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

Susanville City Council
SPECIAL MEETING ♦ City Council Chambers
July 22, 2015 * 6:00 p.m.

Call meeting to order

Roll call of Councilmembers present

Next Resolution No. 15-5191

Next Ordinance No. 15-1004

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

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

- 3 **CLOSED SESSION:**
 - A PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
 - 1 City Attorney Contract
 - 2 City Administrator Contract

 - B CONFERENCE WITH REAL PROPERTY NEGOTIATORS – PURSUANT TO Government Code §54956.8:
 - 1 Property: Susanville Municipal Airport
 Agency negotiator: Jared G. Hancock
 Negotiating parties: City of Susanville: American Medflight
 Under negotiations: Price/Conditions/Terms of Lease/Agreement

 - C CONFERENCE WITH LABOR NEGOTIATOR – pursuant to Government Code §54957.6:
 - 1 Agency Negotiator: Jared G. Hancock
 Bargaining Unit: Administrative, Firefighters, Miscellaneous, Public Works, SPOA

- 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: Lino P. Callegari*
 - *Proclamations, awards or presentations by the City Council*

5 **BUSINESS FROM THE FLOOR:**

Members of the public may address the Council concerning **any item on the agenda** prior to or during consideration of that item.

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 the City Council's June 3, 2015 meeting
- B Approve **Resolution No. 15-5190** approving and authorizing Mayor to execute Agreement for City Attorney Services with Jessica Ryan
- C Approve **Resolution No. 15-5189** approving Employment Agreement for City Administrator

7 **PUBLIC HEARINGS:** No business

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

- A Consider approval of **Resolution No. 15-5181** authorizing traffic control measures at the intersection of Nevada and Roop Street
- B Consider approval of
 - **Resolution No. 15-5184** approving amendment to MOU for Susanville Indian Rancheria Sidewalk project
 - **Resolution No. 15-5185** approving award for contract to complete Skyline Indian Rancheria Sidewalk project
- C Consider approval of
 - **Resolution No. 15-5186** approving Integrated Regional Water Management (IRWM) Plan
 - **Resolution No. 15-5187** Accepting Lead Agency Responsibility for IRWM implementation grant
 - **Resolution No. 15-5188** authorizing Mayor to execute Agreement with Dyer Engineering for Preparation of Implementation Grant
- D Consider approval of **Resolution No. 15-5191** granting an affirmative easement to the Lassen Historical Society for the purpose of completing the Roop's Fort Roof Repair project

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

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

12 **CONTINUING BUSINESS:**

- A Consideration of private funding option for construction of Community Pool

13 **CITY ADMINISTRATOR'S REPORTS:**

- A Water Conservation Update
- B July 4th 2015 Public Safety and Clean-Up Update
- C State Transportation Improvement Program (STIP) Update

14 **COUNCIL ITEMS:**

- A AB1234 travel reports:

15 **ADJOURNMENT:**

- ***The next regular City Council meeting will be held on August 5, 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, 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 special meeting scheduled for July 22, 2015 in the areas designated on July 17, 2015.



Gwenna MacDonald, City Clerk

Reviewed by: JH City Administrator
 ___ City Attorney

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

Submitted By: Gwenna MacDonald, City Clerk

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's June 3, 2015 meeting

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's June 3, 2015 meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's June 3, 2015 meeting.

ATTACHMENTS: Minutes: June 3, 2015

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

Regular Meeting Minutes

June 3, 2015 – 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 Wilson.

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

Staff present: Jared G. Hancock, City Administrator and Gwenna MacDonald, City Clerk.

1 APPROVAL OF AGENDA:

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

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No comments.

3 CLOSED SESSION: At 6:05 p.m. the Council recessed to closed session to discuss the following:

A CONFERENCE WITH LABOR NEGOTIATOR – pursuant to Government Code §54957.6:

1 Agency Negotiator: Jared G. Hancock
Bargaining Unit: Administrative, Firefighters, Management,
Miscellaneous, Public Works, SPOA

B PUBLIC EMPLOYMENT – pursuant to Government Code §54957:

1 City Attorney Services

Closed session recessed at 6:56 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; Daniel Gibbs, City Engineer; Craig Sanders, City Planner; Deborah Savage, Finance Manager and Gwenna MacDonald, City Clerk.

Mayor Wilson invited Austin Duerksen to lead the Pledge of Allegiance.

Mr. Hancock stated that prior to Closed Session the agenda was approved with no changes and in Closed Session the Council gave direction to staff but there was no reportable action.

Chief Downing provided the Thought of the Day.

Mayor Wilson presented Austin Duerksen with a proclamation to honor his achievement of the rank of Eagle Scout.

5 BUSINESS FROM THE FLOOR:

Chris Mancebo, representing the Lassen VFW, requested a fee waiver for the use of Memorial Park to sponsor a laser tag event for community youth. The event was held last year at the Veteran's Memorial Hall and was such a success that they would like to hold it in the park this year on the weekend of June 26, 2015.

Ron Mostovoy asked if the City has filed paperwork for an exemption to the State's drought conservation mandate. There are a number of cities along the coast which have filed exemptions and it would be worth looking into. He is not suggesting that Susanville become a model of non-compliance and the \$10,000 per day fine is not something that the City could risk being assessed.

Mr. Hancock responded that the City is doing everything possible to comply with the mandate and have been exploring every avenue available. If there is something that staff was not aware of, then further research would be conducted. To date, staff has found that the provisions of the mandate does not have a specific exemption clause.

Mayor Wilson requested the removal of Item 6D for separate discussion.

- 6** **CONSENT CALENDAR:** Mayor Wilson reviewed the items on the Consent Calendar:
- A Receive and file minutes from the City Council's May 6, 2015 meeting
 - B Approve vendor warrants numbered 94048 through 94175 for a total of \$565,628.58 including \$98,455.42 in payroll warrants
 - C Receive and file Finance Report: April 2015
 - D Receive and file Quarterly Transient Occupancy Tax report

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

Ms. Savage reviewed the report of Transient Occupancy Tax collected for the third quarter of 2015 with historical comparisons over a fifteen year range.

Mayor pro tem McBride asked if the City had priorities or goals for use of TOT funding, and whether or not an increase was anticipated.

Ms. Savage responded that funding goals are based upon the priorities established by City Council.

Mayor Wilson observed that the expectation has been to commit the funding to supporting economic development, and the Council has consistently supported many community events that are focused on the improvement of economic vitality. He added that it may be worthwhile to present the cumulative support in a more comprehensive way. Mayor Wilson noted that the increase in TOT could be directly related to an increase in sales tax and if the sales tax figures for the upcoming year could be projected to increase as well.

Ms. Savage noted that the increase in TOT is an indicator of warmer weather, and with more travelers coming through town and spending the night which certainly results in more money spent locally.

Mr. Hancock commented that the report is good to see as the comparison to TOT collected last year reflects an increase in hotel stays in the community which does translate into more visitors spending time in the community, dining out, and seeing what the area has to offer as a destination and not a pass

through city. The amount of TOT has not been specifically committed to one particular activity, but the Council has the opportunity to support many civic activities throughout the year due in part to the TOT collected.

Councilmember Callegari observed that many years ago there were tour busses that would come through Susanville on the way to Reno. Now that there are large Indian Casinos allowed in many communities, it has impacted the number of people who travel to Reno for gambling.

Councilmember Garnier stated that she is committed to making Susanville a place that people come to and not pass through, and the increasing TOT is an encouraging sign.

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

Mr. Hancock stated that Item 7A had been noticed as a public hearing for June 3, 2015, however two of the councilmembers present have conflicts with consideration of the item which means that there will not be the required quorum. The public hearing will be continued to June 17, 2015.

7 PUBLIC HEARINGS:

7A *Consider Resolution No. 15-5174 authorizing setting the FY2015/2016 assessments for the Historic Uptown Susanville Association (HUSA) setting assessments fiscal year 2015/2016.*

8 COUNCIL DISCUSSION/ANNOUNCEMENTS: None.

Commission/Committee Reports:

9 NEW BUSINESS:

9A Consider Resolution No. 15-5178 authorizing Mayor to execute a Service Agreement between Aramark Uniform Services (Aramark) and the City of Susanville Mr. Gibbs reported that the City's Public Works Department has been utilizing the services of Mission Linen Supply since 2012 to provide uniform rental, linen services and janitorial supplies. The service agreement between Mission Linen and the City expires June 25, 2015. On April 14, 2015, staff released a request for proposals for uniform rental and linen services and received proposals from Mission Linen Supply and Aramark Uniform Services.

Mission Linen submitted a proposal that was unresponsive to the requirements outlined in the RFP. Specifically, their cost proposal did not address all charges that the City would incur during a week. In addition, during the service agreement period, Mission Linen has not consistently provided uniforms which meet the professional appearance required of City employees. Aramark provided a competitive proposal that was responsive to all areas of the RFP with a reduction in weekly charges of \$48. The City has requested an addendum to address uniform replacements and service agreement renewal. Aramark has agreed to this addendum. The Service Agreement outlines the scope of services to be provided by Aramark, including uniform rental and linen services for approximately fifteen employees and janitorial supplies to be provided on an as needed basis, and an addendum to address uniform replacements and service agreement renewal.

Motion by Councilmember Callegari, second by Mayor pro tem McBride, to approve Resolution No. 15-5178; motion carried. Ayes: Garnier, McBride, Callegari and Wilson. Absent: De Boer.

Mayor Wilson requested that the City Council consider Item 13B prior to consideration of Item 9B.

13B Receive and file Golf Course Update Ms. Savage reviewed the monthly Golf Course update, explaining that the golf season is from April through October, and that winter play through the honor system does not include rounds played for annual members. The weather has been somewhat rainier which reduces the amount of rounds played, but there have been more annual passes sold for the current golf season than for the prior year. Ms. Savage noted that a substantial improvement has been made in restaurant operations which she attributed to the Golf Course Manager and Restaurant Manager working together to improve the efficiency of operations.

