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

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

Susanville City Council
Regular Meeting ◆ City Council Chambers
September 2, 2015 * 6:00 p.m.

Call meeting to order *Next Resolution No. 15-5206*
Roll call of Councilmembers present *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 Agency Negotiator: Jared G. Hancock
Bargaining Unit: Administrative, Firefighters, Miscellaneous, Public Works, SPOA

2 Employee Status Report

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

4 **RETURN TO OPEN SESSION**: (recess if necessary)

- *Reconvene in open session at 7:00 p.m.*
- *Pledge of allegiance*
- *Report any changes to agenda*
- *Report any action out of Closed Session*
- *Moment of Silence or Thought for the Day: Jared G. Hancock*
- *Proclamations, awards or presentations by the City Council*
  1. Employee Service Recognition
  2. Police Department Recognition

5 **BUSINESS FROM THE FLOOR**:

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

6 **CONSENT CALENDAR**:

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

A Receive and file minutes from the City Council's July 22, August 5 and 19, 2015 meetings

B Approve vendor warrants numbered 94864 through 95002 for a total of $706,479.96 including $111,688.25 in payroll warrants

C Receive and file Finance Reports: July 2015

D Receive and file Quarterly TOT Report

7 **PUBLIC HEARINGS**:

A Consider **Resolution No. 15-5202** appeal of Planning Commission denial of Use Permit 15-009 request for installation of 20-foot free standing sign on Main Street

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS**:

Commission/Committee Reports:

9 **NEW BUSINESS**:

A Consider approval of **Resolution No. 15-5203** accepting Volunteer Fire Assistance grant and authorizing Fire Chief to execute agreement

B Consider approval of **Resolution No. 15-5204** updating Federal Excess Personal Property Agreement

C Consider approval of Accounts Receivable write-off

10 **SUSANVILLE PUBLIC FINANCING AUTHORITY**:

The Susanville Public Financing Authority will convene to consider the following:

A **Resolution No. FA-15-11** authorizing the appointment of Officers

B **Resolution No. FA-15-12** authorizing the execution of certain financing documents with the City of Susanville and authorizing and directing certain actions with respect thereto

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

12 **CONTINUING BUSINESS**:

A Consider approval of **Resolution No. 15-5201** awarding contract for STIP projects to Dyer Engineering Consultants

B Consider approval of **Resolution No. 15-5205** authorizing the City to enter into a loan and financing plan for construction of Community Swimming Pool

13 **CITY ADMINISTRATOR'S REPORTS**:

A Natural Gas Report: July 2015

B Golf Course Update: July 2015

C Water Conservation Update

D ISO and Assistance to Firefighters Grant Update

E Susan River Parkway Grant Application Update

14 **COUNCIL ITEMS**:

A AB1234 travel reports:

15 **ADJOURNMENT**:

- ***The next regular City Council meeting will be held on September 16, 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 regular meeting scheduled for September 2, 2015 in the areas designated on August 28, 2015.

Gwenna MacDonald, City Clerk

AGENDA ITEM NO. 6A

Reviewed by: JGH City Administrator
____ City Attorney

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

Submitted By: Gwenna MacDonald, City Clerk

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's July 22, August 5 and 19, 2015 meetings

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's July 22, August 5 and 19, 2015 meetings.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's July 22, August 5 and 19, 2015 meetings.

ATTACHMENTS: Minutes: July 22, 2015
August 5, 2015
August 19, 2015

SUSANVILLE CITY COUNCIL
Special Meeting Minutes
July 22, 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, Rod De Boer, Nicholas McBride, Lino P. Callegari and Brian R. Wilson.

Staff present: Jared G. Hancock, City Administrator; Heidi Whitlock, Assistant to the City Administrator.

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

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No comments.

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

A PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
1 City Attorney Services
2 City Administrator Contract

B CONFERENCE WITH REAL PROPERTY NEGOTIATOR – 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

Closed session recessed at 7:00 p.m.

4 RETURN TO OPEN SESSION: At 7:02 p.m. the City Council reconvened in open session.
Staff present: Thomas Downing, Police Chief; Dan Newton, Public Works Director; Daniel Gibbs, City Engineer; James Moore, Fire Chief; Deborah Savage, Finance Manager.

Mayor Wilson led 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.

Mr. Hancock provided the Thought of the Day.

5 **BUSINESS FROM THE FLOOR**: None.

Councilmember De Boer requested the removal of Item 6B and 6C 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 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

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

6B Approve Resolution No. 15-5190 approving and authorizing Mayor to execute Agreement for City Attorney Services with Jessica Ryan Mr. Hancock stated that Jessica Ryan has accepted the offer for the position of City Attorney.

Motion by Councilmember De Boer, second by Councilmember Callegari, to approve Resolution No. 15-5190 approving and authorizing Mayor to execute Agreement for City Attorney Services with Jessica Ryan; motion carried unanimously. Ayes: De Boer, Callegari, Garnier, McBride and Wilson.

6C Approve Resolution No. 15-5189 approving Employment Agreement for City Administrator Mr. Hancock stated that the Council and City Administrator have agreed to the terms of the agreement.

Motion by Councilmember De Boer, second by Councilmember Callegari to approve Resolution No. 15-5189 approving Employment Agreement for City Administrator; motion carried unanimously. Ayes: De Boer, Callegari, Garnier, McBride and Wilson.

7 **PUBLIC HEARINGS**: None.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS**: None.
Commission/Committee Reports:

9 **NEW BUSINESS**:

9A Consider approval of Resolution No. 15-5181 authorizing traffic control measures at the intersection of Nevada and Roop Street. Mayor pro tem McBride and Councilmember Callegari recused themselves from consideration of this item. Dan Gibbs, City Engineer discussed the studies performed for the intersection at Nevada and Roop and requested the approval of Resolution No. 15-5181 which would result in more visibility.

Sharon McBride expressed concern over the loss of parking spaces as there would be only two spaces left for three businesses to share. She also expressed that she has never seen a major accident at that location.

Mr. Gibbs elaborated on the spaces in question stating that only 4 or 5 spaces would be eliminated in the process.

Additional conversation occurred on whether or not the traffic control was warranted per the study completed. The response was no. However, Mr. Newton explained that the traffic control not being warranted was the 4-way stop, not the elimination of parking.

Motion by Councilmember Garnier, second by Councilmember De Boer to approve Resolution No. 15-5181, authorizing the installation of additional traffic control devices and signs and implementing parking restrictions on North and Nevada Street with the provision that all property owners are to be notified prior to installation with concerns being presented to the Council; motion carried unanimously. Ayes: Garnier, De Boer, Callegari, McBride and Wilson.

9B Consider approval of Resolution No. 15-5184 approving amendment to MOU for Susanville Indian Rancheria Sidewalk project and Resolution No. 15-5185 approving award for contract to complete Skyline Indian Rancheria Sidewalk project Mr. Newton discussed the Susanville Indian Rancheria Sidewalk project and stated that two bids have been received and Impact Construction was the lowest responsible bidder. Mr. Newton explained that it was requested that the project be extended to Barbara Street, incurring an additional $50,000 cost. An amendment was requested to add this additional work as well as the approval to award the contract to Impact.

Motion by Councilmember Callegari, second by Councilmember De Boer to approve Resolution No. 15-5184, authorizing the execution of Addendum Number 1 to the MOU between the City and the Susanville Indian Rancheria; motion carried unanimously. Ayes: Callegari, De Boer, Garnier, McBride and Wilson.

Motion by Councilmember Garnier, second by Councilmember Callegari to approve Resolution No. 15-5185, authorizing the award of the contract for the Skyline Sidewalk project to Impact Construction; motion carried unanimously. Ayes: Garnier, Callegari, De Boer, McBride and Wilson.

9C Consider approval of Resolution No. 15-5186 approving Integrated Regional Water Management (IRWM) Plan, Resolution No. 15-5187 accepting Lease Agency Responsibility for IRWM implementation grant and Resolution No. 15-5188 authorizing Mayor to execute Agreement with Dyer Engineering for Preparation of Implementation Grant Mr. Newton discussed the purpose of the IRWM Plan and that the Plan needs to be adopted prior to receiving funding. It is requested that the Council adopt the plan to ensure the City is eligible. In addition, staff is requesting the City accept the lead agency responsibility and to allow the City Administrator to execute the agreement with Dyer Engineering. Approval would enable the City to complete more projects in a shorter amount of time.

Mayor Wilson inquired as to whether or not the $30,000 was permitted to come out of the presented fund. Mr. Newton confirmed that the improvements were a permitted use.

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

Motion by Councilmember Callegari, second by Councilmember De Boer, to accept lead agency status for the RWMG and authorize the City Administrator to execute the agreement on behalf of the RWMG; motion carried unanimously. Ayes: Callegari, De Boer, Garnier, McBride and Wilson.

Motion by Councilmember Callegari, second by Councilmember De Boer, authorizing Mayor to execute agreement with Dyer Engineering for preparation of the IRWM grant package; motion carried unanimously. Ayes: Callegari, De Boer, Garnier, McBride and Wilson.

9D 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.

Mr. Hancock explained that the City has been working on the Roop's Fort Roof Repair project and as the City is the owner of the property, the Historical Society has requested formal authorization to procure a contractor to perform the necessary work.

Motion by Councilmember De Boer, second by Councilmember Garnier, to approve Resolution No. 15-5191 granting a right of entry upon the land to the Lassen Historic Society to complete the Roop's Fort Roof Renovation Project; motion carried. Ayes: De Boer, Garnier and Callegari. Noes: McBride and Wilson.

Direction was given to Mr. Hancock by Mayor Wilson to also pursue legal counsel on the issue as Tony Jonas did not feel the wording in the resolution was adequate. Mr. Hancock responded that he would work with the Historical Society to verify the preferred language.

10 SUSANVILLE COMMUNITY DEVELOPMENT AGENCY: No business.

11 SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12 CONTINUING BUSINESS:

12A Consideration of private funding option for construction of Community Pool Mr. Hancock stated that the City received two proposals for the funding of the community swimming pool, from Umpqua Bank and Nor Cal Bank. Staff and Kevin Harper have reviewed and suggest using Umpqua Bank as the interest rate is lower.

Kurt Bonham inquired as to whether or not the Fire and Police buildings were being encumbered for the loan, and if the City is self-insuring these properties. Mr. Hancock replied that Umpqua chose to use the Fire Department building for collateral and discussed how the City is part of the SCORE risk pool which determines the buildings' worth and it is insured based on that determined number.

Councilmember Garnier inquired as to whether SCORE provided a current value or replacement value. Mr. Hancock responded it was replacement value.

Motion by Mayor pro tem McBride, second by Garnier to authorize staff to work with Umpqua Bank to secure funding for the community swimming pool; motion carried. Ayes: Garnier, McBride and Wilson. Noes: Callegari and De Boer.

13 CITY ADMINISTRATOR'S REPORTS:

13A Water Conservation Update Mr. Newton discussed the emergency water regulations and stated that the City's usage has stabilized instead of going up, as typically seen in July. He continued that the attached brochures went out in the mailings and that 97 warning notices had been hung and a few letters have been sent. The third violation would constitute a citation. He stated that staff continues to investigate rate structures and requirements.

Councilmember Garnier inquired about the schools and parks. Mr. Newton responded that he is unsure about the schools but the parks are complying.

Sharon McBride expressed concern that if we are discussing $3.5 million for a pool, the children need green park space as well.

13B July 4th 2015 Public Safety and Clean-Up Update

Chief Downing provided an update to the Council regarding July 4, 2015. He stated that five arrests were made for illegal fireworks.

Chief Moore stated that his department was also busy as there were four fire calls; two caused by illegal fireworks and two by safe and sane fireworks.

13C State Transportation Improvement Program (STIP) Update Mr. Newton opened by stating that some roads can be funded with federal funds while others cannot which is where State funds come in. He added that to be in compliance, the City's ramps need updating. He continued that staff chose straightforward streets and they were told by the State that they could separate them out into different projects. Staff wanted to address the worst streets first but the City cannot move projects out of their already assigned project years and would like the first project put out to bid by mid-August and construction starting before winter.

Mayor Wilson inquired if there were any funding concerns with the 2016-2017 fiscal year. Mr. Newton responded that Caltrans stated there could be a funding shortfall. If that is the case, Caltrans would go into their allocation process. Mr. Newton provided information on the allocation process.

14 <u>COUNCIL ITEMS</u>:

14A AB1234 travel reports: None.

15 <u>ADJOURNMENT</u>:

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

Meeting adjourned at 8:30 p.m.

Respectfully submitted by

Brian R. Wilson, Mayor

*Approved on:*_____

Heidi Whitlock, Assistant to the
City Administrator

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

Staff present: Jared G. Hancock, City Administrator; Jessica Ryan, City Attorney, and Gwenna MacDonald, City Clerk.

1 APPROVAL OF AGENDA:
Motion by Councilmember Callegari, second by Councilmember De Boer, to approve the agenda as submitted; motion carried. Ayes: McBride, De Boer, Callegari, and Wilson. Absent: Garnier

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No comments.

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

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

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

B CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation: Significant exposure to litigation pursuant to Government Code §54956.9

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; Dan Newton, Public Works Director; James Moore, Fire Chief; Deborah Savage, Finance Manager and Gwenna MacDonald, City Clerk.

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 on three items. He stated that the City Council voted unanimously to appoint Alan Dowdy and Dan Foster to fill the Planning Commission vacancies; they voted unanimously to modify the approved position list to include the creation of the Assistant Civil / Air Quality Engineer position, and voted unanimously to approve the termination of lease with Tim Nobles.

Dan Newton provided the Thought of the Day.

The City Council recognized the service of Gene Stark on the Susanville Planning Commission.

5 BUSINESS FROM THE FLOOR:
Raymond Stout discussed the City's handling of a recent complaint regarding a dead deer on private property, and the issue surrounding a private citizen being responsible for disposing of the carcass. He

expressed his frustration with the situation which was compounded by the Public Works' 9/80 work schedule.

Mr. Newton informed the City Council that the Public Works crew is available 24/7 to address citizen concerns and emergencies, and the removal of dead animals from private property is often conducted as a courtesy to the home owner.

Patrick Luna stated that he owns property on Highway 36 that is used by the Public Works Department when completing repairs on the water line for Cady Springs. He discussed the age of the water system and piping, and said that in the fifteen years he has owned his home, there have been ten instances of large boulders rolling down the hill and damaging the water line. Each time the crew comes through his property to repair the line, but it is difficult to get to, and usually results in his home being without water on average a week per incident. He praised the hard work of all of the Public Works crew, stating he could not be happier with all of the guys, and that he even offers them lemonade while they work. He requested an update regarding the City's plans to upgrade the line and utilize the new tank that was installed nearly ten years ago, which would eliminate much of the problem.

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

- A Receive and file minutes from the City Council's June 15, 2015 meeting
- B Approve vendor warrants numbered 94310 through 94551 for a total of $2,073,318.12 including $310,171.50 in payroll warrants
- C Receive and file monthly Finance Report: June 2015

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

7 **PUBLIC HEARINGS**:

7A Consider Ordinance No. 15-1002 amending Title 17, Zoning, of the Susanville Municipal Code to add Chapter 17.104.140 prohibiting the cultivation of marijuana within the City limits: Waive first reading and introduce Mr. Hancock reported that over the past year, the City has put forth a significant amount of time and effort towards the development of an ordinance to address the cultivation of medical marijuana within the City limits, including conducting several workshops and public hearings before the Planning Commission and City Council, and obtaining a lot of feedback from the community. Based on direction from the City Council at the regular meeting held on May 6, 2015, staff prepared a draft ordinance adding section 17.104.140 to Title 17 Zoning of the Susanville Municipal Code which would prohibit the cultivation of medical marijuana within the incorporated limits of the City of Susanville. The amendment adding Chapter 17.104.140 to the Susanville Municipal Code would not prohibit the use of marijuana for medical purposes in accordance with the Compassionate Use Act (California Health and Safety Code Section 11362.5) and the Medical Marijuana Program Act (California Health and Safety Code Section 11362.7 et seq). From a procedural standpoint the ordinance was considered by the Planning Commission to consider a range of options from a total ban to no regulation at all. The Commission provided their recommendation as described in Planning Commission Resolution No. 15-1026 which would regulate but not prohibit cultivation. Mr. Hancock invited questions or comments from the City Council. There being none, Mayor Wilson opened the public hearing at 7:25 p.m. and requested comments from the public.

Michael Mankins apologized to the City Council for statements that he made at the May 6th meeting, adding that it is a topic he is very passionate about and it was not his intent to be disrespectful to the

Council. He stated that he did not expect anything he said to make a difference at this point, however he referenced the section in the ordinance that states the negative impacts on the community that results from cultivation. He asked about crime statistics or how many fires have been started by the cultivation of marijuana, noting that he did not expect an answer. He stated that he did a check on crime statistics, and the number of arrests related to meth and prescription drugs far outweighed marijuana-related crimes. After the last meeting he requested information from the City Clerk regarding the procedure for recall of Councilmembers and the Referendum process, and he was told to hire an Attorney. He concluded by stating that the Planning Commission is right, and in time marijuana will be voted in for recreational use and all of this will be erroneous.

Steve Mankins stated that he too was frustrated after the last City Council meeting, made comments that should not have been made, and he apologized to City Council. He stated that he was the one who contacted the ACLU, and he fails to see the morality in taking away medicine from people who need it and otherwise cannot afford to buy it unless they grow it for themselves. He suggested giving back the dispensaries if the right to cultivate is taken away from the individuals so at least the City isn't making criminals out of people who have been obeying the law for years.

Ken Davis stated that he was surprised that after all of the hard work that the City has been putting into an ordinance to regulate cultivation, that the Council would allow a few bad apples to spoil it. The Police Department does not have adequate staffing to enforce an outright ban, and he urged the Council to take note of the County ordinance which has it restricted to six plants. People do not like the restriction, but they are working with it and abiding by it and the majority of the larger growers have left the area for places where they can have more plants. He urged the Council to include it on the upcoming ballot and to have more understanding for those who are not selling to kids or looking to make money and really are just growing it for personal medical use.

Annie Westerbeke encouraged the City Council to take the good advice given by the Susanville Planning Commission. She pointed out that the Commissioners are selected by the City Council, and they received a lot of good input on several occasions, and she cannot imagine why their advice was not taken. She stated that the passage of this ordinance would leave her and others no choice but to do a referendum, and next year would be the perfect year to have it on the ballot.

There being no further comments, Mayor Wilson closed the public hearing at 7:38 p.m. and requested comments from the City Council.

Mayor Wilson explained that when the Council first discussed regulating cultivation, he wanted the Police Chief to work with the community to arrive at a compromise for those who want to cultivate marijuana, and those who object to the activity. He felt the City was in jeopardy and realized that no compromise would make everyone happy, however it seemed that a compromise was not going to be accepted by the citizens who continued to participate in the process, and to extent that was expressed at the meeting in May. He stated that he is in a quandary at this point; does the City Council vote to impose a total ban and subject the City to expensive lawsuits and spend a lot of money to try and defend regulations full of loopholes that have not been through the court system. Does the City do nothing and ignore the concerns that have been expressed by a number of citizens who are opposed to cultivation and let it play out on next year's ballot. He stated that he has a real struggle in making this decision.

Ms. Westerbeke stated that at the Planning Commission meeting, Alan Dowdy wrestled with the same issue of what is legal compassion. The voters made it legal to use medical marijuana through the

Compassionate Use Act, and the Planning Commission voted unanimously to regulate cultivation and not impose an outright ban.

Councilmember Callegari commended the citizens who were present for staying active and involved throughout the process. He stated that he has no issue with marijuana use for medical purposes, but he objects strongly to recreational use and the problems which have been created in other counties through the legalization of growing and dispensaries. It should be treated as a pharmaceutical that patients obtain through a local drug store. He urged those present to talk with legislators if they want to legalize it for recreational purpose, and cited the effort that he and a group of concerned citizens have expended to bring a dialysis center to the community. He urged the attendees to exercise their civic rights and go out and do the work of getting the legislation they wanted passed by a vote of the people. The majority of the constituents who call and speak with him and other members of the City Council have spoken out against cultivation, and he will continue to vote on behalf of the silent majority.

There was a lengthy discussion regarding the regulations for dispensaries, the medicinal benefits of marijuana, and the supervision and inspections by the Drug Task Force that would make it possible for patients in Susanville to obtain their medicine in a safe and legal manner.

Mayor pro tem McBride stated that he has repeatedly expressed his opposition to allowing cultivation of medical marijuana, and that the Council has made every effort to meet those in support of it halfway, and is not in support of it.

Motion by Councilmember De Boer to pass the ordinance with a six month sundown clause to give everyone time to conduct further research on the issue. The motion failed for lack of a second.

Motion by Councilmember Callegari to waive the first reading and introduce Ordinance No. 15-1002. The motion failed for lack of a second.

Motion by Councilmember De Boer, second by Councilmember Callegari, to table consideration of the regulation of marijuana cultivation for 90 days, or until November 1, 2015; motion carried. Ayes: McBride, De Boer, Callegari and Wilson. Absent: Garnier.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS**: None.
Commission/Committee Reports:

9 **NEW BUSINESS**:

9A **Consider approval of Resolution No. 15-5193 authorizing agreement with SPI for Fire Protection Services** Mr. Hancock explained that the City had previously entered into an Agreement with Sierra Pacific Industries to provide fire protection services when needed in the SPI areas adjacent to the City limits. When the mill was open and running they had a fire brigade that dealt with fires on site, however since the closure of the mill there has been a need for an agreement which established who would get called out first to a fire, which agency would take the lead, and things of that nature. The City has been the primary responder charging based on a time and material rate, and since the original agreement was adopted in 1982, it requires an update to reflect the increase in costs to provide the services. It is important to develop a cooperative relationship with Sierra Pacific Industries, and they will be expected to adhere to City weed abatement standards. He referred to the schedule of fees which includes an annual standby charge that will be increased annually pursuant to the Consumer Price Index, and

pricing for emergency response charges for staff, apparatus and equipment use as set in the most current annual fee schedule.

Mayor Wilson asked whose fire district the site was a part of. Mr. Hancock responded that the location is not within the boundary of any fire district, which is part of the issue. By default, CalFire would be responsible for protecting the area.

Motion by Councilmember Callegari, second by Mayor pro tem McBride, to approve Resolution No. 15-5193; motion carried. Ayes: McBride, De Boer, Callegari and Wilson. Absent: Garnier.

9B Consider approval of Resolution No. 15-5194 updating City Council Committee List Mr. Hancock reviewed the City Council Committee list, explaining that the as part of their elected duties, the Councilmembers serve on various boards, commissions and committees. The term of service on a committee is for a two-year period, however from time to time updates are necessary to accommodate the changing needs of the community and a number of changes have been proposed to the existing list.

Mayor Wilson stated that he is not committed to any of the proposed changes, and requested feedback from the Council to determine the level of interest or opposition to the changes.

Mayor pro tem McBride noted that even though the Council representative is not a voting member of the Airport Commission, he felt that it was important to have a Councilmember present and involved in the activities at the airport.

Councilmember Callegari agreed with retaining representatives to the Susanville Airport Commission.

Motion by Councilmember De Boer, second by Councilmember Callegari, to approve Resolution No. 15-5194 with the changes as proposed, with the inclusion of the Susanville Airport Commission; motion carried. Ayes: McBride, De Boer, Callegari and Wilson. Absent: Garnier.

9C Consider approval of Resolution No. 15-5195 authorizing appointment of voting delegate and alternate for 2015 Annual League of California Cities Conference Ms. MacDonald reported that the League of California Cities 2015 Annual Conference is scheduled for September 30 through October 2, 2015 at the San Jose Convention Center. At the Conference the League conducts the Annual Business Meeting, where the League membership considers and takes action on resolutions that establish League policy. The City Council must appoint a voting delegate and up to two alternates and may be a Councilmember or the City Administrator.

Motion by Mayor Wilson, second by Councilmember De Boer, to approve Resolution No. 15-5195 appointing Councilmember Garnier as voting delegate and Jared Hancock as the alternate; motion carried. Ayes: McBride, De Boer, Callegari, and Wilson. Absent: Garnier.

10 <u>SUSANVILLE COMMUNITY DEVELOPMENT AGENCY</u>: No business.

11 <u>SUSANVILLE MUNICIPAL ENERGY CORPORATION</u>: No business.

12 <u>CONTINUING BUSINESS</u>:

12A Consider approval of Resolution No. 15-5192 authorizing Mayor to execute agreement with Impact Construction for completion of Skyline Sidewalk Project Mr. Newton explained that on July 22,

2015, City Council awarded the Skyline Road Sidewalk · Project to Impact Construction. Impact Construction and Excavation has submitted the required bonds and insurance and the project Agreement in the amount of $200,664.00 for City Council consideration.

Project No. 15-01 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 a commercial entrance west and immediately north of the hotel. Also included in the improvements will be widening Skyline Road 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. Work will commence with a Notice to Proceed the week of August 17th or as soon as feasible for the Contractor to mobilize and acquire the appropriate resources.

The Susanville Indian Rancheria will reimburse the City for all payments made to the Contractor up to and including authorized change orders not exceeding fifteen percent of the contract value. The City will provide construction engineering at its cost to the project as previously agreed to with SIR.

Motion by Mayor pro tem McBride, second by Councilmember Callegari, to approve Resolution No. 15-5192; motion carried. Ayes: McBride, Callegari and Wilson. Abstain: De Boer. Absent: Garnier.

12B Consider approval of Resolution No. 15-5196 authorizing Mayor to execute contract with Hat Creek Construction for Water Main Project Mr. Newton explained that Public Works staff has prepared plans and specifications for the installation of replacement water main lines on various streets within the City. The project consists of replacing older water mains with 6" PVC water mains including needed fittings, isolation valves, fire hydrants, new services and minor repairs to sidewalk and/or meter boxes where needed. Mr. Newton reviewed the streets that would be included in the project:

- Arnold Street from Weatherlow Street to its west end at the cul-de-sac;
- Carroll from South Lassen Street to approximately 1,500 feet east of South Lassen Street;
- Foss Street from south of Main (SR 36) to Cornell Street;
- Park Street from Main (SR 36) to North Street;
- Third Street from Ash to Park Street;
- Third Street from Cedar to Grand Avenue;
- Third Street from McDow to Hall Street

The project was advertised in the Lassen Times on several occasions for a bid opening date of July 16, 2015. Three bids were submitted with the lowest responsible bid received from Hat Construction in amount of $ 835,795.00. At the June 17, 2015, meeting of the City Council, Resolution No. 15-5180 authorized funding of the project up to an amount not exceeding $970,000.00. Staff anticipates that work will commence in early September after a preconstruction meeting is completed and all bonds, insurance and traffic control permits are submitted and found to be in good order. The Contractor will be required to notify all affected property owners and businesses well in advance of any water service interruptions and disruptions to access to their property. As specified in the contract documents, shut-offs and impositions to access are restricted to short windows of time in order to minimize inconvenience to the public. Staff anticipates that the project should be completed in early to mid-November, weather permitting.

Motion by Councilmember De Boer, second by Mayor pro tem McBride, to approve Resolution No. 15-5196; motion carried. Ayes: McBride, De Boer, Callegari and Wilson. Absent: Garnier.

13 CITY ADMINISTRATOR'S REPORTS:

13A Gray Water Systems Report Mr. Newton reported that the statewide drought has led many communities to investigate alternate methods to conserve, recycle, and reuse water and staff has gathered information on gray water systems. The installation of gray water systems is regulated through the California Plumbing Code and references various system types and requirements for each. Residents interested in installing a gray water system would be required to obtain a permit from the City's Building and Planning Division of the Administrative Services Department. From a conservation viewpoint, gray water systems allow for reuse of potable water from select plumbing fixtures, and from a health and safety viewpoint, there are water quality and bacteriological contamination concerns that are addressed in the Codes.

Mr. Newton explained that there are three types of systems including Clothes Washer Systems, Simple Systems, and Complex Systems. Clothes washer systems involve the discharge of water from your washing machine to an irrigation area or a disposal field. If the 12 criteria listed in the Code are complied with, the installation of a Clothes Washer System would not require a building permit. However Susanville Municipal Code Section 15.04.060 requires a Planning Division Use Permit for the installation of all gray water systems at the current fee of $421.

The other two types of systems, the simple and complex, involve other household fixtures, such as bathtubs, showers and kitchen sinks. The difference between the simple system and the complex system is the amount of discharge capacity. Simple systems have the capacity to discharge 250 gallons or less and complex systems have the capacity to discharge more than 250 gallons. Both simple systems and complex systems require a building permit, and the permit cost varies depending on the scope and value of work. For example, a gray water system consisting of plumbing, drain pipes, cistern, and an electrical pump, with an estimated construction cost of $10,000, would result in building fees of approximately $450 plus the Planning Division Use Permit cost of $421 for a total cost of $871.

13B Golf Course Update Ms. Savage reviewed the Golf Course revenues, expenses and cash balance for the month of June, noting that the restaurant was showing a small profit, and that final numbers would be brought back to Council after the final close out of fiscal year 2014-2015.

The Council discussed advertising and promotional opportunities to generate interest and encourage more regular play.

14 COUNCIL ITEMS:

14A AB1234 travel reports:

A AB1234 travel reports:

15 ADJOURNMENT:

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

Meeting adjourned at 8:40 p.m.

Respectfully submitted by

Brian R. Wilson, Mayor

_____

Gwenna MacDonald, City Clerk

Approved on: _____

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

Staff present: Jared G. Hancock, City Administrator; Jessica Ryan, City Attorney; and Gwenna MacDonald, City Clerk.

1 APPROVAL OF AGENDA:
Mr. Hancock noted that Item 9A and 9B related to the Susanville Municipal Airport project would need to be removed from the agenda as information expected from the Federal Aviation Administration had not been received.

Motion by Mayor pro tem McBride, second by Councilmember Garnier, to approve the agenda with the removal of Item 9A and 9B as requested; motion carried. Ayes: Garnier, McBride, De Boer, and Wilson. Absent: Callegari.

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No comments.

