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**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**

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

**Susanville City Council**  
**Regular Meeting ♦ City Council Chambers**  
**December 17, 2014 – 6:00 p.m.**

*Call meeting to order*

*Roll call of Councilmembers present*

*Next Resolution No. 14-5132*

*Next Ordinance No. 14-1001*

- 1     **APPROVAL OF AGENDA:** (Additions and/or Deletions)
  
- 2     **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS** (if any): Any person may address the Council at this time upon any subject for discussion during Closed Session. The City Administrator will provide an oral update on the status of any open labor negotiations.
  
- 3     **CLOSED SESSION:**
  - A     CONFERENCE WITH REAL PROPERTY NEGOTIATORS – PURSUANT TO Government Code §54956.8:
    - 1     Property:                    APN: 103-294-10
    - Agency negotiator:    Jared G. Hancock
    - Negotiating parties:    City of Susanville; Don MacVitie
    - Under negotiation:    Price/Conditions/Terms of Purchase
  - B     PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
    - 1     Fire Chief
  - C     PUBLIC EMPLOYMENT pursuant to Government Code §54957: Airport Manager Contract
  - D     CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code §54956.9 (a):
    - 1     City vs. Northern Sierra Homes, LLC Lassen County Court Case: #50050
  
- 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: Jared G. Hancock*
  - *Proclamations, awards or presentations by the City Council:*
    - Recognition of Service – Chief Theodore Friedline

**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 November 5 and 19, 2014 meetings
- B Approve vendor warrants numbered 92686 through 92840 for a total of \$560,071.19 with \$251,885.56 in payroll warrants
- C Receive and file Finance Reports: November 2014

**7** **PUBLIC HEARINGS:** No business.

**8** **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

**9** **NEW BUSINESS:**

- A Consider **Resolution No. 14-5127** terminating Airport Hangar Land Lease Agreement, Lot #20 with Dennis Roberts and Ray Craig and authorizing execution of an Airport Hangar Land Lease Agreement for Hangar #20 with William and Linda Stewart
- B Consider **Resolution No. 14-5128** authorizing execution of consultant agreement with Green DOT Transportation Solutions for transportation planning services
- C Consider **Resolution No. 14-5129** authorizing execution of management agreement for Susanville Municipal Airport with Steve Datema
- D Consider **Resolution No. 14-5131** authorizing closure of Sierra Park fund
- E Consider authorization to execute Notice of Completion for 2012 Rehabilitation B Project, City Project No. 12-01 as complete

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

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

**12** **CONTINUING BUSINESS:** No business.

**13** **CITY ADMINISTRATOR'S REPORTS:**

- A Honey Lake Valley Recreation Authority funding update

**14** **COUNCIL ITEMS:**

- A AB1234 travel reports:

15 **ADJOURNMENT:**

- *The next regular City Council meeting will be held on January 7, 2015 at 6:00 p.m.*

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

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

I, Gwenna MacDonald, certify that I caused to be posted notice of the regular meeting scheduled for December 17, 2014 in the areas designated on December 12, 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: December 17, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Minutes of the City Council's November 5 and 19, 2014 meetings

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

**SUMMARY:** Attached for the Council's review are the minutes of the City Council's November 5 and 19, 2014 meetings.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Motion to waive oral reading and approve minutes of City Council's November 5 and 19, 2014 meetings.

**ATTACHMENTS:** Minutes: November 5, 2014  
November 19, 2014

**SUSANVILLE CITY COUNCIL  
SUSANVILLE COMMUNITY DEVELOPMENT AGENCY  
SUSANVILLE MUNICIPAL ENERGY CORPORATION  
SUSANVILLE PUBLIC FINANCING AUTHORITY  
Regular Meeting Minutes  
November 5, 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, Nicholas McBride, Rod E. De Boer, Lino P. Callegari and Brian R. Wilson.

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 typographical corrections were made to Item 6A, 6C and 7A and copies were provided to Council.

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

**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 Fire Chief

Closed session adjourned at 6:28 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; Craig Sanders, City Planner and Gwenna MacDonald, City Clerk.

Mr. Hancock stated that prior to closed session the agenda was approved with minor changes to Item 6A, 6C and 7A, and noting that revised copies were made available to the City Council and the public. He stated that in closed session the City Council gave direction with reportable action.

Councilmember Callegari provided the thought of the day.

Mayor Wilson read a proclamation in honor of Veterans Day, and acknowledged the military service of Councilmember Callegari and Councilmember De Boer.

**5** **BUSINESS FROM THE FLOOR:** There were no comments from the public.

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

- A Receive and file minutes from City Council's August 25 and October 1, 2014 meetings
- B Approve vendor warrants numbered 92271 through 92442 for a total of \$739,525.97 including \$200,285.56 in payroll warrants
- C Approve **Resolution No. 14-5114** authorizing the acceptance of real property known as the Johnstonville Water System from the County of Lassen to the City of Susanville

Mayor Wilson requested that Item 6A and 6C be considered separately.

Motion by Councilmember De Boer, second by Councilmember Garnier, to approve the minutes from the August 25, 2014 meeting of the Susanville City Council; motion carried. Ayes: Garnier, De Boer, Callegari and Wilson. Abstain: McBride.

Motion by Mayor pro tem McBride, second by Councilmember Garnier, to approve the minutes from the October 1, 2014 meeting of the Susanville City Council; motion carried. Ayes: Garnier, McBride and Callegari. Abstain: De Boer and Wilson.

Motion by Councilmember De Boer, second by Mayor pro tem McBride, to approve Item 6B; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**6C Approve Resolution No. 14-5114 authorizing the acceptance of real property known as the Johnstonville Water System from the County of Lassen to the City of Susanville** Mr. Hancock explained that the City Council voted at the September 17, 2014 meeting to approve the transfer of the property known as the Johnstonville Well and Water System from the County to the City. Staff was notified by the Lassen County Recorder's Office that clarification to the language of the authorizing resolution would be required prior to recording of the transfer documents and approval is needed by City Council to authorize those corrections.

Motion by Councilmember Callegari, second by Councilmember De Boer, to approve Resolution No. 14-5114; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**7** **PUBLIC HEARINGS:**

**7A 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** Mr. Sanders explained that the City's Community Development Division received a Parcel Map application to divide a parcel located at the intersection of Grand and North Street into two parcels. The property is currently developed with two single-family residences and a detached garage, and is 14,172 square feet in size. The proposed division would create two parcels of 6,487 and 7,685 square feet, and the proposed configuration does not meet the development standards of the R-1 Zone. The State Subdivision Map Act and Susanville Municipal Code provides the regulations for processing Parcel Maps, and it states that no lands within the City shall be divided into parcels which are of size, dimension or area less than those required by the applicable provision or Title 17 of the City. Mr. Sanders explained the variance process,

and requirements for granting which included the requirement that any variance granted shall be subject to such conditions to assure that the adjustment shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and that because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of this chapter is found to impose restrictions upon subject property which deprives the ability to use the property. Mr. Sanders explained that in the present configuration, granting the variance would create parcels that are non-compliant with the zoning requirements for property line setbacks, minimum lot widths and off street parking. The property currently meets all of the zoning code requirements including lot size, lot width, and with the exception to the detached garage, all setback requirements. The reason for the variances request is the result of a request for the parcel map. Without the parcel map there are no characteristic of the property which deprives the property owner of any use enjoyed by other properties in the vicinity. The need for the variance is only as a direct result of the request for the parcel map which is a self-induced condition. Self-induced hardships have been found to be insufficient grounds for granting a variance through past case law, therefore staff is not recommending approval of this request.

Mayor Wilson opened the public hearing at 7:13 p.m. and requested comments.

**Jeff Morrish**, NST Engineering, stated that he represented the applicant and he spoke in favor of the variance. He discussed setbacks, encroachment requirements, and noted other parcels in the surrounding neighborhood that were non-conforming. He disagrees that the smaller lot should be considered a corner lot, as it is more in keeping with a regular interior lot that is oddly shaped and has one small portion fronting another street. It fits with the neighborhood, and is in keeping with the neighborhood.

There being no further comments, Mayor Wilson closed the public hearing at 7:20 p.m.

Mayor Wilson clarified that Parcel A was considered non-conforming because of inadequate set-backs, meaning the existing house is too close to the street, and that Parcel B was non-conforming because it would not be wide enough.

Mr. Sanders confirmed that because Parcel A has frontage on two streets, it is considered a corner lot according to the zoning code, and needs to be 70 feet in width.

Mayor Wilson observed that it seems to be in keeping with the surrounding homes, adding that the older neighborhoods in Susanville will never be conforming uses according to the Zoning Code.

Councilmember Garnier remarked that the property is already non-conforming to the zoning code by having two dwellings in a single family residential zone.

Councilmember Callegari stated that the City has been laid out piece meal and he is a victim of that in his own neighborhood. The lots are in place, the homes are built and he has a problem with the property owner not being able to use their property the way they want.

Councilmember De Boer added that in the grand scheme of things, he has no problem with granting the variance.

Mayor Wilson suggested adding conditions for approval that would address issues such as parking or the installation of sidewalks. If the City is considering approving the variance, then safety concerns must be addressed and required in the conditions of approval.

Mr. Sanders suggested bringing the resolution back with added language to address the conditions of approval, addressing the concerns expressed by City Council.

Mr. Hancock commented that he was concerned with the ability to add second dwelling units in the R-1 zone, and there were other factors to consider if the variance were to be approved. The existing block originally contained three lots, with one parcel being divided to create three lots on one block. The concept of creating a fourth lot should be carefully considered.

Motion by Councilmember De Boer, second by Councilmember Callegari to continue the item to November 19, 2014; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari, and Wilson.

## **8 COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

## **9 NEW BUSINESS:**

**9A Consider approval of donation of services by C & S Waste Solutions and California Correctional Center for Annual Leaf Collection Program** Mr. Newton reported that with the assistance and support of the California Correctional Center and C & S Waste Solutions, the City holds an Annual Fall Leaf Collection Program. The program is set up so that C & S Waste Solutions will drop off dumpsters in three locations around the City where residents can take their bagged leaves for disposal. City staff will then load the leaves into the dumpsters with a front-end loader and Waste Management will transport the filled dumpsters to the CCC for composting. The program is scheduled to begin on Friday, November 7, 2014, and continue through Friday, December 5, 2014. City staff time is needed to load the leaves, and Council authorization is required to accept the donation from the Correctional Center and C & S Waste Solutions.

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

**9B Consider purchase of Susanville Municipal Airport Hangar #20 owned by Ray Craig and Dennis Roberts** Mr. Hancock reported that in the past year the City Council has considered the opportunity to purchase privately owned hangars at the airport that have been offered for sale. The City has first right of refusal when a current owner decides to sell his or hangar, and recently Mr. Ray Craig and Dennis Roberts, co-owners of Hangar #20, submitted their official notice of intent to sell the hangar for the price of \$37,500.

Motion by Councilmember De Boer, second by Councilmember Garnier, to decline purchase of the hangar and allow the owners to offer for sale to a third party; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**9C Consider approval of Resolution No. 14-5115 authorizing Mayor to execute contract for environmental services with Hauge Brueck Associates, LLC for Riverside Drive Trail** Mr. Newton reported that the Riverside Drive Trail project was conceptualized several years ago to create a safer walking and bicycle path along Riverside Drive adjacent to the old Sierra Pacific Industries mill site. The

proposed route will be along the gravel road that borders the mill pond levee, however the environmental document will consider alternative alignments as well. The project will be funded with federal money, therefore the City must complete both a California Environmental Quality Act document and a National Environmental Policy Act document. On August 19, 2014, staff released a request for proposals for environmental review services and received three proposals from Hauge Brueck Associates, LLC, Dyer Engineering Consultants, Inc. and Gallaway Enterprises. Mr. Newton explained the methodology for evaluating the proposals, and indicated that the firm of Hauge Brueck Associates, LLC has been determined to be the most responsive firm that is capable of completing the work on time and within budget. A total of \$80,000 in federal and state funding through the State Transportation Improvement Program is allocated for this project.

Councilmember Callegari asked if lighting would be included in the project, noting that it was an important safety issue.

Mr. Newton responded that it was one of the construction components, however the design has not been fully scoped.

**Jim Chapman** remarked that it was a good project, and he thanked City staff for taking the lead on a project that is long overdue. It is important for pedestrian safety, and he appreciated the enthusiasm of the City in making it happen.

Motion by Councilmember De Boer, second by Councilmember Garnier, to approve Resolution No. 14-5115; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**9D Consider approval of Resolution No. 14-5116 authorizing Mayor to execute contract for consulting services with Full Spectrum, Inc. for Public Works' Supervisory Control and Data Acquisition (SCADA) System** Mr. Newton explained that the Public Works Department has been utilizing the services of Full Spectrum, Inc. since 2011 to provide consulting assistance related to the SCADA System. Mr. Newton stated that it is a valuable tool used to manage the City's water system, and the City has been relying on Full Spectrum, Inc. on an informal, as-needed basis, however it would be appropriate to formalize the relationship by entering into an agreement. The Agreement for Consultative Services outlines a clear scope of services that Full Spectrum, Inc. shall provide the City related primarily to Susanville's SCADA System. Services requested by the City may vary from time to time depending on specific needs, and may include, but are not limited to responding to routine phone inquiries, maintaining SCADA System, and trouble-shooting technical system problems.

Motion by Councilmember Callegari, second by Mayor pro tem McBride, to approve Resolution No. 14-5116; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

Councilmember Garnier recused herself from consideration of Item 9E and exited the Council Chambers.

**9E Consider approval of Resolution No. 14-5117 authorizing support of Lassen County Chamber of Commerce (LCCC) Annual Magical Country Christmas Celebration on Saturday, December 6, 2014** Mr. Newton reported that the Lassen County Chamber of Commerce has requested City Council support for the Annual Magical Country Christmas Celebration which includes a parade, tree lighting, and fireworks display that will be staged from the Susanville Elk's Lodge. The Chamber is asking for closure of Main Street from Cottage Street to Weatherlow Street on Saturday, December 6, 2014, from 5:00 p.m. to 7:00 p.m., which requires three street division crew members to sweep Main Street before and

after the event, and four Public Works Department employees to set up and take down traffic control signs and assist seven Police Officers with traffic control. The estimated cost to the City for staff time is \$2,589, and approximately \$345 for the cost of lighting for the event.

Motion by Councilmember De Boer, second by Councilmember Callegari, to approve Resolution No. 14-5117; motion carried. Ayes: McBride, De Boer, Callegari, and Wilson. Abstain: Garnier.

Councilmember Garnier returned to the Chambers and resumed her seat at the dais.

**9F Consider approval of Resolution No. 14-5118 authorizing Mayor to execute Cooperative Services Agreement with Caltrans for the Southeast Gateway Project** Mr. Hancock explained that the project known as the Southeast Gateway project includes the area from the Walgreens and Jack in the Box extending east to McDonald's and Kentucky Fried Chicken. The area is heavily traveled, there is no sidewalk, and from the chain-up area for large trucks, pedestrians have to traverse the side of the road, down through the drainage ditch and up into the parking lot of the shopping areas. It is a safety issue as well as not presenting the image that the community would necessarily like to present to visitors who enter Susanville from the east end of town. He reviewed the proposed improvements include filling in gaps in sidewalk, additional landscaping for a consistent appearance, improved parking areas for high profile vehicles in case of high winds or snow closures, and moving the "Welcome to Susanville" sign.

The project location on Highway 36 necessitates partnering with Caltrans through a Cooperative Agreement which specifies the responsibilities of each party for the construction of roadway improvements. The City will act as the implementing agency and will be responsible for all work except for those specifically assigned to Caltrans which includes providing project oversight and acting as lead agency for CEQA.

The Council discussed funding mechanisms for the project, and the affect, it may have on the STIP funding cycle. Mr. Hancock noted that Caltrans will select their own projects, and their focus is not on pedestrian-related improvements.

**Jim Chapman** remarked that the project had been discussed at length at the Lassen Economic Development Council meetings and the impact of the drought on State requirements for roadside landscaping must be a consideration before the project gets too far underway.

Motion by Councilmember De Boer, second by Councilmember Callegari, to approve Resolution No. 14-5118; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

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

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

**12 CONTINUING BUSINESS:**

**12A City contribution to the Honey Lake Valley Recreation Authority** Mr. Hancock reported that the primary goal of the Honey Lake Valley Recreation Authority (HLVRA) since the creation of the JPA in November 2013 was to develop a community pool. Initial cost estimates were the basis for an annual funding contribution of \$200,000 from the County and City for a fifteen year period. It was anticipated the funds would be leveraged to borrow for the cost of construction of the facility. The JPA has explored several funding options and based upon the desire to move as expeditiously as possible, determined that

the best option was to approach the City and County to borrow for construction of the facility in the spring.

At the October 15, 2014 Council meeting, the City was provided a letter from the HLVRA requesting consideration to either pre-fund one half of the \$3,500,000 that is needed complete construction on the new community pool or loaning funds for construction to the JPA. The City has committed to an annual contribution of \$200,000, and prefunding the construction would reduce the annual contribution to \$65,000 for a reduction of \$135,000 per year. The Council directed staff to explore the feasibility of prefunding the construction without impacting operations or reserves. Staff has reviewed a number of options and if the Council decides to pre-fund construction, staff recommends borrowing \$567,500 in cash from the General Fund Reserve account and from the Water CIP Fund.

The Water CIP Fund was restricted by the City Council in accordance with Resolution Number 08-4384 to set aside the proceeds of the water rate increase for capital improvements. However, this restriction does not meet the definition of a restriction for financial reporting purposes and is therefore shown in the City's CAFR as unrestricted. Use of the funding would require conducting a public hearing to announce the borrowing and the note terms. The City could establish a payment plan tied to the LAIF quarterly interest rate not to exceed three percent, an increase over the current rate of .24 percent, and based upon an interest rate of one percent for a loan of 10 years, the annual payment would be \$59,658. This represents an annual payment of \$119,315, saving the General Fund \$15,684 per year. If the interest rate increased to three percent, the annual payment would increase to \$65,758 for an annual payment back to both the General Fund Reserve Account and Water CIP fund of \$131,516, for an annual savings of \$3,484.

Mr. Hancock explained that the City could also pay interest to both the General Fund Reserve Account and the Water CIP, and double the principal payments to the Water CIP Fund, having the loan paid down in four years. This would return the cash quickly to the Water Fund and the double principal payments would then be made to the General Fund Reserve Account. He reviewed funding opportunities through various smaller sources, including the CDBG Program and Program Income funding. Mr. Hancock invited comments and direction from the City Council, adding that there was no urgency to make a final decision at this time.

Councilmember Garnier asked if use of CDBG funding would impact the first time homebuyers program.