9B Consider Resolution No. 15-5179 approving amendment to FY2014/2015 Golf Course Budget Ms. Savage reported that the Diamond Mountain Golf Course, because of the warmer than normal winter season, opened earlier than anticipated for the remaining 2014/2015 year. Opening the course earlier than anticipated brought on additional expenses for increased utility costs and labor costs. In addition, failures in two of the well pumps have created additional expenses for repairs and maintenance. Opening earlier creates a longer golfing season which will result in increased revenues. Staff is requesting the Golf Course budget be increased by \$34,000 in revenue and \$34,000 in expenses in order to meet the financial obligations for the remainder of the 2014/2015 fiscal year. This represents \$16,000 of additional revenue projected from Golf Course operations and the additional \$18,000 transferred from Golf Course Fund Balance or General Fund in order to meet expenses.

Councilmember Callegari recommended that the transfer be made from the Golf Course fund balance, as he does not agree that the General Fund should be supporting the enterprises to the extent that it has in the past. If the enterprise cannot sustain itself then it should be shut down rather than depleting the General Fund.

Mayor Wilson commented that the General Fund had been subsidizing the operations for a number of years, and the City Council voted to zero the balance owed by the enterprise in order to allow for a decision to be made on an annual basis as to whether or not the enterprise should be subsidized and if so, by what amount. He supported that decision and stated that the General Fund should be covering the additional \$18,000 expense for fiscal year 2014/2015 operations.

Mr. Hancock stated that for years, the shortfalls accumulated each year to an increasing debt to the General Fund with no plan or strategy in place and while the City is headed in the right direction of self-sustaining enterprises, unfortunately it is not quite there yet. He strongly believes that looking at the shortfall each year and discussing the true cost of the enterprise is the most prudent action.

Motion by Councilmember Garnier, second by Mayor pro tem McBride, to approve Resolution No. 15-5179 with the transfer funded from the General Fund; motion carried by polled vote. Ayes: Garnier, McBride and Wilson. No: Callegari. Absent: De Boer.

10 SUSANVILLE COMMUNITY DEVELOPMENT AGENCY: No business.

11 SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12 CONTINUING BUSINESS:

12A Consider Ordinance No. 15-1000 approving General Plan Amendment and Rezone GZ 14-022 for Rite Aid project: Waive second reading and adopt Mr. Sanders reported that a project has

been brought forward by PM Design Group to construct a new Rite Aid Pharmacy on the property located on Main Street and bordered by First Street on the north, Park Street on the west, and Ash Street on the east. There are a total of eight parcels at the location, with three properties currently zoned residential. The request is to change the land use designation to General Commercial/Shopping Center and to rezone the parcels to C-2. The three parcels will create a 1.65 acre property and will require the demolition of the three existing residences and a 7,124 square foot commercial building.

The Planning Commission at its hearing on April 28, 2015 adopted Resolution No. 15-1024 recommending to the City Council an amendment to the General Plan Land Use Map from Single-Family Residential to General Commercial/Shopping Center and rezoning the properties from R-1 to C-2. When constructed, the 17,369 square foot commercial project will generate approximately \$30,400 in mitigation fees and additional revenue with increased property taxes and a small potential increase in sales tax revenues.

On May 20, 2015 the City Council approved Resolution Number 15-5169 which amended the General Plan Land Use designation on the three subject parcels from Single Family Residential to General Commercial/Shopping Center. The proposed Ordinance will implement C-2 zoning which is consistent with the General Plan designation. The City Council introduced Ordinance No. 15-1000 at a Public Hearing scheduled on May 20, 2015 and final adoption of the Ordinance requires a second reading.

Motion by Councilmember Callegari, second by Councilmember Garnier, to approve Ordinance No. 15-1000; motion carried. Garnier, McBride, Callegari and Wilson. Absent: De Boer.

Mr. Hancock requested that the report for Item 13A be continued to the June 17, 2015 due to conflicts of interest, there would not be a quorum available for the discussion of possible uses for the property located at 600 Nevada Street.

13 **CITY ADMINISTRATOR'S REPORTS:**

13A *600 Nevada Street Property Improvements*

13B *Receive and file Golf Course Update – Considered after Item 9A.*

14 **COUNCIL ITEMS:**

14A **AB1234 travel reports:**

A AB1234 travel reports:

Councilmember Garnier requested an update regarding the State's water conservation mandate, asking why Susanville is expected to cut back thirty-six percent when some areas of the state are only required to reduce by 12-20 percent.

Mr. Hancock responded that the calculations used by the State to determine the water reduction mandate are based on several factors including historical use, population and due to the higher outdoor water usage in the summer for agricultural purposes the City showed a lot of usage as compared to other communities who have been dealing with water shortages and restrictions for a number of years. The intent of the restriction imposed by the City is to reduce outdoor watering by fifty percent during the summer months to achieve an overall reduction of thirty six percent without having to regulate indoor usage.

Councilmember Callegari suggested a mailer to residents to notify them of the assigned watering days.

Mr. Hancock responded that the mailer has been sent out.

Mayor pro tem McBride shared with those in attendance that the Susanville Area Bicycle Association held an event at Ranch Park over the weekend that is a qualifying event for a national race series. There were 97 entries in the event with 72 participants from out of the area. It was a good opportunity to showcase what Susanville has to offer for competitive sportsman.

Mayor Wilson requested an update regarding the Roop's Fort project.

Mr. Hancock responded that the City was waiting on the submittal of engineered design plans and for a licensed contractor to take out permits for completion of the work. Staff had requested an opportunity to comment on the design plans prior to final submittal but the opportunity was not provided and the plans were circulated directly to City departments for review and comment. It is expected that the plans will be finalized, and he has been told that there are three licensed contractors that have been contacted, and staff is hoping to receive a building permit application soon.

15 ADJOURNMENT:

Motion by Councilmember Callegari, second by Mayor pro tem McBride to adjourn; motion carried. Ayes: Garnier, McBride, Callegari and Wilson. Absent: De Boer

Meeting adjourned at 8:05 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: Gwenna MacDonald, City Clerk

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

PRESENTED BY: Jared G. Hancock

SUBJECT: **Resolution No. 15-5190** Approving and Authorizing Mayor to execute Agreement for City Attorney Services

SUMMARY: Jessica Ryan has accepted the offer of the City Council to execute a contractual agreement to provide legal services for the City effective July 22, 2015. The City Attorney will be available to staff and Council on an as-needed basis.

FISCAL IMPACT: Flat hourly billable rate at \$125 / per hour

ACTION REQUESTED: Motion to adopt Resolution No. 15-5190 approving and authorizing Mayor to execute Agreement for City Attorney Services

ATTACHMENTS:

- Service Agreement for City Attorney (Exhibit A)
- Resolution No. 15-5190

RESOLUTION NO. 15-5190
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
JESSICA RYAN FOR CITY ATTORNEY SERVICES

WHEREAS, the City of Susanville requires the services of legal counsel; and

WHEREAS, the City Council of the City of Susanville and Jessica Ryan have negotiated a professional services agreement for commencing July 8, 2015.

NOW, THEREFORE, be it resolved that the City Council of the City of Susanville approves the professional services agreement (Exhibit A) and authorizes the Mayor to execute the agreement.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

The foregoing **Resolution No.15-5190** was adopted at a special meeting of the City Council of the City of Susanville held on the 22nd day of July, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

APPROVED AS TO FORM: _____
City Attorney

**SERVICES AGREEMENT
CITY ATTORNEY**

This Service Agreement ("Agreement") is made between the City of Susanville, a municipal corporation and general law city of the State of California ("City"), and Jessica Ryan of Lassen County, California ("City Attorney").

Preamble

WHEREAS, City desires to appoint Jessica Ryan, ("City Attorney") as City Attorney for City; and

WHEREAS, City Attorney is an attorney duly licensed to practice in the State of California and desires to render professional legal services for City as provided herein; and

WHEREAS, City Attorney desires to accept appointment as City Attorney of City; and

WHEREAS, the parties hereto desire to set forth their agreement as to the terms and conditions for the services provided by City Attorney; and

WHEREAS, City hereby engages the services of City Attorney, and in consideration of the mutual covenants herein contained, the parties agree as follows:

TERMS AND CONDITIONS

1. Effective Date

This Agreement shall become effective as of July 22, 2015 and will continue on a month to month basis unless terminated by either party.

2. City Attorney's Duties

Under the direction of the City Administrator the City Attorney shall perform the following services for City:

- A. Attend City Council meetings;
- B. Attend Planning Commission meetings when requested by City Administrator;
- C. Review Auditor's Report and Recommendations;
- D. Prepare and/or review City contracts; prepare and/or review deeds to/from City pertaining to real property;
- E. Prepare, review and/or approve all new legislation (ordinances) of City for form and legality before enactment into law;
- F. Advise City Council and City Administrator regarding interpretation of legislation (ordinances, state laws, etc.);
- G. Prepare and/or review complicated or sensitive resolutions prior to adoption;
- H. Furnish legal advice to City Council and to City Administrator in the form of written confidential legal opinions;
- I. Review and answer all claims against City (it being understood that City's self-insured pool will select independent legal counsel to defend City in insurance-covered matters);
- J. Represent City in the event of a lawsuit either on behalf of or against City, it being understood that litigation involving issues that are covered by insurance, workers compensation coverage, or self-insurance will be handled by defense attorneys selected by the carrier or self-insured pool administrators;
- K. Represent City as City Prosecutor in any and all actions involving criminal prosecution of violations of City ordinances and laws including those contained in the Susanville Municipal Code and the Zoning Ordinance.

- L. City Attorney shall further perform such legal services as may from time to time be designated in writing by City.

It is City Council's responsibility to weigh the advice of City Attorney against all of the factors in the particular situation and make the final judgment.