3 CLOSED SESSION: At 6:01 p.m. the Council recessed to Closed Session to discuss the following:
- A CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation: Significant exposure to litigation pursuant to Government Code §54956.9
- B PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
  - 1 Public Employee Performance Evaluation: City Administrator
  - 2 Agency Negotiator: Jared G. Hancock
    Bargaining Unit: Administrative, Firefighters, Miscellaneous, Public Works, SPOA

Closed Session recessed at 6:59 p.m.

4 RETURN TO OPEN SESSION: At 7:07 p.m. the City Council reconvened in Open Session.
Staff present: Thomas Downing, Police Chief; Dan Newton, Public Works Director; James Moore, Fire Chief; Deborah Savage, Finance Manager and Gwenna MacDonald, City Clerk.

Mr. Hancock stated that prior to Closed Session the agenda was approved with the removal of Item 9A and 9B. In closed session the City Council voted unanimously to send the response to the Grand Jury as presented. There was no other reportable action and at the conclusion of Open Session, the Council would be reconvening in Closed Session.

Mayor pro tem McBride provided the Thought of the Day.

Mayor Wilson presented longevity pins and certificates to several City employees. The pins are awarded for every five years of service to the City of Susanville.

5 BUSINESS FROM THE FLOOR:

Joyce El Kouarti, Lassen National Forest, discussed membership on the Resource Advisory Committee, funding, projects, and invited the Council to apply for membership to serve on the Committee.

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

A Receive and file minutes from the City Council's June 17, 2015 meeting

B Approve vendor warrants numbered 94740 through 94863 for a total of $295,192.57 including $112,540.56 in payroll warrants

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

7 PUBLIC HEARINGS: No business.

8 COUNCIL DISCUSSION/ANNOUNCEMENTS: None.

Commission/Committee Reports:

9 NEW BUSINESS:

*9A Consider approval of **Resolution No. 15-5197** accept grant offer from FAA for PAPI design*

*9B Consider approval of **Resolution No. 15-5198** authorize submittal of grant application to Caltrans for matching funds for PAPI design project*

9C Consider approval of Resolution No. 15-5200 authorizing Mayor to execute Design Consulting Services Agreement with Remedy Engineering Services for STIP Projects SC-2 and SC-3

Mr. Newton reported that the STIP Project 'SC-2' and 'SC-3' for overlay of certain City streets was conceptualized several years ago to improve ride-ability and potentially reduce the Department of Public Works annual maintenance costs. In order to expedite the design process, best utilize available resources, and manage current staff commitments, staff developed a Request for Proposals (RFP) to assist in the completion of construction documents and review for ADA compliance. Program of construction costs will be submitted in December and be made available for the spring 2016 construction season. With recent shortfalls in the STIP program, staff anticipates that utilizing a consultant to accelerate the design process and submit projects for funding as soon as possible may increase the likelihood of receiving funding. Staff received three proposals and determined that the proposal submitted by Remedy Engineering to be the most responsive. Funding in the amount of $60,000 is available and the City has met all program requirements and is eligible for reimbursement of project costs.

Motion by Councilmember De Boer, second by Councilmember Garnier, to approve Resolution No. 15-5200; motion carried. Ayes: Garnier, McBride, De Boer and Wilson. Absent: Callegari.

10 SUSANVILLE COMMUNITY DEVELOPMENT AGENCY: No business.

11 SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12 CONTINUING BUSINESS: No business.

13 CITY ADMINISTRATOR'S REPORTS: No business.

14 COUNCIL ITEMS:

14A AB1234 travel reports:

A AB1234 travel reports:

Chief James Moore discussed the acquisition of the new fire engine received from the Office of Emergency Services, and described the benefit to the City of Susanville and local fire agencies of having the engine on loan from the State. Those in attendance were invited to inspect the engine at the conclusion of Open Session.

15 ADJOURNMENT:

At 7:22 p.m. Mayor Wilson called for a short recess prior to reconvening in Closed Session.

At 7:32 p.m. the City Council reconvened in Closed Session.

At 8:04 p.m. Councilmember De Boer exited the Council chambers and did not return.

At 8:34 p.m. the City Council reconvened in Open Session.

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

Meeting adjourned at 8:35 p.m.

Respectfully submitted by

_____
Brian R. Wilson, Mayor

Approved on: _____

_____
Gwenna MacDonald, City Clerk

AGENDA ITEM NO. 6B

Reviewed by: VGH City Administrator
___ City Attorney

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

Submitted by: Deborah Savage, Finance Manager

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated August 12th through August 25th numbered 94864 through 95002

FISCAL IMPACT: Accounts Payable vendor warrants totaling $594,791.71 plus $ 111,688.25 in payroll warrants, for a total of $706,479.96

ACTION REQUESTED: Motion to receive and file.

ATTACHMENTS: Payments by vendor and transmittal check registers.

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/13/2015	94864	21	AIRGAS USA, LLC	CHLORINE	9041701882	1	7110-430-42-46	SUPPLIES-GENERAL	373.89	373.89
Total 9041701882:										373.89	373.89
08/15	08/13/2015	94865	44	ARAMARK UNIFORM SE	STREETS UNIFORMS 073015/T	5063950322	1	7620-430-10-44	LINEN SERVICE	27.87	27.87
08/15	08/13/2015	94865	44	ARAMARK UNIFORM SE	STREETS UNIFORMS 073015/T	5063950322	2	2007-431-20-44	LINEN SERVICE	32.03	32.03
Total 5063950322:										59.90	59.90
08/15	08/13/2015	94865	44	ARAMARK UNIFORM SE	WATER UNIFORMS 073015	5063950323	1	7110-430-42-44	LINEN SERVICE	51.00	51.00
Total 5063950323:										51.00	51.00
08/15	08/13/2015	94865	44	ARAMARK UNIFORM SE	GAS UNIFORMS 073015	5063950324	1	7401-430-62-44	LINEN SERVICES	61.21	61.21
Total 5063950324:										61.21	61.21
08/15	08/13/2015	94865	44	ARAMARK UNIFORM SE	STREETS UNIFORMS 08/06/15/	5063964888	1	7620-430-10-44	LINEN SERVICE	27.87	27.87
08/15	08/13/2015	94865	44	ARAMARK UNIFORM SE	STREETS UNIFORMS 08/06/15/	5063964888	2	2007-431-20-44	LINEN SERVICE	32.03	32.03
Total 5063964888:										59.90	59.90
08/15	08/13/2015	94865	44	ARAMARK UNIFORM SE	WATER UNIFORMS 08/06/15	5063964889	1	7110-430-42-44	LINEN SERVICE	51.00	51.00
Total 5063964889:										51.00	51.00
08/15	08/13/2015	94865	44	ARAMARK UNIFORM SE	GAS UNIFORMS 08/06/15	5063964890	1	7401-430-62-44	LINEN SERVICES	61.21	61.21
Total 5063964890:										61.21	61.21
08/15	08/13/2015	94866	884	BANK OF AMERICA	CITY HALL PHONES	4028 072515	1	1000-417-10-45	COMMUNICATIONS	502.87	502.87
08/15	08/13/2015	94866	884	BANK OF AMERICA	GIFT CERT. GOLF COURSE	4028 072515	2	7530-451-55-46	SUPPLIES - GENERAL	104.25	104.25
08/15	08/13/2015	94866	884	BANK OF AMERICA	CITY ATTORNEY FURNITURE	4028 072515	3	1000-417-10-46	SUPPLIES-GENERAL	2,254.09	2,254.09

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 4028 072515:										2,861.21	2,861.21
08/15	08/13/2015	94866	884	BANK OF AMERICA	TRASH BAGS	4093 072515	1	1000-417-10-46	SUPPLIES-GENERAL	25.74	25.74
Total 4093 072515:										25.74	25.74
08/15	08/13/2015	94866	884	BANK OF AMERICA	PARTS	4119 072515	1	1000-425-20-47	MACHINERY AND EQUIPMENT	791.97	791.97
08/15	08/13/2015	94866	884	BANK OF AMERICA	LAPTOP	4119 072515	2	1000-425-20-47	MACHINERY AND EQUIPMENT	689.99	689.99
Total 4119 072515:										1,481.96	1,481.96
08/15	08/13/2015	94866	884	BANK OF AMERICA	FUEL	4150 072515	1	1000-422-10-46	GASOLINE	94.04	94.04
Total 4150 072515:										94.04	94.04
08/15	08/13/2015	94866	884	BANK OF AMERICA	#34 TRANSMISSION	4168 072515	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	1,018.93	1,018.93
08/15	08/13/2015	94866	884	BANK OF AMERICA	NOTICE OF DETERMINATION	4168 072515	2	2007-431-20-48	TAXES, FEES, PERMIT AND CH	1,002.20	1,002.20
08/15	08/13/2015	94866	884	BANK OF AMERICA	SMOOTH LAWN	4168 072515	3	7530-451-52-46	SUPPLIES-GENERAL	100.18	100.18
08/15	08/13/2015	94866	884	BANK OF AMERICA	OIL FILTER, FUEL FILTER	4168 072515	4	2007-431-20-44	REPAIR AND MAINTENANCE-V	24.36	24.36
08/15	08/13/2015	94866	884	BANK OF AMERICA	TAIL LAMP	4168 072515	5	1000-417-10-44	VEHICLE - REPAIR & MAINTEN	29.23	29.23
Total 4168 072515:										2,174.90	2,174.90
08/15	08/13/2015	94866	884	BANK OF AMERICA	CLOG REMOVER, TRASH BAGS	4226 072515	1	1000-421-10-46	SUPPLIES-JANITORIAL	64.88	64.88
08/15	08/13/2015	94866	884	BANK OF AMERICA	PAPER , RIBBON	4226 072515	2	1000-421-10-46	SUPPLIES-GENERAL	646.52	646.52
08/15	08/13/2015	94866	884	BANK OF AMERICA	PAPER , RIBBON	4226 072515	3	1000-422-10-46	SUPPLIES-GENERAL	199.50	199.50
Total 4226 072515:										910.90	910.90
08/15	08/13/2015	94866	884	BANK OF AMERICA	POLICE CHIEF ASSOC.	4242 072515	1	1000-421-10-48	DUES AND MEMBERSHIPS	125.00	125.00
Total 4242 072515:										125.00	125.00
08/15	08/13/2015	94866	884	BANK OF AMERICA	BATTERY	4291 072515	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	6.22	6.22
Total 4291 072515:										6.22	6.22
08/15	08/13/2015	94866	884	BANK OF AMERICA	CAMERAS	4317 072515	1	1000-421-10-47	MACHINERY AND EQUIPMENT	166.44	166.44

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 4317 072515:										166.44	166.44
08/15	08/13/2015	94866	884	BANK OF AMERICA	WEB BUILDER	5203 072515	1	7620-430-10-48	DUES AND MEMBERSHIPS	24.90	24.90
Total 5203 072515:										24.90	24.90
08/15	08/13/2015	94866	884	BANK OF AMERICA	MI WATER PRINCIPLES	5442 072515	1	7110-430-42-45	TRAVEL	109.50	109.50
08/15	08/13/2015	94866	884	BANK OF AMERICA	WATER RATES LEGAL EDITION	5442 072515	2	7110-430-42-45	TRAVEL	85.50	85.50
08/15	08/13/2015	94866	884	BANK OF AMERICA	PIGTAIL	5442 072515	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	7.84	7.84
Total 5442 072515:										202.84	202.84
08/15	08/13/2015	94866	884	BANK OF AMERICA	CPCA MEMBERSHIP	6933 072515	1	1000-421-10-48	DUES AND MEMBERSHIPS	315.00	315.00
Total 6933 072515:										315.00	315.00
08/15	08/13/2015	94866	884	BANK OF AMERICA	NOTICE OF DETERMINATION	7454 072515	1	2007-431-20-48	TAXES, FEES, PERMIT AND CH	1,002.20	1,002.20
08/15	08/13/2015	94866	884	BANK OF AMERICA	NOTICE OF DETERMINATION	7454 072515	2	2007-431-20-48	TAXES, FEES, PERMIT AND CH	262.20	262.20
08/15	08/13/2015	94866	884	BANK OF AMERICA	BINDERS	7454 072515	3	7620-430-10-46	SUPPLIES-GENERAL	35.67	35.67
08/15	08/13/2015	94866	884	BANK OF AMERICA	CREATIVE CLOUD	7454 072515	4	7620-430-10-47	SOFTWARE	49.99	49.99
08/15	08/13/2015	94866	884	BANK OF AMERICA	BINDERS	7454 072515	5	7620-430-10-46	SUPPLIES-GENERAL	40.76	40.76
08/15	08/13/2015	94866	884	BANK OF AMERICA	REGIONAL CONFERENCE	7454 072515	6	7401-430-62-45	TRAVEL	590.00	590.00
08/15	08/13/2015	94866	884	BANK OF AMERICA	WEB BUILDER	7454 072515	7	7620-430-10-48	DUES AND MEMBERSHIPS	49.80	49.80
Total 7454 072515:										2,030.62	2,030.62
08/15	08/13/2015	94866	884	BANK OF AMERICA	CARBON MONOXIDE	7575 072515	1	7401-430-62-46	SUPPLIES-GENERAL	405.60	405.60
08/15	08/13/2015	94866	884	BANK OF AMERICA	GAS CONTROLS	7575 072515	2	7401-430-62-46	SUPPLIES-GENERAL	332.50	332.50
08/15	08/13/2015	94866	884	BANK OF AMERICA	BOOKENDS	7575 072515	3	7401-430-62-46	SUPPLIES-GENERAL	17.67	17.67
Total 7575 072515:										755.77	755.77
08/15	08/13/2015	94866	884	BANK OF AMERICA	POSTAGE	7979 072515	1	1000-425-20-46	POSTAGE	430.93	430.93
08/15	08/13/2015	94866	884	BANK OF AMERICA	FUEL	7979 072515	2	1000-422-10-46	GASOLINE	641.85	641.85
08/15	08/13/2015	94866	884	BANK OF AMERICA	CHIEF DUES	7979 072515	3	1000-422-10-48	DUES AND MEMBERSHIPS	20.00	20.00
08/15	08/13/2015	94866	884	BANK OF AMERICA	TISSUE, FREEZER BAGS, TRAS	7979 072515	4	1000-422-10-46	SUPPLIES-JANITORIAL	37.23	37.23
08/15	08/13/2015	94866	884	BANK OF AMERICA	CABLE, RAM, CARD READER	7979 072515	5	1000-422-10-47	SOFTWARE	133.16	133.16
08/15	08/13/2015	94866	884	BANK OF AMERICA	PARTS FOR 621, OES, 600	7979 072515	6	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	636.55	636.55

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/13/2015	94866	884	BANK OF AMERICA	POSTAGE	7979 072515	7	1000-425-20-46	POSTAGE	253.86	253.86
08/15	08/13/2015	94866	884	BANK OF AMERICA	FUEL	7979 072515	8	1000-422-10-46	GASOLINE	247.44	247.44
Total 7979 072515:										2,401.02	2,401.02
08/15	08/13/2015	94866	884	BANK OF AMERICA	KEYS, TRAYS, TAPE	9430 072515	1	7530-451-52-46	SUPPLIES-GENERAL	168.97	168.97
08/15	08/13/2015	94866	884	BANK OF AMERICA	TAPE, FLAGS	9430 072515	2	7530-451-52-44	REPAIR & MAINTENANCE - MIS	1,038.51	1,038.51
08/15	08/13/2015	94866	884	BANK OF AMERICA	KEYS, ICE	9430 072515	3	7530-451-52-46	SUPPLIES-GENERAL	11.26	11.26
08/15	08/13/2015	94866	884	BANK OF AMERICA	G/C RESTURANT FOOD	9430 072515	4	7530-451-54-46	SUPPLIES GENERAL	161.00	161.00
Total 9430 072515:										1,379.74	1,379.74
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0065	1	8402-413-30-45	PRINTING AND BINDING	49.86	49.86
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0065	2	8402-413-30-46	POSTAGE	14.70	14.70
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0065	3	8402-413-30-45	COMMUNICATIONS	68.02	68.02
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0065	4	8402-413-30-43	LAFCO EXEC. OFFICE SVC	1,825.00	1,825.00
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0065	5	8402-413-30-43	LAFCO BROWN ACT COMPLIAN	500.00	500.00
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0065	6	8402-413-30-43	MUNICIPAL SVC REVIEW-LAFC	1,000.00	1,000.00
Total 2015-0065:										3,457.58	3,457.58
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0066	1	8402-413-30-45	PRINTING AND BINDING	7.50	7.50
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0066	2	8402-413-30-45	COMMUNICATIONS	63.96	63.96
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0066	3	8402-413-30-43	LAFCO EXEC. OFFICE SVC	3,282.50	3,282.50
08/15	08/13/2015	94867	72	BENOIT, JOHN	IAFCO STAFF SVCS & EXPENS	2015-0066	4	8402-413-30-43	MUNICIPAL SVC REVIEW-LAFC	500.00	500.00
Total 2015-0066:										3,853.96	3,853.96
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	HANGER	334382	1	7401-430-62-46	SUPPLIES-GENERAL	11.12	11.12
Total 334382:										11.12	11.12
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	ELBOW, NIPPLES	335076	1	7110-430-42-46	SUPPLIES-GENERAL	10.42	10.42
Total 335076:										10.42	10.42
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	PAINTBRUSH, LACQUER	335114	1	7401-430-62-46	SUPPLIES-GENERAL	16.80	16.80

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 335114:										16.80	16.80
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	PLUGS	335381	1	7401-430-62-46	SUPPLIES-GENERAL	2.89	2.89
Total 335381:										2.89	2.89
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	PLUGS RETURN	335382	1	7401-430-62-46	SUPPLIES-GENERAL	.97-	.97-
Total 335382:										.97-	.97-
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	WASP & HORNET SPRAY	335502	1	7401-430-62-46	SUPPLIES-GENERAL	5.35	5.35
Total 335502:										5.35	5.35
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	DRILL BIT	335506	1	2007-431-20-46	SUPPLIES-SMALL TOOLS	15.47	15.47
Total 335506:										15.47	15.47
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	DRILL BIT	335509	1	2007-431-20-46	SUPPLIES-SMALL TOOLS	16.44	16.44
Total 335509:										16.44	16.44
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	GLASSES, LINE TRIMMER	335518	1	2007-431-20-46	SUPPLIES-GENERAL	67.70	67.70
Total 335518:										67.70	67.70
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	DUST MASK	335602	1	2007-431-20-46	SUPPLIES-GENERAL	5.77	5.77
Total 335602:										5.77	5.77
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	FOGGER	335609	1	7401-430-62-46	SUPPLIES-GENERAL	30.94	30.94
Total 335609:										30.94	30.94
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	QUICK LINK, HINGE	335721	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	19.21	19.21
Total 335721:										19.21	19.21

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/13/2015	94868	76	BILLINGTON ACE HARD	MASKING TAPE	335779	1	2007-431-20-46	SUPPLIES-GENERAL	4.34	4.34
Total 335779:										4.34	4.34
08/15	08/13/2015	94869	1409	C&S ENGINEERS/COMPA	PROFESSIONAL SER. 04/17/15	0152157	1	7201-430-86-43	PROFESSIONAL SERVICES	35,978.91	35,978.91
Total 0152157:										35,978.91	35,978.91
08/15	08/13/2015	94869	1409	C&S ENGINEERS/COMPA	PROFESSIONAL SER. 06/12/15	0153000	1	7201-430-86-43	PROFESSIONAL SERVICES	88,358.21	88,358.21
Total 0153000:										88,358.21	88,358.21
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	110 NORTH ST	110NORTH 080115	1	1000-452-20-44	DISPOSAL	232.32	232.32
Total 110NORTH 080115:										232.32	232.32
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	470-895 CIRCLE	470895CIRCLE080115	1	7530-451-52-44	DISPOSAL	191.16	191.16
Total 470895CIRCLE080115:										191.16	191.16
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - 600 MAI	PLC600MAIN 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLC600MAIN 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - B OF A	PLCBOFA 080115	1	2007-431-20-44	DISPOSAL	18.79	18.79
Total PLCBOFA 080115:										18.79	18.79
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - BUEHL	PLCBUEHLERDNT 08011	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCBUEHLERDNT 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - DIAMO	PLCDIAMNDMTN 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCDIAMNDMTN 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - ELKS L	PLCELKSLODGE080115	1	2007-431-20-44	DISPOSAL	37.58	37.58

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total PLCELKSLODGE080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - FROST	PLCFROSTYMILL 080115	1	2007-431-20-44	DISPOSAL	18.79	18.79
Total PLCFROSTYMILL 080115:										18.79	18.79
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - GROCE	PLCGRCRYOTLT 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCGRCRYOTLT 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HAIR H	PLCHAIRHUNTER 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCHAIRHUNTER 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HOTEL	PLCHOTELLSN1 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCHOTELLSN1 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - KNOCH	PLCKNOCHBLD 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCKNOCHBLD 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LASSEN	PLCLASSNHS 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCLASSNHS 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LITTLE I	PLCLITTLEITALY080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCLITTLEITALY080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LV CHA	PLCLVCHRTR 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCLVCHRTR 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - MT LAS	PLCMTLASSEN 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCMTLASSEN 080115:										37.58	37.58

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - PANCE	PLCPANCERAPLZA08011	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCPANCERAPLZA080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRAJWRLY08011	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCSIERRAJWRLY080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRATHRTE08011	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCSIERRATHRTE080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SVILLE	PLCSVILLREAL 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCSVILLREAL 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - UPTOW	PLCUPTOWNPK 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCUPTOWNPK 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - US POS	PLCUSPOSTAL080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCUSPOSTAL080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - VETS M	PLCVETMEM 080115	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCVETMEM 080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - WALMA	PLCWALMARTBUS08011	1	2007-431-20-44	DISPOSAL	37.58	37.58
Total PLCWALMARTBUS080115:										37.58	37.58
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	925 SIERRA ST	SVL15 080115	1	7620-430-10-44	DISPOSAL	158.83	158.83
Total SVL15 080115:										158.83	158.83
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	66 N LASSEN	SVL2 080115	1	1000-417-10-44	DISPOSAL	158.83	158.83

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total SVL2 080115:										158.83	158.83
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	95 N WEATHERLOW	SVL5 080115	1	1000-452-20-44	DISPOSAL	191.16	191.16
Total SVL5 080115:										191.16	191.16
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	1801 MAIN ST	SVL7 080115	1	1000-421-10-44	DISPOSAL	95.59	95.59
Total SVL7 080115:										95.59	95.59
08/15	08/13/2015	94870	1307	C&S WASTE SOLUTIONS	720 SOUTH ST SHOP	SVL8 080115	1	7620-430-10-44	DISPOSAL	158.83	158.83
Total SVL8 080115:										158.83	158.83
08/15	08/13/2015	94871	115	CASELLE INC.	SOFTWARE SUPPORT 9/15	67034	1	1000-417-10-43	TECHNICAL SVCS	1,258.00	1,258.00
Total 67034:										1,258.00	1,258.00
08/15	08/13/2015	94872	116	CASHMAN EQUIPMENT	LATCH	2326753	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	44.03	44.03
Total 2326753:										44.03	44.03
08/15	08/13/2015	94873	118	CBC INNOVIS INC	MEMBERSHIP DUES	5214503134	1	1000-417-10-48	DUES AND MEMBERSHIPS	10.00	10.00
Total 5214503134:										10.00	10.00
08/15	08/13/2015	94874	148	COMPUTER LOGISTICS	ANNUAL BARRACUDA UPDATE	65499	1	1000-417-10-43	TECHNICAL SVCS	449.00	449.00
Total 65499:										449.00	449.00
08/15	08/13/2015	94875	1104	COPPERHEAD INDUSTRI	TRACER WIRE	21077	1	7401-430-62-46	SUPPLIES-GENERAL	541.48	541.48
Total 21077:										541.48	541.48
08/15	08/13/2015	94876	151	COPWARE INC.	LEGAL SOURCEBOOK SITE LIC	83063	1	1000-421-10-43	TECHNICAL SVCS	615.00	615.00
Total 83063:										615.00	615.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/13/2015	94877	161	CSK AUTO INC	PURGE SOLENOID, VALVE	2740379291	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	140.93	140.93
Total 2740379291:										140.93	140.93
08/15	08/13/2015	94877	161	CSK AUTO INC	PURGE SOLENOID	2740379337	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	20.93-	20.93-
Total 2740379337:										20.93-	20.93-
08/15	08/13/2015	94877	161	CSK AUTO INC	FILLER NECK	2740379369	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	150.15	150.15
Total 2740379369:										150.15	150.15
08/15	08/13/2015	94877	161	CSK AUTO INC	REFLECTORS	2740380415	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	6.92	6.92
Total 2740380415:										6.92	6.92
08/15	08/13/2015	94877	161	CSK AUTO INC	SYNTHETIC OIL	2740380527	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	429.79	429.79
Total 2740380527:										429.79	429.79
08/15	08/13/2015	94877	161	CSK AUTO INC	AIR FILTER	2740380704	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	24.89	24.89
Total 2740380704:										24.89	24.89
08/15	08/13/2015	94878	194	DIAMOND SAW SHOP IN	MIX OIL	13803-1	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	131.10	131.10
Total 13803-1:										131.10	131.10
08/15	08/13/2015	94878	194	DIAMOND SAW SHOP IN	TRIMMER PARTS	13938	1	2007-431-20-46	SUPPLIES-GENERAL	32.20	32.20
Total 13938:										32.20	32.20
08/15	08/13/2015	94879	1503	DSA SACRAMENTO REGI	REHAB SC PLAN/FIELD FEE	080415	1	2007-431-30-48	TAXES, FEES PERMITS & CHAR	3,657.50	3,657.50
Total 080415:										3,657.50	3,657.50
08/15	08/13/2015	94879	1503	DSA SACRAMENTO REGI	REHAB SC1 PLAN/FIELD FEE	AUGUST 04-15	1	2007-431-31-48	TAXES, FEES, PERMITS & CHA	3,415.00	3,415.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total AUGUST 04-15:										3,415.00	3,415.00
08/15	08/13/2015	94880	8225		REFUND GAS DEPOSIT	1043320516	1	7401-2228-000	DEPOSITS-CUSTOMER	183.44	183.44
Total 1043320516:										183.44	183.44
08/15	08/13/2015	94881	219	ED STAUB & SONS PETR	OIL RETURNED 6GAL	286367	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	466.10-	466.10-
Total 286367:										466.10-	466.10-
08/15	08/13/2015	94881	219	ED STAUB & SONS PETR	80.3 GAL UNLEADED G/C REST.	S134122	1	7530-451-52-46	GASOLINE	1,178.08	1,178.08
Total S134122:										1,178.08	1,178.08
08/15	08/13/2015	94881	219	ED STAUB & SONS PETR	80.3 GAL DIESEL G/C REST.	S134123	1	7530-451-52-46	GASOLINE	838.99	838.99
Total S134123:										838.99	838.99
08/15	08/13/2015	94882	241	FEATHER PUBLISHING C	PUBLISH LEGAL CSA#2 ACCT#	01121783	1	8402-413-30-45	ADVERTISING	61.25	61.25
Total 01121783:										61.25	61.25
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	574778A	1	7110-430-42-43	TECHNICAL SVCS	264.00	264.00
Total 574778A:										264.00	264.00
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	574779A	1	7110-430-42-43	TECHNICAL SVCS	58.00	58.00
Total 574779A:										58.00	58.00
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	574780A	1	7110-430-42-43	TECHNICAL SVCS	58.00	58.00
Total 574780A:										58.00	58.00
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	574781A	1	7110-430-42-43	TECHNICAL SVCS	22.00	22.00
Total 574781A:										22.00	22.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	574783A	1	7110-430-42-43	TECHNICAL SVCS	22.00	22.00
Total 574783A:										22.00	22.00
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	574784A	1	7110-430-42-43	TECHNICAL SVCS	22.00	22.00
Total 574784A:										22.00	22.00
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	574785A	1	7110-430-42-43	TECHNICAL SVCS	22.00	22.00
Total 574785A:										22.00	22.00
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	574786A	1	7110-430-42-43	TECHNICAL SVCS	22.00	22.00
Total 574786A:										22.00	22.00
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	574787A	1	7110-430-42-43	TECHNICAL SVCS	22.00	22.00
Total 574787A:										22.00	22.00
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	575148A	1	7110-430-42-43	TECHNICAL SVCS	85.00	85.00
Total 575148A:										85.00	85.00
08/15	08/13/2015	94883	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	575590A	1	7110-430-42-43	TECHNICAL SVCS	105.00	105.00
Total 575590A:										105.00	105.00
08/15	08/13/2015	94884	257	FOREST OFFICE EQUIP	MONTHLY MAINT. FOLDING MA	CC6726	1	7401-430-62-44	REPAIR AND MAINTENANCE-MI	42.00	42.00
08/15	08/13/2015	94884	257	FOREST OFFICE EQUIP	MONTHLY MAINT. FOLDING MA	CC6726	2	7110-430-42-44	REPAIR AND MAINTENANCE-MI	42.00	42.00
Total CC6726:										84.00	84.00
08/15	08/13/2015	94885	265	FRONTIER	257-1000 DSL SERVICE	1000 080515	1	1000-417-10-45	COMMUNICATIONS	145.00	145.00
08/15	08/13/2015	94885	265	FRONTIER	257-1000 ADMIN FAX	1000 080515	2	1000-413-20-45	COMMUNICATIONS	1.10	1.10
08/15	08/13/2015	94885	265	FRONTIER	257-1000 CITY CLERK FAX	1000 080515	3	1000-411-40-45	COMMUNICATIONS	1.10	1.10
08/15	08/13/2015	94885	265	FRONTIER	257-1000 ADMIN	1000 080515	4	1000-413-20-45	COMMUNICATIONS	1.26	1.26
08/15	08/13/2015	94885	265	FRONTIER	257-1000 CITY CLERK	1000 080515	5	1000-411-40-45	COMMUNICATIONS	1.20	1.20
08/15	08/13/2015	94885	265	FRONTIER	257-1000 FINANCE	1000 080515	6	1000-415-10-45	COMMUNICATIONS	1.21	1.21