Mr. Hancock explained that the City has money available through the CDBG and HOME Program, and the difference in project loan amounts. The City could maintain a balance of \$25,000 to \$30,000 in the account and apply for additional funding through the next funding cycle. He explained the process of applying for a waiver, and recent changes at the State level which have resulted in all jurisdictions having to update PI Reuse Guidelines and Program Guidelines, adding that the City has several options to maintain the first time homebuyers program.

Councilmember Callegari stated that he would not be in favor of using Water CIP funds, which had been set aside for improvements to the City's water system.

Councilmember De Boer commented that he loves the pool idea, but is reluctant to obligate the City for that large of a sum for that length of time.

Mayor pro tem McBride stated that the City has paid \$400,000 to the JPA to date, and so far it has been spent on other expenses besides construction. That amount will have to be made up in order to meet the City's share of construction costs.

Mr. Hancock advised that there were many issues for the JPA to address in terms of pool design, features, and borrowing the \$3.5 million construction costs was one of several options that have been discussed. The source of funding will also determine what the interest rate and overall cost of borrowing will be. Securing a better interest rate provides the opportunity to build a better pool, and the estimate of \$3.5 million includes the other costs that have been accrued to date.

Mayor Wilson asked if the proposal was to pre-fund or loan the cost for construction. Mr. Hancock responded that both options provided an opportunity to leave the money in the City's bank or writing a check to the JPA to hold in that account. The money would still be a loan to the JPA, and paid back with interest to the City in an amount that would factor in a reduction to the annual contribution of \$200,000. The only difference would be the way the loan is structured.

Councilmember De Boer suggested going back to the drawing board, and asked how much revenue the pool operation is anticipated to bring in.

Mr. Hancock responded that it depends on what is ultimately built. The consultant has advised that pools constructed with the goal of institutional uses, such as swim team and competitive uses will recover approximately half of the costs, and pools designed for primarily recreational use can recover most of the costs. As a rule, swimming pools do not make money, and the annual contribution of \$400,000 by the City and County was expected to fund both funding and operational costs.

It was the consensus of the Council to bring back additional options for consideration.

**13**     **CITY ADMINISTRATOR'S REPORTS:** No business.

**14**     **COUNCIL ITEMS:**

**14A**   **AB1234 travel reports:**

A       AB1234 travel reports:

**1.**     **ACCAPS Conference – October 16 – 17, 2014**

Councilmember Callegari provided an update to the City Council regarding items that were discussed at the annual conference for ACCAPS, including recent legislation that will result more offenders being housed locally at County jails.

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

Meeting adjourned at 8:35 p.m.

Respectfully submitted by

\_\_\_\_\_  
Brian R. Wilson, Mayor

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

Approved on: \_\_\_\_\_

**SUSANVILLE CITY COUNCIL  
SUSANVILLE COMMUNITY DEVELOPMENT AGENCY  
SUSANVILLE MUNICIPAL ENERGY CORPORATION  
SUSANVILLE PUBLIC FINANCING AUTHORITY  
Regular Meeting Minutes  
November 19, 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, Nicholas McBride, Rod E. De Boer, Lino P. Callegari and Brian R. Wilson.

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

**1     APPROVAL OF AGENDA:**

The Council discussed an amendment to the agenda adding closed session discussion regarding the potential lease of the golf course operations. It was determined that the amendment would not be considered.

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

**2     PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No comments.**

**3     CLOSED SESSION: At 6:02 p.m. the Council recessed to closed session to discuss the following:**

- 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

Closed session adjourned at 6:45 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 without the amendment to include closed session discussion regarding a possible lease of the golf course. He clarified that the original agenda posted November 14, 2014 was the agenda which had been approved. He stated that in closed session Council gave direction regarding Item 3B, and there was no reportable action.

Peter Talia provided the thought of the day.

Two new full time permanent employees were introduced: Tillery Williams, Project Manager, and Daniel Gibbs, City Engineer.

**5** **BUSINESS FROM THE FLOOR:** No comments.

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

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

Motion by Councilmember Garnier, second by Councilmember De Boer, to approve Item 6A; motion carried. Ayes: Garnier, De Boer, Callegari and Wilson. Abstain: McBride.

Motion by Councilmember McBride, second by Councilmember De Boer, to approve Item 6B; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**7** **PUBLIC HEARINGS:**

**7A 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** Mr. Hancock reported that at the last meeting Council considered a variance request and directed staff to review conditions of approval, continuing the public hearing to provide time to conduct a thorough investigation. The resulting research has shown that the process for determining conditions of approval is quite involved and staff is proposing to continue the public hearing to allow time to ensure that the necessary process is followed and that all of the required points are considered.

At 7:07 p.m. Mayor Wilson opened the continued public hearing and requested comments from the public.

**Jeff Morrish**, NST Engineering, spoke on behalf of the applicant, expressing his concern over the time frame that the process has taken.

Motion by Councilmember De Boer, second by Councilmember Callegari, to continue the public hearing to December 3, 2014; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**8** **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

**9** **NEW BUSINESS:**

**9A Consider Resolution No. 14-5123 approving Agreement for Fire Training Center** Battalion Chief Moore reported that 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 located on Susanville Municipal Airport property. A few modifications have been made to the agreement to address stricter alcohol and drug use provisions and to require that any construction upon property must be pre-approved by the City. The signature pages have also been updated to include all local fire agencies to be authorized to use the facility. The training center is an important part of the fire training community, providing an opportunity for local Fire Departments to train together and build strong inter-departmental working relationships.

Motion by Councilmember Callegari, second by Councilmember Garnier, to approve Resolution No. 14-5123; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**9B Consider request of lot line adjustment fee waiver from Honey Lake Valley Recreation Authority** Mr. Hancock reported that the Honey Valley Lake Valley Recreation Authority (HLVRA) is in the process of acquiring 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 two parcels will be combined into one through the lot line adjustment process, which requires completing an application with the City and paying an application fee. The HLVRA will be paying the direct costs associated with the lot line adjustment, and has requested that the City waive the \$600 application fee.

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

**9C Consider approval of Resolution No. 14-5121 approving inter fund loan agreement** Ms. Savage explained that between 2000 and 2002, the City of Susanville made loans to the Susanville Community Development agency to fund the preparation and implementation of a redevelopment plan. A total of \$284,983 was loaned from the CDBG Revolving Loan funds, and the City and Community Development Agency entered into promissory notes for the loans. With the State wide mandatory dissolution of Redevelopment agencies, the Susanville Community Development Agency was dissolved in February 2012 and the City of Susanville became the successor agency, assuming obligation for repayment of the loans.

The original promissory notes did not specify a repayment period, and the update of the loan agreements provides an opportunity to revise the terms of repayment. The original loans imposed an interest rate of six percent per year, however interest has not been recorded on the loans since fiscal year 2006-2007. The rate of six percent is excessive in the current low-interest environment over the past several years, and staff is recommending an interest rate equal to what is earned on funds invested through the Local Agency Investment Fund (LAIF).

Ms. Savage explained that the rate varied from one-quarter to six and one half percent since the loans originated, and has been less than one percent for the past four years. The interest has been retroactively recalculated using the LAIF rates from inception through September 30, 2014, and accruing previously unrecorded interest requires a write up of the loan balances by a net of \$5,395. The loans are already reflected in the City's accounting records and annual financial report. Three options have been provided, including payoff of all the loan now, payoff over three years, or payoff over five years.

Councilmember De Boer asked if staff had any preference regarding the options suggested.

Ms. Savage responded that staff would recommend the five-year pay off with an annual review.

Mayor Wilson commented that he was not comfortable with a retroactive adjustment of the interest rate.

Ms. Savage responded that staff has researched the issue in the Health and Safety Code, and received assistance from the City's financial consultant, Kevin Harper, and this re-calculation of interest is legal and has Mr. Harper's support.

Councilmember Callegari stated that it was his understanding when the Redevelopment Agency was dissolved that there was an obligation for repayment, adding that a demand letter for repayment should be included.

Mr. Hancock reviewed the process of dissolution that impacted all of the State's redevelopment agencies, clarifying that the City had an Agency, but a project area had never been approved and there was no revenue generated by the agency. The money loaned by the CDBG program will be repaid by the General Fund under the terms of the redevelopment dissolution process.

Motion by Councilmember Garnier, second by Councilmember Callegari, to approve Resolution No. 14-5121; motion carried by polled vote. Ayes: Garnier, McBride, De Boer and Callegari. No: Wilson.

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

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

**12**     **CONTINUING BUSINESS:**

**12A**    **Consider Ordinance No. 14-0997 regulating the cultivation of Marijuana: waive first reading and introduce** Mr. Hancock explained that the proposed ordinance was included on the agenda to provide an update to the Council regarding the revisions made to the text as a result of the workshop that was held in September. He suggested that Council provide feedback and ensure that the final draft is acceptable, and bring back for vote at a future meeting. He turned the floor over to Chief Downing.

Chief Downing reported that 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, prohibiting any outdoor cultivation. The Council gave direction to staff to conduct a public workshop, obtain feedback, and explore additional ways to address all aspects of the issue of medical marijuana cultivation. The workshop was conducted on September 10, 2014, and attended by approximately 25 members of the public who were all afforded the opportunity to speak. The majority of those in attendance agreed that some regulation was needed, and offered many suggestions for regulation including plot size, proposed set back requirements, security measures and registration options.

Chief Downing pointed out that the report included in the agenda summarized the actions that sixteen other jurisdiction have taken, and summarized the existing Susanville Municipal Code regulations. He noted that the City of Susanville's police powers as authorized in Article XI, Section 7 of the California Constitution, as well as under the City of Susanville Municipal Code, provides the authority for the City to regulate land uses throughout the city and to enact regulations for the preservation of public health, safety and welfare of its residents and community. The City also has the authority through City Council to declare actions and activities that constitute a public nuisance. 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.

Chief Downing reviewed the language of the revised proposed ordinance, including definitions, standards, limitations, registration, appeals, violations and remedies. He clarified that compliance searches within the residence would only be conducted in the area designated for growing, and invited questions, comments or suggestions from the City Council.

Councilmember Callegari asked if the ordinance would in any way prohibit land owners from restricting the ability of their tenants to grow marijuana, regardless if it were being grown for medicinal use.

Chief Downing responded that the civil code provides for the ability of landowners to restrict that activity. There being no questions or comments from the City Council, Mayor Wilson invited comments from the public.

**Michael Mankins** read from a prepared statement, informing the Council that he had requested crime statistics from the police department, and that none had been provided. He agreed that there needs to be regulations, suggesting that the police enforce the laws that are already in place and not adopt new ones. He attended the workshop, which was productive, but commented that the four armed police officers in attendance made it appear as if instead of to protect and serve, the department intends to criminalize and prosecute. Mr. Mankins continued that he had a problem with the Chief of Police writing the laws, and he believes that by stepping up to speak on behalf of those who are legally growing medicine, he is being harassed and targeted. He spoke generally regarding his frustration with State law enforcement response to a law that provides residents the legal right to grow their own medicine.

**Steve Mankins** read from a prepared statement and offered various reasons why restricting cultivation to outdoors only does not work. He believes that the City is attempting to make criminals out of sick people who will turn to black market and illegal sources for their medicine. Gangs will step in fill the void and he reiterated that crime statistics had been requested. He added that there was plenty of time to refine the ordinance, and stated that those who are participating in the process and growing their medicine legally deserved respect and consideration.

**Annie Westerbeck** commented that she owns an acre of property and has been growing for about five years. Over the years she has made numerous visits to the City to get information to be sure that her growing followed all the restrictions that have been imposed. She has tried to follow the model of a collective and asked if State law trumps local law. She has an issue with the growing area being limited to two people, what if it is a family situation where there are three medical users under one roof. She added that the restrictions seem to be unfair to those who have been cooperative and trying to follow the restrictions to the letter.

**Ken Davis** questioned the set-back requirements and restriction of growing on specific properties that are within 1,000 feet of parks, schools or childcare facilities, which would seem to eliminate the majority of properties in Susanville. He lives right next to a park and cannot grow on his property, so he grows on Annie's property. If he did not have that opportunity, he would have to go without his medicine. He commented that there are many renters who are sick, and the ordinance would have a terrible impact on them as well.

**Gary Feldt** stated that he attended the City's workshop and the meeting recently held by the County. He is not a grower or user, but it seemed like overall what people asked for was something reasonable. He agreed that with the 1,000 foot restriction, it probably does eliminate the majority of the residential properties in town. He thanked the Chief and City Council for their effort to work with the public, adding that overall the ordinance seems reasonable and the City has done its due diligence to keep the citizens informed and involved.

**Dave Slama** observed that the 100 square foot plot limitation amounted to a ten by ten foot plot and that is not enough room for a garden. Overall, he was supportive of the ordinance.

**Ken Davis** commented that six plants, growing six feet tall, would take approximately 20 by 30 feet of outdoor growing space.

Chief Downing clarified that the restriction to limit growing within 1,000 feet of schools, parks, and childcare facilities was challenged in Tehama County, and subsequently upheld by the Court of Appeals who ruled in favor of Tehama County.

Councilmember Garnier asked how much space was required to grow one plant.

There was a general discussion among those present, with the variables of indoor growing versus outdoor affecting the ultimate size of the plant, with the general consensus being that one mature plant would require approximately a three foot by three foot growing plot.

**Dave Slama** asked how the city planned to differentiate between indoor or outdoor grows for the 1,000 foot limitation.

Chief Downing responded that if the plants are grown outside with no protection other than a fence that would trigger the 1,000 foot rule. If it is contained safely indoors or in a structure in the yard that can be locked, it offers more deterrent from theft or crime.

There was a general discussion regarding building permit requirements for outdoor structures, fencing requirements, and the number of allowable plants.

Councilmember De Boer stated that he does not like the idea of it being grown in the great outdoors with only a fence for protection. Anyone can climb a six foot fence and then you have a whole other set of issues to deal with.

Councilmember Callegari remarked that he supports taking care of sick people who need medicine prescribed by a doctor, and the problem is the number of people who are misusing it. At some point the City and medical users need to work together to meet the basic need. The 99 plant rule is far in excess of what one person would ever use for their own medical condition.

An unidentified member of the public stated that the number of plants varies depending on how the medicine is administered, whether it is vaporized, used as a poultice, and the method of administration is between the doctor and patient.

**Annie Westerbech** noted that there is also a difference in plant varieties and sizes, and depending on growth some can be very small.

There was extensive discussion regarding the space required to grow plants, and the merits of in-ground growing versus containers, fencing required to protect outdoor grows from theft and vandalism, and the wattage required for successful indoor growing.

Mayor Wilson reminded the public that there would be no vote taken on the ordinance at the meeting, and thanked everyone for their comments.

**12B Consider Ordinance No. 14-1000 amending Chapter 17.104 of the Susanville Municipal Code to include Smoking Lounges: Waive first reading and introduce** Mr. Hancock reported that the item regarding the regulation of smoking lounges was not considered an urgent item, and suggested it would be in the best interests to allow Council more time to look at. He asked that the Council read

through it, and comment back to staff. This would provide an opportunity to make sure that it properly addresses the concerns of the County.

**12C Consider awarding the Susanville Municipal Airport Apron Reconstruction Project to Dig It Construction, Inc.** Mr. Hancock reported that bids for the Apron Reconstruction project at the Susanville Municipal airport were received and opened on August 14, 2014. The City received two bid proposals from Hat Creek Construction in the amount of \$610,897.00, and from Dig It Construction Inc. in the amount of \$491,434.50. The City's Airport Consultant, C & S Companies, has recommended the City award the base bid and bid alternate one 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.

Mayor pro tem McBride asked if it was standard to see such a large gap in bid amounts for projects.

Mr. Hancock responded that it is not uncommon in larger projects, and can be the result of a number of variables including the contractor's existing workload, availability of materials, and the City prepares an engineer's estimate on larger projects to be sure that the bids received are reasonable and appropriate to the project.

Dan Newton added that C & S Companies has taken the lead on the project and prepared a bid analysis for the project.

Mayor pro tem McBride asked what the City's options for recourse are in the event the work completed is not up to par, adding that it is an airport not a parking lot, and paving is a big safety concern.

Mr. Newton explained the inspection process required during large construction projects, and shared information regarding past projects completed by Dig It Construction. When the City received bids for the rehabilitation of Riverside Drive, Dig It was the lowest bidder by nearly a quarter of a million dollars. In that instance the savings was due to the utilization of waste materials. The project was completed and there were no issues with the contractor.

Mayor pro tem McBride suggested installing a pipe under the taxi way now that the City has acquired the Johnstonville Well.

Mr. Hancock responded that the option had been explored and it was determined that the installation of a main water line would be located elsewhere, and not under the new apron area.

Motion by Councilmember Callegari, second by Mayor pro tem McBride, to award the Susanville Municipal Airport Apron Reconstruction project to Dig It Construction, Inc.; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

### **13 CITY ADMINISTRATOR'S REPORTS:**

**13A Senior Golf Cart Tours Update** Mr. Hancock reported that the City recently partnered with the Bureau of Land Management for their annual fall colors tour up the Bizz Johnson trail. This has been an annual excursion, with the City providing golf carts driven by volunteers to transport residents of the Lassen Nursing Rehabilitation Center and Eagle Lake Village Senior Living Center for an afternoon in the outdoors. The residents enjoyed themselves, and Bureau of Land Management staff have extended their appreciation to the City Council and golf course staff for supporting the event.

**14**     **COUNCIL ITEMS:**

**14A**    **AB1234 travel reports:**

A        AB1234 travel reports:

Councilmember Garnier requested an update regarding panhandling restrictions and enforcement.

Mayor pro tem McBride deferred to Battalion Chief Moore, who invited Council to witness a live burn training exercise to be conducted at the airport training area on November 22, 2014.

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

Meeting adjourned at 8:29 p.m.