City Attorney understands that City Attorney has no authority to bind City Council or City, and that any action that binds City Council or City occurs only after approved by a majority of City Council or a majority of a quorum of City Council, depending on the issue involved.

City attorney shall have complete control and discretion as to the means whereby her work schedule is accomplished.

City Attorney shall pay her professional license fees and any membership fees for professional organizations to which she belong. City shall pay registration costs and any other incidental costs associated with City Attorney's attendance at any city attorney conference or seminar the City specifically requests Attorney's attendance. "Incidental costs" as used in this section shall include all hotel, meal and travel expenses associated with City Attorney's attendance at any subject conference or seminar in compliance with City travel policies and procedures as may be amended from time to time.

3. Amount of Compensation Payable to City Attorney; City's Duties

Commencing July 8, 2015, City agrees to pay to City Attorney, for her services rendered hereunder, a flat hourly rate of One Hundred Twenty-five dollars (\$125.00). City attorney shall submit monthly billable hours statement to the City for payment in quarter hour billing increments. Payment shall be due within thirty (30) days of submittal.

To the extent permitted by the City's Group Health Insurance carrier, City shall afford City Attorney the right to enroll in City's health insurance plan in the event City Attorney desires to do so. In the event City Attorney does enroll, City Attorney shall pay for said coverage and City shall not be required to make any contribution thereto.

In the event the City Attorney travels outside Susanville for City business, City shall pay actual mileage expenses incurred by City Attorney under this Agreement at the Department of Treasury IRS rate for use of a personal vehicle on City business, as allowed and set forth by City's Policy regarding use of personal vehicles on City business. City Attorney shall be required to comply with the provisions of that Policy, including the provision of sufficient and adequate insurance coverage on the personal vehicle, as further set forth in said Policy.

4. Resignation

City Attorney may resign, and thereby terminate this Agreement, at any time upon providing City thirty (30) days' written notice delivered to City Clerk.

5. Personnel Rules Independent Contractor

It is recognized and agreed that this Agreement does not create an employer-employee relationship between City and City Attorney. City Attorney is an independent contractor, and as an independent contractor, is not eligible for the standard benefits available to City employees. Further, given that City Attorney is an independent contractor, City's personnel rules and regulations pertaining to employees do not apply to City Attorney.

6. Termination

City may terminate this Agreement at any time, with or without cause, upon giving City Attorney two weeks' written notice. City Attorney hereby acknowledges that she shall have no right to a hearing to review or contest the reasons for her termination by City, and City Attorney hereby expressly waives any and all such rights which may otherwise be granted by law. In the event of the death of City Attorney, this Agreement shall terminate as of that date.

At City's request, upon the termination of services under this Agreement, City Attorney shall promptly release all of City's papers and property (subject to any applicable protective orders or non-disclosure agreements) to City. If City does not request the return of City's papers and property, City Attorney shall retain City's file for a period of seven (7) years from the last date of service in the matter after which time City Attorney may have City's file destroyed, provided that City will be notified at least fourteen (14) days prior to the destruction of City's papers and property. If City does not request the return of its papers and property after such notification, then City shall be deemed to consent to such destruction. If City desires to have City's file maintained beyond seven (7) years after City's matter is concluded, separate arrangements with City Attorney must be made.

7. Notices

Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either City or City Attorney by the other party to this Agreement must be in writing and will be deemed duly served, given, or delivered when (1) personally delivered to the party to whom it is addressed, or (2) deposited in the United States mail, first-class postage prepaid, addressed to City at City Clerk, 66 North Lassen Street, Susanville, California 96130 or to City Attorney at _____, Susanville, California 96130. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

8. Conflicts of Interest

City Attorney covenants that, to the best of her knowledge, neither she nor any relative by blood or marriage has any interest which would conflict in any manner with the unbiased performance of City Attorney's services under this Agreement. City Attorney shall comply with City's Conflicts of Interest Code and shall file Form 700 with the City Clerk.

9. Compliance with Laws

City Attorney shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

10. Modification

This Agreement may be modified or amended only by a written instrument signed by both parties hereto.

11. No Assignment/No Subcontracting

Neither party may assign this Agreement. City Attorney shall not subcontract the work to be done hereunder.

12. Sole and Only Agreement

This Agreement constitutes the sole agreement of the parties to this Agreement and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements,

promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

13. Non-Liability of City Officers and Employees

No officer or employee of City shall be personally liable to City Attorney in the event of any default or breach by City for any amount which may become due to City Attorney or for any breach of any obligation of the terms of this Agreement.

14. Errors and Omissions Insurance

City Attorney shall maintain errors and omissions insurance coverage applicable to the services to be rendered. City Attorney shall provide City with evidence of such insurance upon request.

15. Interpretation

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared, as both parties were involved in drafting it.

16. Waiver

No waiver shall be binding, unless executed by one of the parties hereto making the waiver. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

17. Captions and Headings

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

18. Severability

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

19. Governing Law

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

20. Rights and Remedies

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

If a dispute arises between City Attorney and the City regarding attorneys' fees or costs under this Agreement and City Attorney files suit in any court, or begins an arbitration proceeding other than through the State bar or a local bar association under Business and Professions Code Sections 6200-6206, the City will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, in which event City Attorney must submit the matter to that arbitrator.

21. Binding on Heirs and Successors

This Agreement will inure to and be binding on the heirs, executors, administrators, and successors of the parties to this Agreement. However, nothing contained in this paragraph will constitute a consent to the assignment or delegation by either party of any rights or duties under this Contract.

22. Venue

All proceedings involving disputes over the terms, provisions, covenants and conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Lassen County, California.

23. Nonexclusive Relationship

City Attorney may represent, perform services for, and contract with as many other clients, persons, or companies on matters not involving City, as City Attorney, in City Attorney's sole discretion, sees fit as long as no conflict of interest occurs.

Executed on _____, 2015 at Susanville, Lassen County, California.

CITY OF SUSANVILLE

CITY ATTORNEY

Brian R. Wilson, Mayor

Jessica Ryan

ATTEST:

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: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5189** Approving Employment Agreement for City Administrator

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The subject employment agreement with Jared G. Hancock for the position of City Administrator has been negotiated within the parameters established by City Council.

FISCAL IMPACT: \$ 111,240.61 plus benefits

ACTION REQUESTED: Motion to approve Resolution No. 15-5189 and authorizing Mayor to sign agreement.

ATTACHMENTS: Resolution No. 15-5189
Employment Agreement

EMPLOYMENT AGREEMENT * CITY ADMINISTRATOR

This employment agreement ("Agreement") is entered into on July 22, 2015 effective July 18, 2015 between the City of Susanville ("City") and Jared G. Hancock ("Employee"). In consideration of the mutual promises and agreements set forth below, City and Employee agree as follows:

1. Employment. City agrees to employ Employee to render services as City Administrator of City on the terms and conditions set forth in this Agreement and as provided in Chapter 2.08 of the Susanville Municipal Code (a copy of which is attached hereto as Exhibit "A"), and Employee accepts such employment on the terms and conditions set forth in this Agreement.

2. Term. The term of the Employee's employment shall be as follows: commencing on July 18, 2015 and ending on the earliest of:

- A. January 18, 2019 or
- B. The date of termination of Employee's employment in accordance with Paragraph 4, below.

3. Position and Duties. Employee shall serve as City Administrator of City. In addition to the duties of Employee set forth in Chapter 2.08 of the Susanville Municipal Code, the City Council of the City of Susanville ("City Council") shall have the power to determine the specific duties and responsibilities which Employee must perform under this Agreement, and the means and manner by which Employee must perform those duties and responsibilities. It is recognized that the City Administrator must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end the City Administrator's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Administrator shall spend sufficient hours on site to perform the City Administrator's duties; however, the City Administrator has discretion over the City Administrator's work schedule and work location. The City Administrator shall not spend more than 12 hours per month in teaching, consulting, speaking, or other non-City connected business for which compensation is paid without the express prior consent of the City Council.

4. At-Will Employment Status, Exemption from Personnel System and Termination. Employee's employment as City Administrator is at-will. Thus Employee's employment is at the mutual consent of Employee and City and either Employee or City may terminate the employment at-will. City may terminate Employee at any time, with or without good cause, for any reason whatsoever. Termination shall be by at least three (3) affirmative votes of the City Council. Employee may terminate his employment at any time, with or without good cause, for any reason whatsoever, subject to the notice requirement set forth in Paragraph 19 below. Employee is exempt from the City's Personnel System and holds no property right in his employment as City Administrator.

Employee agrees that no representative of the City has made or can make any promises, statements, or representations which state or imply that Employee is hired or retained under any terms other than at-will and exempt from the City's Personnel System, as set forth above.

Employee's status, as at-will City Administrator and exempt from City's Personnel System may only be changed, revoked, amended, or suspended by a written document, signed by the Employee and the Mayor, following approval by the City Council.

5. Compensation and Benefits. Employee shall receive the following compensation:

A. Salary. Employee shall receive an annual salary range at 171, Step E in the annual amount of \$111,240.61. Said salary is to be effective July 18, 2015 and be eligible for a merit increase January 1, 2017.

B. The Management Global Range and Step Matrix shall be used to determine salary.

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

D. Employee is exempt from the requirements of the Fair Labor Standards Act and is not eligible for standby pay, call back pay, overtime pay, or any other form of overtime compensation unless expressly authorized by the City Council under section 21 of this Agreement.

E. City shall provide Employee those benefits including, but not limited to, all leaves, insurance, and retirement benefits, provided to Management employees of the City and not otherwise mentioned herein.