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/13/2015	94885	265	FRONTIER	257-1000 COMM DEVELOPMEN	1000 080515	7	1000-419-10-45	COMMUNICATIONS	1.21	1.21
08/15	08/13/2015	94885	265	FRONTIER	257-1000 CITY HALL	1000 080515	8	1000-417-10-45	COMMUNICATIONS	233.53	233.53
08/15	08/13/2015	94885	265	FRONTIER	257-1000 WATER - DEBIT MACH	1000 080515	9	7110-430-42-45	COMMUNICATIONS	24.15	24.15
08/15	08/13/2015	94885	265	FRONTIER	257-1000 GAS - DEBIT MACHIN	1000 080515	10	7401-430-62-45	COMMUNICATIONS	24.15	24.15
Total 1000 080515:										433.91	433.91
08/15	08/13/2015	94885	265	FRONTIER	257-1033 PARKS	1033 080515	1	1000-452-20-45	COMMUNICATIONS	223.81	223.81
Total 1033 080515:										223.81	223.81
08/15	08/13/2015	94885	265	FRONTIER	257-2520 GOLF COURSE	2520 080115	1	7530-451-52-45	COMMUNICATIONS	342.93	342.93
Total 2520 080115:										342.93	342.93
08/15	08/13/2015	94885	265	FRONTIER	257-2960 HVAC/ELEVATOR LIN	2960 080515	1	1000-417-10-45	COMMUNICATIONS	63.50	63.50
Total 2960 080515:										63.50	63.50
08/15	08/13/2015	94886	1148	GREATAMERICA FINANC	COPIER LEASE 8/15	17317541	1	7620-430-10-44	RENT & LEASE EQUIP & VEHIC	364.78	364.78
Total 17317541:										364.78	364.78
08/15	08/13/2015	94887	312	HISTORIC USA	7/15 COLLECTIONS, NET	080415	1	8401-2228-000	DEPOSITS PAYABLE	7,261.62	7,261.62
08/15	08/13/2015	94887	312	HISTORIC USA	5%FEE 7/15 COLLECTIONS	080415	2	8401-2228-000	DEPOSITS PAYABLE	382.19	382.19
08/15	08/13/2015	94887	312	HISTORIC USA	5%FEE 7/15 COLLECTIONS	080415	3	1000-415-10-34	REIMBURSEMENTS (HUSA/LAF	382.19-	382.19-
Total 080415:										7,261.62	7,261.62
08/15	08/13/2015	94888	1362	IRON MOUNTAIN INFO. M	SHREDDING P/D	LRT9769	1	1000-421-10-44	DISPOSAL	53.25	53.25
Total LRT9769:										53.25	53.25
08/15	08/13/2015	94889	335	J.W. WOOD CO INC	NIPPLES	S083234	1	7110-430-42-46	SUPPLIES-GENERAL	21.63	21.63
Total S083234:										21.63	21.63
08/15	08/13/2015	94890	362	KAUFFMAN, BILL	P/W JANITORIAL SVCS 7/15	705114	1	7620-430-10-44	CUSTODIAL	250.00	250.00

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Total 705114:										250.00	250.00
08/15	08/13/2015	94891	372	KRONICK, MOSKOVITZ	PROF SVCS THRU 07/25/15	278526	1	1000-412-10-43	PROFESSIONAL SVCS	391.00	391.00
Total 278526:										391.00	391.00
08/15	08/13/2015	94892	1074	LASSEN AUTO BODY	#34 UPHOLSTRY	5563	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	524.06	524.06
Total 5563:										524.06	524.06
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	5GAL SUPER TRAC	227203	1	7530-451-52-44	REPAIR & MAINT - BUILDING	37.61	37.61
Total 227203:										37.61	37.61
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	PULLY, PIGTAIL	227331	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	17.58	17.58
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	PULLY, PIGTAIL	227331	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	59.68	59.68
Total 227331:										77.26	77.26
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	LOCKNUT, GEARWRENCH	227459	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	8.98	8.98
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	LOCKNUT, GEARWRENCH	227459	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	6.75	6.75
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	LOCKNUT, GEARWRENCH	227459	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	8.97	8.97
Total 227459:										24.70	24.70
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	CAP	227682	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	9.71	9.71
Total 227682:										9.71	9.71
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	COTTER PIN	227786	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	2.41	2.41
Total 227786:										2.41	2.41
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	HOSE END , HOSE	227787	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	107.65	107.65
Total 227787:										107.65	107.65
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	FITTING	227801	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	12.80	12.80

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 227801:										12.80	12.80
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	LAMP REFLECTIONS	227938	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	12.59	12.59
Total 227938:										12.59	12.59
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	SCREWS, LOCKNUT, WASHER	227994	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	7.74	7.74
Total 227994:										7.74	7.74
08/15	08/13/2015	94893	411	LASSEN MOTOR PARTS	#51 UPHOLSTREY	6851	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	510.63	510.63
Total 6851:										510.63	510.63
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	748644	1	2007-431-20-44	DISPOSAL	16.48	16.48
Total 748644:										16.48	16.48
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	748666	1	2007-431-20-44	DISPOSAL	13.74	13.74
Total 748666:										13.74	13.74
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	748681	1	2007-431-20-44	DISPOSAL	10.38	10.38
Total 748681:										10.38	10.38
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	748700	1	2007-431-20-44	DISPOSAL	14.74	14.74
Total 748700:										14.74	14.74
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	748761	1	2007-431-20-44	DISPOSAL	38.00	38.00
Total 748761:										38.00	38.00
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	748786	1	2007-431-20-44	DISPOSAL	38.00	38.00
Total 748786:										38.00	38.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749393	1	2007-431-20-44	DISPOSAL	6.22	6.22
Total 749393:										6.22	6.22
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749406	1	2007-431-20-44	DISPOSAL	6.38	6.38
Total 749406:										6.38	6.38
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749413	1	2007-431-20-44	DISPOSAL	4.30	4.30
Total 749413:										4.30	4.30
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749422	1	2007-431-20-44	DISPOSAL	6.76	6.76
Total 749422:										6.76	6.76
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749433	1	2007-431-20-44	DISPOSAL	6.56	6.56
Total 749433:										6.56	6.56
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749440	1	2007-431-20-44	DISPOSAL	7.00	7.00
Total 749440:										7.00	7.00
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749465	1	2007-431-20-44	DISPOSAL	6.78	6.78
Total 749465:										6.78	6.78
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749466	1	2007-431-20-44	DISPOSAL	5.04	5.04
Total 749466:										5.04	5.04
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749489	1	2007-431-20-44	DISPOSAL	8.06	8.06
Total 749489:										8.06	8.06
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749492	1	2007-431-20-44	DISPOSAL	5.16	5.16

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 749492:										5.16	5.16
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749509	1	2007-431-20-44	DISPOSAL	7.26	7.26
Total 749509:										7.26	7.26
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749516	1	2007-431-20-44	DISPOSAL	5.72	5.72
Total 749516:										5.72	5.72
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749526	1	2007-431-20-44	DISPOSAL	7.46	7.46
Total 749526:										7.46	7.46
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749558	1	2007-431-20-44	DISPOSAL	7.54	7.54
Total 749558:										7.54	7.54
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749579	1	2007-431-20-44	DISPOSAL	8.24	8.24
Total 749579:										8.24	8.24
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749612	1	2007-431-20-44	DISPOSAL	9.06	9.06
Total 749612:										9.06	9.06
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	749631	1	2007-431-20-44	DISPOSAL	8.70	8.70
Total 749631:										8.70	8.70
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	750042	1	2007-431-20-44	DISPOSAL	6.86	6.86
Total 750042:										6.86	6.86
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	750064	1	2007-431-20-44	DISPOSAL	7.00	7.00
Total 750064:										7.00	7.00

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08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	750122	1	2007-431-20-44	DISPOSAL	5.34	5.34
Total 750122:										5.34	5.34
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	750147	1	2007-431-20-44	DISPOSAL	8.48	8.48
Total 750147:										8.48	8.48
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	750166	1	2007-431-20-44	DISPOSAL	3.82	3.82
Total 750166:										3.82	3.82
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	750592	1	1000-452-20-44	DISPOSAL	1.00	1.00
Total 750592:										1.00	1.00
08/15	08/13/2015	94894	412	LASSEN REGIONAL SOLI	DUMP FEES	750618	1	1000-452-20-44	DISPOSAL	1.00	1.00
Total 750618:										1.00	1.00
08/15	08/13/2015	94895	413	LASSEN TIRE	4 BAL/DISMOUNT/MOUNT #86	46651	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	625.32	625.32
Total 46651:										625.32	625.32
08/15	08/13/2015	94895	413	LASSEN TIRE	4 BAL/DISMOUNT/MOUNT #80	46677	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	550.41	550.41
Total 46677:										550.41	550.41
08/15	08/13/2015	94895	413	LASSEN TIRE	1 FLAT REPAIR #93	46697	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	20.00	20.00
Total 46697:										20.00	20.00
08/15	08/13/2015	94895	413	LASSEN TIRE	AC CONDENSOR FREON	51611	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	456.71	456.71
Total 51611:										456.71	456.71
08/15	08/13/2015	94896	413	SUSANVILLE TOWING	OIL AND FILTER CHANGE #86	51620	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	54.06	54.06

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Total 51620:										54.06	54.06
08/15	08/13/2015	94896	413	SUSANVILLE TOWING	2011 FORD OIL/FILTER	51658-1	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	101.49	101.49
Total 51658-1:										101.49	101.49
08/15	08/13/2015	94896	413	SUSANVILLE TOWING	ANIMAL CONTROL OIL & FILTE	51676	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	64.78	64.78
Total 51676:										64.78	64.78
08/15	08/13/2015	94896	413	SUSANVILLE TOWING	05 EXPLORER OIL & FILTER	51686	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	55.67	55.67
Total 51686:										55.67	55.67
08/15	08/13/2015	94896	413	SUSANVILLE TOWING	13 F150 OIL & FILTER	51688	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	67.76	67.76
Total 51688:										67.76	67.76
08/15	08/13/2015	94897	437	LMUD	LASSEN COLLEGE WELL #5	120270 072915	1	7110-430-42-46	ELECTRICITY	175.64	175.64
08/15	08/13/2015	94897	437	LMUD	LASSEN COLLEGE WELL #5	120270 072915	2	7110-430-42-46	ELECTRICITY	438.80	438.80
Total 120270 072915:										614.44	614.44
08/15	08/13/2015	94897	437	LMUD	STREET LIGHTS	14039 080615	1	2007-431-60-46	ELECTRICITY	186.94	186.94
Total 14039 080615:										186.94	186.94
08/15	08/13/2015	94897	437	LMUD	STREET LIGHTS	14041 080615	1	2007-431-60-46	ELECTRICITY	3,399.68	3,399.68
Total 14041 080615:										3,399.68	3,399.68
08/15	08/13/2015	94897	437	LMUD	SOUTH ST - PUBLIC WORKS O	14590 072915	1	7620-430-10-46	ELECTRICITY	104.96	104.96
08/15	08/13/2015	94897	437	LMUD	SOUTH ST - PUBLIC WORKS O	14590 072915	2	7620-430-10-46	ELECTRICITY	329.56	329.56
Total 14590 072915:										434.52	434.52
08/15	08/13/2015	94897	437	LMUD	S GAY ST	24323 080615	1	2007-431-60-46	ELECTRICITY	29.29	29.29

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Total 24323 080615:										29.29	29.29
08/15	08/13/2015	94897	437	LMUD	66 N LASSEN STREET	2466 080615	1	1000-417-10-46	ELECTRICITY	20.47	20.47
08/15	08/13/2015	94897	437	LMUD	66 N LASSEN STREET	2466 080615	2	1000-417-10-46	ELECTRICITY	596.24	596.24
Total 2466 080615:										616.71	616.71
08/15	08/13/2015	94897	437	LMUD	N WEATHERLOW ST TENNIS S	24661 080615	1	1000-452-20-46	ELECTRICITY	14.00	14.00
Total 24661 080615:										14.00	14.00
08/15	08/13/2015	94897	437	LMUD	STREET LIGHTS	2467 080615	1	2007-431-60-46	ELECTRICITY	1,522.36	1,522.36
Total 2467 080615:										1,522.36	1,522.36
08/15	08/13/2015	94897	437	LMUD	CADY SPRINGS	26784 072915	1	7110-430-42-46	ELECTRICITY	10.54	10.54
08/15	08/13/2015	94897	437	LMUD	CADY SPRINGS	26784 072915	2	7110-430-42-46	ELECTRICITY	20.01	20.01
Total 26784 072915:										30.55	30.55
08/15	08/13/2015	94897	437	LMUD	65 N WEATHERLOW ST PARK	2865 080615	1	1000-452-20-46	ELECTRICITY	83.44	83.44
Total 2865 080615:										83.44	83.44
08/15	08/13/2015	94897	437	LMUD	65 N WEATHERLOW ST MUSEU	2866 080615	1	1000-451-80-46	ELECTRICITY	15.40	15.40
Total 2866 080615:										15.40	15.40
08/15	08/13/2015	94897	437	LMUD	65 N WEATHERLOW ST COMM	2867 080615	1	1000-452-20-46	ELECTRICITY	43.88	43.88
Total 2867 080615:										43.88	43.88
08/15	08/13/2015	94897	437	LMUD	N WEATHERLOW ST TENNIS C	2870 080615	1	1000-452-20-46	ELECTRICITY	14.00	14.00
Total 2870 080615:										14.00	14.00
08/15	08/13/2015	94897	437	LMUD	NORTH ST PARK LITES MEM FI	2873 080615	1	1000-452-20-46	ELECTRICITY	36.87	36.87

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Total 2873 080615:										36.87	36.87
08/15	08/13/2015	94897	437	LMUD	HARRIS DR & HWY 36	30658 080615	1	7110-430-42-46	ELECTRICITY	76.75	76.75
08/15	08/13/2015	94897	437	LMUD	HARRIS DR & HWY 36	30658 080615	2	7110-430-42-46	ELECTRICITY	358.12	358.12
Total 30658 080615:										434.87	434.87
08/15	08/13/2015	94897	437	LMUD	RICHMOND RD BRIDGE	35094 072915	1	2007-431-60-46	ELECTRICITY	80.03	80.03
08/15	08/13/2015	94897	437	LMUD	RICHMOND RD BRIDGE	35094 072915	2	2007-431-60-46	ELECTRICITY	153.09	153.09
Total 35094 072915:										233.12	233.12
08/15	08/13/2015	94897	437	LMUD	N WEATHERLOW ST SIGNALS	3651 072315	1	2007-431-60-46	ELECTRICITY	45.43	45.43
08/15	08/13/2015	94897	437	LMUD	N WEATHERLOW ST SIGNALS	3651 072315	2	2007-431-60-46	ELECTRICITY	75.60	75.60
Total 3651 072315:										121.03	121.03
08/15	08/13/2015	94897	437	LMUD	720 SOUTH ST EMULSION TAN	38646 072915	1	7620-430-10-46	ELECTRICITY	20.97	20.97
08/15	08/13/2015	94897	437	LMUD	720 SOUTH ST EMULSION TAN	38646 072915	2	7620-430-10-46	ELECTRICITY	65.56	65.56
Total 38646 072915:										86.53	86.53
08/15	08/13/2015	94897	437	LMUD	UPTOWN DECORATIVE LIGHTS	43511 080615	1	2007-431-60-46	ELECTRICITY	210.27	210.27
Total 43511 080615:										210.27	210.27
08/15	08/13/2015	94897	437	LMUD	115 N WEATHERLOW ST	43866 080615	1	1000-451-80-46	ELECTRICITY	154.99	154.99
Total 43866 080615:										154.99	154.99
08/15	08/13/2015	94897	437	LMUD	N PINE & COOK - SCADA	44153 080615	1	7110-430-42-46	ELECTRICITY	16.95	16.95
Total 44153 080615:										16.95	16.95
08/15	08/13/2015	94897	437	LMUD	MAIN & ALEXANDER	49496 072315	1	2007-431-60-46	ELECTRICITY	40.66	40.66
08/15	08/13/2015	94897	437	LMUD	MAIN & ALEXANDER	49496 072315	2	2007-431-60-46	ELECTRICITY	67.80	67.80

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Total 49496 072315:										108.46	108.46
08/15	08/13/2015	94897	437	LMUD	MAIN & FAIRFIELD	49497 072315	1	2007-431-60-46	ELECTRICITY	44.17	44.17
08/15	08/13/2015	94897	437	LMUD	MAIN & FAIRFIELD	49497 072315	2	2007-431-60-46	ELECTRICITY	62.39	62.39
Total 49497 072315:										106.56	106.56
08/15	08/13/2015	94897	437	LMUD	MAIN & JOHNSTONVILLE SIGN	49498 072315	1	2007-431-60-46	ELECTRICITY	75.74	75.74
08/15	08/13/2015	94897	437	LMUD	MAIN & JOHNSTONVILLE SIGN	49498 072315	2	2007-431-60-46	ELECTRICITY	59.85	59.85
Total 49498 072315:										135.59	135.59
08/15	08/13/2015	94897	437	LMUD	RIVERSIDE & MAIN SIGNAL LIG	49499 072315	1	2007-431-60-46	ELECTRICITY	119.64	119.64
08/15	08/13/2015	94897	437	LMUD	RIVERSIDE & MAIN SIGNAL LIG	49499 072315	2	2007-431-60-46	ELECTRICITY	94.35	94.35
Total 49499 072315:										213.99	213.99
08/15	08/13/2015	94897	437	LMUD	QUARRY ST STREET LIGHTS	49500 080615	1	2007-431-60-46	ELECTRICITY	56.93	56.93
Total 49500 080615:										56.93	56.93
08/15	08/13/2015	94897	437	LMUD	MAIN & FOSS SIGNAL LIGHT	49501 080615	1	2007-431-60-46	ELECTRICITY	150.97	150.97
Total 49501 080615:										150.97	150.97
08/15	08/13/2015	94897	437	LMUD	SPRING RIDGE BL	55754 072915	1	7110-430-42-46	ELECTRICITY	129.29	129.29
08/15	08/13/2015	94897	437	LMUD	SPRING RIDGE BL	55754 072915	2	7110-430-42-46	ELECTRICITY	323.40	323.40
Total 55754 072915:										452.69	452.69
08/15	08/13/2015	94897	437	LMUD	WELL 1	7714 072315	1	7110-430-42-46	ELECTRICITY	20.33	20.33
08/15	08/13/2015	94897	437	LMUD	WELL 1	7714 072315	2	7110-430-42-46	ELECTRICITY	27.20	27.20
Total 7714 072315:										47.53	47.53
08/15	08/13/2015	94897	437	LMUD	AIRPORT HANGER 8	92715 080615	1	7201-430-81-46	ELECTRICITY	7.00	7.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 92715 080615:										7.00	7.00
08/15	08/13/2015	94897	437	LMUD	NORTH ST PARK LITES MEM FI	9283 080615	1	1000-452-20-46	ELECTRICITY	232.85	232.85
Total 9283 080615:										232.85	232.85
08/15	08/13/2015	94897	437	LMUD	GEOTHERMAL PUMP #1	9297 080615	1	7301-430-52-46	ELECTRICITY	9.07	9.07
08/15	08/13/2015	94897	437	LMUD	GEOTHERMAL PUMP #1	9297 080615	2	7301-430-52-46	ELECTRICITY	50.96	50.96
Total 9297 080615:										60.03	60.03
08/15	08/13/2015	94897	437	LMUD	MAIN & PINE CHRISTMAS TREE	94811 080615	1	1000-466-30-46	ELECTRICITY	14.00	14.00
Total 94811 080615:										14.00	14.00
08/15	08/13/2015	94897	437	LMUD	GEOTHERMAL PUMP #2	9503 072915	1	7301-430-52-46	ELECTRICITY	8.44	8.44
08/15	08/13/2015	94897	437	LMUD	GEOTHERMAL PUMP #2	9503 072915	2	7301-430-52-46	ELECTRICITY	23.10	23.10
Total 9503 072915:										31.54	31.54
08/15	08/13/2015	94897	437	LMUD	GEOTHERMAL HOSPITAL LANE	9963 072915	1	7301-430-52-46	ELECTRICITY	3.66	3.66
08/15	08/13/2015	94897	437	LMUD	GEOTHERMAL HOSPITAL LANE	9963 072915	2	7301-430-52-46	ELECTRICITY	10.34	10.34
Total 9963 072915:										14.00	14.00
08/15	08/13/2015	94919	437	LMUD	CADY SPRINGS PROJECT APP	081115	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	250.00	250.00
Total 081115:										250.00	250.00
08/15	08/13/2015	94898	452	MARTIN SECURITY SYST	720 SOUTH ST 8/15	028395	1	7620-430-10-43	TECHNICAL SVCS	3.00	3.00
Total 028395:										3.00	3.00
08/15	08/13/2015	94899	481	MISSION LINEN & UNIFO	POLICE 081115 TISSUE	500691457	1	1000-417-10-46	SUPPLIES-JANITORIAL	211.34	211.34
Total 500691457:										211.34	211.34
08/15	08/13/2015	94900	1505	MUSTANG MFG, INC.	SQUEEZE TOOL	23372	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	308.12	308.12

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 23372:										308.12	308.12
08/15	08/13/2015	94901	8223		REFUND GAS DEPOSIT	10428450012	1	7401-2228-000	DEPOSITS-CUSTOMER	200.00	200.00
Total 10428450012:										200.00	200.00
08/15	08/13/2015	94902	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE 7/	659432	1	7401-430-62-43	TECHNICAL SVCS	65.60	65.60
08/15	08/13/2015	94902	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE 7/	659432	2	7110-430-42-43	TECHNICAL SVCS	65.60	65.60
Total 659432:										131.20	131.20
08/15	08/13/2015	94903	8226		REFUND GAS OVERPAYMENT	10416700002	1	9999-1001-001	CASH CLEARING - UTILITIES	32.12	32.12
08/15	08/13/2015	94903	8226		REFUND WATER OVERPAYME	10416700002	2	9999-1001-001	CASH CLEARING - UTILITIES	32.13	32.13
Total 10416700002:										64.25	64.25
08/15	08/13/2015	94904	546	PAYLESS BUILDING SUP	BOARDS	2470677	1	7401-430-62-46	SUPPLIES-GENERAL	18.57	18.57
Total 2470677:										18.57	18.57
08/15	08/13/2015	94905	558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT 7/	58020 070115	1	1000-417-10-45	COMMUNICATIONS	868.00	868.00
Total 58020 070115:										868.00	868.00
08/15	08/13/2015	94906	572	QUILL CORPORATION	OFFICE SUPPLIES	6266358	1	7620-430-10-46	SUPPLIES-GENERAL	177.63	177.63
Total 6266358:										177.63	177.63
08/15	08/13/2015	94906	572	QUILL CORPORATION	MAGNETIC MARKERS	6351206	1	7620-430-10-46	SUPPLIES-GENERAL	34.91	34.91
Total 6351206:										34.91	34.91
08/15	08/13/2015	94906	572	QUILL CORPORATION	MAGNETS	6408497	1	7620-430-10-46	SUPPLIES-GENERAL	10.74	10.74
Total 6408497:										10.74	10.74
08/15	08/13/2015	94907	582	RAY MORGAN CO INC	DOWN & UPSTAIRS COPIER-9/1	981039	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	262.90	262.90
08/15	08/13/2015	94907	582	RAY MORGAN CO INC	P/D COPIER 9/15	981039	2	1000-421-10-44	RENT & LEASES EQUIP & VEHI	132.43	132.43

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 981039:										395.33	395.33
08/15	08/13/2015	94908	592	REYNOLDS & RAYMOND	REFRIGERATION	10229	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	142.26	142.26
Total 10229:										142.26	142.26
08/15	08/13/2015	94909	8224		REFUND GAS DEPOSIT	10435950030	1	7401-2228-000	DEPOSITS-CUSTOMER	112.01	112.01
Total 10435950030:										112.01	112.01
08/15	08/13/2015	94910	8028		REIM EDUCATIONAL EXPENSE	080715	1	7620-430-10-45	TRAVEL	1,706.87	1,706.87
Total 080715:										1,706.87	1,706.87
08/15	08/13/2015	94911	1479	SIERRA BROADCASTING	G/C GRILLS GONE WILD	15070174	1	7530-451-54-45	ADVERTISING	395.00	395.00
Total 15070174:										395.00	395.00
08/15	08/13/2015	94912	1076	SIERRA COFFEE AND BE	P/W WATER SERVICE 08/05/15	44266	1	7620-430-10-46	SUPPLIES-GENERAL	20.15	20.15
Total 44266:										20.15	20.15
08/15	08/13/2015	94913	969	SIERRA PACIFIC TURF S	FERTILIZER	0458602	1	7530-451-52-46	SUPPLIES-GENERAL	106.82	106.82
Total 0458602:										106.82	106.82
08/15	08/13/2015	94914	1270	SILVER STATE BARRICA	PISTON ROD	81072	1	2007-431-20-44	REPAIR AND MAINTENANCE-MI	409.00	409.00
Total 81072:										409.00	409.00
08/15	08/13/2015	94915	1265	SUSANVILLE PAINT CEN	STRIPING PAINT	22529	1	2007-431-20-46	SUPPLIES-GENERAL	40.41	40.41
Total 22529:										40.41	40.41
08/15	08/13/2015	94916	966	TURF STAR, INC.	STEERING CYLINDER	690279800	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	728.25	728.25
Total 690279800:										728.25	728.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/13/2015	94916	966	TURF STAR, INC.	GREASABLE, ROLLER	690550400	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	767.34	767.34
Total 690550400:										767.34	767.34
08/15	08/13/2015	94916	966	TURF STAR, INC.	FERTILIZER	690681401	1	7530-451-52-46	SUPPLIES-GENERAL	441.59	441.59
Total 690681401:										441.59	441.59
08/15	08/13/2015	94916	966	TURF STAR, INC.	ADAPTER, FLANGE	690737200	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	35.50	35.50
Total 690737200:										35.50	35.50
08/15	08/13/2015	94917	770	WESTERN NEVADA SUP	PLUGS, COUPLINGS, ELLS	66324429	1	7401-430-62-46	SUPPLIES-GENERAL	885.24	885.24
Total 66324429:										885.24	885.24
08/15	08/13/2015	94917	770	WESTERN NEVADA SUP	SWITCH	66324443	1	7401-430-62-46	SUPPLIES-GENERAL	7.00	7.00
Total 66324443:										7.00	7.00
08/15	08/13/2015	94917	770	WESTERN NEVADA SUP	IGNITOR, VALVES	66325290	1	7401-430-62-46	SUPPLIES-GENERAL	375.65	375.65
Total 66325290:										375.65	375.65
08/15	08/13/2015	94917	770	WESTERN NEVADA SUP	SPARK ING	66325306	1	7401-430-62-46	SUPPLIES-GENERAL	47.87	47.87
Total 66325306:										47.87	47.87
08/15	08/13/2015	94917	770	WESTERN NEVADA SUP	CONCRETE BOX	66329356	1	7110-430-42-46	SUPPLIES-GENERAL	124.10	124.10
Total 66329356:										124.10	124.10
08/15	08/13/2015	94917	770	WESTERN NEVADA SUP	CONCRETE BOX	66331276	1	7110-430-42-46	SUPPLIES-GENERAL	52.46	52.46
Total 66331276:										52.46	52.46
08/15	08/13/2015	94918	7362		REIM BAR SALES 080715	080715	1	7530-2205-008	RESTAURANT BAR SALES TO V	161.09	161.09

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 080715:										161.09	161.09
Grand Totals:										195,145.72	195,145.72

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

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/18/2015	94920	1503	DSA SACRAMENTO REGI	REHAB SC1 PLAN/FIELD FEE	AUGUST 04-15	1	2007-431-31-48	TAXES, FEES, PERMITS & CHA	3,415.00	3,415.00
Total AUGUST 04-15:										3,415.00	3,415.00
08/15	08/18/2015	94921	728	U S POSTMASTER	WATER BILLING POSTAGE	081815	1	7110-430-42-46	POSTAGE	774.34	774.34
08/15	08/18/2015	94921	728	U S POSTMASTER	GAS BILLING POSTAGE	081815	2	7401-430-62-46	POSTAGE	398.90	398.90
Total 081815:										1,173.24	1,173.24
Grand Totals:										4,588.24	4,588.24