Respectfully submitted by

\_\_\_\_\_  
Brian R. Wilson, Mayor

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

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

Reviewed by:  City Administrator  
 City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted by:** Deborah Savage, Finance Manager

**Action Date:** December 17, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Vendor and Payroll Warrants

**PRESENTED BY:** Deborah Savage, Finance Manager

**SUMMARY:** Warrants dated November 26<sup>th</sup> through December 10<sup>th</sup> numbered 92686 through 92840

**FISCAL IMPACT:** Accounts Payable vendor warrants totaling \$308,185.63 plus \$251,885.56 in payroll warrants, for a total of \$ 560,071.19

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

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

## Report Criteria:

Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
11/21/2014	CDPT	11/25/2014	331	CITY OF SUSANVILLE PA	1	7650-2203-1	6,342.77-
11/21/2014	CDPT	11/25/2014	331	CITY OF SUSANVILLE PA	1	7650-2203-1	6,342.77-
11/21/2014	CDPT	11/25/2014	331	CITY OF SUSANVILLE PA	1	7650-2203-1	2,037.36-
11/21/2014	CDPT	11/25/2014	331	CITY OF SUSANVILLE PA	1	7650-2203-1	2,037.36-
11/21/2014	CDPT	11/25/2014	331	CITY OF SUSANVILLE PA	1	7650-2203-1	15,354.11-
11/07/2014	CDPT	11/25/2014	332	LABORERS TRUST FUND	9	7650-2203-1	962.00-
11/21/2014	CDPT	11/25/2014	332	LABORERS TRUST FUND	9	7650-2203-1	1,179.00-
11/21/2014	CDPT	11/25/2014	332	LABORERS TRUST FUND	9	7650-2203-1	70,189.59-
11/21/2014	CDPT	11/25/2014	333	EMPLOYMENT DEV. DEP	6	7650-2203-1	4,534.87-
11/21/2014	CDPT	11/25/2014	334	EMPLOYMENT DEV DEP	7	7650-2203-1	1,313.66-
11/07/2014	CDPT	11/25/2014	92693	AFLAC	14	8403-2239-0	445.77-
11/07/2014	CDPT	11/25/2014	92693	AFLAC	14	7650-2203-0	132.85-
11/21/2014	CDPT	11/25/2014	92693	AFLAC	14	8403-2239-0	445.77-
11/21/2014	CDPT	11/25/2014	92693	AFLAC	14	7650-2203-0	132.85-
11/21/2014	CDPT	11/25/2014	92694	CA STATE DISBURSEME	26	7650-2203-0	184.61-
11/21/2014	CDPT	11/25/2014	92695	CA STATE DISBURSEME	35	7650-2203-0	155.07-
11/21/2014	CDPT	11/25/2014	92696	CA STATE DISBURSEME	36	7650-2203-0	103.84-
11/21/2014	CDPT	11/25/2014	92697	CA STATE DISBURSEME	37	7650-2203-0	69.23-
11/07/2014	CDPT	11/25/2014	92698	GOLDEN ONE CREDIT U	12	7650-2203-0	553.00-
11/21/2014	CDPT	11/25/2014	92698	GOLDEN ONE CREDIT U	12	7650-2203-0	553.00-
11/21/2014	CDPT	11/25/2014	92699	JEFFERSON PILOT FINA	22	7650-2203-1	150.27-
11/21/2014	CDPT	11/25/2014	92699	JEFFERSON PILOT FINA	22	7650-2203-1	183.97-
11/21/2014	CDPT	11/25/2014	92700	NATIONWIDE RETIREME	5	7650-2203-0	300.00-
11/07/2014	CDPT	11/25/2014	92701	NEW IMAGE RACQUETB	30	7650-2203-0	127.50-
11/21/2014	CDPT	11/25/2014	92701	NEW IMAGE RACQUETB	30	7650-2203-0	127.50-
11/07/2014	CDPT	11/25/2014	92702	OPERATING ENGINEERS	11	7650-2203-0	619.00-
11/21/2014	CDPT	11/25/2014	92702	OPERATING ENGINEERS	11	7650-2203-0	619.00-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	132.72-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	8,956.10-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	2,012.39-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	6,030.90-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	4,191.54-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	145.04-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	135.12-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	124.39-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	924.15-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	924.15-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	811.62-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	811.62-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	301.27-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	301.27-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	16.00-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	4,102.24-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	1,321.64-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	2,599.36-
11/21/2014	CDPT	11/25/2014	92703	P.E.R.S.	8	7650-2203-1	32.00-
11/07/2014	CDPT	11/25/2014	92704	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.96-
11/21/2014	CDPT	11/25/2014	92704	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.94-
11/21/2014	CDPT	11/25/2014	92705	STATE OF CALIF FRANCI	18	7650-2203-0	204.89-
11/21/2014	CDPT	11/25/2014	92706	UNITED STATES TREAS	29	7650-2203-0	1,307.73-
11/21/2014	CDPT	11/25/2014	92707	UPEC, LOCAL 792	10	7650-2203-1	2,116.50-
11/21/2014	CDPT	11/25/2014	92708	VALIC	4	7650-2203-0	1,847.05-

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Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
Grand Totals:			<u>52</u>				<u>154,578.31-</u>

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Report Criteria:  
Transmittal checks included

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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	11/26/2014	92709	53		RETIREMENT INCENTIVE PKGE	111414	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 111414:											
11/14	11/26/2014	92710	76	BILLINGTON ACE HARD	CAULK, RATCHET	315035	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	13.50	13.50
Total 315035:											
11/14	11/26/2014	92710	76	BILLINGTON ACE HARD	FASTENERS, BUCKLE, CARABI	315057	1	1000-422-10-44	RESCUE - REPAIR & MAINTENA	18.60	18.60
Total 315057:											
11/14	11/26/2014	92710	76	BILLINGTON ACE HARD	TEST PLUG	315126	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	6.37	6.37
Total 315126:											
11/14	11/26/2014	92710	76	BILLINGTON ACE HARD	TARP	315463	1	2007-431-20-46	SUPPLIES-GENERAL	10.15	10.15
Total 315463:											
11/14	11/26/2014	92710	76	BILLINGTON ACE HARD	KEY CUT	315488	1	7110-430-42-46	SUPPLIES-GENERAL	4.90	4.90
Total 315488:											
11/14	11/26/2014	92710	76	BILLINGTON ACE HARD	ELECTRIC TAPE	315575	1	7401-430-62-46	SUPPLIES-GENERAL	4.79	4.79
Total 315575:											
11/14	11/26/2014	92710	76	BILLINGTON ACE HARD	3 WAY PLUG	315668	1	7110-430-42-46	SUPPLIES-GENERAL	11.60	11.60
Total 315668:											
11/14	11/26/2014	92710	76	BILLINGTON ACE HARD	BRASS PLUG	315708	1	7110-430-42-46	SUPPLIES-GENERAL	11.87	11.87

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 315708:											
11/14	11/26/2014	92710	76	BILLINGTON AGE HARD	NIPPLE, COUPLING	315723	1	7110-430-42-46	SUPPLIES-GENERAL	5.36	5.36
Total 315723:											
11/14	11/26/2014	92711	691	BOYD TAYLOR VETERIN	09/04/14 STRAY DOG EXAM/DE	39149	1	1000-421-10-43	PROFESSIONAL SVCS	120.00	120.00
Total 39149:											
11/14	11/26/2014	92712	161	CSK AUTO INC	HOSES	2740337274	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	31.93	31.93
Total 2740337274:											
11/14	11/26/2014	92712	161	CSK AUTO INC	PUMP CAP	2740337276	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	1.43	1.43
11/14	11/26/2014	92712	161	CSK AUTO INC	PUMP CAP	2740337276	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	1.43	1.43
11/14	11/26/2014	92712	161	CSK AUTO INC	PUMP CAP	2740337276	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	1.43	1.43
Total 2740337276:											
11/14	11/26/2014	92712	161	CSK AUTO INC	MANIFOLD AND GASKET	2740337280	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	122.04	122.04
Total 2740337280:											
11/14	11/26/2014	92712	161	CSK AUTO INC	FLOOR DRY	2740337299	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	6.44	6.44
11/14	11/26/2014	92712	161	CSK AUTO INC	FLOOR DRY	2740337299	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	6.44	6.44
11/14	11/26/2014	92712	161	CSK AUTO INC	FLOOR DRY	2740337299	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	6.45	6.45
Total 2740337299:											
11/14	11/26/2014	92712	161	CSK AUTO INC	PUMP, PULLEY	2740337361	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	83.19	83.19
Total 2740337361:											
11/14	11/26/2014	92712	161	CSK AUTO INC	HOSE AND PUMP	2740337649	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	18.66-	18.66-
Total 2740337649:											

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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	
	11/14	11/26/2014	92712	161	CSK AUTO INC	WIRE SET	2740339714	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	40.32	40.32
	Total 2740339714:											
	11/14	11/26/2014	92713	174		GROUND LEASE 710 MAIN 12/1	111414	1	8401-2228-000	DEPOSITS PAYABLE	75.00	75.00
	Total 111414:											
	11/14	11/26/2014	92714	1260	DIRECTV INC	G/C CABLE	24282783633	1	7530-451-52-45	COMMUNICATIONS	158.96	158.96
	Total 24282783633:											
	11/14	11/26/2014	92714	1260	DIRECTV INC	G/C CABLE	24506894183	1	7530-451-52-45	COMMUNICATIONS	167.95	167.95
	Total 24506894183:											
	11/14	11/26/2014	92715	219	ED STAUB & SONS PETR	85.9 GAL PROPANE G/C	0146822	1	7530-451-52-46	PROPANE	183.76	183.76
	Total 0146822:											
	11/14	11/26/2014	92716	241	FEATHER PUBLISHING C	AIRPORT VACANCIES	PO#7664	1	1000-411-40-45	ADVERTISING	85.50	85.50
	Total PO#7664:											
	11/14	11/26/2014	92717	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	478003A	1	7110-430-42-43	TECHNICAL SVCS	85.00	85.00
	Total 478003A:											
	11/14	11/26/2014	92718	265	FRONTIER	257-1045 P/WENGINEERING	1045 111514	1	7620-430-10-45	COMMUNICATIONS	48.37	48.37
	Total 1045 111514:											
	11/14	11/26/2014	92718	265	FRONTIER	252-1182 WATER SCADA	21182 111014	1	7110-430-42-45	COMMUNICATIONS	306.79	306.79
	Total 21182 111014:											
	11/14	11/26/2014	92718	265	FRONTIER	252-4247 LASSEN CO AIR POLL	24247 111014	1	7620-430-10-45	COMMUNICATIONS	147.21	147.21

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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 24247 111014:											
11/14	11/26/2014	92719	7990		REFUND GAS DEPOSIT	10302000001	1	7401-2228-000	DEPOSITS-CUSTOMER	195.97	195.97
Total 10302000001:											
11/14	11/26/2014	92720	5027		REFUND GAS OVERPAYMENT	10509450102	1	9999-1001-001	CASH CLEARING - UTILITIES	402.28	402.28
Total 10509450102:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	STARTER, CORE DEPOSIT	210419	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	752.93	752.93
Total 210419:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	BULBS	210785	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	42.64	42.64
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	BULBS	210785	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	42.64	42.64
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	BULBS	210785	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	42.65	42.65
Total 210785:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	STARTER	210829	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	153.47-	153.47-
Total 210829:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	SURPENTINE BELT	210830	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	198.79	198.79
Total 210830:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	TOOL BOX	210836	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	311.39	311.39
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	TOOL BOX	210836	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	311.39	311.39
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	TOOL BOX	210836	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	311.40	311.40
Total 210836:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	GEARWRENCH	210924	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	6.79	6.79
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	GEARWRENCH	210924	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	6.80	6.80
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	GEARWRENCH	210924	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	6.80	6.80

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 210924:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	ANTIFREEZE	211279	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	27.93	27.93
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	ANTIFREEZE	211279	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	27.93	27.93
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	ANTIFREEZE	211279	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	27.93	27.93
Total 211279:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	OIL	211315	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	92.88	92.88
Total 211315:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	BATTERY, CORE DEPOSIT	211378	1	7620-430-10-44	REPAIR AND MAINTENANCE-V	99.34	99.34
Total 211378:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	WRENCHS	211393	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	19.70	19.70
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	WRENCHS	211393	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	19.70	19.70
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	WRENCHS	211393	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	19.70	19.70
Total 211393:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	HOSE, FITTINGS	211401	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	221.93	221.93
Total 211401:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	FUEL INJECTOR, CYLINDER, S	211482	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	43.24	43.24
Total 211482:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	ALTERNATOR, CORE DEPOSIT	211518	1	7620-430-10-44	REPAIR AND MAINTENANCE-V	222.73	222.73
Total 211518:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	BATTERY, CORE DEPOSIT	211690	1	7620-430-10-44	REPAIR AND MAINTENANCE-V	338.20-	338.20-
Total 211690:											

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	11/26/2014	92721	411	LASSEN MOTOR PARTS	O RINGS	211691	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	8.90-	8.90-
Total 211691:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	BATTERY CORE DEPOSIT	211822	1	7110-430-42-46	SUPPLIES-GENERAL	96.22	96.22
Total 211822:											
11/14	11/26/2014	92721	411	LASSEN MOTOR PARTS	HALOGEN LAMP	211855	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	9.43	9.43
Total 211855:											
11/14	11/26/2014	92722	437	LMUD	SKYLINE DR WELL 4	29931 111214	1	7110-430-42-46	ELECTRICITY	18.14	18.14
Total 29931 111214:											
11/14	11/26/2014	92722	437	LMUD	GLENN DR & CHERRY TR - SCA	44298 111214	1	7110-430-42-46	ELECTRICITY	15.75	15.75
Total 44298 111214:											
11/14	11/26/2014	92722	437	LMUD	PAIUTE LN SCADA	44316 111214	1	7110-430-42-46	ELECTRICITY	14.49	14.49
Total 44316 111214:											
11/14	11/26/2014	92722	437	LMUD	BAGWELL SPRINGS - SCADA	45542 111214	1	7110-430-42-46	ELECTRICITY	46.62	46.62
Total 45542 111214:											
11/14	11/26/2014	92722	437	LMUD	WELL #3	4559 111814	1	7110-430-42-46	ELECTRICITY	1,074.55	1,074.55
Total 4559 111814:											
11/14	11/26/2014	92723	445		RETIRE INCENTIVE 12/14	111414	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 111414:											
11/14	11/26/2014	92724	467	METER VALVE & CONTR	2 GAS METERS	8474	1	7401-430-62-46	SUPPLIES-GENERAL	292.16	292.16

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 8474:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	WATER LINEN SER 11/18/14	250251106	1	7110-430-42-44	LINEN SERVICE	79.24	79.24
Total 250251106:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	STREET LINEN SER 11/25/14	250251107	1	2007-431-20-44	LINEN SERVICE	6.68	6.68
Total 250251107:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	720 SOUTH ST 11/18/14	250251108	1	7620-430-10-44	LINEN SERVICE	60.66	60.66
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	720 SOUTH ST 11/18/14	250251108	2	7620-430-10-46	SUPPLIES-JANITORIAL	55.50	55.50
Total 250251108:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	GAS LINEN SER 11/18/14	250251110	1	7401-430-62-44	LINEN SERVICES	77.72	77.72
Total 250251110:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	WATER LINEN SER 11/25/14	250251725	1	7401-430-62-44	LINEN SERVICES	79.24	79.24
Total 250251725:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	STREET LINEN SER 11/25/14	250251726	1	2007-431-20-44	LINEN SERVICE	6.68	6.68
Total 250251726:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	720 SOUTH ST 11/25/14	250251727	1	7620-430-10-44	LINEN SERVICE	114.66	114.66
Total 250251727:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	GAS LINEN SER 11/25/14	250251729	1	7401-430-62-44	LINEN SERVICES	77.72	77.72
Total 250251729:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	GAS LINEN SER 11/25/14	S250249824	1	7401-430-62-44	LINEN SERVICES	49.00	49.00

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 S250249824:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	GAS LINEN SER 11/25/14	S250250853	1	7401-430-62-44	LINEN SERVICES	26.00	26.00
Total S250250853:											
11/14	11/26/2014	92725	481	MISSION LINEN & UNIFO	WATER LINEN SER 11/25/14	S250250854	1	7110-430-42-44	LINEN SERVICE	22.30	22.30
Total S250250854:											
11/14	11/26/2014	92726	1271		12/14 GROUND LEASE 706 MAI	111414	1	8401-2228-000	DEPOSITS PAYABLE	100.00	100.00
Total 111414:											
11/14	11/26/2014	92727	534	OTIS ELEVATOR COMPA	12/14 - 11/15 YRLY SVC CONTR	SV05066C14	1	1000-417-10-43	TECHNICAL SVCS	3,111.22	3,111.22
11/14	11/26/2014	92727	534	OTIS ELEVATOR COMPA	12/14 - 11/15 YRLY SVC CONTR	SV05066C14	2	1000-1430-105	PREPAID - OTHER	2,222.25	2,222.25
Total SV05066C14:											
11/14	11/26/2014	92728	561		RETIRMENT INCENTIVE 12-14	111414	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 111414:											
11/14	11/26/2014	92729	572	QUILL CORPORATION	CALENDARS	7825472	1	7620-430-10-46	SUPPLIES-GENERAL	77.36	77.36
Total 7825472:											
11/14	11/26/2014	92729	572	QUILL CORPORATION	BLIND	7845042	1	7620-430-10-46	SUPPLIES-GENERAL	69.37	69.37
Total 7845042:											
11/14	11/26/2014	92729	572	QUILL CORPORATION	STAPLER, DESK PAD, DRY ERA	7957135	1	7620-430-10-46	SUPPLIES-GENERAL	45.64	45.64
Total 7957135:											
11/14	11/26/2014	92730	1076	SIERRA COFFEE AND BE	PWWATER SERVICE 11/12/14	043120	1	7620-430-10-46	SUPPLIES-GENERAL	27.40	27.40

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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 043120:									27.40	27.40
11/14	11/26/2014	92730	1076	SIERRA COFFEE AND BE	CITY HALL SERVICE 11/19/14	42992	1	1000-417-10-46	SUPPLIES-GENERAL	14.50	14.50
	Total 42992:									14.50	14.50
11/14	11/26/2014	92731	713		RETIRE INCENTIVE 12/14	111414	1	7610-2229-001	EARLY RETIREMENT INCENTIV	930.00	930.00
	Total 111414:									930.00	930.00
11/14	11/26/2014	92732	728	U S POSTMASTER	WATER BILLING POSTAGE	112614	1	7110-430-42-46	POSTAGE	529.82	529.82
11/14	11/26/2014	92732	728	U S POSTMASTER	GAS BILLING POSTAGE	112614	2	7401-430-62-46	POSTAGE	272.94	272.94
	Total 112614:									802.76	802.76
11/14	11/26/2014	92733	730	ULTIMATE CAR WASH	TOKENOTES - CAR WASHES	805126	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	86.40	86.40
	Total 805126:									86.40	86.40
11/14	11/26/2014	92734	734	UNION BANK OF CALIFO	CITY HALL FISC AGENT FEES 1	14373	1	7110-430-42-48	FISCAL AGENT FEES	442.49	442.49
	Total 14373:									442.49	442.49
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	LID	65971342	1	7110-430-42-46	SUPPLIES-GENERAL	81.70	81.70
	Total 65971342:									81.70	81.70
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	CAPCITOR	66059589	1	7401-430-62-46	SUPPLIES-GENERAL	10.08	10.08
	Total 66059589:									10.08	10.08
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	GASKETS	66061428	1	7110-430-42-46	SUPPLIES-GENERAL	118.25	118.25
	Total 66061428:									118.25	118.25
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	NIPPLES, ELLS, BUSHINGS	66063054	1	7401-430-62-46	SUPPLIES-GENERAL	99.53	99.53