F. Employee shall receive fifty dollars (\$50.00) per month for occasional use of his personal vehicles for City purposes in attending meetings and otherwise conducting City business or attending functions on behalf of City and also shall receive fifty dollars (\$50.00) per month to defer City use of his personal phone to conduct City business. No justification shall be required of Employee, it being understood that this is unavoidable. Employee shall receive no other mileage reimbursement for the use of his vehicle or out of pocket reimbursement for the use of his phone. Employee is encouraged to use a City vehicle or a City phone to avoid a financial inconvenience to him. Employee is to name City as an additional insured on his automobile liability policy insuring any vehicle that he may drive incidentally when conducting City business and to furnish proof of same forthwith. The limits of said insurance shall be no less coverage than \$100,000.00 per person/\$300,000.00 per occurrence and with property damage liability coverage of at least \$100,000.00.

6. Continuing Education/Training. Employee shall participate in training and continuing education programs as directed by the City Council and funded in the annual budget.

7. Retirement. The City shall continue to make contributions to the Public Employee's Retirement System for Employee as follows: All of City share and all of Employee share for 3% at 60, single highest year.

Employer Paid Member Contribution (EPMC): The City agrees to report the value of EPMC to CalPers as additional compensation.

8. Holidays. Employee shall be entitled to holidays as specified in the Employee Manual.

9. Vacation. Employee shall earn annual vacation credit prorated and accrued monthly on the following basis:

136 hours for less than five (5) full years of service:	5.23 per pay period
160 hours after five (5) full years of service:	6.15 per pay period
200 hours after ten (10) full years of service:	7.69 per pay period
240 hours after fifteen (15) full years of service:	9.23 per pay period

The maximum vacation accrual shall be 240 hours at the end of each fiscal year.

10. Management Leave. Employee shall continue to receive eighty (80) hours of management leave per fiscal year in addition to vacation leave. Such leave will be credited July 1st of each year.

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

Management leave may not accrue, and any unused leave will extinguish as of June 30th of each year.

11. Life Insurance. Employee will receive a twenty five thousand dollar (\$25,000.00) term life insurance policy to be paid for by the City.

12. Sick Leave.

A. Employee will accrue and be able to use sick leave as set forth in the City of Susanville Employee Manual.

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

C. Upon retirement, Employee will be able to purchase health insurance under this plan with no vesting requirement if allowed by the Plan. A credit of fifty percent (50%) of accumulated sick leave at time of retirement will be paid out per month towards fifty percent (50%) of premium, subject to CalPers regulations. The amount of sick leave credit that should be credited toward retiree health insurance premium will be capped at fifteen thousand dollars (\$15,000.00).

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

14. Family Illness. Family illness or injury leave may be taken in accordance with the Employee Manual.

15. Bereavement Leave. Bereavement leave shall be provided as set forth in the Employee Manual.

16. Health and Dental Insurance. City shall pay the cost of health, dental and vision insurance premium up to \$936.00 per month. Employee shall pay any additional premium costs in excess of \$936.00.

17. Performance Review. The City Council may evaluate Employee's performance on a quarterly basis and there shall be an annual review not later than June 15, 2014. During each review Employee's performance shall be evaluated, his goals for the City considered and the accomplishments of the City considered. Employee shall commence each review with a public presentation of what Employee believes is the state of the City in all material respects. Otherwise Employee's evaluation shall be placed for discussion on the agenda with the Employee, the Council and appropriate staff of the Council.

18. Renewal of Agreement. City is under no obligation to renew or extend this Agreement and City may decide to do so solely at its discretion. City may terminate this Agreement earlier as provided in Paragraph 19. The City may extend this Agreement at any time prior to its expiration.

19. Notice of Termination. City need not provide Employee with any prior notice of its decision to terminate this Agreement. Due to the important nature of the City Administrator's duties to the City, if Employee terminates this Agreement, Employee must provide the City Council with thirty (30) days written notice prior to the date he ceases to perform his duties and responsibilities under this Agreement.

20. Severance Payment. The language herein regarding a severance payment in no way changes or modifies Employee's status as at-will and exempt from the City's Personnel System, as set forth in Paragraph 4 above.

If the Employee terminates this Agreement, City shall not pay Employee any severance payment. Upon the termination of this Agreement Employee is not entitled to salary payments equivalent to the remainder of the Agreement term.

If the City terminates Employee for any reason (including restructuring or payoff) other than Employee's misconduct, City shall pay Employee a severance payment of the equivalent of one month for each year of service at the Employee's then current salary, with applicable payroll taxes withheld, and benefits. Misconduct means Employee's dishonesty, fraud, self dealing or willful misconduct as that term is defined for purposes of the California unemployment insurance, committed in the performance of Employee's duties and responsibilities under this Agreement; or the Employee's violation of any law which can be punished as a felony committed at any time. The determination of whether Employee was terminated due to misconduct is in the City's sole discretion.

If the City terminates Employee's employment at any time due to Employee's misconduct, as defined above, City shall not pay Employee any severance payment. If Employee terminates his employment, Employee is not entitled to a severance payment.

21. Reimbursement. City shall reimburse Employee for all actual and necessary expense he incurs in the performance of his official duties as City Administrator, including those incurred when travelling on business pertaining to the City. Expenses of a personal nature (i.e., personal telephone calls, entertainment, spousal expenses) shall not be paid by City. City shall additionally reimburse Employee for all reasonable expenses for Employee's job-related training, conferences (i.e., League of California Cities annual conference, annual Manager/Administrator's conference), education, and travel expenses related thereto.

22. Bond. Employee shall furnish a corporate surety bond in an amount no less than one hundred thousand dollars (\$100,000.00) from a surety approved by the City Council for the faithful performance of the duties imposed upon the Employee by this Agreement. The premium of such bond shall be a proper charge against City, and Employee shall not be responsible for the payment thereof.

23. Nonassignment. Employee's duties and obligations under this Agreement are personal and not assignable.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement. The Agreement is the complete and final expression of the parties agreement and supersedes all prior or contemporaneous oral or written negotiations, discussions, representations, or agreements, if any. Employee acknowledges that he has not relied on any promises, statements, representations, or warranties except as expressly set forth in this document.

This Agreement, and any and all terms and conditions herein, may only be changed, revoked, amended, or suspended by a written document signed by both Employee and the Mayor following approval by the City Council.

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

26. No Waiver. No party's failure to enforce any provision or provisions of this Agreement will be construed in any way as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every provision of this Agreement.

27. Partial Invalidity. The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity of enforceability of the other provisions or portions of this Agreement.

28. Interpretation. No interpretation or construction of any provision or provisions of this Agreement will be influenced by the identity of the party drafting the Agreement.

29. Heading. Paragraph headings used in this Agreement are for convenience only and shall not be considered a part of the terms of this Agreement.

In witness whereof, the parties have executed this Agreement on the date set forth below.

Dated: July 22, 2015

EMPLOYEE:

JARED G. HANCOCK

CITY OF SUSANVILLE:

BRIAN R. WILSON, Mayor

ATTEST:

GWENNA MACDONALD, City Clerk

APPROVED AS TO FORM:

City Attorney

Reviewed by: JGH City Administrator
 City Attorney

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

Submitted by: Daniel Gibbs, City Engineer

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5181** authorizing the installation of additional traffic control devices and signs at the intersection of North Roop and Nevada Streets and authorizing the Chief of Police to implement additional parking restrictions on North Roop Street both north and south of Nevada Street to improve sight distance at the intersection.

PRESENTED BY: Daniel Gibbs, City Engineer

SUMMARY: Concern has been raised regarding the safety of vehicles and pedestrians attempting to cross North Roop Street during evening hours for events associated with the uptown area and Main Street to the south. A request was received to consider additional traffic controls for stop signs or a traffic signal to improve safety.

There is presently two way stop control for the lower volume Nevada Street. North Roop Street remains uncontrolled and acts as the major street with significantly more volumes north and south. This area is frequented by pedestrians walking along North Roop Street, especially during the evening hours to attend the movie theatre at the corner of Main and North Roop Street. Safety lighting is present at the northeast corner of the intersection and in the alley immediately north of the theatre.

A stop and signal warrant study was performed along with an engineering and traffic study at the subject intersection, based on data collected during the week of April 6, 2015, to determine if additional controls (stop or signal) are warranted. The warrants for placement of a stop sign or a signal, address a variety of situations ranging from traffic and pedestrian volumes, accident history to proximity to schools and railroad crossings. Volumes collected for the intersection do not meet the minimum amounts required by the 2014 Manual of Uniform Traffic Control Devices (MUTCD).

Warrants performed to justify the installation of additional traffic control were found to be unsubstantiated due to imbalances in traffic volumes between the two corridors, a lack of relevant accident history and low volumes overall. No accidents have been reported to the Police Department in the past 2½ years. Therefore, thresholds required to support warrants for an increase in control of the intersection cannot be supported at this time.

Staff also performed an investigation of excessive vehicular speeds on North Roop Street. Two speed studies were performed of the intersection with the most recent occurring in conjunction with the collection of traffic counts in April of this year. The results of these indicated that excessive speeding is not present and public is, for the most part complying with the posted speed limits.

A visual traffic and pedestrian study was performed on July 10, 2015, between the hours of 7:30 p.m. and 10:30 p.m. with all pedestrian movement and volumes being recorded. Data obtained reveals that of the pedestrians crossing North Roop, more than 50% cross at midblock or in areas where least expected by vehicular traffic. No incidents involving unsafe movement or conditions were observed. Other observations of significance are listed below:

- a) 126 of 134 vehicles on North Roop do not anticipate nor slow for traffic on Nevada Street thus supporting concern against installation of stop control on North Roop;
- b) Safety lighting is inadequate midblock and can be improved if realigned and upgraded in the alley between the Uptown Cinema and Roop Street Bicycles;
- c) Vehicles negotiating valley gutters at the intersection travel at lower speeds and are more cautious. Consideration could be given to installation across North Roop;
- d) Removal of parking on North Roop in front of the vacant lot will improve sight distance;
- e) Overhanging tree branches can potentially block adequate lighting for some pedestrian depending on the direction of travel.