Report Criteria:
Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
08/14/2015	CDPT	08/19/2015	412	CITY OF SUSANVILLE PA	1	7650-2203-1	6,861.23-
08/14/2015	CDPT	08/19/2015	412	CITY OF SUSANVILLE PA	1	7650-2203-1	6,861.23-
08/14/2015	CDPT	08/19/2015	412	CITY OF SUSANVILLE PA	1	7650-2203-1	2,258.33-
08/14/2015	CDPT	08/19/2015	412	CITY OF SUSANVILLE PA	1	7650-2203-1	2,258.33-
08/14/2015	CDPT	08/19/2015	412	CITY OF SUSANVILLE PA	1	7650-2203-1	17,539.38-
08/14/2015	CDPT	08/19/2015	413	EMPLOYMENT DEV. DEP	6	7650-2203-1	5,238.13-
08/14/2015	CDPT	08/19/2015	414	EMPLOYMENT DEV DEP	7	7650-2203-1	1,309.23-
08/14/2015	CDPT	08/19/2015	414	EMPLOYMENT DEV DEP	7	7650-2203-1	30.00-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	706.86
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	6,783.05-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	2,526.68-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	3,207.00-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	1,956.74-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	153.96-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	79.56-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	98.54-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	767.29-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	765.68-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	1,008.86-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	978.42-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	301.27-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	292.18-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	15.00-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	4,474.00-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	923.25-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	2,442.30-
08/14/2015	CDPT	08/18/2015	415	P.E.R.S.	8	7650-2203-1	32.00-
07/31/2015	CDPT	08/19/2015	417	LABORERS TRUST FUND	9	7650-2203-1	949.50-
08/14/2015	CDPT	08/19/2015	417	LABORERS TRUST FUND	9	7650-2203-1	1,049.50-
08/14/2015	CDPT	08/19/2015	417	LABORERS TRUST FUND	9	7650-2203-1	67,352.00-
08/14/2015	CDPT	08/19/2015	417	LABORERS TRUST FUND	9	7650-2203-1	25.00-
07/31/2015	CDPT	08/19/2015	94934	AFLAC	14	8403-2239-0	490.55-
07/31/2015	CDPT	08/19/2015	94934	AFLAC	14	7650-2203-0	132.85-
08/14/2015	CDPT	08/19/2015	94934	AFLAC	14	8403-2239-0	490.55-
08/14/2015	CDPT	08/19/2015	94934	AFLAC	14	7650-2203-0	132.85-
08/14/2015	CDPT	08/19/2015	94935	BECKY R. CALLISON	40	7650-2203-0	348.46-
08/14/2015	CDPT	08/19/2015	94936	CA STATE DISBURSEME	35	7650-2203-0	155.07-
08/14/2015	CDPT	08/19/2015	94937	CA STATE DISBURSEME	36	7650-2203-0	103.84-
08/14/2015	CDPT	08/19/2015	94938	CA STATE DISBURSEME	37	7650-2203-0	69.23-
07/31/2015	CDPT	08/19/2015	94939	GOLDEN ONE CREDIT U	12	7650-2203-0	513.50-
08/14/2015	CDPT	08/19/2015	94939	GOLDEN ONE CREDIT U	12	7650-2203-0	434.50-
08/14/2015	CDPT	08/19/2015	94940	JEFFERSON PILOT FINA	22	7650-2203-1	30.75-
08/14/2015	CDPT	08/19/2015	94940	JEFFERSON PILOT FINA	22	7650-2203-1	152.32-
08/14/2015	CDPT	08/19/2015	94940	JEFFERSON PILOT FINA	22	7650-2203-1	164.00-
08/14/2015	CDPT	08/19/2015	94941	NATIONWIDE RETIREME	5	7650-2203-0	695.00-
07/31/2015	CDPT	08/19/2015	94942	NEW IMAGE RACQUETB	30	7650-2203-0	127.50-
08/14/2015	CDPT	08/19/2015	94942	NEW IMAGE RACQUETB	30	7650-2203-0	127.50-
07/31/2015	CDPT	08/19/2015	94943	OPERATING ENGINEERS	11	7650-2203-0	697.00-
08/14/2015	CDPT	08/19/2015	94943	OPERATING ENGINEERS	11	7650-2203-0	697.00-
07/31/2015	CDPT	08/19/2015	94944	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.96-
08/14/2015	CDPT	08/19/2015	94944	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.94-
07/31/2015	CDPT	08/19/2015	94945	UPEC, LOCAL 792	10	7650-2203-1	21.25-
08/14/2015	CDPT	08/19/2015	94945	UPEC, LOCAL 792	10	7650-2203-1	21.25-
08/14/2015	CDPT	08/19/2015	94945	UPEC, LOCAL 792	10	7650-2203-1	1,997.50-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
08/14/2015	CDPT	08/19/2015	94946	VALIC	4	7650-2203-0	1,988.78-
08/14/2015	CDPT	08/19/2015	94947	VANTAGEPOINT TRANS.	3	7650-2203-0	62.00-
Grand Totals:			56				147,515.93-

Report Criteria:
Transmittal checks included

Report Criteria:
Report type: GL detail
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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/21/2015	94948	21	AIRGAS USA, LLC	CHLORINE	9042173840	1	7110-430-42-46	SUPPLIES-GENERAL	373.89	373.89
Total 9042173840:										373.89	373.89
08/15	08/21/2015	94948	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9929121413	1	7401-430-62-46	SUPPLIES-GENERAL	41.54	41.54
08/15	08/21/2015	94948	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9929121413	2	7110-430-42-46	SUPPLIES-GENERAL	72.23	72.23
08/15	08/21/2015	94948	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9929121413	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	104.26	104.26
08/15	08/21/2015	94948	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9929121413	4	7110-430-42-44	REPAIR AND MAINTENANCE-V	78.44	78.44
08/15	08/21/2015	94948	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9929121413	5	2007-431-20-44	REPAIR AND MAINTENANCE-V	60.90	60.90
Total 9929121413:										357.37	357.37
08/15	08/21/2015	94949	1233		REIM DRINKS & SNACKS G/C	082015	1	7530-451-55-46	SUPPLIES - GENERAL	232.96	232.96
Total 082015:										232.96	232.96
08/15	08/21/2015	94950	1269	THE ANTIGUA GROUP IN	SHIRTS	004220222	1	7530-1410-007	INVENTORIES - GOODS SOLD	901.51	901.51
Total 004220222:										901.51	901.51
08/15	08/21/2015	94950	1269	THE ANTIGUA GROUP IN	SHIRTS	004220977	1	7530-1410-007	INVENTORIES - GOODS SOLD	901.51	901.51
Total 004220977:										901.51	901.51
08/15	08/21/2015	94950	1269	THE ANTIGUA GROUP IN	SENT TWO SHIPMENTS CREDI	005030664	1	7530-1410-007	INVENTORIES - GOODS SOLD	270.45-	270.45-
Total 005030664:										270.45-	270.45-
08/15	08/21/2015	94951	1318	APPLIED CONCEPTS INC	RADIO MOUNTING	274459	1	2030-421-10-47	MACHINERY & EQUIPMENT	3,041.83	3,041.83
Total 274459:										3,041.83	3,041.83
08/15	08/21/2015	94952	44	ARAMARK UNIFORM SE	GAS UNIFORMS 08/13/15	5063979153	1	7401-430-62-44	LINEN SERVICES	73.42	73.42

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 5063979153:										73.42	73.42
08/15	08/21/2015	94952	44	ARAMARK UNIFORM SE	STREETS UNIFORMS 08/13/15	5063979154	1	7620-430-10-44	LINEN SERVICE	27.87	27.87
08/15	08/21/2015	94952	44	ARAMARK UNIFORM SE	STREETS UNIFORMS 08/13/15	5063979154	2	2007-431-20-44	LINEN SERVICE	32.03	32.03
Total 5063979154:										59.90	59.90
08/15	08/21/2015	94952	44	ARAMARK UNIFORM SE	WATER UNIFORMS 08/13/15	5063979156	1	7110-430-42-44	LINEN SERVICE	63.21	63.21
Total 5063979156:										63.21	63.21
08/15	08/21/2015	94953	1231	ASBURY ENVIRONMENT	PARTS WASHER WASTE	130517101	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	43.37	43.37
08/15	08/21/2015	94953	1231	ASBURY ENVIRONMENT	PARTS WASHER WASTE	130517101	2	2007-431-20-44	REPAIR AND MAINTENANCE-V	57.65	57.65
08/15	08/21/2015	94953	1231	ASBURY ENVIRONMENT	PARTS WASHER WASTE	130517101	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	33.67	33.67
Total 130517101:										134.69	134.69
08/15	08/21/2015	94954	68	BECKWITH MD, DAVID R	DMV PHYSICAL	081715	1	1000-416-10-43	PROFESSIONAL SVCS	180.00	180.00
Total 081715:										180.00	180.00
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	SAW	305007	1	2007-431-20-46	SUPPLIES-GENERAL	193.49	193.49
Total 305007:										193.49	193.49
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	SINGLE KEY CUT	321078	1	2007-431-20-46	SUPPLIES-GENERAL	3.27	3.27
Total 321078:										3.27	3.27
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	BAG SAND	321506	1	2007-431-20-46	SUPPLIES-GENERAL	54.14	54.14
Total 321506:										54.14	54.14
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	NIPPLE, COUPLING, PIPE	334911	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	7.02	7.02
Total 334911:										7.02	7.02
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	BLEACH	335042	1	1000-452-20-46	SUPPLIES-GENERAL	7.79	7.79

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Total 335042:										7.79	7.79
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	TRIMLINE	335606	1	1000-452-20-46	SUPPLIES-GENERAL	22.24	22.24
Total 335606:										22.24	22.24
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	GLOVES	335774	1	7401-430-62-46	SUPPLIES-GENERAL	17.89	17.89
Total 335774:										17.89	17.89
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	FASTENERS	335932	1	7401-430-62-46	SUPPLIES-GENERAL	1.98	1.98
Total 335932:										1.98	1.98
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	PIPE, COUPLING, TEES	336138	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	40.25	40.25
Total 336138:										40.25	40.25
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	TRASH BAGS	336156	1	2007-431-20-46	SUPPLIES-GENERAL	14.50	14.50
Total 336156:										14.50	14.50
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	GASKET KIT	336523	1	1000-452-20-46	SUPPLIES-GENERAL	4.34	4.34
Total 336523:										4.34	4.34
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	LEVER ENTRY	336544	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	67.71	67.71
Total 336544:										67.71	67.71
08/15	08/21/2015	94955	76	BILLINGTON ACE HARD	DRILL BIT, FASTENERS	336599	1	2007-431-20-46	SUPPLIES-SMALL TOOLS	4.92	4.92
Total 336599:										4.92	4.92
08/15	08/21/2015	94956	7622		TR EX SACRAMENTO 08/30/15	081115	1	1000-421-10-45	TRAINING	213.50	213.50
Total 081115:										213.50	213.50

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08/15	08/21/2015	94957	116	CASHMAN EQUIPMENT	TIP LONG, RETAINER	2329450	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	67.31	67.31
Total 2329450:										67.31	67.31
08/15	08/21/2015	94957	116	CASHMAN EQUIPMENT	LEVER	2330083	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	89.80	89.80
Total 2330083:										89.80	89.80
08/15	08/21/2015	94958	1358	CLASSIC GOLF CAR INC.	SER CALL MOUNTING PLATE	00030871	1	7530-451-56-44	REPAIR & MAINTENANCE MISC	167.88	167.88
Total 00030871:										167.88	167.88
08/15	08/21/2015	94959	161	CSK AUTO INC	PIGTAIL	2740381297	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	2.89	2.89
Total 2740381297:										2.89	2.89
08/15	08/21/2015	94959	161	CSK AUTO INC	REAR VIEW	2740381428	1	7620-430-10-44	REPAIR AND MAINTENANCE-V	16.11	16.11
Total 2740381428:										16.11	16.11
08/15	08/21/2015	94959	161	CSK AUTO INC	MIRROR	2740381510	1	7620-430-10-44	REPAIR AND MAINTENANCE-V	4.07	4.07
Total 2740381510:										4.07	4.07
08/15	08/21/2015	94959	161	CSK AUTO INC	AIR FILTER, FUEL FILTER, OIL	2740381663	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	88.75	88.75
Total 2740381663:										88.75	88.75
08/15	08/21/2015	94960	173	DATCO SERVICES	SUBSTANCE TEST -	29081079	1	1000-416-10-43	TECHNICAL SVCS	109.00	109.00
Total 29081079:										109.00	109.00
08/15	08/21/2015	94961	184	DEPARTMENT OF JUSTI	FINGERPRINTS - APPS	113154	1	1000-416-10-45	FINGERPRINTING SERVICES	32.00	32.00
Total 113154:										32.00	32.00
08/15	08/21/2015	94962	194	DIAMOND SAW SHOP IN	SPARK PLUGS, OIL	13969	1	2007-431-20-44	REPAIR AND MAINTENANCE-MI	57.90	57.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 13969:										57.90	57.90
08/15	08/21/2015	94962	194	DIAMOND SAW SHOP IN	AIR FILTER, SPARK PLUG	13982	1	2007-431-20-44	REPAIR AND MAINTENANCE-MI	38.32	38.32
Total 13982:										38.32	38.32
08/15	08/21/2015	94963	198	DITCH WITCH EQUIPMEN	SPROCKET, ROLLER PIN, SCR	217123	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	769.41	769.41
Total 217123:										769.41	769.41
08/15	08/21/2015	94963	198	DITCH WITCH EQUIPMEN	JOINT LUBE, BRUSH	217885	1	7401-430-62-46	SUPPLIES-GENERAL	115.86	115.86
Total 217885:										115.86	115.86
08/15	08/21/2015	94964	1503	DSA SACRAMENTO REGI	REHAB SC PLAN/FIELD FEE	080415	1	2007-431-30-48	TAXES, FEES PERMITS & CHAR	3,657.50	3,657.50
Total 080415:										3,657.50	3,657.50
08/15	08/21/2015	94965	216	EAA CHAPTER 794 INC.	1/2 AIR FAIR INSURANCE 2015	AAPN11233120001	1	7630-411-40-45	INS.AIRPORT AIR SHOW	436.00	436.00
Total AAPN11233120001:										436.00	436.00
08/15	08/21/2015	94966	238	FASTENAL COMPANY	RUSTO PAINT	66498	1	2007-431-20-46	SUPPLIES-GENERAL	10.17	10.17
Total 66498:										10.17	10.17
08/15	08/21/2015	94966	238	FASTENAL COMPANY	HACK BLADE	66586	1	1000-452-20-46	SUPPLIES-GENERAL	9.64	9.64
Total 66586:										9.64	9.64
08/15	08/21/2015	94967	241	FEATHER PUBLISHING C	BATTALION CHIEF AD	01126065	1	1000-416-10-45	ADVERTISING	72.00	72.00
Total 01126065:										72.00	72.00
08/15	08/21/2015	94967	241	FEATHER PUBLISHING C	CCR WATER QUALITY REPORT	080415	1	7110-430-42-45	ADVERTISING	71.25	71.25
Total 080415:										71.25	71.25

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08/15	08/21/2015	94968	7918		REFUND WATER DEPOSIT	10518150003	3	7110-2228-000	DEPOSITS-CUSTOMER	51.22	51.22
Total 10518150003:										51.22	51.22
08/15	08/21/2015	94969	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	575599A	1	7110-430-42-43	TECHNICAL SVCS	85.00	85.00
Total 575599A:										85.00	85.00
08/15	08/21/2015	94969	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	575600A	1	7530-451-50-43	TECHNICAL SVCS	27.00	27.00
Total 575600A:										27.00	27.00
08/15	08/21/2015	94970	257	FOREST OFFICE EQUIP	STAPLE CARTRIDGE	10610	1	7620-430-10-46	SUPPLIES-GENERAL	20.59	20.59
Total 10610:										20.59	20.59
08/15	08/21/2015	94970	257	FOREST OFFICE EQUIP	COPIES - KYOCERA COPIER 7/	CC6690	1	7620-430-10-46	SUPPLIES-GENERAL	3,620.95	3,620.95
Total CC6690:										3,620.95	3,620.95
08/15	08/21/2015	94971	265	FRONTIER	257-1041 P/W ADMIN	1041 080515	1	7620-430-10-45	COMMUNICATIONS	297.63	297.63
Total 1041 080515:										297.63	297.63
08/15	08/21/2015	94971	265	FRONTIER	257-1051 P/W STREETS	1051 080515	1	7620-430-10-45	COMMUNICATIONS	37.45	37.45
Total 1051 080515:										37.45	37.45
08/15	08/21/2015	94971	265	FRONTIER	257-1182 NAT GAS TELEMETRY	1182 081015	1	7401-430-62-45	COMMUNICATIONS	34.88	34.88
Total 1182 081015:										34.88	34.88
08/15	08/21/2015	94971	265	FRONTIER	252-1182 WATER SCADA	21182 081015	1	7110-430-42-45	COMMUNICATIONS	321.43	321.43
Total 21182 081015:										321.43	321.43
08/15	08/21/2015	94971	265	FRONTIER	252-4247 LASSEN CO AIR POLL	24247 081015	1	7620-430-10-45	COMMUNICATIONS	162.03	162.03

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Total 24247 081015:										162.03	162.03
08/15	08/21/2015	94971	265	FRONTIER	257-3292 MUSEUM	3292 081015	1	1000-451-80-45	COMMUNICATION	112.27	112.27
Total 3292 081015:										112.27	112.27
08/15	08/21/2015	94971	265	FRONTIER	257-5603 POLICE	5603 081015	1	1000-421-10-45	COMMUNICATIONS	970.12	970.12
Total 5603 081015:										970.12	970.12
08/15	08/21/2015	94972	7398		REFUND GAS DEPOSIT	10320200031	1	7401-2228-000	DEPOSITS-CUSTOMER	184.52	184.52
Total 10320200031:										184.52	184.52
08/15	08/21/2015	94973	6010		REFUND WATER DEPOSIT	10304350020	1	7110-2228-000	DEPOSITS-CUSTOMER	24.29	24.29
08/15	08/21/2015	94973	6010		REFUND GAS DEPOSIT	10304350020	2	7401-2228-000	DEPOSITS-CUSTOMER	200.00	200.00
Total 10304350020:										224.29	224.29
08/15	08/21/2015	94974	288		REIMBURSE HEALTH INS - SIC	081715	1	7610-2229-002	RETIREE SICK LEAVE BANK PA	409.50	409.50
Total 081715:										409.50	409.50
08/15	08/21/2015	94975	328	INDEPENDENT BUSINES	LASER A/P CHECKS	30574	1	1000-415-10-46	SUPPLIES-GENERAL	499.22	499.22
Total 30574:										499.22	499.22
08/15	08/21/2015	94976	1075	INDEPENDENT ELECTRI	RISER, METER VALVE	S102402508001	1	7401-430-63-47	MACHINERY & EQUIPMENT	425.37	425.37
Total S102402508001:										425.37	425.37
08/15	08/21/2015	94977	374	L N CURTIS & SONS	35 SCBA'S, 3 MASKS, 1 FACE PI	136106100	1	1000-422-23-47	MACHINERY AND EQUIPMENT	196,089.80	196,089.80
Total 136106100:										196,089.80	196,089.80
08/15	08/21/2015	94978	411	LASSEN MOTOR PARTS	HYDRAULIC OIL	225342	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	45.41	45.41

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Total 225342:										45.41	45.41
08/15	08/21/2015	94978	411	LASSEN MOTOR PARTS	AIR FILTER	227321	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	61.92	61.92
Total 227321:										61.92	61.92
08/15	08/21/2015	94978	411	LASSEN MOTOR PARTS	SPARK PLUGS, WIRE SET	228230	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	84.98	84.98
Total 228230:										84.98	84.98
08/15	08/21/2015	94978	411	LASSEN MOTOR PARTS	BATTERY, CORE DEPOSIT	229101	1	7620-430-10-44	REPAIR AND MAINTENANCE-V	187.38	187.38
Total 229101:										187.38	187.38
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	749561	1	1000-452-20-44	DISPOSAL	5.00	5.00
Total 749561:										5.00	5.00
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	750605	1	2007-431-20-44	DISPOSAL	1.26	1.26
Total 750605:										1.26	1.26
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	750636	1	2007-431-20-44	DISPOSAL	4.14	4.14
Total 750636:										4.14	4.14
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	750650	1	2007-431-20-44	DISPOSAL	14.58	14.58
Total 750650:										14.58	14.58
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	750667	1	2007-431-20-44	DISPOSAL	9.81	9.81
Total 750667:										9.81	9.81
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	750676	1	2007-431-20-44	DISPOSAL	14.49	14.49
Total 750676:										14.49	14.49

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	750691	1	2007-431-20-44	DISPOSAL	11.88	11.88
Total 750691:										11.88	11.88
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	750712	1	2007-431-20-44	DISPOSAL	6.48	6.48
Total 750712:										6.48	6.48
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	751383	1	2007-431-20-44	DISPOSAL	12.24	12.24
Total 751383:										12.24	12.24
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	751392	1	2007-431-20-44	DISPOSAL	9.81	9.81
Total 751392:										9.81	9.81
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	751408	1	2007-431-20-44	DISPOSAL	11.52	11.52
Total 751408:										11.52	11.52
08/15	08/21/2015	94979	412	LASSEN REGIONAL SOLI	DUMP FEES	751418	1	2007-431-20-44	DISPOSAL	11.79	11.79
Total 751418:										11.79	11.79
08/15	08/21/2015	94980	413	LASSEN TIRE	4 BAL/DISMOUNT/MOUNT #86	46651	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	625.32	625.32
Total 46651:										625.32	625.32
08/15	08/21/2015	94980	413	LASSEN TIRE	4 BAL/DISMOUNT/MOUNT #80	46677	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	550.41	550.41
Total 46677:										550.41	550.41
08/15	08/21/2015	94980	413	LASSEN TIRE	1 FLAT REPAIR #93	46697	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	20.00	20.00
Total 46697:										20.00	20.00
08/15	08/21/2015	94981	432	LEXIS NEXIS	ELECTRONIC A/P LIBRARY SVC	1507208176	1	1000-412-10-48	DUES AND MEMBERSHIPS	143.82	143.82

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Total 1507208176:										143.82	143.82
08/15	08/21/2015	94982	437	LMUD	SKYLINE DR WELL 4	29931 081215	1	7110-430-42-46	ELECTRICITY	215.04	215.04
Total 29931 081215:										215.04	215.04
08/15	08/21/2015	94982	437	LMUD	GLENN DR & CHERRY TR - SCA	44298 081215	1	7110-430-42-46	ELECTRICITY	17.79	17.79
Total 44298 081215:										17.79	17.79
08/15	08/21/2015	94982	437	LMUD	PAIUTE LN SCADA	44316 081215	1	7110-430-42-46	ELECTRICITY	15.82	15.82
Total 44316 081215:										15.82	15.82
08/15	08/21/2015	94982	437	LMUD	BAGWELL SPRINGS - SCADA	45542 081215	1	7110-430-42-46	ELECTRICITY	44.58	44.58
Total 45542 081215:										44.58	44.58
08/15	08/21/2015	94983	467	METER VALVE & CONTR	COVERS FOR GAS METER	9514	1	7401-430-62-46	SUPPLIES-GENERAL	51.77	51.77
Total 9514:										51.77	51.77
08/15	08/21/2015	94983	467	METER VALVE & CONTR	GAS METER, ERT	9527	1	7401-430-63-46	SUPPLIES GENERAL	2,087.10	2,087.10
Total 9527:										2,087.10	2,087.10
08/15	08/21/2015	94983	467	METER VALVE & CONTR	GAS METER, ERT	9528	1	7401-430-63-46	SUPPLIES GENERAL	2,165.19	2,165.19
Total 9528:										2,165.19	2,165.19
08/15	08/21/2015	94983	467	METER VALVE & CONTR	REGULATOR	9543	1	7401-430-62-46	SUPPLIES-GENERAL	154.41	154.41
Total 9543:										154.41	154.41
08/15	08/21/2015	94983	467	METER VALVE & CONTR	REPLACEMENT METER GAS DI	9591	1	7401-430-63-47	MACHINERY & EQUIPMENT	3,545.75	3,545.75
Total 9591:										3,545.75	3,545.75

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08/15	08/21/2015	94984	481	MISSION LINEN & UNIFO	WATER LINEN SER 08/04/15	500647701	1	7110-430-42-44	LINEN SERVICE	58.83	58.83
Total 500647701:										58.83	58.83
08/15	08/21/2015	94984	481	MISSION LINEN & UNIFO	STREET LINEN SER 08/04/15	500647702	1	2007-431-20-44	LINEN SERVICE	13.35	13.35
Total 500647702:										13.35	13.35
08/15	08/21/2015	94984	481	MISSION LINEN & UNIFO	720 SOUTH ST 8/04/15	500647703	1	7620-430-10-44	LINEN SERVICE	61.53	61.53
Total 500647703:										61.53	61.53
08/15	08/21/2015	94984	481	MISSION LINEN & UNIFO	GAS LINEN SER 8/04/15	500647705	1	7401-430-62-44	LINEN SERVICES	77.72	77.72
Total 500647705:										77.72	77.72
08/15	08/21/2015	94985	486		TR EX TEMPE, AZ 08/24/15	080615	1	7401-430-62-45	TRAVEL	248.50	248.50
Total 080615:										248.50	248.50
08/15	08/21/2015	94986	931		TR EX 08/24/15 TEMPE, AZ	080615	1	7401-430-62-45	TRAVEL	248.50	248.50
Total 080615:										248.50	248.50
08/15	08/21/2015	94987	527	NORTHWEST INSURANC	AIRPORT LIABILITY INSURANC	12967	1	7630-411-40-45	INSUR.AIRPORT OWNER OPER	4,682.00	4,682.00
08/15	08/21/2015	94987	527	NORTHWEST INSURANC	PROPERTY INSURANCE 7/15-7/	12967	2	7630-411-40-45	INSUR.AIRPORT HANGARS	3,488.00	3,488.00
Total 12967:										8,170.00	8,170.00
08/15	08/21/2015	94988	546	PAYLESS BUILDING SUP	CONCRETE	2470188	1	2007-431-20-46	SUPPLIES-GENERAL	8.06	8.06
Total 2470188:										8.06	8.06
08/15	08/21/2015	94989	563	POULSEN WELDING SHO	PLASTIC PIPE REPAIR	5706	1	7110-430-42-46	SUPPLIES-SMALL TOOLS	84.73	84.73
08/15	08/21/2015	94989	563	POULSEN WELDING SHO	PLASTIC PIPE REPAIR	5706	2	7401-430-62-46	SUPPLIES-SMALL TOOLS	84.73	84.73
Total 5706:										169.46	169.46
08/15	08/21/2015	94990	1076	SIERRA COFFEE AND BE	CITY HALL SERVICE 08/12/2015	44400	1	1000-417-10-46	SUPPLIES-GENERAL	27.40	27.40

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Total 44400:										27.40	27.40
08/15	08/21/2015	94990	1076	SIERRA COFFEE AND BE	P/W WATER SERVICE 08/19/15	44420	1	7620-430-10-46	SUPPLIES-GENERAL	14.50	14.50
Total 44420:										14.50	14.50
08/15	08/21/2015	94991	1270	SILVER STATE BARRICA	GLASS BEADS, STENCIL, BUMP	81187	1	2007-431-20-46	SUPPLIES-GENERAL	700.54	700.54
Total 81187:										700.54	700.54
08/15	08/21/2015	94991	1270	SILVER STATE BARRICA	PARKING STENCIL	81403	1	2007-431-20-46	SUPPLIES-GENERAL	299.18	299.18
Total 81403:										299.18	299.18
08/15	08/21/2015	94992	660	STATE WATER RESOUR	PERMIT FOR DRINKING WATER	081915	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	500.00	500.00
Total 081915:										500.00	500.00
08/15	08/21/2015	94993	1265	SUSANVILLE PAINT CEN	YELLOW PAINT	22785	1	2007-431-20-46	SUPPLIES-GENERAL	13.24	13.24
Total 22785:										13.24	13.24
08/15	08/21/2015	94994	1141	THOMPSON GARAGE DO	SERVICE CALL DOOR 1	77191	1	7401-430-62-44	REPAIR AND MAINTENANCE-F	582.23	582.23
08/15	08/21/2015	94994	1141	THOMPSON GARAGE DO	SERVICE CALL DOOR 1	77191	2	7110-430-42-44	REPAIR AND MAINTENANCE-F	582.23	582.23
08/15	08/21/2015	94994	1141	THOMPSON GARAGE DO	SERVICE CALL DOOR 1	77191	3	2007-431-20-44	REPAIR AND MAINTENANCE-MI	582.22	582.22
Total 77191:										1,746.68	1,746.68
08/15	08/21/2015	94995	712	TNS TRUCKING CO	7 SACK	1827	1	7110-430-42-46	SUPPLIES-GENERAL	171.33	171.33
Total 1827:										171.33	171.33
08/15	08/21/2015	94995	712	TNS TRUCKING CO	TRANSFER CON SAND	1837	1	7401-430-62-46	SUPPLIES-GENERAL	176.66	176.66
08/15	08/21/2015	94995	712	TNS TRUCKING CO	TRANSFER CON SAND	1837	2	2007-431-20-46	SUPPLIES-GENERAL	176.66	176.66
08/15	08/21/2015	94995	712	TNS TRUCKING CO	TRANSFER CON SAND	1837	3	7110-430-42-46	SUPPLIES-GENERAL	176.66	176.66
Total 1837:										529.98	529.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/21/2015	94996	530	U.S. BANK EQUIPMENT F	COPIER - CITY HALL UP AND D	284374303	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	435.78	435.78
08/15	08/21/2015	94996	530	U.S. BANK EQUIPMENT F	COPIER - POLICE 08/15	284374303	2	1000-421-10-44	RENT & LEASES EQUIP & VEHI	435.78	435.78
Total 284374303:										871.56	871.56
08/15	08/21/2015	94997	737	UNITED RENTALS INC	SAFETY TRAINING CLASS	130259202001	1	7620-430-10-43	TECHNICAL SVCS	525.00	525.00
08/15	08/21/2015	94997	737	UNITED RENTALS INC	SAFETY TRAINING CLASS	130259202001	2	2007-431-20-43	TECHNICAL SVCS	700.00	700.00
08/15	08/21/2015	94997	737	UNITED RENTALS INC	SAFETY TRAINING CLASS	130259202001	3	7401-430-62-43	TECHNICAL SVCS	1,225.00	1,225.00
08/15	08/21/2015	94997	737	UNITED RENTALS INC	SAFETY TRAINING CLASS	130259202001	4	7110-430-42-43	TECHNICAL SVCS	875.00	875.00
08/15	08/21/2015	94997	737	UNITED RENTALS INC	SAFETY TRAINING CLASS	130259202001	5	7401-430-62-45	TRAVEL	175.00	175.00
Total 130259202001:										3,500.00	3,500.00
08/15	08/21/2015	94998	738	UNITED STATES POSTAL	POSTAGE FOR POSTAGE MET	082015	1	1000-1410-002	INVENTORIES-POSTAGE	2,000.00	2,000.00
Total 082015:										2,000.00	2,000.00
08/15	08/21/2015	94999	742	UPS STORE, THE	SHIPPING FOR P/W	1188	1	7401-430-62-46	POSTAGE	53.88	53.88
Total 1188:										53.88	53.88
08/15	08/21/2015	95000	1398	WAGE WORKS	MONTHLY ADMIN FEE	125AI0412605	1	8403-2239-002	SECTION 125 - CITY	50.00	50.00
Total 125AI0412605:										50.00	50.00
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	COUPLING	66296948	1	7110-430-42-46	SUPPLIES-GENERAL	96.32	96.32
Total 66296948:										96.32	96.32
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	TOOL REPAIR SAWZALL	66301832	1	7110-430-42-46	SUPPLIES-SMALL TOOLS	134.38	134.38
Total 66301832:										134.38	134.38
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	NIPPLES	66320952	1	7401-430-62-46	SUPPLIES-GENERAL	331.44	331.44
Total 66320952:										331.44	331.44
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	PIPE	66327538	1	7401-430-62-46	SUPPLIES-GENERAL	171.57	171.57

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 66327538:										171.57	171.57
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	BATTERY PACK	66327777	1	7401-430-62-46	SUPPLIES-GENERAL	170.57	170.57
Total 66327777:										170.57	170.57
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	ELLS	66327780	1	7401-430-62-46	SUPPLIES-GENERAL	91.81	91.81
Total 66327780:										91.81	91.81
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	COUPL	66331859	1	7110-430-42-46	SUPPLIES-GENERAL	256.18	256.18
Total 66331859:										256.18	256.18
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	PAL NUT	6633338	1	7401-430-62-46	SUPPLIES-GENERAL	40.16	40.16
Total 6633338:										40.16	40.16
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	REPAIR BAND	66339744	1	7110-430-42-46	SUPPLIES-GENERAL	133.67	133.67
Total 66339744:										133.67	133.67
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	NIPPLES	66340605	1	7110-430-42-46	SUPPLIES-GENERAL	28.32	28.32
Total 66340605:										28.32	28.32
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	PIPE TAPE	66341058	1	7110-430-42-46	SUPPLIES-GENERAL	61.51	61.51
Total 66341058:										61.51	61.51
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	PIPE TAPE	66342616	1	7110-430-42-46	SUPPLIES-GENERAL	38.10	38.10
Total 66342616:										38.10	38.10
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	TEFLON TAPE	66343235	1	7401-430-62-46	SUPPLIES-GENERAL	69.34	69.34
Total 66343235:										69.34	69.34

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/15	08/21/2015	95001	770	WESTERN NEVADA SUP	ROUNDUP	66350693	1	7110-430-42-46	SUPPLIES-GENERAL	104.19	104.19
Total 66350693:										104.19	104.19
08/15	08/21/2015	95002	7362		REIM BAR SALES 081315	081315	1	7530-2205-008	RESTAURANT BAR SALES TO V	58.32	58.32
Total 081315:										58.32	58.32
Grand Totals:										247,541.82	247,541.82

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

AGENDA ITEM NO. 6C

Reviewed by: ___ City Administrator
___ City Attorney

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

Submitted By: Deborah Savage, Finance Manager

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Monthly Finance Reports

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Attached for the Council's review is the cash and investment report and the summary report of revenues, expenditures and projected fund balances for the month of July 2015.