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 66063054:											
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	ADAPTER, PIPE, TUBE	66064312	1	7401-430-62-46	SUPPLIES-GENERAL	250.58	250.58
Total 66064312:											
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	THERMOCOUPLE	66064800	1	7401-430-62-46	SUPPLIES-GENERAL	150.07	150.07
Total 66064800:											
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	FREIGHT CHARGE	66064800F	1	7401-430-62-46	SUPPLIES-GENERAL	54.46	54.46
Total 66064800F:											
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	NIPPLES, ELLS, CLAMPS	66066091	1	7401-430-62-46	SUPPLIES-GENERAL	674.73	674.73
Total 66066091:											
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	CONVERSION KIT	66066199	1	7401-430-62-46	SUPPLIES-GENERAL	203.82	203.82
Total 66066199:											
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	VALVE	66066765	1	7110-430-42-46	SUPPLIES-GENERAL	732.46	732.46
Total 66066765:											
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	ADAPTER, BUSHING, TAPE	66067417	1	7401-430-62-46	SUPPLIES-GENERAL	227.56	227.56
Total 66067417:											
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	WIPES	66067476	1	7401-430-62-46	SUPPLIES-GENERAL	9.36	9.36
Total 66067476:											
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	ADAPTERS	66068233	1	7110-430-42-46	SUPPLIES-GENERAL	866.18	866.18
Total 66068233:											

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	11/26/2014	92735	770	WESTERN NEVADA SUP	SEALANT	66070805	1	7401-430-62-46	SUPPLIES-GENERAL	15.11	15.11
Total 66070805:											
										15.11	15.11
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	METER BOX WITH LID	66071286	1	7110-430-42-46	SUPPLIES-GENERAL	214.28	214.28
Total 66071286:											
										214.28	214.28
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	REPAIR BAND	66075050	1	7110-430-42-46	SUPPLIES-GENERAL	135.18	135.18
Total 66075050:											
										135.18	135.18
11/14	11/26/2014	92735	770	WESTERN NEVADA SUP	VALVE	CM66036910	1	7401-430-62-46	SUPPLIES-GENERAL	187.79-	187.79-
Total CM66036910:											
										187.79-	187.79-
Grand Totals:										21,300.74	21,300.74

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

M = Manual Check, V = Void Check

## Report Criteria:

Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
12/04/2014	CDPT	12/03/2014	335	CITY OF SUSANVILLE PA	1	7650-2203-1	1,967.49-
12/04/2014	CDPT	12/03/2014	335	CITY OF SUSANVILLE PA	1	7650-2203-1	1,967.49-
12/04/2014	CDPT	12/03/2014	335	CITY OF SUSANVILLE PA	1	7650-2203-1	959.22-
12/04/2014	CDPT	12/03/2014	335	CITY OF SUSANVILLE PA	1	7650-2203-1	959.22-
12/04/2014	CDPT	12/03/2014	335	CITY OF SUSANVILLE PA	1	7650-2203-1	6,397.26-
12/04/2014	CDPT	12/03/2014	336	EMPLOYMENT DEV. DEP	6	7650-2203-1	1,903.99-
12/04/2014	CDPT	12/03/2014	337	EMPLOYMENT DEV DEP	7	7650-2203-1	637.31-
12/04/2014	CDPT	12/03/2014	92784	UNITED STATES TREAS	29	7650-2203-0	2,066.42-
Grand Totals:			8				16,858.40-

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
12/14	12/04/2014	92785	1464	ACCURATE CORROSION	CATHODIC PROTECTION SURV	6142	1	7401-430-62-43	TECHNICAL SVCS	5,500.00	5,500.00
Total 6142:											
12/14	12/04/2014	92786	21	AIRGAS USA, LLC	OXYGEN	9033676956	1	7110-430-42-46	SUPPLIES-GENERAL	37.96	37.96
Total 9033676956:											
12/14	12/04/2014	92786	21	AIRGAS USA, LLC	ACETYLENE/ARGON/OXYGE	9922540422	1	7110-430-42-46	SUPPLIES-GENERAL	70.68	70.68
12/14	12/04/2014	92786	21	AIRGAS USA, LLC	ACETYLENE/ARGON/OXYGE	9922540422	2	7401-430-62-46	SUPPLIES-GENERAL	39.06	39.06
12/14	12/04/2014	92786	21	AIRGAS USA, LLC	ACETYLENE/ARGON/OXYGE	9922540422	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	77.48	77.48
12/14	12/04/2014	92786	21	AIRGAS USA, LLC	ACETYLENE/ARGON/OXYGE	9922540422	4	7401-430-62-44	REPAIR AND MAINT-VEHICLE	77.48	77.48
12/14	12/04/2014	92786	21	AIRGAS USA, LLC	ACETYLENE/ARGON/OXYGE	9922540422	5	2007-431-20-44	REPAIR AND MAINTENANCE-V	77.49	77.49
Total 9922540422:											
12/14	12/04/2014	92787	76	BILLINGTON ACE HARD	BIT	315242	1	1000-422-10-46	SUPPLIES-SMALL TOOLS	5.79	5.79
Total 315242:											
12/14	12/04/2014	92787	76	BILLINGTON ACE HARD	RAKES	315264	1	1000-422-10-46	SUPPLIES-GENERAL	35.78	35.78
Total 315264:											
12/14	12/04/2014	92787	76	BILLINGTON ACE HARD	STAPLE, CLOTHS, STRAPS	315653	1	1000-422-10-46	SUPPLIES-GENERAL	54.88	54.88
Total 315653:											
12/14	12/04/2014	92787	76	BILLINGTON ACE HARD	SCREW/SPAX	316437	1	7620-430-10-46	SUPPLIES-GENERAL	3.38	3.38
Total 316437:											
12/14	12/04/2014	92787	76	BILLINGTON ACE HARD	TAPE, 4" DISC	316626	1	2007-431-20-46	SUPPLIES-GENERAL	17.77	17.77

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 316626:								17.77	17.77
12/14	12/04/2014	92788	116	CASHMAN EQUIPMENT	REPAIR OF LIFT	INW00809316	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	111.00	111.00
		Total INW00809316:								111.00	111.00
12/14	12/04/2014	92789	161	CSK AUTO INC	GASKET	2740340752	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	16.11	16.11
		Total 2740340752:								16.11	16.11
12/14	12/04/2014	92790	171	DANS TREE SERVICE	REMOVE DEAD TREES	193039	1	7110-430-42-43	TECHNICAL SVCS	250.00	250.00
		Total 193039:								250.00	250.00
12/14	12/04/2014	92791	198	DITCH WITCH EQUIPMEN	SPRAY NOZZLE	213824	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	35.97	35.97
		Total 213824:								35.97	35.97
12/14	12/04/2014	92792	136	EMERGENCY EQUIPMEN	ORING, GAUGE	63161	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	282.39	282.39
		Total 63161:								282.39	282.39
12/14	12/04/2014	92793	230	ENTENMANN - ROVIN CO	FLAT BADGE	0103895	1	1000-417-10-46	SUPPLIES-GENERAL	90.86	90.86
		Total 0103895:								90.86	90.86
12/14	12/04/2014	92794	1290	FARWEST CORROSION	POLYKEN	0258965	1	7401-430-62-46	SUPPLIES-GENERAL	291.51	291.51
		Total 0258965:								291.51	291.51
12/14	12/04/2014	92795	238	FASTENAL COMPANY	PLUGS, CABLE TIES	61734	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	55.27	55.27
12/14	12/04/2014	92795	238	FASTENAL COMPANY	PLUGS, CABLE TIES	61734	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	55.27	55.27
12/14	12/04/2014	92795	238	FASTENAL COMPANY	PLUGS, CABLE TIES	61734	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	55.27	55.27
		Total 61734:								165.81	165.81
12/14	12/04/2014	92795	238	FASTENAL COMPANY	SHOECOVER	61920	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	36.25	36.25

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 61920:											
12/14	12/04/2014	92795	238	FASTENAL COMPANY	SAFETY GLASSES	61932	1	7110-430-42-46	SUPPLIES-GENERAL	7.20	7.20
Total 61932:											
12/14	12/04/2014	92796	243	FEDEX	POSTAGE P/D	285360042	1	1000-421-10-46	POSTAGE	8.85	8.85
Total 285360042:											
12/14	12/04/2014	92797	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	478017A	1	7110-430-42-43	TECHNICAL SVCS	133.00	133.00
Total 478017A:											
12/14	12/04/2014	92797	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	478229A	1	7110-430-42-43	TECHNICAL SVCS	85.00	85.00
Total 478229A:											
12/14	12/04/2014	92797	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	478463A	1	7110-430-42-43	TECHNICAL SVCS	178.00	178.00
Total 478463A:											
12/14	12/04/2014	92798	257	FOREST OFFICE EQUIP	MONTHLY MAINT. FOLDING MA	CC5885	1	7401-430-62-44	REPAIR AND MAINTENANCE-MI	42.00	42.00
12/14	12/04/2014	92798	257	FOREST OFFICE EQUIP	MONTHLY MAINT. FOLDING MA	CC5885	2	7110-430-42-43	TECHNICAL SVCS	42.00	42.00
Total CC5885:											
12/14	12/04/2014	92799	265	FRONTIER	257-1056 P/W SHOP	1056 112014	1	7620-430-10-45	COMMUNICATIONS	44.97	44.97
Total 1056 112014:											
12/14	12/04/2014	92799	265	FRONTIER	257-1057 P/W FAX	1057 112014	1	7620-430-10-45	COMMUNICATIONS	191.05	191.05
Total 1057 112014:											
12/14	12/04/2014	92799	265	FRONTIER	257-7236 NAT GAS	7236 112014	1	7620-430-10-45	COMMUNICATIONS	189.27	189.27

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
										189.27	189.27
										56.83	56.83
										56.83	56.83
										459.39	459.39
										459.39	459.39
										40.76	40.76
										40.76	40.76
										342.04	342.04
										37.45-	37.45-
										37.45-	37.45-
										72.42	72.42
										72.42	72.42
										92.90	92.90
										92.90	92.90
										368.10	368.10
										368.10	368.10
										107.11	107.11
										107.11	107.11

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 720965:											
12/14	12/04/2014	92807	412	LASSEN REGIONAL SOLI	DUMP FEES	720974	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 720974:											
12/14	12/04/2014	92807	412	LASSEN REGIONAL SOLI	DUMP FEES	721136	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 721136:											
12/14	12/04/2014	92807	412	LASSEN REGIONAL SOLI	DUMP FEES	721151	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 721151:											
12/14	12/04/2014	92807	412	LASSEN REGIONAL SOLI	DUMP FEES	721160	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 721160:											
12/14	12/04/2014	92807	412	LASSEN REGIONAL SOLI	DUMP FEES	721170	1	2007-431-20-44	DISPOSAL	36.00	36.00
Total 721170:											
12/14	12/04/2014	92808	413	LASSEN TIRE	4 BAL/DISMOUNT/MOUNT #80	46230	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	596.81	596.81
Total 46230:											
12/14	12/04/2014	92809	425	LES SCHWAB TIRE CENT	#331 FLAT REPAIR	60400096625	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	34.00	34.00
Total 60400096625:											
12/14	12/04/2014	92809	425	LES SCHWAB TIRE CENT	BALANCE WHEEL	60400096739	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	93.00	93.00
Total 60400096739:											
12/14	12/04/2014	92809	425	LES SCHWAB TIRE CENT	TIRES FOR BACKHOE	60400097240	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	199.87	199.87
12/14	12/04/2014	92809	425	LES SCHWAB TIRE CENT	TIRES FOR BACKHOE	60400097240	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	1,798.87	1,798.87

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 60400097240:											
12/14	12/04/2014	92810	437	LMUD	LASSEN COLLEGE WELL #5	120270 112614	1	7110-430-42-46	ELECTRICITY	32.45	32.45
Total 120270 112614:											
12/14	12/04/2014	92810	437	LMUD	SOUTH ST - PUBLIC WORKS O	14590 112614	1	7620-430-10-46	ELECTRICITY	509.08	509.08
Total 14590 112614:											
12/14	12/04/2014	92810	437	LMUD	CADY SPRINGS	26784 112614	1	7110-430-42-46	ELECTRICITY	24.31	24.31
Total 26784 112614:											
12/14	12/04/2014	92810	437	LMUD	1505 MAIN ST	2876 112414	1	1000-422-10-46	ELECTRICITY	773.18	773.18
Total 2876 112414:											
12/14	12/04/2014	92810	437	LMUD	RICHMOND RD BRIDGE	35094 112614	1	2007-431-60-46	ELECTRICITY	229.12	229.12
Total 35094 112614:											
12/14	12/04/2014	92810	437	LMUD	N WEATHERLOW ST SIGNALS	3651 112414	1	2007-431-60-46	ELECTRICITY	133.87	133.87
Total 3651 112414:											
12/14	12/04/2014	92810	437	LMUD	720 SOUTH ST TANK	38646 112614	1	7620-430-10-46	ELECTRICITY	77.62	77.62
Total 38646 112614:											
12/14	12/04/2014	92810	437	LMUD	MAIN & ALEXANDER	49496 112414	1	2007-431-60-46	ELECTRICITY	106.00	106.00
Total 49496 112414:											
12/14	12/04/2014	92810	437	LMUD	MAIN & FAIRFIELD	49497 112414	1	2007-431-60-46	ELECTRICITY	104.39	104.39
Total 49497 112414:											

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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
12/14	12/04/2014	92810	437	LMUD	MAIN & JOHNSTONVILLE SIGN	49498 112414	1	2007-431-60-46	ELECTRICITY	127.25	127.25
Total 49498 112414:											
12/14	12/04/2014	92810	437	LMUD	RIVERSIDE & MAIN SIGNAL LIG	49499 112414	1	2007-431-60-46	ELECTRICITY	206.48	206.48
Total 49499 112414:											
12/14	12/04/2014	92810	437	LMUD	SPRING RIDGE BOOSTER	55754 112614	1	7110-430-42-46	ELECTRICITY	364.51	364.51
Total 55754 112614:											
12/14	12/04/2014	92810	437	LMUD	WELL 1	7714 112414	1	7110-430-42-46	ELECTRICITY	20.52	20.52
Total 7714 112414:											
12/14	12/04/2014	92810	437	LMUD	1801 MAIN ST	8314 112414	1	1000-421-10-46	ELECTRICITY	750.73	750.73
Total 8314 112414:											
12/14	12/04/2014	92810	437	LMUD	GEO THERMAL PUMP #2	9503 112614	1	7301-430-52-46	ELECTRICITY	37.64	37.64
Total 9503 112614:											
12/14	12/04/2014	92810	437	LMUD	GEO THERMAL HOSPITAL LANE	9963 112614	1	7301-430-52-46	ELECTRICITY	10.42	10.42
Total 9963 112614:											
12/14	12/04/2014	92811	1463	MILLER CLEANING SERV	JANITORIAL SERVICES	MCS1423	1	1000-421-10-44	CUSTODIAL	450.00	450.00
Total MCS1423:											
12/14	12/04/2014	92812	481	MISSION LINEN & UNIFO	WATER LINEN SER 12/02/14	250252333	1	7110-430-42-44	LINEN SERVICE	79.24	79.24
Total 250252333:											
12/14	12/04/2014	92812	481	MISSION LINEN & UNIFO	STREET LINEN SER 12/02/14	250252334	1	2007-431-20-44	LINEN SERVICE	6.68	6.68

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 250252334:											
12/14	12/04/2014	92812	481	MISSION LINEN & UNIFO	720 SOUTH ST 12/02/14	250252335	1	7620-430-10-44	LINEN SERVICE	62.66	62.66
Total 250252335:											
12/14	12/04/2014	92812	481	MISSION LINEN & UNIFO	GAS LINEN SER 12/02/14	250252337	1	7401-430-62-44	LINEN SERVICES	77.72	77.72
Total 250252337:											
12/14	12/04/2014	92813	1182	NORTHERN CALIFORNIA	GLOVES	175690	1	7110-430-42-46	SUPPLIES - SAFETY ITEMS	500.00	500.00
12/14	12/04/2014	92813	1182	NORTHERN CALIFORNIA	GLOVES	175690	2	7401-430-62-46	SUPPLIES - SAFETY ITEMS	500.00	500.00
12/14	12/04/2014	92813	1182	NORTHERN CALIFORNIA	GLOVES	175690	3	7620-430-10-46	SUPPLIES-SAFETY ITEMS	500.00	500.00
12/14	12/04/2014	92813	1182	NORTHERN CALIFORNIA	GLOVES	175690	4	2006-431-25-46	SUPPLIE - GENERAL	470.37	470.37
12/14	12/04/2014	92813	1182	NORTHERN CALIFORNIA	GLOVES	175690	5	2007-431-20-46	SUPPLIES-GENERAL	250.00	250.00
Total 175690:											
12/14	12/04/2014	92814	572	QUILL CORPORATION	PENS	112114	1	1000-422-10-46	SUPPLIES-GENERAL	64.46	64.46
Total 112114:											
12/14	12/04/2014	92814	572	QUILL CORPORATION	CORK BOARD	8165659	1	7620-430-10-46	SUPPLIES-GENERAL	32.24	32.24
Total 8165659:											
12/14	12/04/2014	92814	572	QUILL CORPORATION	CLIPS, CALENDAR	8165880	1	7620-430-10-46	SUPPLIES-GENERAL	33.26	33.26
Total 8165880:											
12/14	12/04/2014	92814	572	QUILL CORPORATION	STICKY NOTES, POST ITS, PAP	8201437	1	7620-430-10-46	SUPPLIES-GENERAL	34.90	34.90
Total 8201437:											
12/14	12/04/2014	92815	582	RAY MORGAN CO INC	FIRE COPIER 12/26/14-1/25/15	786478	1	1000-422-10-44	RENT & LEASES EQUIP & VEHI	32.12	32.12
Total 786478:											

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
12/14	12/04/2014	92816	1082	SIERRA CASCADE AGGR	ASPHALT	4454	1	2007-431-20-46	SUPPLIES-GENERAL	1,003.78	1,003.78
Total 4454:											
12/14	12/04/2014	92817	1076	SIERRA COFFEE AND BE	PMWATER SERVICE 11/26/14	043224	1	7620-430-10-46	SUPPLIES-GENERAL	7.25	7.25
Total 043224:											
12/14	12/04/2014	92818	640	SIERRA ELECTRONICS	RADIO REPAIRS	206244	1	1000-421-10-44	RADIO - REPAIR & MAINTENAN	159.10	159.10
Total 206244:											
12/14	12/04/2014	92819	641	SIERRA FILTRATION PR	16X20X2 ZL PLEAT	62874	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	125.94	125.94
Total 62874:											
12/14	12/04/2014	92820	1270	SILVER STATE BARRICA	STOP SIGNS	76910	1	2007-431-20-46	SUPPLIES-GENERAL	709.20	709.20
Total 76910:											
12/14	12/04/2014	92820	1270	SILVER STATE BARRICA	SGN HARRIS AND N PINE	77091	1	2007-431-20-46	SUPPLIES-GENERAL	48.08	48.08
Total 77091:											
12/14	12/04/2014	92820	1270	SILVER STATE BARRICA	WARNING SIGNS	77291	1	2007-431-20-46	SUPPLIES-GENERAL	170.23	170.23
Total 77291:											
12/14	12/04/2014	92821	1141	THOMPSON GARAGE DO	HINGES	71800	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	168.00	168.00
Total 71800:											
12/14	12/04/2014	92822	770	WESTERN NEVADA SUP	ELLS	66065055	1	7401-430-62-46	SUPPLIES-GENERAL	149.68	149.68
Total 66065055:											
12/14	12/04/2014	92822	770	WESTERN NEVADA SUP	IGNITOR CONTROL	66073512	1	7401-430-62-46	SUPPLIES-GENERAL	600.33	600.33