Field reviews of the intersection were conducted during the same period and revealed potential sight distance issues that may present visual barriers for vehicles and pedestrian attempting to cross North Roop Street. With the parking areas currently in place and the presence of shrubbery along North Roop Street, some restrictions to adequate sight are present. Removal of certain diagonal stalls in conjunction with placement of red curb to eliminate parallel parking will improve visibility. The Chief of Police participated in a field review June 15, 2015, and staff received concurrence regarding recommendations to improve sight distance and restrict parking.

Staff recommends the following steps be taken to advise vehicles and pedestrians of each other for movements occurring within the public right-of way. The signing to be provided is:

- i. "CROSS TRAFFIC DOES NOT STOP" (W4-4P) for east and westbound Nevada Street;
- ii. Restricting parking on the east side of North Roop south of Nevada and on the west side north of Nevada. The length of new "No Parking" zones is estimated to not exceed 100 feet. Only the least amount needed in order to achieve minimum decision sight distances compliant with Caltrans standards with will restricted;
- iii. Trim and/or remove trees and bushes to further improve sight distance where parked vehicles are not of concern.

Further measures that can be considered if the concerns are not alleviated once the signs, parking restrictions and sight distance improvements are installed are as follows:

- Improvement or installation of additional safety lighting at the alley (midblock) and at the southeast corner of the intersection;
- Installation of a pedestrian activated crosswalk warning and lighting system;
- Analysis to determine if a flashing beacon system is warranted.

Staff will provide on-going monitoring of the location for changes in conditions, accident history and operations once the modifications are in place.

FISCAL IMPACT: The cost of installing additional signing, removing parking stalls and trimming foliage is estimated at less than \$2,000. Costs for realigning and upgrading the alley light are estimated at \$2,000; additional safety lighting would cost approximately \$10,000 to \$15,000. Installation of in-road crosswalk lighting is estimated at \$15,000 to \$20,000. Placement of a valley gutter could range in costs between \$5,000 and \$10,000.

ACTION REQUESTED: Motion to approve Resolution No. 15-5181 authorizing the Streets Division of Public Works Department to purchase and install signs on all four legs of the intersection as indicated above to provide advance notice to both pedestrians and vehicles as they encounter each other or other vehicles at the intersection. Authorize the Chief of Police to restrict parking near the intersection for lengths not exceeding 100 feet at the southeast and northwest corners along North Roop Street.

ATTACHMENTS:

- Resolution No. 15-5181
- Aerial View of the Nevada & Roop Intersection with proposed signs and parking restrictions

RESOLUTION NO. 15-5181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING THE INSTALLATION OF ADDITIONAL TRAFFIC CONTROL DEVICES AND SIGNS AT THE NEVADA STREET AND NORTH ROOP STREET INTERSECTION TO ADDRESS SAFETY CONCERNS FOR PEDESTRIAN MOVEMENTS, ASSIST CROSS TRAFFIC MOVEMENTS ON NEVADA STREET AND REDUCE THE POSSIBILITY OF ACCIDENTS

WHEREAS, the City of Susanville has been approached regarding safety concerns for pedestrian and vehicular traffic negotiating the intersection of North Roop Street and Nevada Street when attempting to cross North Roop Street; and

WHEREAS, it is the desire of the City of Susanville to protect the citizens of the community when a need arises and as changing conditions warrant; and

WHEREAS, the installation of additional traffic control signs or devices is appropriate given the results of an engineering and traffic study analyzing traffic volumes, speeds and accidents for safe passage of pedestrians and cross traffic on Nevada Street; and

WHEREAS, the removal of certain parking stalls on North Roop Street including trimming of certain bushes and trees is deemed appropriate to improve sight distance based upon an engineering and traffic study; and

WHEREAS, the Public Works Department is recommending additional traffic control devices, to restrict parking as directed by the Chief of Police and to remove physical obstructions to improve visibility at locations determined to be the most effective to provide a more safe environment at the North Roop and Nevada Street intersection to provide protection for pedestrians and vehicles; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville hereby authorizes the Public Works Department to install appropriate signs, restrict parking and remove obstructions along North Roop Street and on Nevada Street per an Engineering and Traffic study performed by the City Public Works Department.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna Mac Donald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

The foregoing Resolution was adopted at a special meeting of the City Council of the City of Susanville, held on the 22th day of July, 2015, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

APPROVED AS TO FORM: _____
City Attorney

Reviewed by: YAH City Administrator
 _____ City Attorney

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

Submitted by: Daniel Gibbs, City Engineer

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5184** authorizing the Mayor to execute Addendum No. 1 to the Memorandum of Understanding (MOU) between the City and Susanville Indian Rancheria (SIR) for the Skyline Sidewalk Project.

Resolution No. 15-5185 authorizing the City Council to accept and award Project No. 15-01, Skyline Sidewalk Project in the City of Susanville to the lowest responsible bidder; authorizing the City to enter into a contract with Impact Construction for Project 15-01 in the amount of \$ 149,525.00 for the base bid and \$ 51,139.00 for the additive bid; and, authorizing the Director of Public Works to approve contract change orders up to 15% of the value of base and additive bid or in an amount not to exceed \$30,099.60.

PRESENTED BY: Dan Newton, Public Works Director

SUMMARY: Public Works staff prepared plans and specifications for the construction of sidewalk along the south side of Skyline Road from Bunyan Road westerly to a point approximately 650 feet west and aligned with Barbara Avenue. The project consists of the installation of curb, gutter, sidewalk, ADA compliant curb ramps, and reconfiguration of two existing access points for the mini-mart/gas station and commercial entrance west and immediately north of the hotel. Additional improvements include widening Skyline west of the westerly entrance, improving the Barry Creek crossing for pedestrians with a rock wall and safety railing plus a street safety lighting system.

The Susanville Indian Rancheria, at their July 7, 2015 Tribal Council, received a report from the City Engineer and approved an addendum to the MOU previously agreed to by the City Council in November of 2014. The addendum clarified a desire to award additional work for the additive portion and increased the amount authorized for reimbursement to the City by SIR in the amount of not to exceed \$230,000.00. A signed copy of the addendum is attached as Exhibit 'A'.

The project was advertised in the Lassen Times on several occasions for a bid opening date of July 2, 2015. Two bidders submitted and the results of the bids are as follows:

Bidder No. 1: Impact Construction - Susanville, CA	Base bid: \$ 149,525.00
	Additive bid: <u>\$ 51,139.00</u>
	TOTAL: \$ 200,664.00

Bidder No. 2: Four Point Engineering - Wellington, NV	Base bid: \$ 175,263.00
	Additive bid: \$ <u>53,538.00</u>
	TOTAL \$ 228,801.00

The City Engineer's estimate for the project based on the quantities anticipated and recent unit prices provided with similar projects was \$ 149,612.00 for the base bid and \$51,674.00 for the additive portions or a total of total of \$ 201,286.00 excluding any contingencies. Therefore, the lowest responsible bid was 0.31% lower than estimated. Based on these results, staff recommends award of the contract to Impact Construction. Work will commence in early August after a preconstruction meeting is scheduled and all bonds, insurance and permits are submitted and found to be in good order.

FISCAL IMPACT: SIR will reimburse the City for all payments made to the Contractor. The City will provide construction engineering at its cost to the project as previously agreed to with SIR. The cost of construction engineering is typically estimated at 15% of the bid amount or approximately \$ 30,000. Justification for the City providing these services at its cost is provided given the benefit received overall to the City for the installation of pedestrian facilities along a publicly utilized street.

ACTION REQUESTED:

Motion to Adopt

Resolution No. 15-5184 authorizing the Mayor to execute Addendum No. 1 to the Memorandum of Understanding (MOU) between the City and Susanville Indian Rancheria (SIR) in an amount to not exceed \$ 230,000.00;

Resolution No. 15-5185 awarding Project No. 15-01, Skyline Sidewalk Project in the City of Susanville to Impact Construction, the lowest responsible bidder; entering into a contract for Project 15-01 in the amount of \$ 200,664.00; and giving the Director of Public Works authority to approve change orders for up to 15% in contingencies.

ATTACHMENTS: Resolution 15-5184 and Exhibit 'A'
Resolution 15-5185

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUSANVILLE INDIAN RANCHERIA AND CITY OF SUSANVILLE FOR
SKYLINE ROAD, CASINO SIDEWALK PROJECT

- 1.1 The Susanville Indian Rancheria (Tribe) has entered into a Memorandum of Understanding (MOU) with City of Susanville (City) dated on or about October 15, 2014 for the Skyline Sidewalk Project, Project No. 15-01.
- 1.2 MOU is for the design and construction of a sidewalk and associated improvements along the south side of Skyline Road from the intersection at Bunyan Road and westerly approximately 465 feet, for which the Tribe will reimburse City up to \$160,000.00.
- 1.3 MOU at Page 1; Paragraph D of RECITALS in subparagraph 1 indicated the length of sidewalk and associated improvements to be placed;
 - 1.3.1 Amendment NO. 1 extends the limits of work westerly with an additive bid as desired and requested by the Tribe to include an additional length of sidewalk of approximately 115 feet and a safety lighting system.
- 1.4 MOU at Page 2; Section 3 under Obligations of the City at Paragraph (c) referred to plans approved and revised as of 10/7/14;
 - 1.4.1 Amendment NO. 1 revises the approval date of the revised plans and specifications to May 26, 2015.
- 1.5 MOU at Page 4; Section 4 under Project Schedule at Paragraph (b) referred to insurance requirements of \$2 Million per claim;
 - 1.5.1 Amendment NO. 1 revises the insurance claim limit to \$1 Million to be consistent with the approved specifications dated May 26, 2015
- 1.6 MOU at Page 4, Section 5 under Funding and Payment stated that funding was not to exceed \$160,000 to fund the project;
 - 1.6.1 Amendment No. 1 revises the amount to be funded and reimbursed to the City for actual costs to not exceed \$230,000 inclusive of the base bid and additive along with 15% in change order authority to the City.