FISCAL IMPACT: None

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

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

POOLED CASH & INVESTMENTS

	July 31, 2015
POOLED CASH FUND	
Bank of America - Checking	404,433
LAIF	13,516,977
Total Cash & Investments	13,921,410
Accounts Payable	0
Claim on Cash	13,921,410

Pooled Cash Allocation:	
General	1,105,700
General Restricted	900,954
Special Revenue	1,816,145
Capital Projects	(129,156)
Debt Service	630,083
Enterprise	
Airport	145,735
Geothermal	307,817
Golf Course	10,656
Natural Gas	3,947,542
Water	4,245,452
Internal Service	237,904
Trust & Agency	702,579
Total Cash & Inv. Allocations	13,921,411

CASH WITH FISCAL AGENTS

	June 30, 2015
General	
Special Revenue	
Capital Projects	
Debt Service	150,010
Enterprise	2,446,571
Internal Service	
Trust & Agency	
Total Cash with Fiscal Agents	2,596,581
GRAND TOTAL	16,517,993

S:/Finance/Debi/Council Cash & Investments Report
8/24/2015 15:17
Totals may not add due to rounding

CITY OF SUSANVILLE
COMBINED CASH AND INVESTMENTS
JULY 31, 2015

COMBINED ACCOUNTS

9999-1011-001	B OF A # 08038-80200	404,433.36
9999-1030-001	LAIF	13,516,976.73
	TOTAL COMBINED CASH AND INVESTMENTS	13,921,410.09
9999-1000-000	CLAIM ON CASH	(13,921,410.09)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

RESTRICTED FUNDS

1001	ALLOCATION TO GF-DEPOSITS PAYABLE	75,855.34
1002	ALLOCATION TO GF-ECONOMIC DEVELOPMENT	3,427.57
1004	ALLOCATION TO GF-PANCERA	18,189.21
1005	ALLOCATION TO GF-RESERVE ACCOUNT	803,482.07
2002	ALLOCATION TO STATE COPS	1,490.42
2006	ALLOCATION TO SNOW REMOVAL	119,983.05
2007	ALLOCATION TO STREETS & HIGHWAYS	226,337.47
2010	ALLOCATION TO STREET MITIGATION	120,697.22
2011	ALLOCATION TO POLICE MITIGATION	39,601.82
2012	ALLOCATION TO FIRE MITIGATION	99,615.52
2013	ALLOCATION TO PARK DEDICATION FUND	170,238.56
2014	ALLOCATION TO STATE OF CA - PROP 30/AB 109	36,669.00
2016	ALLOCATION TO CDBG REVOLVING LOAN FUND	292,818.97
2017	ALLOCATION TO STATE ECONOMIC REV FD	259,675.83
2018	ALLOCATION TO HOME REVOLVING FUND	272,872.07
2030	ALLOCATION TO TRAFFIC SAFETY	72,379.81
2035	ALLOCATION TO PAUL BUNYAN/ASH STREET	96,265.99
2037	ALLOCATION TO SKYLINE BICYCLE LANE	7,499.20
3019	ALLOCATION TO STIP REHABILITATION PROJECT	(143,003.63)
4001	ALLOCATION TO MARK ROOS SERIES B/92	170,825.11
4003	ALLOCATION TO CITY HALL	63,626.90
4004	ALLOCATION TO 2013 CALPERS REFUNDING LOAN	395,630.90
7111	ALLOCATION TO WATER RATE STABILIZATION FUND	3,000,000.00
7114	ALLOCATION TO WATER CAPITAL IMPROVEMENTS	1,314,289.92
7402	ALLOCATION TO NATURAL GAS STABILIZATION FUND	1,807,075.00
7610	ALLOCATION TO OPEB	34,307.32
7630	ALLOCATION TO RISK MANAGEMENT FUND	(19,088.87)
7650	ALLOCATION TO PAYROLL	217,923.95
8401	ALLOCATION TO HUSA BUSINESS IMPROVE DIST	15,427.18
8402	ALLOCATION TO LAFCO	33,902.32
8403	ALLOCATION TO SEC 125 AFLAC	825.98
8404	ALLOCATION TO AIR POLLUTION	350,097.35
8405	ALLOCATION TO AIR POLLUTION-CARL MOYER	302,326.41
	ALLOCATIONS TO RESTRICTED FUNDS	10,261,264.96

UNRESTRICTED FUNDS

CITY OF SUSANVILLE
COMBINED CASH AND INVESTMENTS
JULY 31, 2015

1000	ALLOCATION TO GENERAL FUND	1,043,126.76
1006	ALLOCATION TO POLICE BUILDING MAINT/EQUIP	21,162.97
1007	ALLOCATION TO FIRE BUILDING MAINT/EQUIP FUND	20,447.12
1008	ALLOCATION TO ADMIN SVCS BUILDING/EQUIP FUND	20,962.93
3015	ALLOCATION TO CITY HALL PARKING LOT PROJECT	13,847.97
7110	ALLOCATION TO WATER SYSTEM	(75,205.82)
7112	ALLOCATION TO JOHNSTONVILLE WATER SYSTEM	6,367.67
7201	ALLOCATION TO AIRPORT	145,734.73
7301	ALLOCATION TO GEOTHERMAL UTILITY	307,816.25
7401	ALLOCATION TO NATURAL GAS	2,140,466.72
7530	ALLOCATION TO GOLF COURSE	10,656.20
7620	ALLOCATION TO PW ADMIN & ENGINEERING FUND	4,761.63
	ALLOCATIONS TO UNRESTRICTED FUNDS	3,660,145.13
	TOTAL ALLOCATIONS TO OTHER FUNDS	13,921,410.09
	ALLOCATION FROM COMBINED CASH FUND - 9999-1000-000	(13,921,410.09)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

RECEIPTS AND DISBURSEMENTS REPORT

Date	\/P Disbursement	Receipts	Balance
			$475,253.83
7/1/2015		$15,617.80	$490,871.63
7/1/2015		$381.68	$491,253.31
	-$671.64		$490,581.67
7/1/2015		$5,232.02	$495,813.69
7/1/2015		$1,591.99	$497,405.68
7/2/2015		$21,872.67	$519,278.35
7/2/2015		$1,219.04	$520,497.39
7/2/2015		$717.85	$521,215.24
7/2/2015		$7.00	$521,222.24
7/2/2015		$11.28	$521,233.52
7/2/2015		$30.54	$521,264.06
7/2/2015		$180.34	$521,444.40
7/2/2015		$197.46	$521,641.86
7/2/2015		$239.93	$521,881.79
7/2/2015	-$15.00		$521,866.79
7/2/2015	-$48.76		$521,818.03
7/2/2015	-$9.19		$521,808.84
7/2/2015		$2,589.79	$524,398.63
7/2/2015		$1,047.64	$525,446.27
7/2/2015	-$79,386.07		$446,060.20
7/6/2015		$52,639.07	$498,699.27
7/6/2015		$388.44	$499,087.71
7/6/2015	-$3,912.44		$495,175.27
7/6/2015		$3,665.72	$498,840.99
7/6/2015		$3,918.09	$502,759.08
7/6/2015		$10.73	$502,769.81
7/7/2015		$17,594.78	$520,364.59
7/7/2015		$972.46	$521,337.05
7/7/2015		$3,594.10	$524,931.15
7/8/2015	-$98,769.56		$426,161.59
7/8/2015	-$5,554.71		$420,606.88
7/8/2015	-$33,552.67		$387,054.21
7/8/2015	-$4,582.27		$382,471.94
7/8/2015	-$1,237.07		$381,234.87
7/8/2015	-$351,038.92		$30,195.95
7/8/2015	-$3,647.38		$26,548.57
7/8/2015	-$221.68		$26,326.89
7/8/2015	-$4,396.74		$21,930.15
7/8/2015	-$1,210.08		$20,720.07
7/8/2015		$36,710.19	$57,430.26
7/8/2015		$538.66	$57,968.92
7/8/2015	-$46.81		$57,922.11
7/8/2015	-$102.66		$57,819.45
7/8/2015		$3,675.30	$61,494.75
7/8/2015		$1,184.71	$62,679.46
7/8/2015	-$100.00		$62,579.46
7/9/2015		$18,178.19	$80,757.65
7/9/2015		$712.75	$81,470.40
7/9/2015		$500,000.00	$581,470.40
7/9/2015		$3,263.71	$584,734.11
7/9/2015		$199.49	$584,933.60
7/10/2015		$32,651.71	$617,585.31
7/10/2015		$133.78	$617,719.09
7/10/2015	-$1,709.32		$616,009.77
7/10/2015	-$501,143.45		$114,866.32
7/10/2015		$2,739.19	$117,605.51
7/10/2015		$241.00	$117,846.51
7/13/2015		$54,474.38	$172,320.89
7/13/2015		$57.17	$172,378.06
7/13/2015		$31.93	$172,409.99
7/13/2015	-$13.42		$172,396.57
7/13/2015		$3,189.09	$175,585.66
7/13/2015		$1,838.26	$177,423.92
7/14/2015		$22,644.39	$200,068.31
7/14/2015		$160.46	$200,228.77
7/14/2015	-$120.00		$200,108.77
7/14/2015	-$8.37		$200,100.40
7/14/2015	-$20.00		$200,080.40
7/14/2015	-$931.57		$199,148.83
7/14/2015	-$1,400.59		$197,748.24
7/14/2015		$2,540.70	$200,288.94
7/14/2015		$1,542.11	$201,831.05
7/15/2015		$15,008.11	$216,839.16
7/15/2015		$53.55	$216,892.71
7/15/2015		$85,300.00	$302,192.71
7/15/2015	-$2,063.63		$300,129.08
7/15/2015		$1,799.71	$301,928.79
7/15/2015		$393.15	$302,321.94
7/15/2015	-$39,698.01		$262,623.93
7/15/2015	-$9,922.35		$252,701.58
7/16/2015		$9,675.96	$262,377.54
7/16/2015		$1,679.08	$264,056.62

RECEIPTS AND DISBURSEMENTS REPORT

Date	VP Disbursement	Receipts	Balance
7/16/2015		$3,107.86	$267,164.48
7/17/2015		$13,190.76	$280,355.24
7/17/2015		$1,483.49	$281,838.73
7/17/2015	-$1,181.06		$280,657.67
7/20/2015		$36,426.21	$317,083.88
7/20/2015		$3,663.25	$320,747.13
7/20/2015		$3,045.16	$323,792.29
7/21/2015		$11.28	$323,803.57
7/21/2015		$306.13	$324,109.70
7/21/2015		$65.62	$324,175.32
7/21/2015		$400.89	$324,576.21
7/21/2015		$100.00	$324,676.21
7/21/2015		$10,987.30	$335,663.51
7/21/2015	-$139.72		$335,523.79
7/21/2015	-$1,485.94		$334,037.85
7/21/2015	-$9,995.36		$324,042.49
7/21/2015	-$19,664.70		$304,377.79
7/21/2015	-$4,183.47		$300,194.32
7/21/2015	-$4,000.00		$296,194.32
7/22/2015		$25,207.30	$321,401.62
7/22/2015		$2,264.38	$323,666.00
7/22/2015		$2,235.57	$325,901.57
7/22/2015			$325,901.57
7/22/2015	-$101,269.58		$224,631.99
7/22/2015	-$5,703.72		$218,928.27
7/22/2015	-$33,576.76		$185,351.51
7/22/2015	-$7,761.04		$177,590.47
7/22/2015	-$1,239.69		$176,350.78
7/22/2015	-$26,014.50		$150,336.28
7/22/2015	-$70,460.00		$79,876.28
7/22/2015	-$10,062.08		$69,814.20
7/23/2015		$18,828.36	$88,642.56
7/23/2015		$1,428.62	$90,071.18
7/23/2015		$428.02	$90,499.20
7/24/2015		$7,149.25	$97,648.45
7/24/2015		$76.00	$97,724.45
7/24/2015		$801.24	$98,525.69
7/24/2015		$358.78	$98,884.47
7/24/2015		$200,000.00	$298,884.47
7/24/2015	-$20.00		$298,864.47
7/24/2015	-$22.50		$298,841.97
7/24/2015	-$884.02		$297,957.95
7/24/2015			$297,957.95
7/24/2015		$1,647.37	$299,605.32
7/24/2015		$1,446.10	$301,051.42
	-$264,783.30		$36,268.12
7/27/2015		$20,134.05	$56,402.17
7/27/2015		$2,478.10	$58,880.27
7/27/2015		$723.69	$59,603.96
7/27/2015		$340.75	$59,944.71
7/27/2015		$47,919.82	$107,864.53
7/27/2015		$79.25	$107,943.78
7/27/2015		$97.18	$108,040.96
7/27/2015		$192.57	$108,233.53
7/27/2015		$350.00	$108,583.53
7/27/2015	-$47.57		$108,535.96
7/27/2015		$4,712.39	$113,248.35
7/28/2015		$82,060.24	$195,308.59
7/28/2015		$1,998.36	$197,306.95
7/28/2015		$4,947.54	$202,254.49
7/29/2015		$14,077.32	$216,331.81
7/29/2015		$2,684.14	$219,015.95
7/30/2015		$17,138.03	$236,153.98
7/30/2015		$1,778.70	$237,932.68
7/30/2015		$96.50	$238,029.18
7/31/2015		$29,430.98	$267,460.16
7/31/2015		$140.62	$267,600.78
7/31/2015		$22.00	$267,622.78
7/31/2015		$30.65	$267,653.43
7/31/2015		$52.77	$267,706.20
7/31/2015		$47,617.53	$315,323.73
7/31/2015	-$930.00		$314,393.73
7/31/2015	-$90.00		$314,303.73
7/31/2015	-$370.60		$313,933.13
7/31/2015	-$70.00		$313,863.13
7/31/2015		$52,576.71	$366,439.84
7/31/2015		$1,416.87	$367,856.71
7/31/2015		$79,522.00	$447,378.71
7/31/2015	-$1,932.00		$445,446.71
7/31/2015	-$6,146.00		$439,300.71
7/31/2015	-$35,241.50		$404,059.21
7/31/2015		$3.50	$404,062.71

s:/Bob/fund Balances Report

Fund #	Fund Title	Unaudited 6/30/15 Fund Balance	YTD Revenue	YTD Expenditures	Unaudited **July** Fund Balance 7/31/15
100X	General Fund	2,390,210	280,608	790,109	1,880,710
2002	State COPS	13,361	(6)	9,350	4,005
2006	Snow Removal	121,662	(46)	195	121,421
2007	Streets	311,495	47,605	64,243	294,857
2010	Street Mitigation	118,222	2,431	0	120,652
2011	Police Mitigation	34,043	5,540	0	39,582
2012	Fire Mitigation	96,709	2,855	0	99,565
2013	Park Dedication	170,240	(35)	0	170,205
2014	State of CA - Prop 30/AB 109	38,725	0	2,056	36,669
2016	State Comm. Dev. Rev.FD	1,055,959	4,374	489	1,059,843
2017	State Economic Rev. FD	435,991	2,225	0	438,216
2018	Home Revolving Fund	831,159	44	0	831,203
2030	Traffic Safety	70,443	(33)	0	70,410
2035	Paul Bunyan/Ash Street Signal	96,266	(38)	0	96,228
2037	Skyline Bicycle Lane	7,500	(3)	0	7,497
3015	City Hall Parking Lot	13,848	0	0	13,848
4001	Miller Fletcher	821,574	1	0	821,575
4003	City Hall Debt Service	52,239	11,388	0	63,627
4004	2013 CalPERS Refunding Loan	359,210	36,421	0	395,631
711X	Water Funds	2,840,301	(283,127)	(120,456)	2,677,630
7201	Airport	1,799,529	33,610	24,087	1,809,052
7301	Geothermal	561,144	7,615	4,244	564,514
740X	Natural Gas	(244,657)	15,244	274,312	(503,724)
7530	Golf Course	2,447,064	44,714	43,771	2,448,006
7610	OPEB	(85,064)	3,720	0	(81,344)
7620	PW Admin/Engineering	138,200	20,301	29,650	128,851
7630	Risk Management	283,523	19,538	312,040	(8,979)
8402	LAFCO	35,538	(19)	1,635	33,884
8404	Air Pollution	356,388	16,154	20,441	352,101
8405	Air Pollution - Carl Moyer	302,524	(87)	117	302,320
	TOTALS	15,473,344	270,993	1,456,283	14,288,054

AGENDA ITEM NO. 6D

Reviewed by: ___ City Administrator
___ City Attorney

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

Submitted By: Deborah Savage, Finance Manager

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Quarterly Report of Transient Occupancy Tax Revenue

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Attached for Council's review is the report of Transient Occupancy Tax collected

FISCAL IMPACT: None

ACTION REQUESTED: Motion to receive and file Quarterly Report of Transient Occupancy Tax for 4th Quarter 2014-15

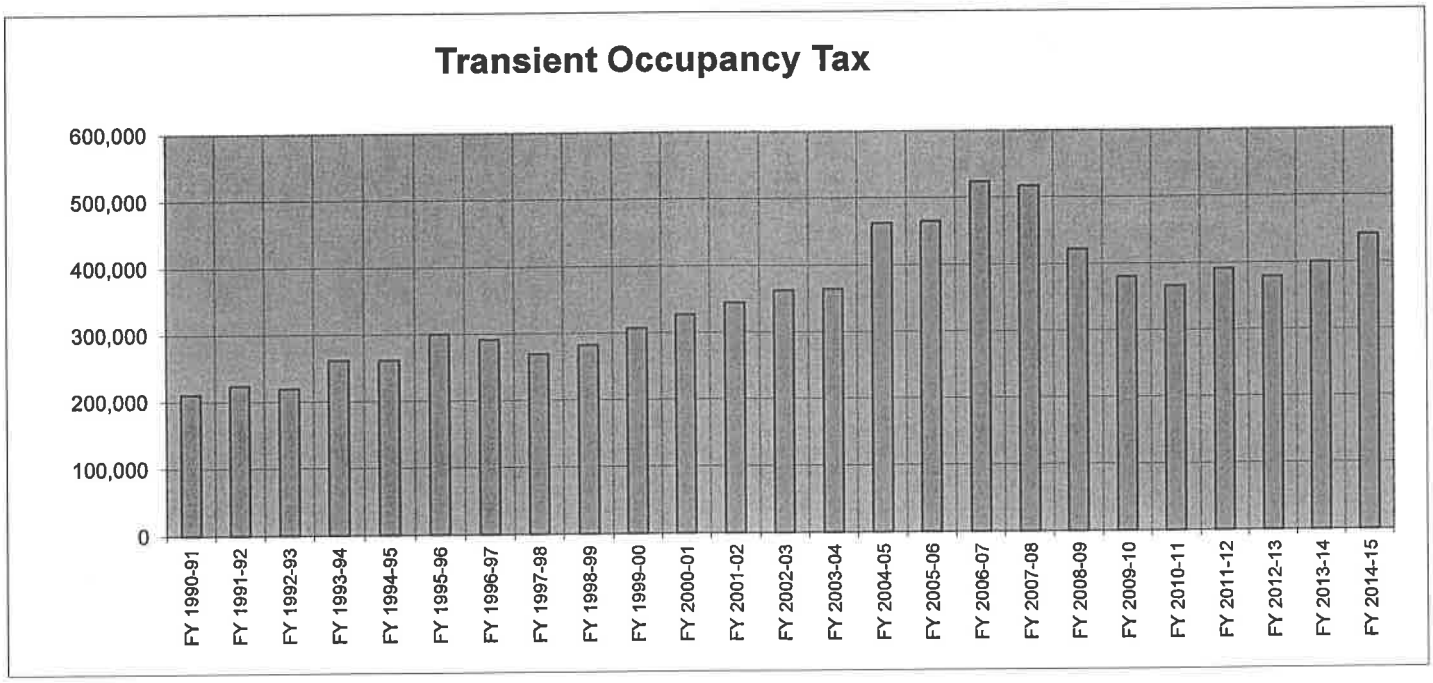
ATTACHMENTS: Transient Occupancy Tax report

City of Susanville

Transient Occupancy Tax - History

S:/finance/TOT/TOT

Received in For Qtr.	OCT Jul-Sep 1	JAN Oct-Dec 2	APR Jan-Mar 3	JUL Apr-Jun 4	Total	Percent T.O.T.	
FY 1989-90	59,580	41,273	26,912	56,068	183,833	8 %	Increased by 2%
FY 1990-91	71,958	44,475	31,412	63,190	211,035	8 %	
FY 1991-92	75,998	49,850	34,316	63,726	223,890	8 %	
FY 1992-93	79,525	50,751	27,467	61,719	219,462	8 %	
FY 1993-94	87,369	60,847	40,577	72,788	261,579	8 %	
FY 1994-95	90,841	67,395	57,202	84,656	261,579	8 %	
FY 1995-96	102,529	68,208	46,404	74,206	300,094	8 %	
FY 1996-97	91,922	58,327	44,907	74,470	291,347	8 %	
FY 1997-98	90,355	64,306	38,202	75,377	269,627	8 %	
FY 1998-99	100,039	64,098	40,432	77,769	282,337	8 %	
FY 1999-00	105,195	71,103	43,137	87,850	307,285	8 %	
FY 2000-01	113,786	69,621	49,132	94,789	327,328	8 %	
FY 2001-02	116,569	75,763	51,361	100,941	344,634	8 %	
FY 2002-03	128,918	82,622	57,547	93,372	362,459	8 %	
FY 2003-04	123,730	78,211	59,025	103,348	364,313	8 %	
FY 2004-05	160,926	93,450	73,737	134,133	462,246	10%	Increased by 2%
FY 2005-06	154,676	116,764	70,777	123,152	465,369	10%	
FY 2006-07	187,956	111,977	75,688	148,153	523,774	10%	
FY 2007-08	185,106	111,037	87,103	133,968	517,214	10%	
FY 2008-09	152,756	84,251	52,880	132,397	422,284	10%	
FY 2009-10	129,707	92,460	55,012	103,176	380,354	10%	
FY 2010-11	135,563	73,212	52,476	105,132	366,383	10%	
FY 2011-12	136,085	85,764	58,451	111,247	391,546	10%	
FY 2012-13	144,530	68,374	55,362	110,852	379,119	10%	
FY 2013-14	145,701	79,358	66,924	108,741	400,723	10%	
FY 2014-15	145,712	85,678	77,819	132,615	441,824	10%	



AGENDA ITEM NO. 7A

Reviewed by: JGH City Administrator
_____ City Attorney

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

Submitted By: Craig Sanders, City Planner

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5202** Appeal of a Planning Commission's denial of a Use Permit request to allow a sign to be installed in excess of the 15-foot maximum height regulation at 1605 Main Street near the intersection of Main Street and Park Street in a C-2 zoning district.

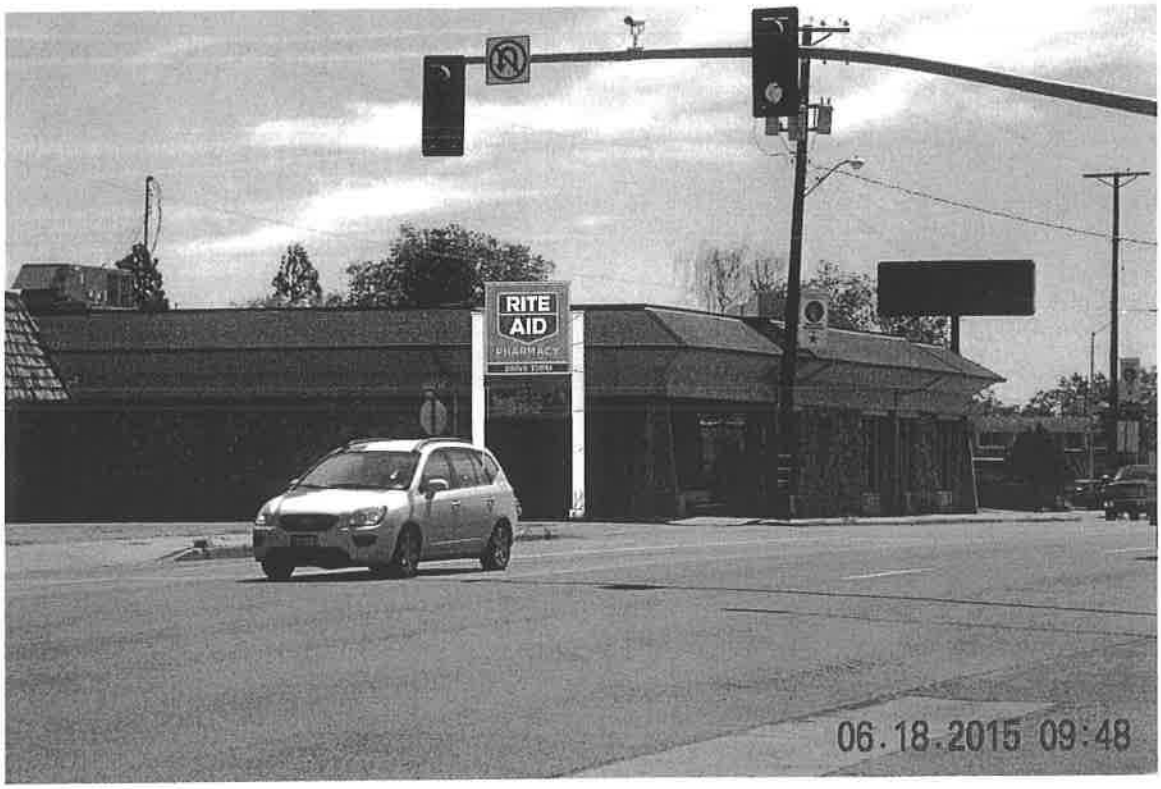
PRESENTED BY: Craig Sanders, City Planner

BACKGROUND: As part of the development of the new Rite Aid store located at the northwest corner of Main and Ash streets Rite Aid, through one of its development representatives, requested an exception to the City's sign ordinance to allow a 20-foot tall free standing sign. The 20 foot height is 5 feet taller than the standard outlined in the Susanville Zoning Code.

Section 17.128.070 sets forth the sign regulations in the Municipal Code for the C-2 zoning district. The section stipulates that freestanding signs may be no larger than 150 square feet, counting both sides, and no higher than 15 feet. The sign must also be setback 12 feet from the front or street side property line and located in a landscaped area that is at least 1.5 times the total sign area. The proposed sign meets all of these requirements except the height.

Exceptions to the sign code may be granted subject to code section 17.128.130 F which allows the Planning Commission to grant exceptions to the sign code by use permit with the burden of proof being place on the applicant to show that adhering to the standards would create practical difficulties or hardships and that the proposed exception is the most suitable solution to the hardship.

The hardship stated by the applicant is that the lower sign will be less visible for traffic approaching the site from the west, moving eastbound on Main Street and that drivers will not have adequate time to make a decision to enter the site. The first entry point for eastbound vehicles requires a left turn onto Park Street. Failure to make the Park Street turn requires vehicles to proceed to Ash Street, turn left, then turn left again on First Street and enter through the rear of the site. Part of the applicant's stated justification for the increased height is also placed on a topographical rise in Main Street west of the project site which they feel reduces visibility.



There are other pre-existing signs in the vicinity which exceed the current height requirements including Grocery Outlet, Chevron, Knight's Inn and the existing free standing sign on the project site.

Staff reviewed the applicant's justification and prepared an analysis of the time needed for an average driver to make the decision to make a left turn at Park Street and found that the 15-foot sign should be adequate. The complete analysis is contained in the Planning Commission staff report attached. On July 9, 2015 the Planning Commission conducted a public hearing, took testimony and analyzed the request. The Planning Commission concluded that a hardship did not exist which would justify an exception to the Code and denied the request. Included in the Planning Commission's decision was the fact that residents within the City will quickly come to know the access points to the site and be prepared to make the turning movement. First time pass-through traffic would potentially be affected, however the second opportunity to access the site gives ample opportunity for anyone to access the site. The applicant made a timely request to appeal the Planning Commission's decision to the City Council.