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 66073512:											
12/14	12/04/2014	92822	770	WESTERN NEVADA SUP	REPAIR BAND	66079493	1	7110-430-42-46	SUPPLIES-GENERAL	454.10	454.10
Total 66079493:											
12/14	12/04/2014	92822	770	WESTERN NEVADA SUP	TEFLON TAPE	66080708	1	7401-430-62-46	SUPPLIES-GENERAL	33.65	33.65
Total 66080708:											
12/14	12/04/2014	92822	770	WESTERN NEVADA SUP	TEFLON TAPE, SEALANT, PSI G	66080734	1	7401-430-62-46	SUPPLIES-GENERAL	86.72	86.72
Total 66080734:											
12/14	12/04/2014	92822	770	WESTERN NEVADA SUP	TUBE CUTTER	66080869	1	7401-430-62-46	SUPPLIES-GENERAL	15.56	15.56
Total 66080869:											
12/14	12/04/2014	92822	770	WESTERN NEVADA SUP	BALL VALVE	66081710	1	7620-430-10-46	SUPPLIES-GENERAL	11.32	11.32
Total 66081710:											
12/14	12/04/2014	92822	770	WESTERN NEVADA SUP	ADAPTER, BUSHING, TAPE	66082697	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	17.62	17.62
Total 66082697:											
12/14	12/04/2014	92822	770	WESTERN NEVADA SUP	TUBE, FLAG ADAPTER	66083164	1	7401-430-62-46	SUPPLIES-GENERAL	194.45	194.45
Total 66083164:											
12/14	12/04/2014	92823	1418	WURTH INC.	WHEEL HAMMER, VALVE	94903351	1	7110-430-42-46	SUPPLIES-SMALL TOOLS	12.63	12.63
12/14	12/04/2014	92823	1418	WURTH INC.	WHEEL HAMMER, VALVE	94903351	2	7401-430-62-46	SUPPLIES-SMALL TOOLS	12.63	12.63
12/14	12/04/2014	92823	1418	WURTH INC.	WHEEL HAMMER, VALVE	94903351	3	2007-431-20-46	SUPPLIES-SMALL TOOLS	12.64	12.64
Total 94903351:											
12/14	12/04/2014	92824	1378	ZITO MEDIA		56225062 112714	1	1000-422-10-45	COMMUNICATIONS	35.75	35.75

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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 356225062 112714:											
										35.75	35.75
Grand Totals:											
										23,802.69	23,802.69

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
12/14	12/05/2014	92826	1468		ADVANCED DISABILITY PYMNT	12/5/14	1	1000-421-10-41	REGULAR EMPLOYEES	2,354.96	2,354.96
Total 12/5/14:											
										2,354.96	2,354.96
12/14	12/05/2014	92825	1023	TALLA, PETER M.	CITY ATTORNEY 10/26/14-11/25	120514	1	1000-412-10-43	PROFESSIONAL SVCS	2,115.00	2,115.00
Total 12/05/14:											
										2,115.00	2,115.00
Grand Totals:											
										4,469.96	4,469.96

## Report Criteria:

Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
12/05/2014	CDPT	12/09/2014	338	CITY OF SUSANVILLE PA	1	7650-2203-1	6,390.36-
12/05/2014	CDPT	12/09/2014	338	CITY OF SUSANVILLE PA	1	7650-2203-1	6,390.36-
12/05/2014	CDPT	12/09/2014	338	CITY OF SUSANVILLE PA	1	7650-2203-1	2,071.89-
12/05/2014	CDPT	12/09/2014	338	CITY OF SUSANVILLE PA	1	7650-2203-1	2,071.89-
12/05/2014	CDPT	12/09/2014	338	CITY OF SUSANVILLE PA	1	7650-2203-1	16,517.51-
12/05/2014	CDPT	12/09/2014	339	EMPLOYMENT DEV. DEP	6	7650-2203-1	5,076.27-
12/05/2014	CDPT	12/09/2014	340	EMPLOYMENT DEV DEP	7	7650-2203-1	1,351.61-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	67.14-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	1,612.89-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	3,323.17-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	1,264.18-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	361.60-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	568.60-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	176.05-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	176.05-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	27.12-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	386.59-
12/04/2014	CDPT	12/08/2014	92827	P.E.R.S.	8	7650-2203-1	1,653.39-
12/05/2014	CDPT	12/09/2014	92832	CA STATE DISBURSEME	26	7650-2203-0	184.61-
12/05/2014	CDPT	12/09/2014	92833	CA STATE DISBURSEME	35	7650-2203-0	155.07-
12/05/2014	CDPT	12/09/2014	92834	CA STATE DISBURSEME	36	7650-2203-0	330.92-
12/05/2014	CDPT	12/09/2014	92835	CA STATE DISBURSEME	37	7650-2203-0	69.23-
12/05/2014	CDPT	12/09/2014	92836	NATIONWIDE RETIREME	5	7650-2203-0	300.00-
12/05/2014	CDPT	12/09/2014	92837	STATE OF CALIF FRAN T	27	7650-2203-0	371.74-
12/05/2014	CDPT	12/09/2014	92838	VALIC	4	7650-2203-0	2,072.05-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	9,154.86-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	2,010.45-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	6,026.86-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	4,180.04-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	145.04-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	135.12-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	124.39-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	959.50-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	959.50-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	813.06-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	813.06-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	330.61-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	301.27-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	16.00-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	4,066.30-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	1,284.82-
12/05/2014	CDPT	12/09/2014	92839	P.E.R.S.	8	7650-2203-1	2,582.14-
Grand Totals:			42				86,873.31-

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
12/14	12/10/2014	92840	728	U S POSTMASTER	WATER BILLING POSTAGE	121014	1	7110-430-42-46	POSTAGE	199.47	199.47
12/14	12/10/2014	92840	728	U S POSTMASTER	GAS BILLING POSTAGE	121014	2	7401-430-62-46	POSTAGE	102.75	102.75
Total 121014:										302.22	302.22
Grand Totals:										302.22	302.22

Reviewed by:  City Administrator  
 City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted By:** Deborah Savage, Finance Manager

**Action Date:** December 17, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Monthly Finance Reports

**PRESENTED BY:** Deborah Savage, Finance Manager

**SUMMARY:** Attached for the Council's review is the cash and investment report and the summary report of revenues, expenditures and projected fund balances for the month of November 2014.

**FISCAL IMPACT:** None

**ACTION**

**REQUESTED:** Motion to receive and file monthly finance report.

**ATTACHMENTS:** Pooled cash and investments report  
Caselle cash report  
Receipts and disbursements report  
Revenues, expenses and fund balances report

## POOLED CASH & INVESTMENTS

November 30, 2014

POOLED CASH FUND	
Cash Clearing-NSF Checks	157
Bank of America - Checking	125,874
LAIF	12,517,658
Total Cash & Investments	<u>12,643,689</u>

### Pooled Cash Allocation:

General Fund	689,957
General Fund Restricted	787,167
Special Revenue	1,741,144
Capital Projects	149,509
Debt Service	829,172
Enterprise	
Airport	(6,041)
Geothermal	294,237
Golf Course	(52,456)
Natural Gas	3,110,813
Water	4,346,466
Internal Service	206,799
Trust & Agency	546,923
Total Cash & Inv. Allocations	<u>12,643,689</u>

## CASH WITH FISCAL AGENTS

November 30, 2014

General	
Special Revenue	
Capital Projects	
Debt Service	150,004
Enterprise	3,338,789
Internal Service	
Trust & Agency	
Total Cash with Fiscal Agents	<u>3,488,793</u>
GRAND TOTAL	<u>16,132,482</u>

# RECEIPTS AND DISBURSEMENTS REPORT

Date	Dep Date	J/P Disbursement	Receipts	Balance
				\$173,083.53
11/3/2014			\$61,587.60	\$234,671.13
11/3/2014			\$1,125.88	\$235,797.01
11/3/2014			\$436.00	\$236,233.01
11/3/2014		-\$449.05		\$235,783.96
11/3/2014		-\$2,176.24		\$233,607.72
11/3/2014			\$4,622.21	\$238,229.93
11/4/2014			\$26,933.52	\$265,163.45
11/4/2014			\$1,864.32	\$267,027.77
11/4/2014		-\$75.50		\$266,952.27
11/4/2014			\$2,485.44	\$269,437.71
11/4/2014			\$272.00	\$269,709.71
11/5/2014			\$16,077.66	\$285,787.37
11/5/2014			\$881.22	\$286,668.59
11/5/2014		-\$10,053.82		\$276,614.77
11/5/2014			\$3,499.13	\$280,113.90
11/5/2014			\$87.49	\$280,201.39
11/5/2014			\$2,334.90	\$282,536.29
11/5/2014		-\$51,369.48		\$231,166.81
11/6/2014			\$26,365.92	\$257,532.73
11/6/2014			\$1,136.49	\$258,669.22
11/6/2014				\$258,669.22
11/6/2014			\$4,034.12	\$262,703.34
11/6/2014			\$233.00	\$262,936.34
11/7/2014			\$17,514.30	\$280,450.64
11/7/2014			\$489.41	\$280,940.05
11/7/2014			\$4,253.66	\$285,193.71
11/7/2014			\$242.00	\$285,435.71
11/10/2014			\$33,552.99	\$318,988.70
11/10/2014			\$501.26	\$319,489.96
11/10/2014			\$31.93	\$319,521.89
11/10/2014			\$58.36	\$319,580.25
11/10/2014		-\$43,590.69		\$275,989.56
11/10/2014			\$2,049.24	\$278,038.80
11/12/2014			\$43,873.92	\$321,912.72
11/12/2014			\$105.77	\$322,018.49
11/12/2014		-\$30,502.13		\$291,516.36
11/12/2014		-\$4,267.71		\$287,248.65
11/12/2014		-\$1,266.27		\$285,982.38
11/12/2014		-\$35,836.65		\$250,145.73
11/12/2014		-\$91,294.44		\$158,851.29
11/12/2014		-\$4,995.11		\$153,856.18
11/12/2014		-\$5,592.00		\$148,264.18
11/12/2014			\$2,951.55	\$151,215.73
11/12/2014			\$1,069.76	\$152,285.49
11/13/2014			\$31,852.49	\$184,137.98
11/13/2014		-\$39.08		\$184,098.90
11/13/2014			\$54.99	\$184,153.89
11/13/2014		-\$63,871.05		\$120,282.84
11/13/2014			\$207.53	\$120,490.37
11/13/2014			\$350.00	\$120,840.37
11/13/2014			\$2,691.59	\$123,531.96
11/13/2014			\$908.45	\$124,440.41
11/14/2014			\$7,830.51	\$132,270.92
11/14/2014			\$437.93	\$132,708.85
11/14/2014			\$2,621.40	\$135,330.25
11/14/2014			\$23.56	\$135,353.81
11/17/2014			\$12,623.39	\$147,977.20

# RECEIPTS AND DISBURSEMENTS REPORT

Date	Dep Date	VP Disbursement	Receipts	Balance
11/17/2014			\$106.64	\$148,083.84
11/17/2014		-\$1,178.89		\$146,904.95
11/17/2014		-\$33.00		\$146,871.95
11/17/2014		-\$40.00		\$146,831.95
11/17/2014		-\$20.00		\$146,811.95
11/17/2014			\$2,253.59	\$149,065.54
11/17/2014			\$670.11	\$149,735.65
11/18/2014			\$30,401.49	\$180,137.14
11/18/2014			\$329.22	\$180,466.36
11/18/2014			\$116,000.00	\$296,466.36
11/18/2014			\$6,908.00	\$303,374.36
11/18/2014			\$1,864.87	\$305,239.23
11/18/2014		-\$1,178.46		\$304,060.77
11/19/2014			\$22,154.68	\$326,215.45
11/19/2014			\$479.60	\$326,695.05
11/19/2014		-\$73.65		\$326,621.40
11/19/2014			\$1,504.20	\$328,125.60
11/19/2014			\$87.00	\$328,212.60
11/20/2014			\$7,866.48	\$336,079.08
11/20/2014				\$336,079.08
11/20/2014			\$892,000.00	\$1,228,079.08
11/20/2014		-\$892,620.10		\$335,458.98
11/20/2014			\$2,198.50	\$337,657.48
11/20/2014			\$101.00	\$337,758.48
11/21/2014			\$9,698.10	\$347,456.58
11/21/2014		-\$54,988.68		\$292,467.90
11/21/2014			\$1,663.35	\$294,131.25
11/21/2014			\$11.28	\$294,142.53
11/21/2014			\$795.86	\$294,938.39
11/24/2014			\$30,002.97	\$324,941.36
11/24/2014			\$150.65	\$325,092.01
11/24/2014				\$325,092.01
11/24/2014			\$3,025.21	\$328,117.22
11/24/2014			\$27.50	\$328,144.72
11/25/2014			\$19,303.37	\$347,448.09
11/25/2014			\$577.08	\$348,025.17
11/25/2014		-\$30.00		\$347,995.17
11/25/2014			\$7,622.45	\$355,617.62
11/25/2014			\$1,456.18	\$357,073.80
11/25/2014			\$246.61	\$357,320.41
11/25/2014				\$357,320.41
11/25/2014		-\$94,615.05		\$262,705.36
11/25/2014		-\$5,041.30		\$257,664.06
11/25/2014		-\$32,114.37		\$225,549.69
11/25/2014		-\$4,534.87		\$221,014.82
11/25/2014		-\$1,313.66		\$219,701.16
11/25/2014		-\$71,368.59		\$148,332.57
11/25/2014		-\$45,246.82		\$103,085.75
11/25/2014		-\$21,300.74		\$81,785.01
11/26/2014			\$41,991.80	\$123,776.81
11/26/2014			\$282.13	\$124,058.94
11/26/2014			\$65.00	\$124,123.94
11/26/2014			\$135.51	\$124,259.45
11/26/2014			\$62.08	\$124,321.53
11/26/2014			\$1,374.40	\$125,695.93
11/26/2014			\$206.15	\$125,902.08
11/26/2014		-\$12.02		\$125,890.06
11/26/2014		-\$16.34	\$0.06	\$125,873.78

CITY OF SUSANVILLE  
 COMBINED CASH AND INVESTMENTS  
 NOVEMBER 30, 2014

COMBINED ACCOUNTS

9999-1001-003	CASH CLEARING - NSF CHECKS	157.40
9999-1011-001	B OF A # 08038-80200	125,873.78
9999-1030-001	LAIF	12,517,657.72
		<hr/>
	TOTAL COMBINED CASH AND INVESTMENTS	12,643,688.90
9999-1000-000	CLAIM ON CASH	( 12,643,688.90)
		<hr/>
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

RESTRICTED FUNDS

1001	ALLOCATION TO GF-DEPOSITS PAYABLE	93,108.34
1002	ALLOCATION TO GF-ECONOMIC DEVELOPMENT	3,420.83
1004	ALLOCATION TO GF-PANCERA PLAZA	18,153.38
1005	ALLOCATION TO GF-RESERVE ACCOUNT	801,899.15
2002	ALLOCATION TO STATE COPS	( 2,966.92)
2006	ALLOCATION TO SNOW REMOVAL	115,570.48
2007	ALLOCATION TO STREETS & HIGHWAYS	270,719.12
2010	ALLOCATION TO STREET MITIGATION	117,991.26
2011	ALLOCATION TO POLICE MITIGATION	69,028.79
2012	ALLOCATION TO FIRE MITIGATION	141,937.65
2013	ALLOCATION TO PARK DEDICATION FUND	14,975.39
2014	ALLOCATION TO STATE OF CA - PROP 30/AB 109	59,117.00
2016	ALLOCATION TO CDBG REVOLVING LOAN FUND	196,700.75
2017	ALLOCATION TO STATE ECONOMIC REV FD	233,482.89
2018	ALLOCATION TO HOME REVOLVING FUND	193,173.09
2030	ALLOCATION TO TRAFFIC SAFETY	90,904.66
2035	ALLOCATION TO PAUL BUNYAN/ASH STREET	96,076.34
2037	ALLOCATION TO SKYLINE BICYCLE LANE	7,484.43
3019	ALLOCATION TO STIP REHABILITATION PROJECT	( 42,447.10)
3020	ALLOCATION TO STIP FEDERAL REHAB PROJECT	( 6,172.08)
3023	ALLOCATION TO PROP 1B IMPROVEMENTS	25,651.94
3025	ALLOCATION TO SIERRA PARK PROJECT	172,475.96
4001	ALLOCATION TO MARK ROOS SERIES B/92	58,033.50
4003	ALLOCATION TO CITY HALL	39,092.68
4004	ALLOCATION TO 2013 CALPERS REFUNDING LOAN	732,046.15
7111	ALLOCATION TO WATER RATE STABILIZATION FUND	3,000,000.00
7114	ALLOCATION TO WATER CAPITAL IMPROVEMENTS	1,101,539.34
7402	ALLOCATION TO NATURAL GAS STABILIZATION FUND	1,807,075.00
7610	ALLOCATION TO OPEB	25,682.14
7630	ALLOCATION TO RISK MANAGEMENT FUND	30,546.91
7650	ALLOCATION TO PAYROLL	62,587.83
8401	ALLOCATION TO HUSA BUSINESS IMPROVE DIST	7,098.85
8402	ALLOCATION TO LAFCO	64,914.10
8403	ALLOCATION TO SEC 125 AFLAC	1,482.96
8404	ALLOCATION TO AIR POLLUTION	288,903.72
8405	ALLOCATION TO AIR POLLUTION-CARL MOYER	184,523.81
		<hr/>
	ALLOCATIONS TO RESTRICTED FUNDS	<u>10,073,812.34</u>