This Amendment to the MOU shall begin upon execution by all parties and terminate on **June 30, 2016**. No work may begin on this project until this Amendment is executed by all parties. For this Agreement, the timeframe indicated by the execution of this Agreement and the afore-mentioned termination date shall serve as the contract term including both the project completion and project implementation/life periods.

In Witness Thereof:



Susanville Indian Rancheria

Date: 7/8/15

City of Susanville Public Works

Date: _____

RESOLUTION NUMBER 15-5184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING EXECUTION OF ADDENDUM NUMBER 1 TO THE MEMORANDUM
OF UNDERSTANDING (MOU) BETWEEN THE CITY AND SUSANVILLE INDIAN
RANCHERIA (SIR) PERTAINING TO THE CONTRACT FOR CONSTRUCTION OF
THE SKYLINE SIDEWALK PROJECT, CITY OF SUSANVILLE PROJECT NUMBER
15-01

WHEREAS, the City of Susanville has previously entered into a Memorandum of Understanding (MOU) with the Susanville Indian Rancheria (SIR) regarding services to be provided by the City for the installation of sidewalk along the south side of Skyline Road west of Bunyan Road; and

WHEREAS, the City of Susanville and Susanville Indian Rancheria (SIR) desire to revise said MOU to allow for additive work along Skyline Road west of the original westerly limits of work identified in the original MOU; and

WHEREAS, the City has determined that additional funding in the aggregate amount of \$230,000.00 is necessary to fund the project and reimburse the City for payments made to the contractor and other City provide services and allowed for in the MOU; and

WHEREAS, the City intends to award a contract to the lowest responsible bidder at the earliest possible date in order to facilitate construction of the project this calendar year; and

WHEREAS, the Susanville Indian Rancheria, at its July 7, 2015 Tribal Council meeting, did in fact receive a report from the City Engineer regarding said addendum to the MOU resulting in the execution of the addendum shown as Exhibit 'A' and offered herein for consideration by the Council for execution; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville as providing authorization to enter into an addendum to its existing MOU with the Susanville Indian Rancheria, for increasing the value of available reimbursement to the City for it's services in providing sidewalk and related amenities along Skyline Road west of Bunyan Road in an amount not to exceed \$230,000.00.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

The foregoing Resolution was adopted at a special meeting of the City Council of the City of Susanville, held on the 22th day of July, 2015, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

APPROVED AS TO FORM: _____
City Attorney

RESOLUTION NO. 15-5185
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING AWARD OF THE CONTRACT FOR THE SKYLINE SIDEWALK
PROJECT, NUMBER 15-01 TO THE LOWEST RESPONSIBLE BIDDER, IMPACT
CONSTRUCTION

WHEREAS, the City of Susanville has conferred with the Susanville Indian Rancheria (SIR) and identified it is the best interest of both the City and SIR to pursue the installation of sidewalk along the south side of Skyline Road west of Bunyan Road; and

WHEREAS, the City of Susanville has entered into a Memorandum of Understanding (MOU) with the Susanville Indian Rancheria to design and construct installation of sidewalk along the south side of Skyline Road west of Bunyan Road; and

WHEREAS, the City advertised bids and opened those bids in accordance with California Public Contract Code and relevant sections of the Federal Code of Regulations for projects where Federal funding is made available; and

WHEREAS, said bids were found to be in good order and meeting the intent of above said referenced codes and of a reasonable price to provide such that award could be considered; and

WHEREAS, the City of Susanville Public Works Department has determined that Impact Construction has been determined as the lowest responsible bidder and should given consideration for award in the amount not exceeding their bid excluding contingencies; and

WHEREAS, the Susanville Indian Rancheria, at it's July 7, 2015 Tribal Council meeting, did in fact receive a report from the City Engineer regarding said bid results and the City's intent to award said lowest responsible bid at the July 22, 2015 City Council meeting; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville as providing authorization to enter into a contract with Impact Construction, as the lowest responsible bidder for a bid amount not to exceed \$200,664.00 inclusive of additive work; and authorize the Public Works Director to approve contract change orders not more than 15% of the contract value for unforeseen work.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

The foregoing Resolution was adopted at a special meeting of the City Council of the City of Susanville, held on the 22th day of July, 2015, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

APPROVED AS TO FORM: _____
City Attorney

Reviewed by: ASJGH City Administrator
 City Attorney

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

Submitted by: Dan Newton, Public Works Director

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5186** adopting the Lahontan Basins Integrated Regional Water Management Plan;

Resolution No. 15-5187 accepting lead agency status for the Lahontan Basins Regional Water Management Group and authorizing City Administrator to complete and submit the grant application for the RWMG;

Resolution No. 15-5188 authorizing the City Administrator to execute Agreement with Dyer Engineering for preparation of the Integrated Regional Water Management Group Implementation Grant

PRESENTED BY: Dan Newton, Public Works Director.

SUMMARY: In March 2014, the City entered into a Memorandum of Understanding with the Honey Lake Valley Resource Conservation District, the Lassen Irrigation Company (LIC), and the Susanville Indian Rancheria (SIR) to form the Lahontan Basins Regional Water Management Group (RWMG). The purpose of the group was to prepare and submit the Region’s Integrated Regional Water Management Plan (IRWMP) to the State Division of Water Resources (DWR). Since that time, the RWMG has obtained a planning grant and prepared the IRWMP. Both the RWMG and DWR have approved the IRWMP.

The region is eligible to submit an implementation grant application for the final cycle of Proposition 84 funding. The project solicitation has recently been issued and a small window has been provided to prepare the implementation grant. The City of Susanville has submitted projects for consideration by the RWMG. To be eligible to receive funding, the City must approve the IRWMP. Attached is a copy of the IRWMP for Council’s Consideration. The IRWMP is a voluntary planning document, not a policy document. Council may either approve the IRWMP or reject it, but cannot modify the document as it was prepared for to the Lahontan Basins RWMG.

The Lahontan Basins RWMG entered into an agreement with the other 5 IRWM Regions within the Lahontan Region to equitably distribute Proposition 84 funds. Each IRWM Region has agreed to request only up to the amount of funds allocated to the Region. This in turn fosters a non-competitive grant process and as a result all regions will be awarded some amount of funding as long as they sufficiently complete a project implementation grant application. This agreement will help the regions to more adequately plan for future IRWM projects and programs. DWR supports this proposal. \$2,459,918 funds are earmarked for the Lahontan Basins Region.

The small application window has prompted the need to move quickly. The implementation grant projects have been selected and the grant application has already been started. The selected projects are as follows:

- 1) Lassen Land and Trails Trust will receive funding for the Madeline Municipal Water Assessment (\$20,000) and the Ravendale Municipal Water Assessment (\$20,000);
- 2) Spalding Community Services District will receive funding for a closing water retention pond project (\$56,250);
- 3) City of Susanville, Cady Springs Booster Station Completion, Water Main Infrastructure Replacement (\$2,118,668)

The Lahontan Basins RWMG has asked the City to act as lead agency for the implementation grant. The City has the appropriate financial structure and staffing expertise to successfully administer the grant on behalf the RWMG. Also, given the fact that the City is receiving the majority of the grant funds available it is logical that the City take the lead. Given the August 7, 2015, deadline, staff is requesting the Council authorize the City Administrator to submit the grant application for the RWMG and provide all necessary documents to DWR as lead agency.

The implementation grant application is due on August 7, 2015. The engineering firm that prepared the IRWMP has provided a cost to complete the grant application. Upon approval of the application the cost of preparing the application is reimbursable. Dyer Engineering has proposed a not to exceed cost of \$29,985 to prepare the implementation grant application. Given the timeframe and Dyer's performance on the IRWMP, Dyer is the logical choice to complete the grant application. Additionally, if the application is not successful Dyer has agreed to only receive \$15,000.

Description:

The IRWMP provides a framework that will foster a collaborative effort to manage all aspects of water resources in our region. The IRWMP has been developed with extensive participation from local agencies, stakeholders, individuals, and groups in an attempt to address the issues and differing perspectives of all involved through mutually beneficial solutions.

With the plan complete it is now time for the Region to submit projects for the final implementation cycle. Several projects have been identified; however, the call for projects requires projects to be "shovel ready". The City has several projects that can move forward into construction within a short time frame. For this reason, the City has the opportunity to address some much needed areas of our water system.

FISCAL IMPACT: Because a significant portion of the City is considered a disadvantaged community the 25% match requirement should be waived for the City's projects.

The cost to prepare the implementation grant will only be reimbursed if the grant is awarded. Staff is requesting that Council authorize the expenditure of \$15,000 from the 7114 water fund that is restricted for infrastructure improvements. Upon award of the grant, the funds will be paid.

Administrative Costs will be reimbursed to the City. The City is eligible for up to 10% of the cost of the implementation grant (approximately \$245,000) to administer the projects.