Staff makes the same recommendation to the City Council as was recommended to the Planning Commission which is to find that a hardship does not exist which would be remedied by the installation of a 20 foot sign at the proposed location.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to approve Resolution No. 15-5202 denying the request for the exception to the City Sign Ordinance.

ATTACHMENTS: Planning Commission Staff report July 9, 2015
Planning Commission Resolution 15-1027
Resolution No. 15-5202

RESOLUTION NO. 15-5202
A RESOLUTION OF THE SUSANVILLE CITY COUNCIL OF THE CITY OF SUSANVILLE DENYING AN APPEAL FROM PM DESIGN GROUP AND UPHOLDING THE PLANNING COMMISSION DENIAL OF A USE PERMIT REQUEST FOR AN EXCEPTION TO THE HEIGHT REQUIREMENTS TO ALLOW A 20-FOOT SIGN IN A C-2 ZONING DISTRICT

WHEREAS, on July 9, 2015 at a regular public hearing the Susanville Planning Commission heard a request for a Use Permit to allow an exception to the 15-foot height standard in the C-2 zoning district to allow a sign 20 feet in height; and

WHEREAS, during the course of the Planning Commission's public hearing information was presented and comments were made by the applicant to provide justification for the requested exception and the Planning Commission considered that information in making their decision;

WHEREAS, the Planning Commission found that the requirement for a 15-foot maximum sign height does not present a hardship to the use of the property and denied the use permit request as reflected in Planning Commission Resolution No. 15-1027; and

WHEREAS, at a duly noticed public hearing pursuant to Section 65091 of the California Government Code held on September 2, 2015 the City Council of the City of Susanville accepted public comments and testimony as well as written evidence concerning the appeal of the Planning Commission's decision and considered the comments, testimony, information and evidence in making its decision.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby denies the appeal and upholds the Planning Commission's denial of this project based on the following findings:

1. The proposed location of the sign at a 15 foot height provides motorists approaching the site from the west in an east-bound direction over 350 feet of sight-distance which allows adequate time for motorists traveling at the posted speed limit to observe the sign, comprehend the sign copy and make plans for a turning movement into the site.

2. There are no practical difficulties or hardships presented by the proposed sign location and height which would affect the visibility of the sign for the intended viewer (motorists on Main Street) which would be improved by a taller sign.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 15-5202 was adopted at a regular meeting of the City Council of the City of Susanville held on the 2nd day of September, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

_____
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

_____
Jessica Ryan, City Attorney

CITY OF SUSANVILLE PLANNING COMMISSION
STAFF REPORT
July 9, 2015

FILE NUMBER	Use Permit # U15-009
APPLICANT/OWNER	PM Design Group
OWNER	Laguna Ranch, LLC
REPRESENTATIVE	
REQUEST	A Use Permit to allow a sign to be installed in excess of the 15-foot maximum height regulation. The request is to allow a freestanding sign 20 feet in height. The sign location is on property located at 1605 Main Street near the intersection of Main Street and Park Street. The property is zoned C-2 General Commercial and Shopping Center.
ASSESSOR'S PARCEL NO.	APN 105-152-08
PARCEL SIZE	0.80 acres
LOCATION	1605 Main Street
EXISTING ZONING	C-2 - General Commercial and Shopping Center zoning district

		ZONING	**LAND USE**
SURROUNDING ZONING AND LAND USE	**North**	C-2	Single family residence (to be removed)
	South	C-2	Commercial shopping center
	East	C-2	Vacant commercial
	West	C-2	Restaurant

GENERAL PLAN DESIGNATION	General Commercial and Shopping Center
ENVIRONMENTAL DETERMINATION	CEQA Categorically Exempt section 15303, Small new Structure

COMMENTS RECEIVED:
The Planning Division solicited comments from relevant City Departments and other agencies having potential interest in the project. The following comments were received:

Building Official: Requires a building permit including plans and engineered foundation.
Fire Department: Address must be placed on the sign.

PROPOSAL: The applicant is requesting a Use Permit to allow the installation of a freestanding sign which exceeds the sign code regulation of 15 feet for the C-2 zoning district. The proposed sign would be 20 feet in height. The proposed sign is part of the Rite Aide development which was recently approved by the Planning Commission and City Council. The location of the sign is near the corner of Main Street and Park Street. The picture below show as the site as it currently exists.

The proposed sign will be located approximately where the entrance door is to the former Tri Counties Bank. For scale, the existing sign on the property (shown in the picture) is approximately 30 feet tall. This sign is proposed to be removed as part of the project.

Section 17.128.070 sets forth the sign regulations in the City Code for the C-2 zoning district. The section stipulates that freestanding signs may be no larger than 150 square feet (counting both sides) and be no higher than 15 feet. The sign must also be setback 12 feet from the front or street side property line and be located in a landscaped area that is at least 1.5 times the total sign area. The proposed sign meets all of these requirements except the height.

The use permit request is being made pursuant to City municipal code section 17.128.130 F which allows the Commission to grant exceptions to the sign code by use permit:

> *17.128.130 F. Exceptions. Exceptions may be made to the size, height, location and numbers of signs as specified in any district, or this*

section, if a use permit is approved by the planning commission. The burden of proof to justify an exception shall be on the applicant to demonstrate that practical difficulties or hardships would otherwise be caused and the exception applied for is the most suitable and effective in relation to the location or terrain of the site or from the standpoint of the intended viewer.

The applicant submitted has submitted information to support the proposed location of the sign included as an attachment to this report. The justification for the taller sign include giving east-bound motorists more advanced notice of the store in order to prepare to make the left turn at Park Street, thereby reducing the number of customers who miss the turn and have to navigate around the block to enter the site. It is also asserted that the rise in Main Street for east-bound traffic obscures the view of the site and that the taller sign will allow motorists more time to prepare for a turning movement. The applicant also points out that a majority of the businesses on Main Street, particularly in this area have signs which are taller than 15 feet.

There are several properties along Main Street which have been developed with signs taller than 15 feet. For reference, the Grocery Outlet sign is approximately 20 feet tall

and the Chevron sign about 25 feet tall located in the setback. These signs were erected prior to the current sign regulations which were adopted in 2000. Though there are many non-conforming signs along Main Street it is the city's goal to incrementally bring all signs into conformity.

ANALYSIS:

All of the applicant's reasoning for requesting a taller sign revolve around giving motorists adequate time to view the sign and to make a turning movement onto Park Street. The

key to providing adequate viewing time is an understanding of Viewer Reaction Time (VRT) and Viewer Reaction Distance (VRD), and how these factors can be computed to provide for adequate letter heights and sign sizes under varied traffic conditions and vehicle speeds.

Viewer Reaction Time is simply the time necessary for a motorist to detect, read, and react to the message displayed on an approaching on-premise sign that lies within his or her cone of vision. The copy on the Rite Aid sign is very simple, has large letters and is easy to recognize which serves to minimize VRT. According to information from the United States Sign Council the VRT for vehicles traveling under 35 miles per hour in simple two to three lane environments can be estimated at eight (8) seconds. The 8 second VRT includes time to recognize the sign and make all preparations to complete a turning movement, including a lane change if necessary. The speed limit for Main Street is 30 miles per hour. A vehicle traveling at that speed covers 44 feet per second. Given an 8 second VRT, the sign needs to be visible from a distance of 352 feet which is the VRD. For reference, the Burger King driveway on Main Street is 300 feet from the center of Park Street and the 350 foot mark is approximately at the driveway into Frank Cady's office. At the 350-foot mark, east-bound vehicles have passed the uphill section and have an unobstructed view of the Rite Aid site. A 15-foot sign would be clearly visible from this point. Furthermore, the sight-distance is not impaired by the topography or other structures or vegetation at more than 400 feet.

Section 17.128.130 F states the findings that the Planning Commission must make in order to grant an exception to the code, which is as follows:

F. Exceptions. Exceptions may be made to the size, height, location and numbers of signs as specified in any district, or this section, if a use permit is approved by the planning commission. The burden of proof to justify an exception shall be on the applicant to demonstrate that practical difficulties or hardships would otherwise be caused and the exception applied for is the most suitable and effective in relation to the location or terrain of the site or from the standpoint of the intended viewer.

In this instance it is clear that the intended viewers are motorists on Main Street. Based on the analysis provided above staff does not believe that the applicant has shown that required height of the sign presents a hardship. This is based on the fact that the visibility of the sign is not impaired from the intended viewer at a distance needed for the motorist to have time to adequately plan for a turning movement, therefore, an exception to the code isn't warranted.

RECOMMENDATION: Adoption of Resolution No. 15-1027, denying Use Permit No. U15-009 for PM Design Group, APN: 105-152-08 attached Resolution.

ATTACHMENTS:
1. Resolution No. 15-1027
2. Site exhibit/Sign elevation
3. Applicant justification

AGENDA ITEM NO. 9A

Reviewed by: ___City Administrator
____City Attorney

____Motion only
____Public Hearing
__X_Resolution
____Ordinance
____Information

Submitted by: James Moore, Fire Chief

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5203** authorizing Fire Chief to execute agreement with Department of Forestry and Fire Protection for Volunteer Fire Assistance grant in the amount of $3,125

PRESENTED BY: James Moore, Fire Chief

SUMMARY: The Susanville Fire Department's 2015 Volunteer Fire Assistance (VFA) application has been selected for a reimbursement grant in the amount of $3,125.00 to assist the Department in training or to purchase equipment for the prevention or suppression of vegetation fires. The Department budgeted $3,125 in the 2015/2016 fiscal year to purchase miscellaneous equipment and the grant will match that purchase at $3,125, allowing staff to purchase additional radios and equipment. The City must complete the Agreement with CalFire in order to accept the award.

FISCAL IMPACT:

$ 3,125	budgeted in fiscal year 2015/2016
$ 3,125	Department of Forestry and Fire Protection VFA Grant
$ 6,250	Total equipment purchase

ACTION REQUESTED: Motion to adopt Resolution No. 15-5203 authorizing Fire Chief to execute an agreement with Department of Forestry and Fire Protection, in an amount not to exceed $3,125.

ATTACHMENTS: Resolution No. 15-5203
VFA Agreement

RESOLUTION NUMBER 15-5203
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING FIRE CHIEF TO EXECUTE AGREEMENT WITH DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR VOLUNTEER FIRE ASSISTANCE GRANT

WHEREAS, the City of Susanville has been allocated funding, in the amount of $3,125, through the Department of Forestry and Fire Protection for Volunteer Fire Assistance to the City of Susanville Fire Department; and

WHEREAS, the Volunteer Fire Assistance Program has made funds available for redistribution, under certain terms and conditions, to local agencies, to assist said local agency to upgrade its fire protection capability, and

WHEREAS, the City does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page six of the Agreement, and any amendments thereto, attached as Exhibit A, and

WHEREAS, this Agreement provides for reimbursement, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal year 2015-2016 up to and not to exceed $3,125, to match City expenditure.

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of Susanville that the Fire Chief of the City of Susanville is hereby authorized to execute an Agreement and any amendments with the Department of Forestry and Fire Protection for funding.

Dated: September 2, 2015

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing resolution 15-5203 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 2nd day of September, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

_____
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and

2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and

3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

123. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**

5. **TIMELINESS: Time is of the essence in this Agreement.**

6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2015 or LOCAL AGENCY will forfeit the funds.**

VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT

126. GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2015 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **$3,125.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2016.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE, in triplicate, at the address specified in paragraph 11, with a postmark no later than September 1, 2016 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.

9. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over $5,000, the federal government may retain a vested interested in accordance with paragraph 16 below.

10. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT

11. ADDRESSES: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: _____
_____
_____
Attention: _____
Telephone Number(s): _____
FAX Number: _____
E-mail _____

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-3649
FAX (916) 653-8957

12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.

13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.

14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.

15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.

16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of $5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than $5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than $5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

17. EQUIPMENT INVENTORY: Any single item purchased in excess of $5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.

18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.

20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.

21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2016.**

23. TERMINATION: This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.

24. AMENDMENTS: No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.

25. INDEPENDENT CONTRACTOR: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT

IN WITNESS WHEREOF, the parties have executed this **Agreement** as of the last signatory date below.

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION	LOCAL AGENCY _____
By: _____ Signature	By: _____ *Signature
Dan Sendek Printed Name	_____ Printed Name
Staff Chief Title	_____ **Title
Cooperative Fire Programs	_____
_____ Last Signatory Date	_____ ***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this **Agreement**.
Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this **Agreement.
***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE	*Department of General Services Use Only*
$3,125.00	Support			Federal	
	(OPTIONAL USE) Vendor #				
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	ITEM	CHAPTER	STATUTE	FISCAL YEAR	DGS APPROVAL NOT REQUIRED PER SAM 1215
$0	3540-001-0001	25	2015	15/16	
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)				
$3,125.00	15--- 9214 - 418.99 - 92536				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF CDF ACCOUNTING OFFICER X		DATE			

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

AGENDA ITEM NO. 9B

Reviewed by: JGH City Administrator
____ City Attorney

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

Submitted By: James Moore, Fire Chief

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5204** authorizing the execution of cooperative agreement for the Federal Excess Personal Property (FEPP) Program

PRESENTED BY: James Moore, Fire Chief

SUMMARY: The City Council approved Cooperative Agreement #992244 with the State of California Department of Forestry and Fire Protection for the loan of Federal Excess personal property to be used for the Susanville Fire Department. The five-year agreement was approved in 2013, and CalFire has requested that the City update the agreement to reflect the appointment of a new Fire Chief. All other terms and conditions of the agreement remain the same.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to approve Resolution No. 15-5204 authorizing Fire Chief to sign Cooperative Agreement with CalFire for the loan of Federal Excess Personal Property (FEPP) Program.

ATTACHMENTS:
Resolution No. 15-5204
Cooperative Agreement #992244 for the Loan of Federal Excess Personal Property

RESOLUTION NUMBER 15-5204
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE APPROVING COOPERATIVE AGREEMENT FOR FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM

WHEREAS, there is a need for Federal Excess Personal Property to help fight wild land, rural, structure or other fires in the City of Susanville; and

WHEREAS, James Moore is the Fire Chief of the City of Susanville;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville accepts Cooperative Agreement #992244 between the State of California Department of Forestry and Fire Protection and City of Susanville Fire Department for the loan of Federal Excess Personal Property, and, authorizes Fire Chief Moore to sign said agreement on behalf of the City of Susanville.

Dated: September 2, 2015

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing resolution 15-5204 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 2nd day of September, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

_____
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryann, City Attorney

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT FOR THE LOAN OF
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AND

SUSANVILLE CITY FIRE DEPARTMENT

This agreement for the **LOAN** of Federal Excess Personal Property (FEPP) through the US Forest Service made and entered into this _____ day of _____, **2015**, by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection, hereinafter called the STATE, and the **Susanville City Fire Department** hereinafter called the Local Fire Department, covenants as follows:

A. WHEREAS, the State has been approved as an agent of the US Forest Service for the purpose of administering the Cooperative Forestry Assistance Act of 1978 (PL 95-313) Rural Fire Protection Program, hereinafter referred to as CFAA, and
B. WHEREAS, the control of timber, grass and wild land fires in, and adjacent to, suburban areas is essential to an effective forest fire control program, and
C. WHEREAS, the Local Fire Department is actively engaged in the prevention and suppression of all fires in and adjacent to suburban areas, and
D. WHEREAS, the CFAA provides for the loan of FEPP available for use by the Local Fire Department to carry out this function if additional property is available, and
E. WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities, to make certain FEPP available to the Local Fire Department.

NOW, THEREFORE, it is mutually agreed that, effective as the date shown above:

1. The STATE will **LOAN** to the Local Fire Department FEPP described in **Attachment A** under the following terms and conditions:

A. FEPP primary use must be 90% for fire. The Forest Service FEPP program is not intended for Urban Safety and Rescue (USAR), medical or hazardous material responses on a daily basis.
B. All such FEPP loaned shall be for an indefinite period of time, unless cooperator is negligent of program regulations. The agreement may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
C. Ownership shall remain with the US Forest Service and vehicle must be registered within thirty (30) days of taking possession, with DMV. Registered Owner shall be the Local Fire Department and Lien Holder to all vehicles and rolling stock shall be USDA Forest Service, PO Box 944246, Sacramento, CA 94244-2460.
D. The Local Fire Department shall complete a resolution of incorporation or non-incorporation, or a statement from their governing board approving participation, **and** proof of insurance in the form of an insurance policy or a self-insured statement on Board of Supervisors letterhead. Drivers shall take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).

E. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned property remains with the Local Fire Department and **must** be removed **prior** to return of the property to the US Forest Service.
F. The Local Fire Department **must** paint all rolling stock to match their existing department equipment and apply their department logo, within one (1) year of the acquisition.
G. The Local Fire Department shall identify the property with a National Finance Center (NFC) property tag, provided by your sponsoring unit, so as to identify and trace it as Federal owned property.
H. The Local Fire Department shall be responsible for the proper care, maintenance, security, and storage of the property.
I. Amendments to this agreement must be submitted to your sponsoring unit, listed below, within 30 days of acquisition or disposal of loaned property listed on Attachment A.
J. FEPP cannot be sold, loaned, traded, cannibalized, modified, transferred or disposed of in any manner without the State and US Forest Service Property Management Officer (PMO) approval.
K. The State and the Local Fire Department shall maintain formal accountability records for all FEPP on loan to the Local Fire Department; such property shall be made available at all times for a physical inventory by State and US Forest Service personnel.
L. When any FEPP is loaned to the Local Fire Department hereinafter, is lost, stolen, worn out, not needed, or involved in an accident, the sponsoring **CAL FIRE Lassen-Modoc Unit,** located at **697-345 Highway 36, Susanville, CA 96130,** shall be contacted for proper documentation and handling.

2. In the event that all of, or any one or more pieces of FEPP; provided to the Local Fire Department hereunder assigned, is lost, stolen, sold, damaged, destroyed or unavailable for its purposes intended hereunder, and is clearly established that such assignment or loss occurred while or as a result of a use other than stated in the terms and conditions above, then the State shall have the right and the obligation to retake such FEPP and/or assess the Local Fire Department for damages; if gross negligence is declared, up to the current market value immediately prior to such assignment, loss or destruction, established by the US Forest Service, for each piece of FEPP.

3. In the event of any dispute over FEPP **loaned** equipment or any terms or conditions contained herein, the dispute shall be decided by the State and its decision shall be binding and final.

4. The parties hereto agree that the Local Fire Department, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the Local Fire Department, performing under the terms of this agreement, are not acting as officers, employees or agents of the State or the Federal Government.

5. The Local Fire Department agrees to defend, indemnify, save and hold harmless the State as defined herein, and the Department of Forestry and Fire Protection, their officers, agents and employees against any and all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the Local Fire Department, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property furnished.

6. The period of this agreement is for five (5) years from the date of last signature on page three (3) and entered on page one (1), if no violations or signatory changes occur. The agreement shall be **reviewed** biennially (every two years) for compliance by a CAL FIRE Administrative Officer during the physical inventory process and automatically extended if no violations or changes have occurred, not to exceed the five (5) year term.

7. During the five (5) year term of this agreement, at the option of the State, it may be terminated for any material breach by the Local Fire Department for any terms herein.

8. The mailing address of the parties hereto, for all notices, payments, repayments or any other activity required or contemplated under the terms of this agreement, except for eventual disposition of property in Attachment A, Item No. 1 are:

LOCAL FIRE DEPARTMENT: **Susanville City Fire Department**
Contact:
Physical Address: 1505 Main Street
Mailing Address: 1505 Main Street
City: Susanville, CA Zip: 96130
Telephone: (530) 257-5152 ext.
Cell: ( ) -
Fax: ( ) -
Email Address: fire@cityofsusanville.org

Department of Forestry and Fire Protection (CAL FIRE)
PO BOX 944246
SACRAMENTO, CA 94244-2460
Attn: Business Services Office – Federal Property Unit
(916) 324-1177

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year of the last signature below.

LOCAL FIRE DEPARTMENT	
NAME OF FIRE DEPARTMENT: **Susanville City Fire Department**	
BY (Authorized Signature): ✍	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: **James Moore, Fire Chief**	

STATE OF CALIFORNIA **Department of Forestry and Fire Protection**	
BY (CAL FIRE Unit Chief): ✍	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: **Dave Junette, (Acting) Unit Chief, Lassen-Modoc Unit (LMU)**	
BY (CAL FIRE HQ FEPP Property Manager): ✍	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: **Marie Ramos, FEPP Property Manager**	

Rev. July 2015

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (**CAL FIRE**)

COOPERATIVE AGREEMENT FOR THE LOAN OF
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

ATTACHMENT A

SUSANVILLE CITY FIRE DEPARTMENT

	ITEM:	SERIAL #:	PROPERTY #
1.	Generator, Libby, 1986, Mdl-MEP007B	RZ02039	AG0001328738
2.	Generator, Libby, 1988, Mdl-MEP007B	RZ02920	AG0001485566
3.	Portable Pump, Hale, 2012, Mdl-HPW200YD9	12F0223	CA2012014
4.			
5.			
6.			
7.			

AGENDA ITEM NO. 9C

Reviewed by: ___ City Administrator
____ City Attorney

_X_ Motion only
___ Public Hearing
___ Resolution
___ Ordinance
___ Information

Submitted By: Deborah Savage, Finance Manager

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Accounts receivable write-off

PRESENTED BY: Deborah Savage, Finance Manager

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

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

At this time we are requesting that the Council approve writing off $18,338.14 in uncollected utility revenue for the period of October 2014 thru August 2015 and $31,241.84 in uncollected General Fund accounts receivable revenue for the period of January 2011 thru June 2014.

FISCAL IMPACT: Write off $49,579.95 in potential revenue with a portion to be later recovered through collections.

ACTION REQUESTED: Motion to approve the write-off of accounts receivable and send $49,579.95 to collection.

ATTACHMENTS: Report of uncollectible amounts

10/28/2014					
ACCT #	TOTAL AMT.	WATER AMT.	GAS AMT.	DEP.	ACTION TAKEN
101.2300.01.05	$178.51		$178.51	$200.00 G	New address found, no response
105.0170.00.07	$499.31	$238.07	$261.24		Found match, same address
104.3235.03.13	$467.31		$467.31	$200.00 G	New address found, no response
105.0200.00.04	$175.20	$175.20		$75.00 W	New address found, no response
104.0820.54.03	$189.33		$189.33	$200.00 G	Found match, same address
102.1185.00.15	$323.62	$189.39	$134.23		Deceased
104.2185.00.01	$110.65	$110.65		$75.00 W	Deceased
105.2540.00.12	$113.84	$113.84		$75.00 W	Found match, same address
103.2700.00.08	$151.42	$16.63	$134.79	$200.00 G $50.00 W	New address found, no response
102.2902.00.07	$612.54		$612.54	$200.00 G	New address found, Mailed returned
104.2205.00.03	$101.02	$101.02		$50.00 W	No match found
104.2205.01.06	$311.72		$311.72	$200.00 G	No match found

12/4/2014					
104.2080.00.01	$411.06	$287.83	$123.23	W $75 G $75	no match found
102.0317.25.01	$435.53		$435.53		found match, same address
101.0020.23.13	$131.51		$131.51		new address found, no response
102.2180.00.08	$259.59	$166.86	$92.73		found match, same address
103.2410.17.08	$100.09		$100.09		new address found, no response
105.1986.00.01	$100.00		$100.00	W $50 G $200	new address found, no response
103.0645.00.14	$151.02	$136.46	$14.56		new address found, mailed returned
105.3190.34.00	$122.08		$122.08		new address found, mailed returned
103.1535.00.02	$366.97	$366.97		W $75	no match found
102.2950.00.16	$523.01	$359.33	$163.68		new address found, no response

12/20/2014					
103.3429.00.01	$120.00	$115.44	$4.56		Deceased
105.3124.00.16	$109.40	$77.01	$32.39	$200 G $50 W	new address found, no response

3/16/2015					
104.3870.00.24	$470.42	$175.38	$295.04	$200 G $50 W	no new address found
104.0735.00.13	$1,011.61	$53.27	$958.34	$557.50 G $557.50 W	found match, same address
104.1745.00.04	$311.49		$311.49		found match, same address
102.1090.01.00	$105.61	$105.61			found match, same address
104.3952.00.11	$357.17	$5.07	$352.10	$200 G $50 W	no new address found
104.1435.00.00	$141.73	$44.96	$96.77		no S.S # , or ID to track down
104.0820.63.02	$166.53		$166.53		found match, same address

4/30/2015					
104.1875.00.01	$301.85	$10.97	$290.88		no match found
102.1145.00.21	$703.64	$80.36	$623.28	$50 w $200 G	found match, same address
105.3190.11.00	$101.89	$0.44	$101.45		new address found in u/e, no response
103.2571.00.11	$384.15		$384.15		new address found in u/e, no response
101.0590.00.02	$700.29	$185.89	$514.40		no S.S # or ID # to track down

5/22/2015					
104.1270.00.00	$315.21	$99.59	$215.62		no S.S # or ID to track down
102.1945.04.21	$267.28		$267.28		no S.S # or ID to track down
105.3210.00.17	$232.38	$36.20	$196.18	$50 W $200 G	new address found in u/e, no response
102.3795.00.00	$189.27	$98.56	$90.71		no S.S # or ID to track down
104.3870.00.25	$240.72	$36.20	$204.52	$50 W $200 G	new address found in u/e, no response
105.0776.00.00	$277.15		$277.15		new address found in u/e, no response
103.2410.26.11	$433.58		$433.58	$200.00 G	new address found in u/e, no response

6/19/2015					
104.3245.02.08	$146.71		$146.71	$200.00 G	new address found in u/e, no response
104.0820.07.09	$701.44		$701.44	$100.00 G	Deceased
102.3795.00.00	$189.27	$98.56	$90.71		no S.S # or I.D to track down

7/17/2015					
104.0310.01.03	$2,411.28		$2,411.28	$440.00	New address found, mailed returned
105.1979.00.01	$229.62	$54.01	$175.61	G $75 W $75	match found, same address
105.2575.00.22	$250.37	$250.37		$75.00	match found, same address
102.3330.00.12	$207.01	$103.26	$103.75	G $200 W$75.00	New address found, mailed returned
102.2155.00.05	$416.20	$85.35	$330.85		New address found, mailed returned

8/14/2015					
105.2030.00.18	$664.64	$97.93	$566.71	G $200 W $50	New address found, no response
104.3245.02.08	$146.71		$146.71	G $200	New address found, no response
105.1165.00.12	$198.19	$198.19		W $75	match found, same address

Total Utilities	**$18,338.14**	**$4,274.87**	**$14,063.27**

AR NO INFORMATION COMPLETE WRITE OFF

7/31/2015					Description
AR #4339	$1,546.44				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR#4215	$3,094.64				Fire Department billing, Public Works billing.Non Susanville resident. No information to track down. Complete write off.
AR # 4230	$382.49				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR #4071	$1,317.90				Police Department billing. Non Susanville residents. No information to track down. Complete write off.
AR #4432	$705.70				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4062	$607.54				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR# 4064	$383.38				Fire Department billing. Lives out of state. No information to track down. Complete write off.
AR # 4065	$3,232.24				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4077	$530.89				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.

AR NO INFORMATION COMPLETE WRITE OFF

AR #4080	$481.33				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4088	$484.21				Fire Department billing. Non Susanville residents. No information to track down. Complete write off..
AR # 4368	$282.94				Public Works billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4339	$1,546.44				Fire Department billing. Lives out of State. No information to track down. Complete write off.
AR # 4181	$600.00				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4335	$974.54				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4334	$574.54				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4192	$824.68				Fire Department billing. Lives out of State. No information to track down. Complete write off.
AR # 4093	$683.38				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.

AR NO INFORMATION COMPLETE WRITE OFF					
AR # 4212	$415.48				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4229	$382.49				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 3736	$120.00				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4412	$347.15				Fire Department Billing. Deceased. Complete write off.
AR # 4191	$424.68				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4223	$189.00				Police Department billing. Non Susanville resident. No information on file. Complete write off.
AR # 4261	$1,027.14				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4226	$585.99				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4233	$1,468.48				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.
AR # 4108	$244.80				Fire Department billing. Non Susanville residents. No information to track down. Complete write off.

AR READY FOR COLLECTIONS

AR # 4404	$394.21				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
AR # 4180	$1,505.44				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
AR # 4194	$437.85				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
AR # 4151	$698.73				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
AR # 4300	$378.00				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
AR # 4245	$702.08				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
AR # 4148	$846.58				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
AR #4403	$1,999.38				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
AR #4464	$246.00				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
AR #4478	$575.08				Fire Department billing. Non Susanville resident. Have ID on file to send to collections.
Total	**$31,241.84**				

AGENDA ITEM NO. **10A**

Reviewed by: ___ City Administrator
____ City Attorney

___ Motion only
___ Public Hearing
_X_ Resolution
___ Ordinance
___ Information

Submitted By: Jared G. Hancock, City Adminsitrator

Action Date: September 2, 2015

SUSANVILLE PUBLIC FINANCING AUTHORITY AGENDA ITEM

SUBJECT: **Resolution No. FA 15-11** Resolution of the Board of Directors of the Susanville Public Financing Authority authorizing appointment of Officers.

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The Susanville Public Financing Authority, established in 1990, requires the appointment of a Chairman, Vice Chairman, Secretary, and Officers by the Board. It is necessary to update the appointment, and staff recommends the appointments as listed on Resolution No. FA 15-11 attached.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to approve Resolution FA 15-11, Resolution of the Board of Directors of the Susanville Public Financing Authority authorizing appointment of Officers.