CITY OF SUSANVILLE  
 COMBINED CASH AND INVESTMENTS  
 NOVEMBER 30, 2014

UNRESTRICTED FUNDS

1000	ALLOCATION TO GENERAL FUND	629,889.11
1006	ALLOCATION TO POLICE BUILDING MAINT/EQUIP	20,022.70
1007	ALLOCATION TO FIRE BUILDING MAINT/EQUIP FUND	20,022.70
1008	ALLOCATION TO ADMIN SVCS BUILDING/EQUIP FUND	20,022.70
3015	ALLOCATION TO CITY HALL PARKING LOT PROJECT	7,534.04
7110	ALLOCATION TO WATER SYSTEM	244,926.23
7201	ALLOCATION TO AIRPORT	( 6,041.09)
7301	ALLOCATION TO GEOTHERMAL UTILITY	294,237.22
7401	ALLOCATION TO NATURAL GAS	1,303,737.55
7530	ALLOCATION TO GOLF COURSE	( 52,456.47)
7620	ALLOCATION TO PW ADMIN & ENGINEERING FUND	87,981.87
		<hr/>
	ALLOCATIONS TO UNRESTRICTED FUNDS	2,569,876.56
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	12,643,688.90
	ALLOCATION FROM COMBINED CASH FUND - 9999-1000-000	( 12,643,688.90)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<hr/> <hr/> .00

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

		Audited			Unaudited
<i>s./Bob/fund Balances Report</i>		6/30/14	YTD	YTD	<b>November</b>
Fund #	Fund Title	Fund Balance	Revenue	Expenditures	Fund Balance 11/30/14
100X	General Fund	2,496,024	819,505	1,884,611	1,430,918
2002	State COPS	41,999	13	44,979	(2,967)
2006	Snow Removal	119,656	61	2,662	117,055
2007	Streets	466,534	172,486	304,003	335,017
2010	Street Mitigation	111,147	6,844	0	117,991
2011	Police Mitigation	59,869	9,159	0	69,029
2012	Fire Mitigation	129,967	12,733	763	141,938
2013	Park Dedication	25,015	2	10,041	14,976
2014	State of CA - Prop 30/AB 109	28,273	41,124	10,280	59,117
2016	State Comm. Dev. Rev.FD	936,500	73,450	0	1,009,950
2017	State Economic Rev. FD	437,803	1,303	0	439,105
2018	Home Revolving Fund	748,731	705	0	749,435
2030	Traffic Safety	89,154	1,751	0	90,905
2035	Paul Bunyan/Ash Street Signal	96,036	41		96,076
2037	Skyline Bicycle Lane	7,482	3		7,485
3015	City Hall Parking Lot	44,600	0	37,066	7,534
3019	STIP Rehab Project	1,094	0	1,714	(620)
3020	STIP Federal Rehab Project	0		6,172	(6,172)
3023	Prop 1B CIP	26,940	0	0	26,940
3025	Sierra Park Project CIP	172,479	0	0	172,479
4001	Miller Fletcher	841,103	5	132,331	708,777
4003	City Hall Debt Service	48,875	58,993	68,705	39,162
4004	2013 CalPERS Refunding Loan	894,447	0	0	894,447
711X	Water Funds	3,051,782	975,171	895,287	3,131,666
7201	Airport	1,835,475	111,529	134,870	1,812,134
7301	Geothermal	534,643	31,035	15,480	550,198
740X	Natural Gas	(239,893)	788,346	1,345,922	(797,468)
7530	Golf Course	2,462,324	177,941	219,819	2,420,446
7610	OPEB	(129,704)	18,600	0	(111,104)
7620	PW Admin/Engineering	(344)	4,135	(73,887)	77,677
7630	Risk Management	229,962	175,352	374,767	30,547
8402	LAFCO	23,371	60,847	19,303	64,915
8404	Air Pollution	336,376	62,784	92,633	306,527
8405	Air Pollution - Carl Moyer	360,159	150	175,785	184,524
	<b>TOTALS</b>	<b>16,287,877</b>	<b>3,604,068</b>	<b>5,703,305</b>	<b>14,188,641</b>

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

\_\_\_\_\_ Motion only  
\_\_\_\_\_ Public Hearing  
X Resolution  
\_\_\_\_\_ Ordinance  
\_\_\_\_\_ Information

**Submitted By:** Heidi Whitlock, Assistant to the City Administrator

**Action Date:** December 17, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** **Resolution No. 14-5127** terminating Airport Hangar Land Lease Agreement, Lot #20 with Dennis Roberts and Ray Craig and authorizing execution of an Airport Hangar Land Lease Agreement for Hangar #20 with William and Linda Stewart.

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

**SUMMARY:** On November 5, 2014, the City Council was presented with the option of purchasing Hangar #20, owned by Dennis Roberts and Ray Craig, for the amount of \$37,500.00. City Council declined the purchase of the hangar. On November 26, 2014, William and Linda Stewart took possession of the hangar and are now required to execute a new Airport Hangar Land Lease Agreement for Hangar #20.

**FISCAL IMPACT:** Annual revenue of \$468.64 per year.

**ACTION**

**REQUESTED:** Motion approving **Resolution No. 14-5127** terminating Airport Hangar Land Lease Agreement, Lot #20 with Dennis Roberts and Ray Craig and authorizing execution of an Airport Hangar Land Lease Agreement, Lot #20 with William and Linda Stewart.

**ATTACHMENTS:** Resolution No. 14-5127  
Airport Hangar land Lease Agreement Hangar Owned by Lessee, Lot #20 executed by William and Linda Stewart.

**RESOLUTION NUMBER 14-5127**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE  
TERMINATING AIRPORT HANGAR LAND LEASE AGREEMENT, LOT #20 WITH  
DENNIS ROBERTS AND RAY CRAIG AND AUTHORIZING MAYOR TO EXECUTE  
AN AIRPORT HANGAR LAND LEASE AGREEMENT, LOT #20 WITH WILLIAM AND  
LINDA STEWART**

**WHEREAS**, Page 2, Paragraph 3 of the Airport hangar Land Lease Agreement, Lot #20 requires the Lessee to first submit an offer in writing to the City to sell said Leased Premises and improvements to the City for the same amount as any bona fide offer received by Lessee or for the fair market value, as the case may be; and

**WHEREAS**, on October 28, 2014 Ray Craig and Dennis Roberts offered to sell their interest in the hangar on Lot #20 to the City for \$37,500.00; and

**WHEREAS**, at its November 5, 2014 meeting, the City Council of the City of Susanville rejected purchase of the hangar on Lot #20 owned by Dennis Roberts and Ray Craig; and

**WHEREAS**, on November 26, 2014, Dennis Roberts and Ray Craig sold their interest in the hangar on Lot #20 to William and Linda Stewart for \$37,500.00; and

**WHEREAS**, the Airport Hangar Land Lease Agreement, Lot #20 held by Dennis Roberts and Ray Craig needs to be terminated and a new Airport Hangar Land Lease Agreement, Lot #20 needs to be executed by William and Linda Stewart as the new owners.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Susanville authorizes the following:

1. That the Airport Hangar Land Lease Agreement, Lot #20 held by Dennis Roberts and Ray Craig is hereby terminated; and
2. That William and Linda Stewart are the new owners of the hangar on Lot #20 and has executed an Airport Hangar Land Lease Agreement, Lot #20 as required.

APPROVED: \_\_\_\_\_  
Brian R. Wilson, Mayor

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

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 17th day of December, 2014, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

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

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

**AIRPORT HANGAR LAND LEASE AGREEMENT  
HANGAR OWNED BY LESSEE**

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_ 2014, between the CITY OF SUSANVILLE, a municipal corporation, organized and existing under the laws of the State of California, hereinafter referred to as "Lessor", and William and Linda Stewart, address: P.O. Box 2303, County of Lassen, state of California, hereinafter referred to as "Lessee", on the following terms and conditions:

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

SEE EXHIBIT "A" ATTACHED HERETO

(a) Lessee shall provide a hangar building plan for approval prior to any Lease execution for use as an airplane hangar. The rent shall be \$.2972935 per square foot per year, for the area including the space occupied by the hangar only which rent is payable in twelve (12) equal installments monthly in advance on the first day of each and every month; or paid in full within thirty (30) days of annual billing. Said rent shall be increased on an annual basis as set forth below.

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

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

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

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

2. Lessee shall use the hangar for the storage of one or more aircraft owned or leased by Lessee and shall not sublease the space for storing any property other than aircraft and that aircraft's related personal property. Lessee is allowed to store aircraft owned by Lessee in the airplane hangar, and Lessee's use of the hangar shall be for storage of Lessee's aircraft. In the event Lessee desires to sublease any part of the hangar not otherwise used by Lessee for storage of Lessee's aircraft, then Lessee must obtain the written permission of Lessor to do so and said sub lessee will be required to provide insurance as specified herein. In the event of

such sublease, the sublease shall be limited to storage of the sub lessee's aircraft, and personal property related to said aircraft; Lessee shall pay to Lessor as additional rent an amount equal to twenty percent (20%) of the amount charged by Lessee to Lessee's sub lessee, or \$20.00, whichever is greater. Lessee is prohibited from subleasing the entire hangar for storage of aircraft owned by others. If any provisions of this paragraph 2 are violated, Lessee shall forfeit this Lease. Lessee may, however, store Lessee's aircraft-related personal property in the hangar; provided, however, that Lessee is in fact storing aircraft in the hangar and the storage of Lessee's aircraft-related personal property does not interfere with the storage of such aircraft nor with the ingress and egress of such aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the Leased Premises. Lessor shall be notified in writing requesting Lessor's approval in the event Lessee desires to enter into a sublease.

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

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

5. Upon expiration of this Lease, Lessee shall have the right to remove said airplane hangar from said airport within ninety (90) days. Lessee shall continue to pay the rent then in effect during said ninety-day period. In the event the hangar is not moved off the airport within the ninety (90) days, said hangar shall become the property of the City of Susanville. Any holding over by Lessee past the term of this Lease shall not be deemed a renewal or extension of the term of this Lease.

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

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

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

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

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

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

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

13. Lessee covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease, for a purpose for which a Federal Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

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

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

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

19. There is hereby reserved to the Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for

navigation or flight through the said airspace or landing at, taking off from or operation on the Susanville Municipal Airport.

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

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

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

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

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

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

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

- a. The amount of the unpaid rent accrued through the date of termination of this Lease;

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

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

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

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States Government or any authorized agency thereof, by which Lessor obtains federally-owned surplus property or federal aid for the development, operation, and/or maintenance of the Susanville Municipal Airport. In the event that the FAA or any other federal agency requires modifications or changes in this Lease as a condition for the granting of funds for the improvement of lands and improvements covered by its laws, rules, or regulations, Lessee agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease, as may be required to obtain such funds except, however, that in no event will Lessee be required, pursuant to this section, to agree to any increase in the rents or fees provided for in this Lease. In the event Lessee refuses or fails to consent to the amendments, modifications, revisions, supplements, or deletions submitted to Lessee by Lessor pursuant to the provisions of this Section within thirty (30) days after receipt of the documents evidencing the changes, then this Lease shall be deemed to be amended and/or modified to comply with said changes as though the documents had been signed by all parties.

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

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

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

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

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

CITY OF SUSANVILLE  
LESSOR:

\_\_\_\_\_  
Brian Wilson, Mayor

Attest:

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

LESSEE:

  
\_\_\_\_\_  
Type Name: William Stewart, Owner

  
\_\_\_\_\_  
Type Name: Linda Stewart, Owner

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

Approved as to Form:

\_\_\_\_\_  
Peter Talia, City Attorney

EXHIBIT "A"

Legal Description

Hangar located on Lot #20 at the Susanville Municipal Airport as shown on Airport Layout Plan (APN 116-180-04-45).

EXHIBIT "B" - SPONSOR'S ASSURANCES  
PART V  
ASSURANCES

Airport and Planning Agency Sponsors

A. General

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

B. Duration and Applicability

1. Airport Development or Noise Program Implementation Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise program implementation project, or throughout the useful life of the project items installed within a facility under a noise program implementation project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
2. Airport Development or Noise Program Implementation Projects Undertaken by a Private Sponsor. The preceding Paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of facilities developed or equipment acquired under an airport development or noise program implementation project shall be no less than ten (10) years from the date of the acceptance of Federal aid for the project.

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

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

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

#### Federal Legislation

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

1/

#### Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

#### Federal Regulations

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.

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

1/ these laws do not apply to planning projects.

2/ these laws do not apply to private sponsors.

#### Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.\*
- b. A-102 - Uniform Requirements for Assistance to State and Local Governments.\*
- c. A-128 - Audits of State and Local Governments.

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

## 2. Responsibility and Authority of the Sponsor.

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

contained therein; to act in connection with the application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project cost which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
4. Good Title. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

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

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

5. Preserving Rights and Powers.

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

- d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise program implementation projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property
7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
8. Consultation with Users. In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.
10. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty (60) days after the project application has been received by the Secretary.
11. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two (2) counties within a single state, it

has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five (5) miles of the nearest boundary of the airport.

12. Terminal Development Prerequisites. For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under Section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
13. Accounting System, Audit, and Recordkeeping Requirements.
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. Veterans Preference. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c) (1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved

plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.

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

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

- (1) Operating the airport's aeronautical facilities whenever required; and
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

- (3) Promptly notifying airmen of any condition affecting aeronautical use of this airport.

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

- b. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.
20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
  21. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce the compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.
  22. Economic Nondiscrimination.
    - a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.
    - b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor
      - (1) To furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
      - (2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
    - c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
    - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to transportation as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classifications or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provision.
  - h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome, or impractical for more than one (1) fixed-based operator to provide such services, and (2) If allowing more than one (1) fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

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

24. Fee and Rental Structure. It will maintain a fee and rental structure consistent with Assurances 22 and 23, for the facilities and services being provided to the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport,

taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenue.** If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982 by the owner or operator of the airport, or provisions enacted before September 3, 1982 in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
26. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreement, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise program implementation projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
27. **Use of Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those useable for landing and takeoff of aircraft to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:
  - a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of government aircraft is three hundred (300) or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million (5,000,000) pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate

therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four (4) months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alteration in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.
- b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

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

31. Disposal of Land.

- a. For land purchased under grant before, on, after December 30, 1987 for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary

- for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
- b. For land purchased for airport purposes (other than noise compatibility) under grant before, on, or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the proceeds of such disposition, which is proportionate to the United States share of the cost of acquisition of such land, will be paid to the Secretary for deposit in the Trust Fund.
  - c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right there in necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.
32. Engineering and Design Services. It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Reviewed by: X City Administrator  
       City Attorney

       Motion only  
       Public Hearing  
  X   Resolution  
       Ordinance  
       Information

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

**Action Date:** December 17, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** **Resolution No. 14-5128** authorizing Mayor to execute contract with Green DOT Transportation Solutions for transportation planning, programming, monitoring, project development, and project delivery services, in an amount not to exceed \$150,000

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

**SUMMARY:** The City has multiple local, State, and Federally funded rehabilitation, reconstruction, complete streets, bicycle, and pedestrian projects being developed and implemented over the next three years. The City is in need of a qualified firm to assist City Staff with project development, management, programming, and delivery of these projects.

On September 19, 2014, staff released a request for qualifications (RFQ) for transportation consulting services to be provided through a personal services agreement. On October 2, 2014, one proposal was received from Green DOT Transportation Solutions.

Procedures set forth in the California Department of Transportation Local Assistance Procedures, Chapter 10, consultant selection, were followed to prepare the RFQ. The procurement process employed was the Small Purchases Procedures and this process allows a maximum contract amount of \$150,000.

At this time, \$150,000 has not been identified to exclusively fund Green DOT Transportation Solutions. The personal services agreement provides for work items to be identified by specific Task Orders to be issued by the City Administrator as needed to complete work and as funding is available. Funding sources that have been identified for Green DOT Transportation Solutions include STIP Funding for both project implementation and planning.

After evaluation of the proposal submitted by Green DOT Transportation Solutions, it was determined that Green DOT Transportation Solutions has the ability and experience to deliver the services outlined in the RFQ at an acceptable fee schedule.

**FISCAL IMPACT:** \$150,000 is the expenditure limit for the personal services agreement. The consultant, Green DOT Transportation Solutions, will be reimbursed with both State and Federal funds.

**ACTION REQUESTED:** Adopt **Resolution No. 14-5128** authorizing Mayor to execute Agreement.

**ATTACHMENTS:** Resolution No. 14-5128  
 Personal Services Agreement

**RESOLUTION NO. 14-5128**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**AUTHORIZING MAYOR TO EXECUTE AGREEMENT WITH GREEN DOT**  
**TRANSPORTATION SOLUTIONS FOR TRANSPORTATION PLANNING,**  
**PROGRAMMING, MONITORING, PROJECT DEVELOPMENT, AND PROJECT**  
**DELIVERY SERVICES**

**WHEREAS**, the City of Susanville has multiple local, state, and federally funded rehabilitation, reconstruction, streets, bicycle, and pedestrian projects being developed and implemented over the next three years; and

**WHEREAS**, the technical nature of the work required to complete the project development, management, programming, and delivery of these projects requires specialized skills, knowledge and expertise; and

**WHEREAS**, State and Federal funding is available to hire a professional firm to provide transportation consulting services; and

**WHEREAS**, the City has followed the appropriate procurement procedures to solicit and evaluate proposals per Federal and State requirements and received one proposal; and

**WHEREAS**, Green DOT Transportation Solutions has been determined to have the ability and experience to deliver the transportation consulting services required; and

**WHEREAS**, specific Task Orders will be developed by the City Administrator on a project by project basis; and

**WHEREAS**, Green DOT Transportation Solutions will not be reimbursed for work performed that is outside of the scope of a specific Task Order; and

**WHEREAS**, Green DOT Transportation Solutions has proposed a price not to exceed \$150,000.

**NOW THEREFORE BE IT RESOLVED**, By the City Council of the City of Susanville that the Mayor of the City of Susanville is hereby authorized to execute Agreement with Green DOT Transportation Solutions for transportation planning, programming, monitoring, project development, and project delivery services.

Dated: December 17, 2014

APPROVED: \_\_\_\_\_  
Brian R. Wilson, Mayor

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

The foregoing resolution 14-5128 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 17<sup>th</sup> day of December, 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



PERSONAL SERVICES AGREEMENT

BETWEEN

GREEN DOT TRANSPORTATION SOLUTIONS

AND

CITY OF SUSANVILLE

December 17, 2014

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## ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Green DOT Transportation Solutions

The Project Manager for the "CONSULTANT" will be *Jeff Schwein*.

The name of the "LOCAL AGENCY" is as follows:

City of Susanville

The Contract Administrator for LOCAL AGENCY will be *Jared Hancock*.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Fee Schedule dated *October 3, 2014*. The approved CONSULTANT's Fee Schedule is attached hereto (Attachment D) and incorporated by reference. If there is any conflict between the approved Fee Schedule and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## ARTICLE II STATEMENT OF WORK

### A. Consultant Services

CONSULTANT to provide transportation planning, programming, monitoring, project development, project management and project delivery services at the costs provided in the Fee Schedule (Attachment I).

CONSULTANT will perform a variety of personal services work tasks assisting LOCAL AGENCY staff with project development, project management, programming, and project delivery of multiple local, state, and federally funded rehabilitation, reconstruction, complete street, bicycle, and pedestrian projects being developed and implemented over the next three years by LOCAL AGENCY.