ACTION REQUESTED:

Motion to adopt **Resolution No. 15-5186** adopting the Lahontan Basins Integrated Regional Water Management Plan;

Motion to adopt **Resolution No. 15-5187** accepting lead agency status for the Lahontan Basins Regional Water Management Group and authorizing City Administrator to complete and submit the grant application for the RWMG;

Motion to adopt **Resolution No. 15-5188** authorizing City Administrator to execute Agreement with Dyer Engineering for preparation of the Integrated Regional Water Management Group Implementation Grant

ATTACHMENTS:

Resolution No. 15-5186

Resolution No. 15-5187

Resolution No. 15-5188

Dyer Engineering Consultant Contract

RESOLUTION NO. 15-5186
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE ADOPTING
THE LAHONTAN BASINS INTEGRATED REGIONAL WATER MANAGEMENT PLAN
PUBLISHED JULY 06, 2015

WHEREAS, numerous factors such as population growth, development, loss of snowpack, prolonged drought, and greater risk of catastrophic fire in the State of California will continue to pressure water resources, and balancing the needs of urban, agricultural, environmental and recreational water supplies will be a challenge for all involved in water management; and

WHEREAS, the Lahontan Basins planning region encompassing the majority of Lassen County ; and

WHEREAS, the Lahontan Basins Regional Water Management Group is composed of the agencies and organizations that wrote and adopted the Lahontan Basins IRWMP which was approved in 2015; and

WHEREAS, Lahontan Basins diverse group of public agencies, water providers, tribal entities, businesses, residential water users, and agricultural, community, recreational, and environmental organizations, have jointly developed this Integrated Regional Water Management Plan (IRWMP); and

WHEREAS, the IRWMP has served and will continue to serve as a voluntary planning document that identifies broadly supported guiding principles, vision, goals, objectives and projects to enhance the beneficial uses of water for the Lahontan Basins region; and

WHEREAS, this collaborative planning effort continues to formulate water management strategies for the region and to prioritize projects that address regional watershed issues, coordinate with other IRWMPs, address local, state and federal plans' priorities, achieve multiple benefits, encompass more than one watershed, and meet short- and long-term water resource needs; and

WHEREAS, continuing this integrated regional approach to water management will further streamline individual efforts and increase efficiencies; and

WHEREAS, the Lahontan Basins IRWMP has increased and will continue to increase the number of collaborative partnerships and the organizational capacity of member organizations, and has provided and will continue to provide both a forum for stakeholder input and support for projects that address the common goals and objectives for the Lahontan Basins region; and

WHEREAS, this regional planning effort has improved and will continue to improve regional competitiveness for grant funding for projects and efforts to implement the IRWMP and achieve agency or organizational goals; and

WHEREAS, in 2013, Lahontan Basins undertook efforts to create the regions first IRWMP to meet current state requirements; and

WHEREAS, this IRWMP was completed and approved by the California Department of Water Resources Regional Acceptance Process in September 2011 and was adopted by after appropriate public notice of this impending action; and

WHEREAS, representatives of City of Susanville have participated in the efforts of Lahontan Basins and desire to work towards its continued success into the future; and

WHEREAS, the IRWMP is not a legally binding document, but rather a compact with commitments to work together as a region to implement the plan; and

WHEREAS, while the IRWMP references many plans, the entities that adopt the IRWMP don't necessarily endorse all the plans that are referenced; and

WHEREAS, the IRWMP is a living document, reviewed and updated over time, and individual signatories can remain involved or terminate their involvement at any time.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Susanville hereby adopts the Lahontan Basins Integrated Regional Water Management Plan as published on June 9, 2015, as a voluntary document that provides broadly supported, identified goals, objectives, strategies, and projects to meet the integrated water needs of the people of the Lahontan Basins region now and into the future.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

The foregoing Resolution was adopted at a special meeting of the City Council of the City of Susanville, held on the 22nd day of July, 2015, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

APPROVED AS TO FORM: _____
City Attorney

RESOLUTION 15-5187
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
ACCEPTING LEAD AGENCY STATUS FOR THE LAHONTAN BASINS REGIONAL
WATER MANAGEMENT GROUP (RWMG) AND AUTHORIZING THE CITY
ADMINISTRATOR TO SUBMIT THE 2015 PROPOSITION 84 IMPLEMENTATION
GRANT ON BEHALF OF THE RWMG

WHEREAS, in March 2014, Honey Lake Valley Resource Conservation District (HLVRCD), Lassen Irrigation Company, Susanville Indian Rancheria, and the City of Susanville (City) entered into a Memorandum of Understanding forming the Lahontan Basins Regional Water Management Group (RWMG); and

WHEREAS, the HLVRCD served as the lead agency for the preparation of the Integrated Regional Water Management Plan; and

WHEREAS, Section 6.7 of the Memorandum of Understanding for Integrated Regional Water Management in the Lahontan Basins Region (MOU) states that the RWMG will mutually agree and designate a lead agency; and

WHEREAS, at the May 28, 2015, RWMG meeting the RWMG voted to have the City of Susanville serve as the lead agency for the grant; and

WHEREAS, as lead agency, the City will prepare the implementation grant and administer the implementation grant funds as the grant recipient; and

WHEREAS, the implementation grant application is due to the state on August 7, 2015; and

WHEREAS, the implementation grant requires numerous documents to be submitted by the lead agency, which may need to be turned around quickly; and

WHEREAS, authorizing the City Administrator to submit the grant application will expedite the submittal process, ensuring the application can be submitted on time.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Susanville hereby adopts lead agency status for the Lahontan Basins RWMB and authorizes the City Administrator to submit the implementation grant application and all necessary documentation pertaining thereto.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna Mac Donald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

The foregoing Resolution was adopted at a special meeting of the City Council of the City of Susanville, held on the 22nd day of July, 2015, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

APPROVED AS TO FORM: _____
City Attorney

RESOLUTION 15-5188
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING MAYOR TO EXECUTE AGREEMENT WITH DYER ENGINEERING
FOR PREPARATION OF THE INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION GRANT PACKAGE

WHEREAS, in March 2014, Honey Lake Valley Resource Conservation District (HLVRCD), Lassen Irrigation Company; Susanville Indian Rancheria, and the City of Susanville (City) entered into a Memorandum of Understanding forming the Lahontan Basins Regional Water Management Group (RWMG); and

WHEREAS, the RWMG has approved the Lahontan Basins Integrated Regional Water Management Plan (IRWMP), which authorizes the RWMG to submit an application for an implementation grant; and

WHEREAS, the City of Susanville has been designated the lead agency by the RWMG for the submission of the implementation grant; and

WHEREAS, the grant application is technical in nature and requires specialized knowledge of the Integrated Regional Water Management Process; and

WHEREAS, Dyer Engineering Consultants, Inc. has prepared the Lahontan Basins IRWMP and possesses the specialized knowledge to complete the grant application; and

WHEREAS, the implementation grant application is due to the state on August 7, 2015; and

WHEREAS, the tight time frame for grant submittal does not allow the City to solicit proposals to prepare the implementation grant; and

WHEREAS, Dyer Engineering Consultants has agreed to prepare the grant package for a price not to exceed \$29,985; and

WHEREAS, the cost to prepare the grant application is reimbursable if awarded the grant; and

WHEREAS, the 7114 fund, which is restricted for infrastructure improvement projects has funds available to prepare the grant application; and

WHEREAS, the grant will fund infrastructure improvement projects.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Susanville authorizes the City Administrator to execute the agreement with the Dyer Engineering Consultants, Inc. for the preparation of the implementation grant application.

BE IT FURTHER RESOLVED, that the City Council of the City of Susanville authorizes the expenditure of funds from the 7114 account to prepare the grant application.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna Mac Donald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

The foregoing Resolution was adopted at a special meeting of the City Council of the City of Susanville, held on the 22nd day of July, 2015, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

APPROVED AS TO FORM: _____
City Attorney

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.



DYER ENGINEERING CONSULTANTS, INC.

9160 Double Diamond Parkway
Reno, Nevada 89521

SHORT FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

**SHORT FORM OF AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 5, 2015 (“Effective Date”) between

CITY OF SUSANVILLE ("Client")

and

DYER ENGINEERING CONSULTANTS, INC. (“Engineer”).

Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

IRWM-PSP15 - INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT PACKAGE ("Project")

Engineer's Services under this Agreement are generally identified as follows:

Task 1 Gather Information

Gather project sponsor information, meetings, coordination, grant application & project research.

Task 2 Mapping and Figures

Compile spatial geographical information, create required figures and mapping.

Task 3 Project Information

Create project narratives, scopes of work, and project schedules.

Task 4 Technical Analysis

Create and compile physical project benefits, technical analysis, and regional priorities.

Task 5 Project Budgets

Produce cost effective analysis, project budget investigations, and final project budget.

Task 6 Final Submission

Prepare final grant package, perform internal reviews, and submit to DWR.

Client and Engineer further agree as follows:

1.01 ***Basic Agreement and Period of Service***

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Client shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

1. Task Order - A Task order may be used to expand the scope of work under this agreement.

- B. Engineer shall complete the services described in this Contract in a professional and timely manner in order to meet a mutually agreed upon schedule.

2.01 ***Payment Procedures***

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 ***Termination***

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Client on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Client effective upon Engineer's receipt of written notice from Client.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 **Successors, Assigns, and Beneficiaries**

- A. Client and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents,

employees, and consultants; (3) Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Client shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Client and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Client under this Agreement shall be limited to \$15,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Basis of Payment—Hourly Rates Plus Reimbursable Expenses

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of employee's times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. A two payment compensation will occur with \$15,000.00 received up front and \$14,985.00 received after being awarded a DWR implementation grant. If the current solicitation is not funded, and items from this scope of work are used in the any subsequent Proposal

Solicitation Package (PSP), and grant monies are awarded, DEC will be reimbursed at that time.

4. The total compensation for services and reimbursable expenses is estimated to be \$29,985.00.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Client shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CLIENT:

Sign: _____

By: _____

Title: _____

Date Signed: _____

ENGINEER:

Sign:  _____

By: Shane K. Dyer, P.E.

Title: Vice President

Date Signed: June 5, 2015

Address for giving notices:

Address for giving notices:

Dyer Engineering Consultants, Inc.
9160 Double Diamond Parkway
Reno, Nevada 89521
Phone: 775-852-1440
Fax: 775-852-1441
Email: shane@dyerengineering.com



DYER ENGINEERING CONSULTANTS, INC.

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Client and Engineer for Professional Services dated June 5, 2015

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.