ATTACHMENTS: Resolution FA 15-11

RESOLUTION NO. FA 15-11
RESOLUTION OF THE GOVERNING BOARD OF THE SUSANVILLE PUBLIC FINANCING AUTHORITY AUTHORIZING THE APPOINTMENT OF OFFICERS

WHEREAS, pursuant to Article III, Section 3.02. and 3.03 of the Rules and Regulations of the Susanville Public Finance Authority the Chairman, Vice Chairman, Secretary and Executive Officer shall be appointed by the Board and shall hold office until they shall resign, or be removed; and

WHEREAS, each shall hold office for such period, have such authority and perform such duties as are provided by the Rules and Regulations of the Susanville Public Finance Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Susanville Public Finance Authority that the following persons be elected to the offices as Chairman, Vice Chairman, Secretary and Executive Officer to serve until they are no longer a Director, they resign, are removed from office or the election and qualification of a successor:

Chairman:	Mayor
Vice Chairman:	Mayor pro tem
Executive Officer:	City Administrator
Secretary:	City Clerk

I, the undersigned Secretary of the Susanville Public Financing Authority, hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Directors at a meeting thereof on the 2nd day of September, 2015, by the following vote of the members thereof:

AYES:
NOES:
ABSENT:
ABSTAINING:

APPROVED: _____
Brian R. Wilson, Chairman

ATTEST: _____
Gwenna MacDonald, Secretary

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

AGENDA ITEM NO. **10B**

Reviewed by: ~~JGH~~ City Administrator
____ City Attorney

___ Motion only
___ Public Hearing
_X_ Resolution
___ Ordinance
___ Information

Submitted By: Jared G. Hancock, City Adminsitrator

Action Date: September 2, 2015

SUSANVILLE PUBLIC FINANCING AUTHORITY AGENDA ITEM

SUBJECT: **Resolution No. FA 15-12** Resolution of the Board of Directors of the Susanville Public Financing Authority authorizing the execution of certain financing documents for the construction of a community pool and directing certain actions with respect thereto

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: At the request of the City Council, staff has been working with Umpqua Bank to issue $1.2 million in financing with $1.1 million being transferred to the Honey Lake Valley Recreation Authority (JPA) for the City's share of the construction cost for the new community pool. The City will be using the Facility Lease-Lease Back method for the loan financing. Under this method, the City and the Susanville Public Financing Authority (the "Authority") will enter into a Site Lease Agreement for use of the property at 1805 Main Street. The City agrees to lease the property to the Authority who will assign the lease agreement to Umpqua Bank. The Bank will lease the property back to the City and the City will pay rent to the Bank. The City used this same method to finance the modernization of City Hall in 2002.

FISCAL IMPACT: Total debt service cost principal and interest over life of loan, $1,736,376. Principal $1.1 million, approximately $536,376 in interest and approximately $50,000 in loan closing costs with the remaining $50,000 will be used for the first lease payment. Upon receiving the funds, the City will transfer $1.1 million to the JPA.

ACTION REQUESTED: Motion to approve Resolution FA 15-12, Resolution of the Board of Directors of the Susanville Public Financing Authority authorizing the execution of certain financing documents for the construction of a community pool and directing certain actions with respect thereto

ATTACHMENTS:
Resolution FA 15-12
Lease Agreement
Memorandum of Lease Agreement
Lease Assignment Agreement

RESOLUTION NO. FA 15-12

RESOLUTION OF THE GOVERNING BOARD OF THE SUSANVILLE PUBLIC FINANCING AUTHORITY AUTHORIZING THE EXECUTION OF CERTAIN FINANCING DOCUMENTS WITH THE CITY OF SUSANVILLE FOR CONSTRUCTION OF A COMMUNITY POOL AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

WHEREAS, the City of Susanville (the "City"), working with the Susanville Public Finance Authority (the "Authority"), has determined the need for the execution and delivery of $1,200,000 aggregate principal amount of a loan (the "Loan") to finance, among other things, a portion of the costs of the construction of a community swimming pool and related costs and improvements thereto by the Honey Lake Valley Recreational Authority; and

WHEREAS, the Board of Directors of the Authority (the "Board") has determined that it is in the public interest and for the public benefit that the Authority authorize and direct the execution of certain financing documents in connection with the Loan; and

WHEREAS, the documents herein specified have been filed with the Authority and the Board of Directors of the Authority, with the aid of City staff, have reviewed said documents; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Susanville Public Finance Authority as follows:

Section 1. Recitals. All of the recitals herein contained are true and correct and the Board of Directors of the Authority so finds.

Section 2. Approval of Documents. The below-enumerated documents are hereby approved, and the Chair, the Vice Chair, or any designee thereof (each, a "Designated Officer"), is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such Designated Officer, the execution thereof to be conclusive evidence of such approval:

(a) a site and facility lease, by and between the City, as lessor, and the Authority, as lessee (the "Site and Facility Lease"), pursuant to which the City will lease certain existing real property and the improvements thereon (the "Property") to the Authority;

(b) a lease agreement, by and between the Authority, as sublessor, and the City, as sublessee (the "Lease Agreement"), pursuant to which the Authority will sublease the Property to the City, and pursuant to which the City will agree to make certain payments thereto (the "Lease Payments"); and

(c) an assignment agreement, by and between the Authority and Umpqua Bank (the "Purchaser"), as assignee, pursuant to which the Authority will assign to the Purchaser certain of its rights under the Site and Facility Lease and the Lease Agreement, including its right to receive a portion of the Lease Payments thereunder.

Section 3. Ratification of Prior Actions. All acts, transactions or agreements undertaken, prior to the adoption of these resolutions by any of the officers of the Authority, or their designees, in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed and adopted by the Authority.

Section 4. Approval of Additional Documents. The Designated Officers and other officials of the Authority are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary or advisable to effect the purposes of this resolution and the lease financing and the Loan herein authorized.

Section 5. Effective Date. This Resolution shall take effect from and after the date of approval and adoption thereof.

I, the undersigned Secretary of the Susanville Public Financing Authority, hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Directors at a meeting thereof on the 2nd day of September, 2015, by the following vote of the members thereof:

AYES:
NOES:
ABSENT:
ABSTAINING:

APPROVED: _____
Brian R. Wilson, Chairman

ATTEST: _____
Gwenna MacDonald, Secretary

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

LEASE AGREEMENT

Dated as of September 1, 2015

by and between the

SUSANVILLE PUBLIC FINANCING AUTHORITY, as Sublessor

and the

CITY OF SUSANVILLE, as Sublessee

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LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease Agreement"), dated as of September 1, 2015, is by and between the SUSANVILLE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessor (the "Authority"), and the CITY OF SUSANVILLE, a political subdivision organized and existing under and by virtue of the laws of the State of California, as lessee (the "City");

W I T N E S S E T H:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of September 1, 2015 (the "Site and Facility Lease"), the City has leased those certain parcels of real property situated in City of Susanville, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of enabling the City to partially finance the construction of a community swimming pool and related improvements by the Honey Lake Valley Recreation Authority;

WHEREAS, the Authority proposes to lease the Property back to the City pursuant to this Lease Agreement and to assign all of its rights, title and interest in, to and under this Lease Agreement, including its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the City and its rights under the Site and Facility Lease, to Umpqua Bank (the "Assignee"), pursuant to that certain assignment agreement, dated as of September 1, 2015, by and between the Authority and the Assignee; and

WHEREAS, the City and the Authority have agreed to enter into this Lease Agreement providing for Lease Payments with an aggregate principal component in the amount of $1,200,000 for the purpose of implementing the financing transactions described above.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease Agreement.

"*Additional Payments*" means the amounts specified as such in Section 4.3(b) of this Lease Agreement.

"*Applicable Environmental Laws*" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

(a) the existence, cleanup, and/or remedy of contamination on property;

(b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;

(c) the control of hazardous wastes; or

(d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"*Applicable Law*" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Applicable Environmental Laws, (iii) applicable seismic building code requirements at the time of construction, and (iv) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

"*Assignee*" means initially, Umpqua Bank, as assignee of all rights, title and interests of the Authority hereunder, and (b) any other entity to whom the rights of the Authority hereunder are assigned, including subsequent assignees of the Assignee.

"*Assignment Agreement*" means the Assignment Agreement, dated as of September 1, 2015, by and between the Authority, as assignor, and the Assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"*Authority*" means the Susanville Public Finance Authority, a joint exercise of powers authority, organized and existing under the laws of the State.

"*Authority Representative*" means the Chair, the Vice Chair, the Executive Director or the Treasurer or the designee of any such official, or any other person authorized by resolution of the Authority delivered to the Assignee to act on behalf of the Authority under or with respect to the Site and Facility Lease, the Lease Agreement and the Assignment Agreement.

"*City Council*" means the City Council of the City of Susanville.

"*Business Day*" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"*City*" means the City of Susanville, a municipal corporation organized and existing under the laws of the State.

"*Closing Date*" means the date this Lease Agreement or a memorandum thereof is recorded in the office of the City Recorder of the City of Susanville.

"*Contract*" means any indenture, trust agreement, contract, agreement (other than this Lease Agreement), other contractual restriction, lease, mortgage or instrument.

"*City Representative*" means the Mayor, the Mayor pro tem, the City Administrator, or the designee of any such official, or any other person authorized by resolution delivered to the Authority and the Assignee to act on behalf of the City under or with respect to the Site and Facility Lease and this Lease Agreement.

"*Event of Default*" means any of the events of default as defined in Section 8.1.

"*Facility*" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"*Federal Securities*" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"*Fiscal Year*" means each twelve-month period during the Term of this Lease Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the City as its fiscal year period.

"*Governmental Authority*" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, city or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"*Hazardous Substance*" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

"*Lease Agreement*" means this Lease Agreement, dated as of September 1, 2015, between the Authority and the City.

"*Lease Payment Date*" means April 1 and October 1 in each year, commencing March 1, 2016, and continuing to and including the date on which the Lease Payments are paid in full.

"*Lease Payments*" means all payments required to be paid by the City under Section 4.3, including any prepayment thereof under Sections 9.2 or 9.3.

"*Material Adverse Effect*" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the City, (b) the ability of the City to carry out its business in the manner conducted as of the date of this Lease Agreement or to meet or perform its obligations under this Lease Agreement on a timely basis, (c) the validity or enforceability of this Lease Agreement, or (d) the exclusion of the interest component of the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

"*Material Litigation*" means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any Governmental Authority, (a) if determined adversely to the City, may have a Material Adverse Effect, (b) seek to restrain or enjoin any of the transactions contemplated by this Lease Agreement, or (c) may adversely affect (i) the exclusion of the interest component of the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (ii) the ability of the City to perform its obligations under this Lease Agreement.

"*Net Proceeds*" means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"*Permitted Encumbrances*" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article VI of this Lease Agreement; (b) the Site and Facility Lease, this Lease Agreement and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the City

certifies in writing will not materially impair the use of the Property for its intended purposes and for which the Assignee consents.

"*Property*" means, collectively, the Site and the Facility.

"*Rental Period*" means each period during the Term of the Lease commencing on and including September 2 in each year and extending to and including the next succeeding September 1. The first Rental Period begins on the Closing Date and ends on September 1, 2016.

"*Site*" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"*Site and Facility Lease*" means the Site and Facility Lease, dated as of September 1, 2015, by and between the City, as lessor, and the Authority, as lessee, together with any duly authorized and executed amendments thereto.

"*Special Counsel*" means an attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"*State*" means the State of California.

"*Tax Code*" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"*Taxable Rate*" means an interest rate equal to 4.67% per annum.

"*Term of this Lease Agreement*" or "*Term*" means the time during which this Lease Agreement is in effect, as provided in Section 4.2.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the City. The City makes the following covenants, representations and warranties to the Authority as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence.* The City is a municipal corporation, organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site and Facility Lease and this Lease Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the City has duly authorized the execution and delivery by the City of the Site and Facility Lease and this Lease Agreement.

(b) *Due Execution.* The representative of the City executing the Site and Facility Lease and this Lease Agreement has been fully authorized to execute the same by a resolution duly adopted by the City Council.

(c) *Valid, Binding and Enforceable Obligations.* The Site and Facility Lease and this Lease Agreement have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms.

(d) *No Conflicts.* The execution and delivery of the Site and Facility Lease and this Lease Agreement, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease or this Lease Agreement or the financial condition, assets, properties or operations of the City.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Site and Facility Lease and this Lease Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice

of which has been served on the City or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a Material Adverse Effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease and this Lease Agreement or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would have a Material Adverse Effect on the consummation of the transactions contemplated by this Lease Agreement, or the financial condition, assets, properties or operations of the City.

(g) *Sufficient Funds.* The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(h) *No Defaults.* The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title.* The City is the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Property.* During the term of this Lease Agreement, the Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(k) *Hazardous Substances.* The Property is free of all Hazardous Substances, and the City is in full compliance with all Applicable Environmental Laws.

(l) *Flooding Risk.* The Property is not located in a 100-year flood zone and has never been subject to material damage from flooding.

(m) *Value of Property.* The value of the Property (real property replacement cost) is not less than $1,200,000.

(n) *Essential to City Operations.* The Property is essential to the City's efficient and economic operations and the lease thereof for use by the City is in the best interest of the City.

(o) *Financial Statements.* The statement of financial position of the City as of June 30, 2014, and the related statement of activities and statement of cash flows and changes in financial position for the year then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Assignee, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the City at such date and for such period, and were prepared in accordance with generally accepted accounting principles. Since the period of such statements, there has been no (i) change which

would have a Material Adverse Effect and (ii) no material increase in the indebtedness of the City.

(p) *No Material Adverse Change*. Since the most current date of the information, financial or otherwise, supplied by the City to the Assignee:

(i) There has been no change in the assets, liabilities, financial position or results of operations of the City which might reasonably be anticipated to cause a Material Adverse Effect.

(ii) The City has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(iii) The City has not (A) incurred any material indebtedness, other than the Lease Payments, and trade accounts payable arising in the ordinary course of the City's business and not past due, or (B) guaranteed the indebtedness of any other person.

(q) *Accuracy of Information*. All information, reports and other papers and data furnished by the City to the Assignee were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Assignee a true and accurate knowledge of the subject matter and were provided in expectation of the Assignee' reliance thereon in entering into the transactions contemplated by this Lease Agreement. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Assignee or in other such information, reports, papers and data or otherwise disclosed in writing to the Assignee prior to the Closing Date. Any financial, budget and other projections furnished to the Assignee by the City or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the City's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Assignee in connection with the negotiation, preparation or execution of this Lease Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(r) *Facility*. The Facility complies with all applicable restrictive covenants, zoning ordinances, building laws and other Applicable Laws (including without limitation, the Americans with Disabilities Act, as amended).

(s) *No Condemnation*. The City hereby covenants and agrees, to the extent it may lawfully do so, that so long as any amounts are owed to the Assignee, that it will not exercise the power of condemnation with respect to the Property. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the City should fail or refuse to abide by such covenant and condemns the Property, the appraised value of the Property shall not be less than the greater of (i) if such Lease

Payments are then subject to prepayment, or (ii) if such Lease Payments are not then subject to prepayment, the amount necessary to prepay the Lease Payments to the first available prepayment date.

(t) *Role of Assignee*. The City acknowledges that (i) Umpqua Bank, as the Assignee under the Assignment Agreement, is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor, (ii) the Assignee has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City with respect to the Lease Payments, (iii) the Assignee has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, if any, or the correctness of any legal interpretation made by counsel to any other party, if any, with respect to any such matters, and (iv) the City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the financing effectuated through this Lease Agreement from its financial, legal and other advisors (and not from the Assignee nor the Assignee's legal counsel Nixon Peabody LLP) to the extent that the City desired to obtain such advice.

Section 2.2. Covenants, Representations and Warranties of the Authority. The Authority makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The Authority is a joint exercise of powers authority, duly organized and existing under the laws of the State, has full legal right, power and authority to enter into the Site and Facility Lease, this Lease Agreement and the Assignment Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Authority has duly authorized the execution and delivery by the Authority of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement.

(b) *Due Execution*. The representative of the Authority executing the Site and Facility Lease, this Lease Agreement and the Assignment Agreement is fully authorized to execute the same under official action taken by the City Council.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease, this Lease Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever

upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement and the Assignment Agreement or the financial condition, assets, properties or operations of the Authority.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice of which has been served on the Authority or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement or the Assignment Agreement or the financial condition,- assets, properties or operations of the Authority.

(g) *Cooperation.* The Authority shall cooperate fully with the Assignee at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of this Lease Agreement and shall cooperate fully with the City in contesting any lien filed or established against the Property, upon the request and at the expense of the City pursuant to Article V of this Lease Agreement.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, from the amounts paid by the Assignee, the City shall cause (a) the amount of $1,200,000 to be transferred to the City of Susanville.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by the Authority Back to the City.

(a) The Authority hereby subleases the Property to the City, and the City hereby subleases the Property from the Authority, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the City to the Authority pursuant to the Site and Facility Lease shall not affect or result in a merger of the City's subleasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease Agreement commences on the date of recordation of this Lease Agreement or a memorandum hereof and ends on [September 1, 2030], or the date on which all of the Lease Payments have been paid in full pursuant to the terms of this Lease Agreement. If on [September 1, 2030], the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the City shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the City, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed ten (10) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit C; *provided, however*, that if any Lease Payment Date is not a Business Day, such Lease Payment shall be due on the next succeeding Business Day. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period. Upon the occurrence of an Event of Taxability (as hereafter defined), the interest component of Lease Payments shall be at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the Assignee for federal income tax purposes and the City will pay such additional amount as will result in Assignee receiving the interest component at the Taxable Rate. For purposes of this Section 4.3(a), "Event of Taxability" means a determination that the interest component is includible for federal income tax purposes in the gross income of the Assignee due to the City's action or failure to take any action.

(b) *Additional Payments*. In addition to the Lease Payments set forth herein, the City agrees to pay as Additional Payments all of the following:

(i) all taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Property or upon any interest of the Authority therein or in this Lease Agreement; provided, however, the City may, at the City's expense and in its name, in good faith contest any such taxes and assessments and, in the event of such contest, may permit such taxes and assessments to remain unpaid during the period of such contest and appeal therefrom unless the Authority shall notify the City that, in the opinion of Special Counsel, by nonpayment of any such items, the interest of the Authority in the Property will be materially endangered or the Property, or any portion thereof, will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes and assessments or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority;

(ii) insurance premiums, if any, on all insurance required under the provisions of Article V hereof;

(iii) any other reasonable fees, costs or expenses incurred by the Authority in connection with the execution, performance or enforcement of this Lease Agreement or any of the transactions contemplated hereby or related to the Property, including, without limitation, any amounts which may become due; provided, however, the City shall not be responsible for any costs incurred by the Authority associated with any assignment made by the Assignee; and

(iv) any amounts required to be paid as rebate to the United States pursuant to the Tax Certificate.

Amounts constituting Additional Payments payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Authority to the City stating the amount of Additional Payments then due and payable and the purpose thereof.

(c) *Effect of Prepayment*. If the City prepays all Lease Payments in full under Sections 9.2 or 9.3, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under Section 9.3, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(d) *Rate Upon Lease Payment Default*. If the City fails to make any of the Lease Payments required in this Section 4.3 for more than ten days after the due date for payment, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay a rate equal to the rates specified in paragraph (a) above, plus 5% from the date of default to the date of payment.

(e) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period, and will be paid by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments due during each Rental Period are not in excess of the fair rental value of the Property during such Rental Periods. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(f) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the City, subject to the provisions of Sections 6.1, 6.3 and 9.1. The City covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

(g) *Allocation of Lease Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(h) *No Offsets.* Notwithstanding any dispute between the Authority, or Assignee as the Authority's assignee, and the City, the City shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(i) *Assignment Agreement.* The City understands and agrees that all Lease Payments have been assigned by the Authority to the Assignee under the Assignment Agreement executed concurrently herewith, and the City hereby assents to such assignment. The Authority hereby directs the City, and the City hereby agrees, to pay to the Assignee, all payments payable by the City under this Section 4.3 and all amounts payable by the City under Article IX. Lease Payments shall be paid to the Assignee pursuant to an invoice to be transmitted to the City by the Assignee not less than thirty (30) days prior to each Lease Payment Date.

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease Agreement, the Authority will provide the City with quiet use and enjoyment of the Property and the City will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease Agreement. The Authority will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so.

Notwithstanding the foregoing, the Authority and the Assignee have the right to inspect the Property as provided in Sections 5.12(c) and 7.2.

Section 4.5. Title. At all times during the Term of this Lease Agreement, the City shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease Agreement (other than under Section 8.2(b) hereof), all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the City. Upon the payment in full of all Lease Payments allocable to the Property, or upon the deposit by the City of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the City. The Authority agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer.

Section 4.6. Release of Excess Property. The City may, at any time and from time to time, release any portion of the Property (the "Released Property") from the Lease, with the prior written consent of the Assignee, which consent shall be at the Assignee' sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The City shall certify to the Authority and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Property to be remaining following release of the Released Property;

(b) The City shall file with the Authority and the Assignee, and cause to be recorded in the office of the City of Susanville Recorder, an amendment to this Lease Agreement which deletes the Released Property from the description of the Property;

(c) The City shall file with the Authority and the Assignee a written certificate of the City stating the City's determination that the estimated value of the real property which will remain leased under this Lease Agreement following such release is at least equal to the original principal components of the Lease Payments and upon request of the Assignee, the City shall provide to the Assignee additional information and documents to evidence the value of the remaining portion of the Property;

(d) The City shall file with the Authority and the Assignee a written certificate of the City stating the City's determination that the estimated fair rental value, for each remaining Rental Period and in the aggregate, of the Property remaining after release of the Released Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The City shall file with the Authority and the Assignee such other information, documents and instruments as the Authority or the Assignee shall reasonably request, including (if requested by the Assignee) evidence of the insurable value of the Property to be remaining following release of the Released Property, indicating that such value is in excess of the then

unpaid principal component of the Lease Payments and such endorsements to the title policy delivered on the Closing Date.

(f) Payment of all reasonable fees and costs of the Assignee, including, but not limited to, fees of counsel to the Assignee, with respect to the providing any requested consent hereunder or any document related hereto.

Upon the satisfaction of all such conditions precedent, the Term of this Lease Agreement will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Authority and the City shall execute, deliver and cause to be recorded all documents required to discharge this Lease Agreement of record against the Released Property.

Section 4.7. Substitution of Property. (a) In the event of damage or destruction of the Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available or in the event that following the condemnation of all or a portion of the Property the fair rental value of the Property remaining after such condemnation is less than the remaining Lease Payments due under this Lease Agreement, the City shall substitute under the Site and Facility Lease and this Lease Agreement one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b). If for any reason the City is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the City shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the teens of this Lease Agreement.

The City will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City is obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in faun satisfactory to the Authority. The City shall promptly notify the Assignee of any tax, assessment, utility or other charge it elects to contest.

Section 5.2. Modification of Property. The City has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease Agreement. Such additions, modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The City shall maintain or cause to be maintained throughout the Term of this Lease Agreement a standard comprehensive general

liability insurance policy or policies in protection of the City, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Such policy or policies must provide coverage with limits of at least $1,000,000 per occurrence, $3,000,000 in the aggregate, for bodily injury and property damage coverage, and excess liability umbrella coverage of at least $5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Assignee. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with Assignee' prior written consent, a self insurance program), and may be maintained in whole or in part in the faun of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, casualty insurance against loss or damage to all buildings situated on the Property and owned by the City, in an amount at least equal to the greater of the replacement value of the insured buildings and the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed $250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with the Assignee' prior written consent, a self insurance program), and may be maintained in whole or in part in the foul), of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the City. The City will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the City shall carry worker's compensation insurance covering all employees on, in, near or about the Property and, upon request, shall furnish to the Authority certificates evidencing such coverage throughout the Term of this Lease Agreement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including a self

insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the City shall, at its expense, (a) cause this Lease Agreement, the Site and Facility Lease and the Assignment Agreement, or a memorandum hereof or thereof in form and substance approved by the Assignee, to be recorded in the office of the City of Susanville Recorder with respect to the Property, and (b) obtain a CLTA title insurance policy insuring the Assignee' interests in the leasehold estate established under the Site and Facility Lease and hereunder in the Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the City and the Assignee as insured parties and the Assignee as loss payees and shall include a lender's loss payable endorsement for the benefit of the Assignee. In the case of coverage pursuant to Section 5.3, the Authority and the Assignee shall be added as an additional insureds. Prior to the Closing Date, the City will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the City will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the City shall notify the Assignee of such fact.

Section 5.9. Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the City, in which the Authority has no interest, and may be modified or removed by the City at any time. The City must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.10. Liens. The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Assignee do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Assignee provides its prior written approval, which

approval shall be at Assignee' sole discretion. Except as expressly provided in this Article V, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City will reimburse the Assignee for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the City fails to perform any of its obligations under this Article V, the Authority may take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The City will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) *Notification of Assignee.* The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the City will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection.* The City will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. City Consent to Assignment Agreement. The Authority's rights under this Lease Agreement (excluding the right to receive notices, the right to reimbursement of costs and to indemnification), including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment Agreement. The City hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The City agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Property and in this Lease Agreement.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a governmental entity threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the City and the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award.*

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the City in the event of any such damage or destruction shall be deposited by the City promptly upon receipt thereof in a special fund with the Assignee designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the City shall determine and notify the Authority and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid principal component of the Lease Payments.

(iii) In the event the City's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments and other amounts pursuant to Section 9.3 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments, all accrued and unpaid interest, Prepayment Premiums described in Section 9.2, and all other costs related to such prepayments pursuant to Section 9.3 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; *provided*

further, *however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, evidenced by a certificate signed by a City Representative.

(iv) In the event the City's determination is as set forth in clause (B) of subparagraph (ii) above and the City certifies to the Assignee that such repair or replacement can be completed within 24 months, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the City, and until the Property has been restored to its prior condition, the City shall not place any lien or encumbrance on the Property that is senior to this Lease Agreement without the prior written consent of the Assignee, at its sole discretion.

(b) *From Eminent Domain Award.* If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the City in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the City has given written notice to the Authority and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the City shall so certify to the Authority and the Assignee, and the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(ii) If the City has given written notice to the Authority and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the City shall so certify to the Authority and the Assignee, and the City shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the City has given written notice to the Authority and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement or (B) all of the Property shall have been taken in such eminent domain proceedings, then the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the City may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Authority and the Assignee. Any such determination by the City shall be final.

(c) *From Title Insurance*. The Net Proceeds from a title insurance award shall be deposited by the City in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the City of the Property or any portion thereof to the extent to be agreed upon by the City and the Assignee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a City Representative to the Authority and the Assignee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the City waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE CITY

Section 7.1. Disclaimer of Warranties. THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CITY LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. In no event is the Authority liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement for the existence, furnishing, functioning or use of the Property by the City.

Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry. The City agrees that the Authority, and the Authority's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the City, to enter upon and to examine and inspect (to the extent permitted by law and public policy) the Property or any part thereof. The City further agrees that the Authority, and the Authority's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the City, as may be reasonably necessary to cause the proper maintenance of the Property if the City fails to perform its obligations hereunder. Neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

The City further grants, conveys and confirms to the Authority, for the use, benefit and enjoyment of the Authority, its successors and assigns in interest to the Property, including the Assignee, and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease Agreement over, across and under the property of the City adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.3. Release and Indemnification Covenants. The City hereby indemnifies the Authority, the Assignee and their respective directors, officers, agents, employees, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the City or the City's employees, agents, contractors, invitees or licensees, (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement, (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any

Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct or gross negligence under this Lease Agreement by the Authority, the Assignee, or their respective officers, agents, employees, successors or assigns. The City and the Authority each agree to promptly give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment by the Authority. The Authority's rights, title and interests under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the City hereunder, have been assigned to the Assignee; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses hereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Assignee to the extent such rights accrue to the Assignee. The City hereby consents to such assignment. Whenever in this Lease Agreement any reference is made to the Authority, such reference shall be deemed to refer to the Assignee (including its assignees).

The Assignee may make additional assignments of its rights, title and interests herein;, provided that such assignment is, as certified by such assignee of the Assignee (which may be in the form of the investor letter referred to in this paragraph), to (i) an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, or (ii) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, and is in compliance with all applicable securities laws; provided further that but no such assignment will be effective as against the City unless and until the Assignee has filed with the City at least five (5) Business Days' prior written notice thereof and an executed copy of an investor's letter executed by such assignee of the Assignee and addressed to the City and the Authority substantially in the form of the letter delivered by the Assignee on the Closing Date.

Section 7.5. Assignment and Subleasing by the City. This Lease Agreement may not be assigned, mortgaged, pledged or transferred by the City. The City may sublease the Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee' sole discretion, subject to all of the following conditions:

(a) This Lease Agreement and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City, and any sublease shall be subject and subordinate to this Lease Agreement.

(b) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the City may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The City shall furnish the Authority and the Assignee with a written opinion of Special Counsel stating that such sublease does not cause the interest components of the Lease

Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

(e) Any such sublease shall be subject and subordinate in all respects to the Site and Facility Lease and this Lease Agreement.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the fair market value of the Property.

Section 7.6. Section 7.6 Amendment of Lease Agreement.

(a) *Substitution of Property*. The City shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other property (the "Substitute Property") for the Property, with the prior written consent of the Assignee, provided that the City shall satisfy all of the following requirements (to the extent applicable) which are hereby declared to be conditions precedent to such substitution:

(i) the City shall file with the Authority and the Assignee an amended Exhibit A to the Site and Facility Lease which adds thereto a description of such substitute site and deletes therefrom the description of the former Site;

(ii) the City shall file with the Authority and the Assignee an amended Exhibit A to this Lease Agreement which adds thereto a description of such substitute site and deletes therefrom the description of the former Site;

(iii) the City shall file with the Authority and the Assignee an amended Exhibit B to the Site and Facility Lease which adds thereto a description of such substitute facility and deletes therefrom the description of the former Facility;

(iv) the City shall file with the Authority and the Assignee an amended Exhibit B to this Lease Agreement which adds thereto a description of such substitute facility and deletes therefrom the description of the fanner Facility;

(v) The City shall certify in writing to the Authority and the Assignee that the Substitute Property serves the purposes of the City, constitutes property that is unencumbered, subject to Permitted Encumbrances, and constitutes property which the City is permitted to lease under the laws of the State;

(vi) The City delivers to the Authority and the Assignee evidence (which may be insurance values or any other reasonable basis of valuation and need not require an appraisal) that the value of the Property following such substitution is equal to or greater than the unpaid principal amount of this Lease Agreement;

(vii) The Substitute Property shall not cause the City to violate any of its covenants, representations and warranties made herein;

(viii) The City shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which adds thereto a description of the substitute Site and deletes therefrom the description of the former Site; and

(ix) The City shall certify that the Substitute Property is essential to the City as was the former Property,

(b) *Generally.* The City and the Authority may at any time amend or modify any of the provisions of this Lease Agreement, but only (i) with the prior written consent of the Assignee, or (ii) without the consent of the Assignee, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, or in any other respect whatsoever as the City and the Authority may deem necessary or desirable, provided that, in the opinion of Special Counsel, such modifications or amendments will not materially adversely affect the interests of the Assignee; or

(iii) to amend any provision thereof relating to the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest with respect to the Lease Agreement under the Code, in the opinion of Special Counsel.