The CONSULTANT may be called upon to assist LOCAL AGENCY staff with any and all tasks and deliverables addressed in the RFQ (Attachment II).

CONSULTANT shall be available to assist LOCAL AGENCY staff developing various transportation projects including but not limited to:

- I. Project Study Reports
- II. City Sidewalk Needs Study
- III. Pavement management system updates and maintenance
- IV. Grant application development
- V. Other projects to be determined on an "as-needed" basis

The CONSULTANT shall be available to complete a number of tasks at the request of the LOCAL AGENCY, including but not limited to:

- I. RFP process for environmental and design
- II. Project management
- III. Project authorization
- IV. Program
- V. Management
- VI. Budget administration
- VII. Project schedule
- VIII. Project monitoring
- IX. Communication
- X. Advertise project for construction
- XI. Project award
- XII. Construction administration
- XIII. Form submittals
- XIV. Interagency coordination

All project tasks shall be completed by CONSULTANT using the applicable Local Assistance process and in compliance with FHWA and Caltrans guidance. CONSULTANT shall coordinate and meet with regulatory agencies, regional agencies, LOCAL AGENCY, stakeholders, environmental consultants, engineers and contractors. CONSULTANT shall perform regular duties associated with federal and state project delivery. CONSULTANT shall be responsible for regular project updates to the LOCAL AGENCY staff, City Council, and the Lassen County Transportation Commission. CONSULTANT will be expected to travel to the City on a regular basis.

### LOCATION

The services shall be provided at various locations within the City of Susanville.  
The CONSULTANT shall report to the City Administrator or his designee:

Jared Hancock  
66 North Lassen Street  
Susanville, CA 96130  
Phone: (530) 252-5100  
jhancock@cityofsusanville.org

### **COORDINATION**

The CONSULTANT shall coordinate with the City Administrator and other City personnel as required. CONSULTANT shall report to the City Administrator or his designee. The CONSULTANT'S personnel shall work necessary hours to accommodate the project construction schedule.

#### **B. Local Agency Obligations**

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

#### **C. Conferences, Visits to Site, Inspection of Work**

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

#### **D. Documentation**

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

### **ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

### **ARTICLE IV PERFORMANCE PERIOD**

- A. This contract shall go into effect on December 17, 2014, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract term shall be a maximum of three years or until \$150,000 limit is reached, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on the fee schedule indicated in CONSULTANTS FEE SCHEDULE (Attachment I). Specific Task Orders will be developed by LOCAL AGENCY Contract Administrator on a project by project basis. The CONSULTANT will not be reimbursed for work performed that is outside of the scope of a specific Task Order. The CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Fee Schedule (Attachment I), unless additional reimbursement is provided for by contract amendment. In the event, that the LOCAL AGENCY determines that a change to the work from that specified in the RFQ (Attachment II) and contract is required, the contract time and/or actual costs reimbursable by the LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Fee Schedule (Attachment I).

- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs, upon approval by the LOCAL AGENCY of CONSULTANT's invoice. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, but no more than 30 days, after receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Fee Schedule and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Jared Hancock  
66 North Lassen Street  
Susanville, CA 96130  
Phone: (530) 252-5100  
jhancock@cityofsusanville.org

- H. The total amount payable by LOCAL AGENCY shall not exceed \$150,000.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.  
  
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE VI TERMINATION**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated will be determined by the amount of work completed prior to the termination date.

#### **ARTICLE VII FUNDING REQUIREMENTS**

Not Applicable

#### **ARTICLE VIII CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Fee Schedule, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

LOCAL AGENCY has established a 0% goal for this contract. However, proposers are encouraged to obtain DBE participation for this contract.

## **ARTICLE X COST PRINCIPLES**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

## **ARTICLE XI CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

## **ARTICLE XIII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Administrator, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

## **ARTICLE XIV AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Manager.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Manager of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

#### **ARTICLE XV SUBCONTRACTING**

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

#### **ARTICLE XVI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

#### **ARTICLE XVII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **ARTICLE XVIII SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code.

CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XIX INSURANCE**

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance presently in effect for CONSULTANT stating limits of insurance no less than:

1. Comprehensive General Commercial Liability: one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Comprehensive General Commercial Liability or other from with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit.
2. Comprehensive Automobile Liability: one million dollars (\$1,000,000) per accident for bodily injury and property damage
3. Workers Compensation and Employer's Liability: one million dollars (\$1,000,000) per accident for bodily injury or disease

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

#### **ARTICLE XX OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXI CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

#### **ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXIV EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### **ARTICLE XXV STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

#### **ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XXVII STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**ARTICLE XXVIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XXXI NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Green DOT Transportation Solutions  
Jeff Schwein, Project Manager  
117 Meyers Street  
Suite 120  
Chico, CA 95928

LOCAL AGENCY:

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

**ARTICLE XXXII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**ARTICLE XXXIII SIGNATURES**

Green DOT Transportation Solutions



Name of Signer: Jeff R. Schwein

DATE: 12-10-14

City of Susanville

\_\_\_\_\_

Name of Signer: Brian Wilson, Mayor

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

Name of Signer: \_\_\_\_\_  
Peter M Talia, City Attorney

DATE: \_\_\_\_\_

**9. FEE SCHEDULE**

Specific Task Orders will be developed on a project by project basis as described under contract. Our project team does not bill for travel time or other related costs. The total amount billed will not exceed the \$150,000 defined in the RFQ solicitation.

Employee	Position	Rate/ Hour
Jeff Schwein	Project Manager	\$120.00
Justin Cahoon	Associate Planner	\$95.00
Rebecca Schmidt	Associate Planner	\$95.00

**10. INSURANCE REQUIREMENTS**

Green DOT Transportation Solutions maintains in full force and affect the following insurance:

- A. Comprehensive General Commercial Liability Insurance**
  - \$1,000,000 each occurrence and personal and adv injury.
  - \$2,000,000 general aggregate and products
- B. Comprehensive Automobile Insurance**
  - 1. \$1,000,000 combined single limit each accident
- C. Workers Compensation and Employers Liability**

We will gladly name the City of Susanville as an additional insured certificate holder and provide copies of insurance certifications should a contract be entered between the City of Susanville and Green DOT Transportation Solutions.

**11. DBE**

Green DOT Transportation Solutions is not recognized as a Disadvantaged Business Enterprise. Current DBE compliance forms are attached as Attachment C. We do attempt to work with DBE sub-consultants whenever possible.

**12. REQUIRED CERTIFICATIONS AND STATEMENTS**

- Green DOT will utilize the personnel presented in this proposal to perform work for City of Susanville under this contract. We will not substitute personnel without express permission from City of Susanville.
- Green DOT does not have a conflict of interest with City of Susanville relative to the services to be provided under Agreement for consulting services to be awarded pursuant to the RFQ.
- Federal contracting forms are included as attachments.



**CITY OF SUSANVILLE**

REQUEST FOR QUALIFICATIONS

FOR

TRANSPORTATION PROJECT PLANNING, PROGRAMMING,  
MONITORING AND DELIVERY SERVICES

**Qualifications Due:**

**October 2, 2014 at 3:00 PM**

## I. INTRODUCTION

The City of Susanville is requesting qualifications from consulting firms for transportation planning, programming, monitoring, project development and project delivery services. Susanville has multiple local, state, and federally funded rehabilitation, reconstruction, complete streets, bicycle, and pedestrian projects being developed and implemented over the next 3 years. Qualified firms are sought to assist City Staff with project development, project management, programming, and project delivery of these projects. The consultant will work closely with the City Engineer and City Staff to successfully deliver projects on schedule and within budget.

The Consultant will serve as an extension of City Staff through a personal services agreement. The agreement will include an expenditure limit of \$150,000 over the term of the agreement. The term of the agreement will be a maximum of 3 years or until the \$150,000 limit is reached.

Consultant will be reimbursed with both state and federal funds.

## II. QUALIFICATIONS

It is essential that interested firms be experienced with Caltrans Local Assistance processes and the complex transportation funding programs administered by Caltrans and the Federal Highway Administration. Consultants should also have experience in contract administration and in managing projects that involve federal and state funds, requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and projects that involve state highway rights of way and Caltrans encroachment permits.

## III. PROJECT DEVELOPMENT

The City is proactively developing transportation projects for future funding. The selected consultant will assist City staff developing various transportation including but not limited to:

- Project Study Reports
- City Sidewalk Needs Study
- Pavement management system updates and maintenance
- Grant application development
- Other projects to be determined on an "as-needed" basis

#### IV. PROJECT SERVICE REQUIREMENTS

The selected consultant will be responsible for a number of project tasks, including, but not limited to:

- RFP process for environmental and design
- Project management
- Project Authorization
- Program management
- Budget administration
- Project schedule
- Project monitoring
- Communication
- Advertise project for construction
- Project award
- Construction administration
- Form submittals
- Interagency coordination

All project tasks will be completed using the applicable Local Assistance process and in compliance with FHWA and Caltrans guidance. The selected consultant will be expected to coordinate and meet with regulatory agencies, regional agencies, the City of Susanville, stakeholders, environmental consultants, engineers and contractors. The consultant will be expected to perform regular duties associated with federal and state project delivery. The consultant will be responsible for regular project updates to the City Staff, City Council, and the Lassen County Transportation Commission. The consultant will be expected to travel to the City on a regular basis.

#### V. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

The submittal package should describe the consultant's ability and experience. The following items shall be addressed in the submittal. Each item will be evaluated based on the weighted based on the percentage indicated below:

1. Project delivery experience: 30%
  - a. Firm shall describe its experience working with Caltrans Local Assistance Procedures Manual. Specifically, project initiation, environmental procedures, project authorization, right of way, design procedures, consultant selection, and construction oversight.
  - b. Firm will be evaluated on the criteria listed in 1.a. and firm's ability to provide references in support of project delivery experience.

2. Funding Program Experience: 30%

- a. Firm shall describe its experience working with various state and federal funding programs. Specifically, funding programs listed in the Caltrans Local Assistance Program Guidelines, including the State Transportation Improvement Program, Safe Routes to Schools program, and others.
- b. Firm will be evaluated on the criteria listed in 2.a. and firm's ability to provide references in support of program guideline experience.

3. Fee Schedule: 40%

- a. Firm shall provide its fee schedule for the 3 year term of the agreement. Specifically, hourly rates for all firm employees that will be charging time to project activities, travel rates, and other direct and/or indirect fees as applicable.

VI. DISADVANTAGED BUSINESS ENTERPRISE – DBE

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
  2. Click on Search for a DBE Firm link;
  3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**Nonlobbying Certification For Federal-Aid Contracts**

The prospective participant certifies by signing and submitting this NonLobbying Certification for Federal-Aid Contracts to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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

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

Signature and Title of Proposer

CITY OF SUSANVILLE **TRANSPORTATION PROJECT PLANNING RFQ**

**Please submit qualifications to:**

Dan Newton  
City Engineer  
66 North Lassen Street  
Susanville, CA 96130

**Please direct questions regarding this solicitation to:**

Dan Newton  
530-257-1045  
[dnewton@cityofsusanville.org](mailto:dnewton@cityofsusanville.org)

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

\_\_\_\_ Motion only  
 \_\_\_\_ Public Hearing  
X Resolution  
 \_\_\_\_ Ordinance  
 \_\_\_\_ Information

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

**Action Date:** December 17, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** **Resolution No. 14-5129** executing Airport Manager and Fixed Base Operator Agreement with Steve Datema

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

**SUMMARY:** Negotiations with Mr. Datema for Airport Manager and Fixed Base Operator services at the Susanville Airport have been completed. The five year agreement approved in February 2010 provided for one five year extension by mutual agreement for an additional five year term. The term of the proposed agreements will be February 2015 through 2020.

**Airport Manager:** The Manager is directly and primarily responsible for the daily oversight, maintenance and operations of the City owned airport facilities. The Manager receives direction from the City Administrator who receives direction and input from the City Council and Airport Commission. In consideration for these services the Manager shall receive \$1,889.31 per month adjusted annually in May based on the Consumer Price Index.

**Fixed Base Operator:** The Fixed Base Operator (FBO) provides the commercial services that are desired at the airport. These include but are not limited to: fuel sales, aircraft repair and maintenance, aircraft storage, flight lessons and charter services. For the use of city-owned facilities, the FBO shall pay an annual rent for hangar space of \$952.45 adjusted annually based on the CPI and flowage fees of \$ .10 100LL and \$ .15 Jet A per gallon. In addition, the FBO is responsible for all utilities directly associated with said operations.

**FISCAL IMPACT:** \$22,747 for fiscal year 2014/2015 with CPI increases as referenced in the contract.

**ACTION REQUESTED:** Motion to approve **Resolution No. 14-5129** executing Airport Manager and Fixed Base Operator Agreements with Steve Datema

**ATTACHMENTS:** Resolution No. 14-5129  
 Airport Manager Agreement  
 Fixed Base Operator Agreement

**ACTION REQUESTED:** Motion to approve **Resolution No. 14-5129** executing Airport Manager and Fixed Base Operator Agreements with Steve Datema

**ATTACHMENTS:** Resolution No. 14-5129  
Airport Manager Agreement  
Fixed Base Operator Agreement

**RESOLUTION NO 14-5129**  
**A RESOLUTION OF THE SUSANVILLE CITY COUNCIL OF THE CITY OF**  
**SUSANVILLE EXECUTING AIRPORT MANAGER AND FIXED BASE OPERATOR**  
**AGREEMENTS WITH STEVE DATEMA AND AUTHORIZING THE MAYOR TO SIGN**  
**SAID AGREEMENTS**

**WHEREAS**, the City of Susanville owns and oversees the operations of the Susanville Municipal Airport; and

**WHEREAS**, the City contracts with a private party to serve as the Airport Manager and Fixed Base Operator; and

**WHEREAS**, the City entered into an agreement in February 2010 which provides for a renewal option for an additional five year period; and

**WHEREAS**, the City Council has negotiated an Airport Manager and Fixed Based Operator agreement with Steve Datema.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Susanville, that on behalf of the City Council, the Mayor is hereby authorized to sign an Airport Manager Agreement and Fixed Base Operator Agreement with Mr. Datema for an additional five-year term, though February 2020.

APPROVED: \_\_\_\_\_  
Brian R. Wilson, Mayor

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

The foregoing Resolution No. 14-5129 was adopted at a regular meeting of the City Council of the City of Susanville held on the 17th day of December, 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

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

APPROVED AS TO FORM:

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

## AIRPORT OPERATIONS AND MANAGEMENT AGREEMENT

THIS, AGREEMENT, made and entered into as of this 17<sup>th</sup> day of December, 2014, at Susanville, California, by and between the City of Susanville, a general law City, political subdivision of the State of California, and Municipal Corporation, hereinafter referred to as "City" and STEVEN K. DATEMA, of Susanville, California, hereinafter referred to as "Manager."

### ARTICLE 1. TERM OF CONTRACT:

1.01. This AGREEMENT will become effective February 1, 2015 and shall continue for a period of five (5) years thereafter, to and including February 1, 2020 unless otherwise extended as herein provided.

### ARTICLE 2. MANAGER'S RESPONSIBILITIES

2.01. Manager is hereby designated by the City as Manager of the Susanville Municipal Airport, located in Lassen County, California, approximately four (4) miles east of Susanville, hereinafter referred to as "Airport," and the parties hereto agree that the Manager is subject to the terms and provisions of this AGREEMENT, and further that the Manager is subject to all ordinances, rules and regulations presently existing or hereafter adopted; Manager is directly and primarily responsible for the management and operations of the Airport under the direction and supervision of the City Administrator of the City of Susanville, who shall act with approval of the City Council. Manager shall operate the Airport and provide Unicom services from 8:00 a.m. to 5:00 p.m., seven days a week. Manager shall be ordinarily present during those hours of operation at least five (5) days per week, except vacation time of four (4) weeks per year, which may be taken at reasonable times by the Manager, upon reasonable notice and approval of the City Administrator.

2.02. Manager may provide a mobile home in which Manager or Manager's employee shall reside. Manager shall provide (through Manager or his employee), after hours aircraft fueling service and caretaker services at the Airport premises during non-business hours, seven (7) days a week. Maintenance, repair, upkeep, and utilities of the mobile home shall be at the sole expense of the Manager. Manager shall maintain said mobile home in good repair. City shall designate the placement and location of any mobile home installed on the Airport premises by Manager, and City shall provide the mobile home space at the Commercial Lease rate of \$.78

per square foot year (1,500 square feet) currently \$1,170 in addition to 20 percent of the sub-lease amount ( $\$700.00 \times .20$ ) currently \$140 per month, for a total of \$237.50 per month plus Managers separately metered utilities excluding water to the Manager while used by himself or his employee. Any sub-rental of the mobile home space to a third party not described herein must be approved in writing by the City Administrator and attached to this agreement. The Manager would remain responsible to the City for the space rent stated herein and the sub-tenant would be responsible for his or her own utilities plus water. The Manager shall have the right, within thirty (30) days after termination of this Agreement to remove any mobile home owned by the Manager from the Airport premises. In the event that said mobile home is not removed within thirty (30) days, then said mobile home shall become the property of the City of Susanville, and Manager shall no right, title, or interest to said mobile home. The Manager shall provide insurance coverage for any and all of the Manager's personal property (whether mobile home and/or its contents).

2.03. Manager shall furnish prompt and efficient management services to users of the Airport.

2.04. Manager shall perform such maintenance and repairs at the Airport as are hereinafter in this paragraph specified, namely:

(a) Insure that the beacon is on and the runway lights operate by radio frequency from dusk until dawn of each day, and insure that wind indicators are operating properly; inform the Federal Aviation Administration of all interruptions of the usual and customary services at the Airport.

(b) Remove snow from runways, aprons, and taxiways with proper equipment provided by the City and maintained by the City.

(c) Perform janitorial work in the administration building. The City shall provide janitorial supplies to Manager for this function.

2.05. Manager shall report to the City Administrator, or his/her designee, any non-permitted activities and the existence of any conditions in or around such buildings as may create a fire hazard or be dangerous to the public health, and whether or not such conditions have been remedied by the owners thereof after being notified by either the City Administrator or the Fire Chief of the City of Susanville or their designee. Manager shall, as to Manager's structures, permit them to be inspected by the City Administrator or by the Fire Chief, or their designee, at all reasonable times, and Manager will within fifteen (15) days of being notified that a condition exists in the Manager's structures which constitutes a fire hazard or a danger to the public health, correct and remedy such situation forthwith.

2.06. Manager will determine the method, details and means of performing the above-described services.

2.07. Except for the provision that the Manager is to ordinarily present at the Airport premises five (5) days a week (see 2.01. on pg. 1), Manager may, at Manager's own expense, employ such employees the Manager deems necessary to perform the services required of the Manager by this Agreement. The City may not control, direct, or supervise the Manager's assistants or employees in the performance of those services. The Manager's employees are not employees of the City. The Manager shall notify the City of such arrangements and shall also notify the City of the Manager's extended absence from the Airport.

