 miles west of Susanville.