B. *Schedule of Hourly Rates:*

Classification/ Title	Rate (\$/hr)
Principal	\$165.00
Engineer V - Vice President	\$145.00
Engineer IV - Senior Manager	\$135.00
Engineer III - Project Manager	\$125.00
Engineer II - Project Engineer	\$115.00
Engineer I - Staff Engineer	\$105.00
Civil Analyst III	\$105.00
Civil Analyst II	\$95.00
Civil Analyst I	\$85.00
Technical Specialist III	\$115.00
Technical Specialist II	\$105.00
Technical Specialist I	\$95.00
Environmental Specialist II	\$105.00
Environmental Specialist I	\$95.00
Technician II - Senior Technician	\$75.00
Technician I - Technician	\$65.00
Clerical	\$55.00
Mileage	\$0.575/mile
Per Diem	\$95/day
Copies	\$0.10/copy
Direct Costs (Subcontractor, Equipment Rental, etc)	Cost +10%

AGENDA ITEM NO. 9D

Reviewed by: gyr City Administrator
 City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5191** granting a right of entry upon the land to the Lassen Historical Society for the completion of the Roop's Fort Roof Project

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: Staff has been working with the Lassen Historical Society to coordinate the repair project for the roof at Roop's Fort. As the property the City has been requested to provide authorization to the Historical Society to procure the services of a contractor through the granting of a right of entry for the purpose of completing the project.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to approve Resolution No. 15-5191 granting a right of entry upon the land to the Lassen Historical Society to complete the Roop's Fort Roof Renovation Project.

ATTACHMENTS: None.

RESOLUTION NO. 15-5191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE GRANTING A RIGHT OF ENTRY UPON THE LAND TO THE LASSEN COUNTY HISTORICAL SOCIETY FOR THE PURPOSE OF COMPLETING THE ROOP'S FORT ROOF REPAIR PROJECT

WHEREAS, the City of Susanville owns the real property at North Weatherlow which is the site of the Historic Roop's Fort; and

WHEREAS, the Lassen County Historical Society has raised funds and worked to coordinate and facilitate the repairs needed to the roof of Roop's Fort; and

WHEREAS, the City of Susanville grants the Lassen County Historical Society to procure any and all necessary permits and the services of a licensed contractor to complete the project; and

WHEREAS, the authorization to complete repairs or improvements to the Fort will continue until completion of the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville that the Lassen County Historical Society is granted a right of entry upon the land for the purpose of completion the roof repair project on Roop's Fort.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

The foregoing Resolution was adopted at a special meeting of the City Council of the City of Susanville, held on the 22nd day of July, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk
by: Heidi Whitlock, Assistant to the City Administrator

APPROVED AS TO FORM: _____
City Attorney

Reviewed by HW ^{JGH}
City Administrator
 City Attorney

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

Submitted by: Heidi Whitlock, Assistant to the City Administrator

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Pool Financing

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The City of Susanville went out to RFP to secure \$1.2 million in financing for the upfront construction costs for the new community swimming pool. Staff has received two proposals prior to the deadline and also provided an analysis in the back and are suggesting Umpqua Bank. We are requesting the authority to work with Umpqua on the preparation of the bond documents and submittal of the information for determination for bank qualified status. Providing the upfront construction funding will result in a reduction of \$200,000 a year in annual contributions to the HLVRA starting in the 16/17 fiscal year.

FISCAL IMPACT: \$539,376 in loan costs.

ACTION REQUESTED: Motion to authorize staff to work with Umpqua Bank.

ATTACHMENTS: Bank Proposal Evaluation

**City of Susanville
Evaluation of Bank Loan Proposals
as of 7/13/2015**

Umpqua NorCal Questions

Loan Requirements:

1	Not to Exceed Par Amount - \$1,200,000	\$1.2 M	\$1.2 M	
2	Term – 15 years with level debt service	15 yrs	15 yrs	
3	Payment Frequency – Semi-annual commencing 1/1/16	NA	NA	
4	30/360 Day Count Basis	NA	NA	
5	Loan Closing - On or about August 1, 2015	7/31/2015	7/31/2015	

Proposal Requirements:

5	Desire fixed interest rate. Provide formula if variable rate proposed	3.142-3.732 fixed?	5.25 fixed variable options	Umpqua -what rate do we qualify for?, Confirm whether fixed rate City - is NorCal 3.25% variable loan acceptable?
6	Security (Note 1)	Fire station	1801 Main St.	
7	Prepayment provisions	105% yr1 declines 1%/yr	No penalty	
8	Fees and expenses	\$13-33k	\$3k + closing	Umpqua - What are \$10k-30k legal fees?
9	City tasks and documents required	NA	CAFR, budget pool maint.	
10	Experience of Proposer providing loans to municipalities	NA	NA	
11	Describe any other provisions required by Proposer	NA	NA	

Note 1 - Security:

- Fire main building – insured value \$ 1,638,200, land parcel 28,749 square feet
- Police main building – insured value \$1,957,809, land parcel 16,500 square feet

Note 2 - Estimated costs over life of loan:

Loan amount	1,200,000	1,200,000
Interest rate	3.142%	5.25%
Interest cost over life of loan	306,452	536,376
Loan fees	13,000	3,000
Total cost of loan	319,452	539,376

Reviewed by: City Administrator
 City Attorney

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

Submitted by: Dan Newton, Public Works Director

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Emergency Water Regulations Report

PRESENTED BY: Dan Newton, Public Works Director

SUMMARY: City Ordinance No. 15-1003 and the State Water Resources Control Board (State Water Board) emergency water regulations have been actively enforced beginning June 1, 2015. In the month of June 2015, the City has achieved 24 percent conservation in potable water usage compared to June 2013.

Staff has continued with their efforts in the areas of public awareness and education. Multiple informational flyers have been sent out with the City utility billings; Public Works Department continues to distribute low flow showerheads to City water customers; and Staff has been trained in the enforcement of the current regulations.

Observation of violations of any of the Regulations set forth by the State Water Board or Ordinance No. 15-1003 are responded to by City Staff. Staff responds to customers reports of violations and monitors the City for violations as well. When a violation is observed by City Staff, a notice/ door hanger is issued to the address in violation. Violation notices are documented and monitored for repeat violators.

FISCAL IMPACT: None

ACTION REQUESTED: Information Only

ATTACHMENTS: Flyers

AGENDA ITEM NO. 13B

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance

Submitted by: Gwenna MacDonald

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Fourth of July Event Report

PRESENTED BY: James Moore, Fire Chief
Tom Downing, Police Chief

SUMMARY: An oral update will be given regarding the public safety and clean up activities related to the July 4th celebration.

FISCAL IMPACT: N/A

**ACTION
REQUESTED:** Information Only

ATTACHMENTS: None

Reviewed by: JGA City Administrator
 _____ City Attorney

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

Submitted by: Daniel Gibbs, City Engineer

Action Date: July 22, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: 2014 State Transportation Improvement Program (STIP) update on the status of street rehabilitation projects

PRESENTED BY: Dan Newton, Public Works Director

ANALYSIS: As reported last June, the California Transportation Commission (CTC) adopted the Lassen County 2014 STIP. The 2014 STIP was approved with over \$9,770,000 in funding programmed for construction of City street projects and additional funds for environmental and design efforts for these and other projects. A portion of this funding will be utilized for minor drainage improvements and significant upgrades to pedestrian facilities. Attached the STIP map identifies streets to be paved and fiscal year targeted.

Currently the City has \$3.77 million programmed for the FY 15/16; \$3.76 million programmed for the FY 16/17; and \$2.24 million programmed in the FY 18/19 for paving city streets, which is in the STIP for rehab work.

The initial 17 streets and 2 alleys to be overlaid with new asphalt this summer were reprioritized based on their available programming, ease of implementing the newly required ADA pedestrian upgrades, and pavement condition and functional classification. Additional priority concerns included those in business districts, having the highest traffic volumes and where the City is planning water main replacement.

A number of street segments were identified by Council last year with direction to rehabilitate these as a highest priority. These streets were 1) Brookwood (including the Oakwood cul-de-sac); 2) Fifth Street; 3) Sacramento Street; 4) Union Street; and 5) Third Street. Of these, staff has programmed Fifth and Union Streets for immediate paving this summer. Sacramento and Third Streets are planned for paving in the Spring of 2016 as soon as the weather allows. Brookwood & Oakwood will have to be delayed until the late Summer of 2016 or Spring of 2017 as it was initially programmed in later fiscal years and Caltrans has declined our request to advance streets into earlier years since they were already programmed.

Design documents for the SC and SC-1 lists are presently being prepared by City Engineering staff and are expected to be completed, and to be advertised in the first week of September once the CTC votes on construction funding allocations at the August 27, 2016, meeting in San Diego. Projects SC-2 and SC-3 are being designed by consultants. A Request for Proposals (RFP) is currently being advertised and proposals will be submitted to the City on July 24, 2015, for evaluation.

Federal overlay projects 'FC' and 'FD' are presently in the environmental phases and require NEPA

processing due to their funding. 'FC' required additional cultural studies and a RFP for these studies and design was advertised and received on July 17, 2015. Staff is reviewing these and will submit a report recommending retaining a consultant for this work. The review process for the initial document preparation on the NEPA environmental process for 'FD' is scheduled to begin later this year.

Finally, staff has recently received correspondence from Local Assistance at Caltrans regarding the 2016 STIP program. There is concern that based upon the Board of Equalizations reduction on price based excise tax, a "zero" funding of the STIP is likely. The impacts directly affecting the City are yet to be determined. However, there is a possibility of requests being received to redistribute projects in order to avoid funding shortfalls.

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

ACTION REQUESTED: Receive report from Public Works staff regarding the status of the STIP program. Approve streets to overlay and priority for construction established. Provide direction to staff to complete work at the earliest possible date provided weather remains favorable. Provide direction to staff for the prioritization of streets to be overlaid.

ATTACHMENTS: STIP Map

CITY OF SUSANVILLE
 STATE TRANSPORTATION
 IMPROVEMENT PROGRAM
 REHABILITATION PROJECT
 ESTIMATED CONSTRUCTION YEAR



Legend

- 2015 - EARLY FALL
- 2016 - LATE SPRING
- 2016 - LATE SUMMER
- 2017 - LATE SPRING
- 2018 - LATE SUMMER