2.08. Manager shall obtain City Council permission before installing or erecting any structure on the Airport premises; in the event the structure (or any residence installed thereon by the Manager in compliance with 2.02.) is still remaining on the premises thirty (30) days after the expiration or sooner termination of this Agreement, then said structure, structures, or residence shall become the property of the City and the Manager shall have no right therein or title thereto, nor shall the City be required to pay the Manager any sum whatsoever therefore.

2.09. Manager shall not permit dumping or disposal of hazardous waste at the Airport premises.

### ARTICLE 3. COMPENSATION

3.01. In consideration for the services to be performed by the Manager, the City agrees to pay the Manager the sum of **One Thousand Eight Hundred Eighty Nine Dollars, and Thirty One Cents (\$1,889.31)** a month in advance, on the first day of each and every month beginning **February 1, 2015** through **February, 2020**, and increasing each year of the Agreement pursuant to the Consumer Price Indexes Pacific Cities and U.S. City Average, West – B/C, Urban Wage Earners and Clerical Workers (CPI-W) for the year ending March of the contract year, effective May 1 of each contract year during the term of this Agreement until **February, 2020**. In addition to the aforesaid compensation, the Manager shall also receive the following amounts and consideration:

(a) The right to conduct, at no fee (other than as set forth in the FBO contract Manager will make separate from this agreement), commercial activities upon the Airport, including but not limited to the aeronautical activities specified in 2.02. on page 2 of this Agreement.

(b) The Airport Manager may be included in the City of Susanville's group health insurance plan, Laborer's Special Plan III at his own expense.

#### ARTICLE 4. OBLIGATIONS OF MANAGER

4.01. Manager shall immediately notify the City Administrator of the City of Susanville or his designee, of any hazardous or dangerous conditions existing upon the Airport which, under the terms of this Agreement, it is the responsibility of the City to remedy.

4.02. Manager agrees to provide Workers Compensation Insurance for Manager's employees and agents and agrees to hold harmless and indemnify the City for any and all claims arising out of injury, disability, or death of any of the Manager's employees or agents.

4.03. Manager agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) to include the City as an additional insured party, to cover any and all claims or demands for injuries to persons or damage to property arising out of the conduct of Manager under the separate Fixed Base Operator Agreement of the operations of Manager and City at the Airport; Manager shall provide the City with satisfactory evidence of the existence of such insurance in the above amount. There shall be one policy for both contracts.

4.04. This Agreement may not be assigned by the Manager.

4.05. Manager has no authority to lease or to rent the City premises hereunder, other than as approved in writing by City. Any lease or rental or permission to use City property at the Airport shall be at the direction and approval of the City Council.

4.06. City reserves the right to further develop or improve the Airport as it sees fit, and Manager shall not interfere with that right. Manager will be included in any planning or discussions regarding major changes at the Airport.

4.07. This Agreement shall be subordinate of the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation or maintenance of the Airport.

4.08. Manager agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Airport, or in the event of any planned modifications or alteration of any present or future building or structure situated on the premises.

4.09. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control,

operation, regulation, and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

#### ARTICLE 5. OBLIGATIONS OF CITY

5.01. City shall be responsible for maintenance and repair of the administration building, the Airport runways and taxiways, tie-down areas, beacon tower, airport lighting, major perimeter fencing and roadways, and other City structures.

5.02. City and Manager shall pay electricity, propane and other utility charges not otherwise mentioned herein as set forth in the separate Fixed Base Operators Agreement.

#### ARTICLE 6. TERMINATION OF AGREEMENT

6.01. Unless otherwise terminated, this Agreement shall continue in force for a period of five (5) years.

6.02. In the event that the Manager shall fail to perform any of the duties or obligations of this Agreement, City may give Manager notice of such failure or breach and if the same event is not remedied or corrected within fifteen (15) days, City, at its option, and without further demand or notice may terminate this Agreement.

6.03. This Agreement shall be terminated automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of the Manager;
- (b) Assignment of this Agreement by either party without the prior written consent of the other party;
- (c) Continued long term absences of Manager from the Airport. A long term absence is at least one hundred twenty (120) days, whether caused by illness, by abandonment of duties, or otherwise. The determination of what constitutes long term absences shall be in the complete discretion of the City and the City's determination in that regard shall be final.

#### ARTICLE 7. GENERAL PROVISIONS

7.01. Any notices to be given hereunder by either party to the other may be affected by personal delivery, in writing, or by mailed, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses below:

City of Susanville  
Attn: City Administrator  
66 N. Lassen Street  
Susanville, CA 96130

Mr. Steven K. Datema  
471-920 Johnstonville Rd.  
Susanville, CA 96130

Each party may change the address by written notice in accordance with this paragraph.

7.02. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with rendering of services by Manager for City, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

7.03. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.04. Neither party hereto shall have any responsibility for the maintenance and repair of hangers or buildings owned by third parties and located at the Airport.

7.05. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any relief to which that party may be entitled.

7.06. The property interest herein of the Manager may be subject to property taxation of the possessory interest created thereby, and, if created, Manager, by reason of said possessory interest, may be subject to the payment of property taxes levied on said interest. In the event said taxes are so levied, Manager shall be responsible for payment thereof.

7.07. This Agreement will be governed by and construed in accordance with the laws of the State of California.

CITY OF SUSANVILLE:

MANAGER:

\_\_\_\_\_  
Brian R. Wilson, Mayor

\_\_\_\_\_  
Steven K. Datema

Attest:

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

Approved as to Form:

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

## FIXED BASE OPERATOR'S LICENSE AGREEMENT

THIS AGREEMENT, made this 17<sup>th</sup> day of December, 2014 by and between the CITY OF SUSANVILLE, a municipal corporation and general law city of the State of California, hereinafter referred to as "Owner," and STEVEN K. DATEMA hereinafter referred to as "FBO";

FBO and Owner have entered into an Airport Operations Management Agreement dated February, 2015, and this Fixed Base Operator's License Agreement is made pursuant to that Agreement. In the event the Airport Operations Management Agreement expires, is terminated, or FBO ceases to act as the Airport Operator and Manager pursuant to said Agreement, then this Fixed Base Operator's License Agreement shall likewise be terminated. FBO shall possess and provide Inspector Authorization (I.A.) rating and an Airframe and Power Plant (A&P) mechanic certification. FBO shall possess certification or provide certified pilot instruction and provide aircraft for rent.

1. FBO, by this Agreement, is hereby authorized to perform the following activities at the Airport:
  - 1.1. Air taxi and charter operations; pilot training; aircraft rental and sightseeing; sale of aviation petroleum products; repair and maintenance of aircraft; sale of aircraft parts; refurbishing of aircraft and sale thereof.
2. The term of this Agreement is for a period of five years, from February, 2015 to and including February, 2020 provided, however, that this Agreement shall not continue should the Management Agreement between Owner and FBO terminate.
3. This Agreement includes the provisions of those certain "Minimum Standards for Fixed Base Operators" adopted by the City of Susanville by Resolution, for general aviation at said Airport, a copy of which is attached hereto as Exhibit "A", and any amendments, deletions, or additions thereto. These Minimum Standards and Requirements for fixed base operations shall be required of and shall apply equally to all such Fixed Base Operators and said airport. Owner specifically covenants and agrees that all such services defined in the above referenced Minimum Standards shall be confined to Fixed Base Operators meeting said standards. Said Minimum Standards stipulate the nature and amount of aeronautical activities and services required of all Fixed Base Operators at said airport; insurance requirements, financial investment required, and the specific licenses required.

4. FBO agrees to operate all activities authorized by this Agreement for the use and benefit of the public and to make available to the public on fair and reasonable terms all services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. All services offered by FBO will be performed with promptness and courtesy. It is expressly understood that nothing herein shall be construed to grant or authorize the granting of exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended. FBO shall be responsible for the actions of all its employees and shall render Owner safe and harmless from responsibility for any actions of negligence of FBO's employees engaged in these aeronautical activities and service. FBO will obtain and maintain at its own expense public liability insurance with limits of One Million Dollars (\$1,000,000), as to comprehensive general liability to protect the FBO and the City of Susanville from actions resulting from the FBO's activities at the airport whether as FBO or Airport Manager and naming the City of Susanville as an additional insured. There shall be one policy for both contracts. FBO further agrees to keep the area where FBO performs the activities in a neat and orderly manner, free of offensive or dangerous materials or conditions.
5. FBO shall nonexclusively, on behalf of the City, have the right to perform the following non-aeronautical activities: ground transportation (taxis, car rentals, limousines); air taxi and charter operations, scheduled or non-scheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and service, aircraft storage, sale of petroleum products, repair and maintenance of aircraft, sale of aircraft parts, auto parking lots, and any other commodities, services or accommodations made available to the general public. FBO shall furnish its services on a fair, equal and not unjustly discriminatory prices for each unit or service; provided that the Manager may be allowed to make a reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers. FBO may request of the City the right to provide any other services no enumerated herein and City may not unreasonably refuse FBO's request.
6. FBO shall provide fuel services at the Airport and in connection therewith, FBO shall purchase from a reputable fuel distributor/supplier all fuel to be placed into City's fuel

tanks. FBO shall pay to the City a flowage fee of ten (10¢) cents per gallon of 100LL and fifteen (15¢) cents per gallon for Jet A fuel sold by FBO. Flowage fees set forth herein shall be due to the City on delivery by the distributor/supplier and FBO shall arrange for payment of said fees by the distributor/supplier to the City no later than thirty (30) days after the delivery. FBO shall monitor and keep accurate records on any fuel withdrawn from the City tanks by FBO or by any other commercial operator at the Airport who has a written contract with the City for dispensing fuel at the Airport. FBO shall not permit persons or entities other than FBO or authorized commercial operators to withdraw fuel from City's fuel tanks.

7. FBO shall provide airplane repair services at the Airport. FBO shall furnish prompt and efficient service to users of the Airport and will charge reasonable rates for products sold and services rendered.
8. Other than as herein provided, FBO will supply all tools and instrumentalities required to perform the service under this Agreement. In the event that FBO is furnished any equipment by the City, such equipment shall be clearly marked as property of the City of Susanville, and such equipment shall be returned to the City upon City's demand. FBO shall keep a clear record of any and all equipment that the City so furnished.
9. City shall provide and the FBO shall have the sole and exclusive right to use and occupy the administration building at the Airport on behalf of the City, same to be used as passenger terminal and/or pilot's lounge, and/or snack bar and without limitation as to access to all facilities by members of the public to said building during normal hours. FBO shall pay to the City for rental of the adjoining hangar occupied by FBO the sum of Nine Hundred Fifty two Dollars and Forty Five cents (\$ 952.45) per month and commencing on **February 1, 2015** and on the **1st** day of each month thereafter during the life of this Agreement. Said rental amount shall be increased each year of the Agreement pursuant to the Consumer Price Index for Pacific Cities and U.S. City Average, West-B/C, Urban Wage Earners and Clerical Workers (CPI-W) for the year ending December of the contract year, effective January 1 of each consecutive contract year during the term of this Agreement until **February, 2020**.

- 9.1. FBO shall also pay for all utilities attributable to the hangar. The parties have determined that FBO shall maintain the administration building open for the public as set forth herein and the parties have also determined that it is impractical to separately meter said utilities. Therefore, the parties have agreed that they will divide equally the expenses for meter number

43251803 which includes the administration building, the adjoining hangar of FBO and the AWOS, Beacon and Runway lights, the last four of which are the responsibility of the City. City shall pay the bill for said meter and FBO shall reimburse the City one half (1/2) the dollar amount of the bill monthly with fourteen (14) days of Notice to FBO of payment by City. FBO shall in addition be solely responsible for all electrical and other utility and propane charges that are the result of FBO's operation including but not limited to electricity for the fuel farm and disposal fees.

10. FBO shall maintain a complete and accurate set of books and accounts showing all receipts from its operations of the Airport and all expenditures made in connection therewith, which said books, records and accounts shall be subject to inspection by City on reasonable notice;
11. In exchange for inspection and maintenance of tie down anchors the FBO shall have the right to receive all tie down fees at a price reasonably set by FBO.
12. This Agreement is not assignable.
13. It is expressly agreed by FBO and the City that the rights, privileges and liabilities imposed on both parties by this Agreement are subject and subordinate to any conditions, restrictions, limitations, rules or regulations of any agreement or any contract pertaining to said Airport between the United States Government or any Department or Agency thereof having jurisdiction over said Airport and the City and to rules and regulations of the State of California.
14. FBO does hereby agree that;
  - (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said services.
  - (b) that FBO shall render such services and activities reflected herein in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. It is further agreed that in the event of breach of any of this nondiscrimination clause, Owner shall have the right to terminate this License Agreement.

15. The property interest herein of FBO may be subject to property taxation of the possessory interest created thereby, and, if created, FBO, by reason of said possessory interest, may be subject to the payment of property taxes levied on said interest. In the event said taxes are so levied, FBO shall be responsible for payment thereof.
16. FBO shall not permit dumping of hazardous waste at the Airport premises.
17. This Agreement will be governed by and construed in accordance with the laws of the State of California.

CITY OF SUSANVILLE

MANAGER

\_\_\_\_\_  
Brian R. Wilson, Mayor

\_\_\_\_\_  
Steven K. Datema

Attest:

Approved as to Form:

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

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

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

\_\_\_\_ Motion only  
 \_\_\_\_ Public Hearing  
 \_\_\_\_ Resolution  
 \_\_\_\_ Ordinance  
 \_\_\_\_ Information

**Submitted By:** Deborah Savage, Finance Manager

**Action Date:** December 17, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** **Resolution No. 14-5131** authorizing closure of Sierra Park Project Fund

**PRESENTED BY:** Deborah Savage, Finance Manager

**SUMMARY:** In 2012 the City created the Sierra Park Project Fund and transferred \$160,000 from the Park Dedication Mitigation Fund to be used in conjunction with the Prop 84 Grant for the Sierra Community Park project. In July of 2013, after careful consideration the City Council decided to not proceed with the project.

The City has received all of the reimbursement billings for the staff time as well as consultant charges. It is necessary to close this Capital Improvement Project (CIP) Fund and return the \$160,000 to the Park Dedication Fund and transfer the additional \$12,475.96 to the General Fund (\$9,980.76) and the Public Works Admin (\$2,495.20) for staff time spent on the project. After the transfer the City will have \$174,965.88 in the Park Dedication Fund and staff is preparing a proposal for Council consideration to allocate the funds to various park projects. Government Code 66447 and City of Susanville Municipal Code 16.32.010 restrict the use of these funds for park or recreational purposes within the City.

**FISCAL IMPACT:** Return \$160,000 to the Park Dedication Fund, transfer of \$12,475.63 to the General Fund, \$2,495.20 to Public Works Admin Fund and closure of the Sierra Park Project Fund.

**ACTION REQUESTED:** Motion to approve **Resolution No. 14-5131** authorizing closure of Sierra Park Project Fund

**ATTACHMENTS:** Resolution No. 14-5131

**RESOLUTION NO. 14-5131**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**APPROVING THE CLOSURE OF THE SIERRA PARK PROJECT FUND**

**WHEREAS**, in 2012 the City of Susanville established the Sierra Park Project Fund for the construction of a community park; and

**WHEREAS**, City Council authorized the transfer of \$160,000 from the Park Dedication Mitigation Fund to the Sierra Park Project Fund; and

**WHEREAS**, the City Council voted to not proceed with the project at its July 17, 2013 meeting; and

**WHEREAS**, the City needs to close this fund and return \$160,000.00 to the Park Dedication Fund, \$9,980.76 to the General Fund and \$2,495.20 to the Public Works Admin Fund.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Susanville does hereby authorize closure of the Sierra Park Project Fund.

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 17th day of December, 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
- Ordinance
- Information

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

**Action Date:** December 17, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Notice of Completion for the 2012 Rehabilitation B Project, City Project Number 12-01

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

**SUMMARY:** On February 6, 2013, the City Council of the City of Susanville awarded the contract for the 2012 Rehabilitation B Project, City Project Number 12-01 to Dig It Construction, Inc. On October 7, 2014, the project was completed and official notice of completion must be authorized by City Council.

**FISCAL IMPACT:** Total Project Costs: \$2,324,378.08

**ACTION REQUESTED:** Motion to authorize Staff to execute a Notice of Completion for the 2012 Rehabilitation B Project, City Project Number 12-01 as complete

**ATTACHMENTS:** Notice of Completion

**NOTICE OF COMPLETION AND ACCEPTANCE  
OF PUBLIC WORKS PROJECT**

NOTICE IS HEREBY GIVEN by the City of Susanville, California that Project Number 12-01 for public works consisting of asphalt overlay and pulverization and placement of new asphalt and related work necessary to complete the project, located at various locations along Riverside Dr.Ex. between Johnstonville Rd to Main St.; and Riverside Dr. Ext. Between SR 36 to Riverside Dr. Ext.; Paul Bunyan Rd. between N. Mesa St. to Derek Dr.; Paul Bunyan Rd. between Hall St. to N. Mesa St.; Paul Bunyan Rd. between SR 139 to Hall St.; Johnstonville Rd. between Fairgrounds Rd. to Riverside Dr.; Derek Dr. between Howard St. to Paul Bunyan Rd.; Derek Dr. between Howard St. to N. Mesa St.; Grand Ave. between North St. to SR 36.; Laurel Ave. between SR 36 to Riverside Dr. and Russell Ave. between Paul Bunyan Rd. to Russell Ave. in the City of Susanville, California constructed by Dig It Construction Inc. P.O. Box 494, Chester, CA 96020 was completed on October 07, 2014 and was accepted by the City Council of the City of Susanville on December 17, 2014. The name and address of the owner of the property referred to above is the City of Susanville, 66 North Lassen Street, Susanville, California 96130. The above project for street improvements and the property on which the improvements are situated are in the City of Susanville, County of Lassen, State of California and is more particularly described as the 2012 Rehabilitation B Project, Project Number 12-01. The name and address of the contractor's surety is Anchor Insurance Surety, Inc, 500 Century Tower 1201 S.W. 12<sup>th</sup> Avenue Portland, OR 97205-2030.

**VERIFICATION**

I, the undersigned, declare that I am the Director of Public Works of the City of Susanville, California and that I have read the foregoing notice and know its contents, and that the same is true to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Susanville, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF SUSANVILLE

BY: \_\_\_\_\_  
Dan Newton, Public Works Director

Reviewed by: JGH City Administrator  
       City Attorney

       Motion Only  
       Public Hearing  
       Resolution  
       Ordinance  
  X   Information

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

**Action Date:** December 17, 2014

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Honey Lake Valley Recreation Authority

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

**SUMMARY:** An oral update will be provided at the meeting regarding the Honey Lake Valley Recreation Authority financing plan.

**FISCAL IMPACT:** None at this time.

**ACTION REQUESTED:** Direction to staff.

**ATTACHMENTS:** None.