Section 7.7. Tax Covenants.

(a) *Generally.* The City will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income of the Assignee for federal income tax purposes and will deliver a tax certificate on the Closing Date.

(b) *Private Activity Bond Limitation.* The City will ensure that the proceeds of the Lease Payments are not so used as to cause the City's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing

Date would have caused the Lease Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

(f) *Bank Qualification.* The City hereby designates this Lease for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than $10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), this Lease Agreement, has been or will be issued by the City, including all subordinate entities of the City, during the calendar year 2015.

Section 7.8. Financial Statements; Budgets; Other Information. Within two hundred ten (210) days following the end of each Fiscal Year of the City during the Term of this Lease Agreement, the City will provide the Authority and the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the City's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standards Board pronouncements and applicable State law. Within thirty (30) days of the end of each fiscal year, the City will provide the Assignee with a copy of its annual budget. The City hereby agrees to provide the Assignee with such other information as may be reasonably requested by the Assignee. **[ADDITIONAL INFORMATION TO BE DETERMINED]**

Section 7.9. Records and Accounts. The City covenants and agrees that it shall keep proper books of record and accounts of its operations in accordance with GASB, in which complete and correct entries shall be made of all transactions relating to the City. Said books and records shall at all reasonable times be subject to the inspection of the Assignee upon 72 hours' prior notice.

Section 7.10. Observance of Laws and Regulations. The City will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations, regulations or Applicable Laws now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board, commission or Governmental Authority having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the City , including the City's right to exist and carry on business as a county, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 7.11. Notices. During the Term of this Lease Agreement, the City shall provide to the Assignee:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Lease Agreement, together with a detailed statement by a City Representative of the steps being taken by the City to cure the effect of such Event of Default.

(b) prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority.

(c) with reasonable promptness, such other information respecting the City, and the operations, affairs and financial condition of the City as the Assignee may from time to time reasonably request.

(d) Notices of filings with the Municipal Securities Regulatory Board's EMMA system, other than regular annual filings.

(e) Notice of an event that could cause a Material Adverse Effect.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Assignee. However, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the Authority and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar federal or State act now existing or which may hereafter be enacted.

(d) Any statement, representation or warranty made by the City in or pursuant to this Lease Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the City is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Assignee or any affiliate of the Assignee, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $250,000.

(f) Any default by the City to observe any covenant, condition or agreement on its part to be observed or performed under the Site and Facility Lease.

(g) Any court of competent jurisdiction shall find or rule that the Site and Facility Lease or this Lease Agreement is not valid or binding against the City.

(h) The City abandons any part of the Property.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease Agreement; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; provided, that no termination of this Lease Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Authority does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Property, or, if the Authority is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Authority or any suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such reentry or obtaining possession of the Property or the exercise of any other remedy by the Authority. The City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in Amador City for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Authority to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The City agrees to surrender and quit possession of the Property upon demand of the Authority for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Authority in excess of the sum of Lease Payments plus costs and expenses incurred by the Authority for its services in re-leasing the Property shall be paid to the City.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease Agreement and re-lease all or any portion of the Property, subject to the Site and Facility Lease. If the Authority terminates this Lease

Agreement at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Property by the Authority in any manner whatsoever or the re-leasing of the Property), the City nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Authority from such re-leasing shall be applied by the Authority to Lease Payments due under this Lease Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property, or of the remainder of the Term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site and Facility Lease.* If an Event of Default occurs and continues hereunder, the Authority may exercise its rights under the Site and Facility Lease.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease Agreement defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party (including the Assignee) the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Assignee, to which assignment the City hereby consents.

Section 8.7. Judicial Reference.

(a) *Judicial Reference*. The Authority and the City hereby agree: (i) each proceeding or hearing based upon or arising out of, directly or indirectly, this Lease Agreement, the Site and Facility Lease, the Property or any document related thereto (including the Assignment Agreement), any dealings between the City and the Authority related to the subject matter of this Lease Agreement, the Site and Facility Lease or any related transactions, and/or the relationship that is being established between the City and the Authority (hereinafter, a "Claim") shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of Section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by either the Authority or the City, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Authority and the City agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) the Authority and the City shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 8.7; (iv) either the Authority or the City, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; (v) the Authority and the City, as applicable, will each have such rights to assert such objections as are set forth in Section 638 et seq. of the California Code of Civil Procedure; and (vi) all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(b) *Selection of Referee; Powers*. The parties to the Reference proceeding shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Los Angeles County Superior Court, or of the U.S. District Court for the Southern District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 8.7.

(c) *Provisional Remedies and Self Help.* No provision of this Section 8.7 shall limit the right of either the Authority or the City, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Authority or the City to the Reference pursuant to this Section 8.7(c).

(d) *Costs and Fees.* Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the City may on any date secure the payment of the Lease Payments in whole or in part by depositing with the Assignee or a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Assignee, which cash so held is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant (which opinion must be in form and substance, and with such an accountant, acceptable to the Assignee and addressed and delivered to the Assignee), together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the City instructs at the time of said deposit; *provided, however*, that at or prior to the date on which any such security deposit is established, the City shall deliver to the Assignee an opinion of Special Counsel (in form and substance acceptable to the Assignee) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the Assignee for federal income tax purposes. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease Agreement shall continue, (ii) all obligations of the City under this Lease Agreement, and all security provided by this Lease Agreement for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the City to make, or cause to be made, all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the City, and (B) the release and indemnification obligations of the City under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.5, the Authority's leasehold interest in the Property will vest in the City on the date of said deposit automatically and without further action by the City or the Authority. The City hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease Agreement and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the Assignee or the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. Optional Prepayment. The City may prepay the principal component of the Lease Payments in full or in part, on any date upon at least 30 days' notice to the Assignee, at a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, and the premium set forth in the following table:

Prepayment Period	Prepayment Premium
September 1, 2015-August 31, 2016	105%
September 1, 2016-August 31, 2017	104%
September 1, 2017-August 31, 2018	103%
September 1, 2018-August 31, 2019	102%
September 1, 2019-August 31, 2020	101%
September 1, 2020 and thereafter	100%

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part in such order of prepayment as shall be selected by the City on any date, together with any accrued and-unpaid interest, and any- other- costs related to such prepayment, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.2. The City and the Authority hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the City's obligations under this Section 9.3.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City :	City of Susanville 66 North Lassen Street Susanville, CA 96130 Attention: City Administrative Officer Telephone: (530) 257-1000
If to the Authority:	Susanville Public Finance Authority c/o City of Susanville 66 North Lassen Street Susanville, CA 96130 Attention: City Administrative Officer Telephone: (530) 257-1000
If to the Assignee:	Umpqua Bank 2998 Douglas Boulevard, Suite 100 Roseville, CA 95661 Attention: [Mr. Dean Stephens, Vice President Phone: (916) 774-3937]

Section 10.2. Binding Effect. This Lease Agreement inures to the benefit of and is binding upon the Authority, the City and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease Agreement is a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property

hereby leased or intended to be so or for carrying out the expressed intention of this Lease Agreement.

Section 10.6. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease Agreement is governed by and construed in accordance with the laws of the State.

Section 10.8. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Lease Agreement.

Section 10.9. Subsequent Events. The Authority and the City hereby agree that this Lease Agreement is an executory contract for the sale of real property under 11 U.S.C. section 365(i) and the City will be in possession of the Property under section 365(i)(1). In the event the Authority or its successor files a voluntary bankruptcy or an involuntary petition for bankruptcy is filed against the Authority or its successor, the Authority and the City agree that the City will have the rights accorded under 11 U.S.C. section 365(i)(2) including, but not limited to, the right to remain in possession despite any rejection of this Lease Agreement by the Authority or its successor as debtor in possession or by its trustee and, upon termination of this Lease Agreement under Section 4.2 hereof, the City shall be entitled to the delivery of title to the Property from the Authority.

IN WITNESS WHEREOF, the Authority and the City have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

SUSANVILLE PUBLIC FINANCING AUTHORITY

By _____
Brian Wilson, Chairman

Attest:

_____
Gwenna MacDonald
Secretary

CITY OF SUSANVILLE

By _____
Nicholas McBride, Mayor Pro-Tempore

Attest:

_____
Gwenna MacDonald
City Clerk

EXHIBIT A

DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, CITY OF SUSANVILLE, AND IS DESCRIBED AS FOLLOWS:

For APN/Parcel ID(s): 105-162-08

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the intersection of the Northern line of Main Street with the Eastern line of Hall Street, as shown on that certain map entitled, "Amended Official Map of Milwood Tract", filed June 8, 1920 in the office of the County Recorder of the County of Lassen, State of California, in Book 1 of Maps, at Page 13; thence North 15°20' East along said line of Hall Street, 110 feet; thence South 73°41' East 150 feet; thence South 15°20' West 110 feet to the North line of Main Street; thence North 73°41' West along said line of Main Street 150 feet to the point of beginning.

Being a portion of what is commonly known as Block 40 of Hall's Addition to Susanville.

Excepting therefrom all oil, gas and other mineral rights in and under said property together with the exclusive right to use such portion of said property lying more than 500 feet below the surface thereof for the extraction of oil, gas and minerals from said property or properties in the vicinity thereof; however, with no right of surface entry whatsoever, as set forth in the deed recorded February 3, 1977, in Book 312, Page 347, of Official Records.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

Parcel 2:

Parcel B, as shown on that certain Parcel Map No. 155-9-78, for Lassen-Medico Dental Center, Inc., filed on September 19, 1978 in the office of the Lassen County Recorder in Book 15 of Maps, at Pages 33 and 34.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

EXHIBIT B

DESCRIPTION OF THE FACILITY

1805 Main Street – Susanville Police Department

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Total Lease Payment

[TO COME FROM BANK]

4814-5473-8214.3

AFTER RECORDATION RETURN TO:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, CA 90013
Attention: Rudy S. Salo, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11928 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

MEMORANDUM OF LEASE AGREEMENT

This MEMORANDUM OF LEASE AGREEMENT (this "Memorandum of Lease Agreement"), is entered into as of September 1, 2015, by and between the SUSANVILLE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as sublessor (the "Authority"), and the CITY OF SUSANVILLE, a political subdivision organized and existing under the laws of the State of California, as sublessee (the "City"), who agree as follows:

Section 1. The Lease. The City leases from the Authority and the Authority leases to the City, certain real property described in Section 2 hereof, and the improvements situated upon said real property, upon the terms and conditions, and for the term, more fully set forth in the Lease Agreement, dated as of September 1, 2015, by and between the Authority, as sublessor, and the City, as sublessee (the "Lease Agreement"), all of the provisions of which are hereby incorporated into this Memorandum of Lease Agreement by reference.

Section 2. Leased Premises; Term. The Authority leases, lets and demises unto the City and the City leases, hires and takes from the Authority, those certain parcels of real property situated in City of Susanville, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Site"), and those certain improvements on the Site, more particularly described in Exhibit B attached hereto and made a part hereof (the "Facility"). The Lease Agreement is for a term commencing on the date of recordation of this Memorandum of Lease Agreement and ending on [September 1, 2030], or such earlier or later date on which the Lease Payments (as defined in. the Lease Agreement) are paid in full or provision has been made for such payment in accordance with the Lease Agreement.

Section 3. Assignment Agreement of Authority's Rights Under Lease Agreement. Pursuant to an assignment agreement, dated as of September 1, 2015, by and between the Authority and Umpqua Bank, as assignee (the "Assignee"), recorded concurrently herewith, the

Authority has assigned, transferred and delivered to the Assignee, all of its rights, title and interest in, to and under the Site and Facility Lease (as defined in the Lease Agreement) and the Lease Agreement.

Section 4. Provisions Binding on Successors and Assigns. Subject to the provisions of the Lease Agreement relating to assignment and subletting, the Lease Agreement shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns, including the Assignee.

Section 5. Purpose of Memorandum. This Memorandum of Lease Agreement is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease Agreement.

Section 6. Execution. This Memorandum of Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused this Memorandum of Lease Agreement to be executed in its corporate name by its duly authorized officers; and the City has caused this Memorandum of Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

SUSANVILLE PUBLIC FINANCE AUTHORITY

By: _____
Brian Wilson
Executive Director

Attest:

_____
Gwenna MacDonald
Secretary

CITY OF SUSANVILLE

By: _____
Nicholas McBride, Mayor Pro-Tempore

Attest:

_____
Gwenna MacDonald
City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Lassen)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

DESCRIPTION OF THE SITE

For APN/Parcel ID(s): 105-162-08

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the intersection of the Northern line of Main Street with the Eastern line of Hall Street, as shown on that certain map entitled, "Amended Official Map of Milwood Tract", filed June 8, 1920 in the office of the County Recorder of the County of Lassen, State of California, in Book 1 of Maps, at Page 13; thence North 15°20' East along said line of Hall Street, 110 feet; thence South 73°41' East 150 feet; thence South 15°20' West 110 feet to the North line of Main Street; thence North 73°41' West along said line of Main Street 150 feet to the point of beginning.

Being a portion of what is commonly known as Block 40 of Hall's Addition to Susanville.

Excepting therefrom all oil, gas and other mineral rights in and under said property together with the exclusive right to use such portion of said property lying more than 500 feet below the surface thereof for the extraction of oil, gas and minerals from said property or properties in the vicinity thereof; however, with no right of surface entry whatsoever, as set forth in the deed recorded February 3, 1977, in Book 312, Page 347, of Official Records.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

Parcel 2:

Parcel B, as shown on that certain Parcel Map No. 155-9-78, for Lassen-Medico Dental Center, Inc., filed on September 19, 1978 in the office of the Lassen County Recorder in Book 15 of Maps, at Pages 33 and 34.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

EXHIBIT B

DESCRIPTION OF THE FACILITY

1805 Main Street – Susanville Police Department

CERTIFICATE OF ACCEPTANCE OF LEASE AGREEMENT

This is to certify that the interest in real property conveyed by the Lease Agreement, dated as of September 1, 2015, from Susanville Public Finance Authority, as sublessor, to the City of Susanville, as sublessee (the "City"), as evidenced by the Memorandum of Lease Agreement recorded concurrently herewith, is hereby accepted by the undersigned officer on behalf of the City pursuant to authority conferred by resolution of the City Council of the City adopted on September 2, 2015, and the sublessee consents to recordation thereof by its duly authorized officer.

Dated as of September 1, 2015

CITY OF SUSANVILLE

By _____
Nicholas McBride, Mayor Pro-Tempore

AFTER RECORDATION RETURN TO:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, CA 90013
Attention: Rudy S. Salo, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

For Value Received, the SUSANVILLE PUBLIC FINANCING AUTHORITY (the "Authority") without recourse does hereby sell, assign and transfer to UMPQUA BANK, and its successors and assigns (the "Assignee"), (i) all rights, title and interest in and to the Lease Agreement, dated as of September 1, 2015, in the amounts shown on Exhibit A attached hereto, a memorandum of which has been recorded concurrently herewith, by and between the Authority, as sublessor, and the City of Susanville (the "City"), as sublessee (said Lease Agreement and any supplements, amendments, annexations, extensions or renewals thereof are referred to hereinafter as the "Lease Agreement"), as well as its rights to enforce payment of Lease Payments (as defined in the Lease Agreement) when due or otherwise to protect its interests and exercise all remedies in the event of a default or termination by the City under the Lease Agreement; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses thereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Assignee to the extent such rights accrue to the Assignee, (ii) except for the Authority's obligation under Section 4 thereof, all of its rights, title and interest in and to the Site and Facility Lease, dated as of September 1, 2015, which has been recorded concurrently herewith, by and between the City, as lessor, and the Authority, as lessee (the "Site and Facility Lease"), and (iii) all moneys, sums and amounts now due or hereinafter to become due under the Lease Agreement. The Site and Facility Lease and the Lease Agreement delivered to the Assignee are duly executed duplicate originals that comprise the entire writing, obligation and agreement between the Authority and the City respecting the leases made thereunder and the lease payments made therefor.

The Assignee, hereby accepts the foregoing assignment. The above assignment is intended to be an absolute and unconditional assignment to the Assignee and is not intended as a loan by the Assignee to the Authority. Accordingly, in the event of bankruptcy of the Authority,

the assigned property shall not be part of the Authority's estate. However, if the above assignment is deemed to be a loan by the Assignee to the Authority, then the Authority shall be deemed to have granted to the Assignee, and hereby grants to the Assignee, a continuing first priority security interest in the assigned property and all proceeds thereof as collateral security for all obligations of the Authority hereunder and all obligations of the City under the Lease Agreement and this Assignment Agreement shall be deemed a security agreement with respect to such loan.

The Authority represents and warrants as follows:

(1) it has made no prior sale or assignment of any interest in the Site and Facility Lease and the Lease Agreement;

(2) that the Lease Agreement and the Site and Facility Lease are genuine and in all respects are what they purport to be;

(3) that the Assignee are not liable for and do not assume responsibility for the performance of any of the covenants, agreements, duties or obligations specified in the Lease Agreement to be kept, paid or performed by the Authority, with exception of such covenants, agreements, duties and obligations (if any) which are expressly made the responsibility of the Assignee under the Lease Agreement;

(4) that the Authority has the power, authority, and legal right to execute, deliver and perform this Assignment Agreement and this Assignment Agreement is a valid, binding, and enforceable obligation of the Authority, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles;

(5) that good and marketable title to the assigned property has been duly vested in the Assignee free and clear of any liens, security interests, encumbrances or other claims other than the rights of the City under the Lease Agreement, and the Authority has not assigned or transferred any of the assigned property or any interest in the assigned property to any party other than the Assignee;

(6) that this Assignment Agreement has been duly authorized by all necessary action on the part of the Authority; and

(7) that the Authority agrees that it (a) shall not have any right to amend, modify, compromise, release, terminate or permit prepayment of the Lease Agreement, and (b) shall not take any action that may impair the payment of Lease Payments or the validity or enforceability of the Lease Agreement.

The Authority further represents and warrants that as of the date of this Assignment Agreement, the Lease Agreement and the Site and Facility Lease are in full force and effect and the City is not in default of any of the terms set forth therein.

By its acceptance of this Assignment Agreement, the Assignee represents and warrants (i) the price it has paid in consideration for assignment of the Corporation's rights, title and

interest under the Site and Facility Lease and the Lease Agreement including, but not limited to, the right of the Corporation to receive the Lease Payments (as defined in the Lease Agreement) thereunder is $1,200,000; (ii) that it reasonably expects to hold the Lease Agreement for its own account and does not presently expect to sell, assign, or otherwise transfer any of its rights, title and interest under the Lease Agreement, subject to the Assignee's right to dispose of or otherwise deal with its property (including the Lease Agreement) as it determines to be in its best interests from time to time; and (iii) that it has entered into this financing with the intention to book and hold the Lease Agreement and related documents as a loan in its loan portfolio.

This Assignment Agreement shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in the State of California. Any provision of this Assignment Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment Agreement.

This Assignment Agreement binds and inures to the benefit of the parties and their respective successors and assigns. In the event of litigation between the Authority and the Assignee arising under this Assignment Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses, including attorneys' fees which may be those of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Assignment Agreement.

The descriptions of the Site and the Facility which are the subject of the Site and Facility Lease and the Lease Agreement are set forth in Exhibits B and C attached hereto and by this reference incorporated herein.

This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of September 1, 2015

SUSANVILLE PUBLIC FINANCING AUTHORITY

By _____
Brian Wilson, Chairman

ACCEPTANCE OF ASSIGNMENT:

UMPQUA BANK, as Assignee

By _____
Dean Stephens
Vice-President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Lassen)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Total Lease Payment

[TO COME FROM BANK]

EXHIBIT B

DESCRIPTION OF THE SITE

For APN/Parcel ID(s): 105-162-08

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the intersection of the Northern line of Main Street with the Eastern line of Hall Street, as shown on that certain map entitled, "Amended Official Map of Milwood Tract", filed June 8, 1920 in the office of the County Recorder of the County of Lassen, State of California, in Book 1 of Maps, at Page 13; thence North 15°20' East along said line of Hall Street, 110 feet; thence South 73°41' East 150 feet; thence South 15°20' West 110 feet to the North line of Main Street; thence North 73°41' West along said line of Main Street 150 feet to the point of beginning.

Being a portion of what is commonly known as Block 40 of Hall's Addition to Susanville.

Excepting therefrom all oil, gas and other mineral rights in and under said property together with the exclusive right to use such portion of said property lying more than 500 feet below the surface thereof for the extraction of oil, gas and minerals from said property or properties in the vicinity thereof; however, with no right of surface entry whatsoever, as set forth in the deed recorded February 3, 1977, in Book 312, Page 347, of Official Records.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

Parcel 2:

Parcel B, as shown on that certan Parcel Map No. 155-9-78, for Lassen-Medico Dental Center, Inc., filed on September 19, 1978 in the office of the Lassen County Recorder in Book 15 of Maps, at Pages 33 and 34.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

EXHIBIT C

DESCRIPTION OF THE FACILITY

1805 Main Street – Susanville Police Department

AGENDA ITEM NO. 12A

Reviewed by: YGH City Administrator
____City Attorney

____Motion only
____Public Hearing
X Resolution
____Ordinance
____Information

Submitted by: Daniel Gibbs, City Engineer

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5201** authorizing the Mayor to execute a contract with Dyer Engineering Consultants Inc. for design and environmental consulting services for the State Transportation Improvement Program (STIP) Project 'FC' Pavement Overlay Project, in an amount not to exceed $46,410.

PRESENTED BY: Dan Newton, Public Works Director

SUMMARY: The STIP Project 'FC' for overlay of certain streets was conceptualized several years ago to improve ride-ability and potentially reduce the Department of Public Works annual maintenance costs. To complete the construction, the City first has to provide cultural studies in order to complete the environmental document. This project will utilize federal funds; therefore, both California Environmental Quality Act document and National Environmental Policy Act documents are required and $50,000 has been allocated to complete this phase of project.

Since cultural studies are a highly specialized task, the City prepared a Request for Proposals (RFP) to secure these professional services. Additionally, in order to expedite the design process and best utilize available resources while managing current staff commitments, staff included as part of the RFP, tasks to assist staff in the completion of construction documents and navigate the Division of State Architects (DSA) review for required Americans with Disabilities Act (ADA) compliant pedestrian facilities.

This project has been allocated $50,000 for completion of the environmental portion of the project. A portion of this funding has already been used by City staff to prepare preliminary environmental documents and preliminary design. The consultant's proposal will be set up on a milestone and deliverable goods basis to control costs. This item authorizes up to $43,850 for the base fee and an additional $2,560 for monitoring services during construction if required.

Programming of construction costs in an amount up to $1,846,000 for 'FC' will be requested from the California Transportation Commission (CTC) in early 2016 and hopefully made available for the Summer 2016 construction season provided funds remain available. There is some risk that the CTC will be unable or unwilling to allocate funding as a result of recent shortfalls in the STIP program statewide.

At present, the streets identified as part of the 'FC' project will include portions of Alexander, Chestnut, Grand, Hospital, N. Lassen, Mill, Paiute, Parkdale, S. Pine, N. Roop, Weatherlow and West Streets. Additions and/or deletions may occur as design progresses depending on factors such as the results and impacts of the required cultural studies, utility conflicts, need for right of way, costs associated with each street and required ADA facilities.

On June 23, 2015, staff released a request for proposals (RFP) for environmental consulting and design services. On July 17, 2015, two proposals were received from the following firms:

1) Dyer Engineering Consultants, Inc.
2) Remedy Engineering, LLC

Typically, a minimum of at least (3) three firms is required to further the process of negotiating and retaining a firm. Since only two firms elected to submit RFP's despite a concerted effort on staff's part to make firms aware of the opportunity regionally, a justification will need to be prepared for the project file in order to assure proper documentation. As an alternative, the project RFP can be advertised and further attempts to bring more firms to the table can be pursued. However, the project progress would be delayed considerably and staff is comfortable that a second advertising effort will not produce additional firms.

Procedures set forth in the California Department of Transportation Local Assistance Procedures, Chapter 10, consultant selection, were followed to prepare the RFP. The proposals were evaluated by multiple staff members using the criteria and weighting described in the RFP.

The other firm's proposal was complete and scored more favorably but staff was unable to negotiate a contract from Remedy Engineering that was less than that allowed under the program funding. Both firms were considered favorably by the review team and the team remains very comfortable moving forward with Dyer despite the overall higher scoring for Remedy. The results of the evaluations were consistent in that Dyer Engineering Consultants was determined to be the most responsive firm that is capable of completing the work successfully.

FISCAL IMPACT: $50,000 in federal and state funding through the Federal and State Transportation Improvement Program (STIP) is allocated for this project. The City has met all program requirements and is eligible for reimbursement for project costs.

ACTION REQUESTED: Motion to adopt Resolution No. 15-5201 authorizing Mayor to execute the attached Agreement with Dyer Engineering Consultants for design and cultural studies services in an amount not to exceed $46,410.

ATTACHMENTS: Resolution 15-5201
Agreement

RESOLUTION NUMBER 15-5201
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DYER ENGINEERING CONSULTANTS INC. FOR DESIGN AND CULTURAL STUDIES SERVICES FOR STIP PROJECT 'FC'.

WHEREAS, the City of Susanville has been allocated funding, in the amount of $50,000, through the State Transportation Improvement Program (STIP) to complete the environmental and permitting (E&P) phase in order to provide a completed NEPA document and reconstruct certain streets with a pavement overlay within the City of Susanville; and

WHEREAS, the technical nature of the work required to complete environmental review services, specifically cultural studies, is outside of the expertise of City staff; and

WHEREAS, the City has followed the appropriate procurement procedures identified in the Caltrans Local Assistance Procedures Manual (LAPM) to solicit and evaluate proposals submitted from consultants per State and Federal requirements; and

WHEREAS, the allocated funding, in the amount of $50,000, is available to retain a professional firm as a consultant to complete the design preparation and cultural studies and services; and

WHEREAS, two proposals have been received; and

WHEREAS, Dyer Engineering Consultants Inc. was deemed the most responsive firm with a proposed price not to exceed in the amount of $46,410;

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of Susanville that the Mayor is hereby authorized to execute an Agreement with Dyer Engineering Consultants Inc. for design services and associated cultural studies as part of the environmental review process for the STIP Project 'FC' Pavement Overlay of various streets within the City of Susanville Project.

Dated: September 2, 2015

APPROVED: _____
Brian Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing resolution 15-5201 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 2nd day of September, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

_____
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____

Jessica Ryan, City Attorney

CITY OF SUSANVILLE

STIP PROJECT 'FC'

PAVEMENT OVERLAY, ADA FACILITIES & CULTURAL STUDIES

DESIGN SERVICES AGREEMENT

ADMINISTRATING AGENT:

CITY OF SUSANVILLE
66 NORTH LASSEN STREET
SUSANVILLE, CA 96130
TELEPHONE NUMBER (530) 257-1050

SEPTEMBER 2015

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ARTICLE I INTRODUCTION

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

The name of the "CONSULTANT" is as follows:
Dyer Engineering Consultants Inc.

The Project Manager for the "CONSULTANT" will be *Heath Hildebrand.*

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

The Contract Administrator for LOCAL AGENCY will be *Daniel Gibbs.*

B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated *September 18, 2014*. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.

E. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.

G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. Consultant Services

CONSULTANT to provide all design and cultural studies services for the 'FC' Pavement Rehabilitation project at the costs provided in the Cost Proposal (Attachment I). The studies and activities for providing engineering design, cultural studies and report, assisting with completion the final environmental document, and developing the draft and final construction documents are outlined in the Request for Proposals (RFP) (Attachment II).

CONSULTANT shall provide professional services to manage and coordinate the elements of work to provide supplemental surveys and base mapping. The project requires the following technical studies:

1) Cultural Resources – APE Map; HPSR (ASR – HRER) and report

CONSULTANT may also be required to provide preliminary engineering work to determine quantities for construction documents. CONSULTANT will be responsible for communicating and coordinating with all vested regulatory agencies i.e the Army Corps of Engineers, Regional Water Quality Control Board, and the California Department of Fish and Wildlife during the preparation of the cultural studies report and subsequent activities required to complete the environmental document in facilitating the permitting process.

The CONSULTANT shall complete all tasks and deliverables addressed in the RFP (Attachment II) and the Scope of Work provided by consultant (Attachment III). The CONSULTANT shall work diligently to adhere to project schedule (Attachment IV).

LOCATION

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

Daniel Gibbs, P.E.
720 South Street
Susanville, CA 96130
Phone: (530) 257-1050
Facsimile: (530) 257-1057
dgibbs@cityofsusanville.org

COORDINATION

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

B. Local Agency Obligations

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

C. Conferences, Visits to Site, Inspection of Work

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

D. Documentation

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

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

A. This contract shall go into effect on September 3, 2015, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 30, 2016 unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on a schedule of costs indicated in CONSULTANTS COST PROPOSAL (Attachment I). The CONSULTANT will not be reimbursed for costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In the event, that the LOCAL AGENCY determines a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs, upon approval by the LOCAL AGENCY of CONSULTANT's invoice. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, but no more than 30 days, after receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Daniel Gibbs, P.E.
720 South Street
Susanville, CA 96130
Phone: (530) 257-1050
Facsimile: (530) 257-1057
dgibbs@cityofsusanville.org

H. The total amount payable by LOCAL AGENCY shall not exceed $46,410.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. The maximum amount for which the Government shall be liable if this contract is terminated will be determined by the amount of work completed prior to the termination date.

ARTICLE VII FUNDING REQUIREMENTS

Not Applicable

ARTICLE VIII CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

The Agreement has an established DBE goal of 6.77% for PA&ED services and 12.78% for PS&E Services. CONSULTANT must meet the goal by using a DBE subconsultant as indicated in CONSULTANT'S proposal. If DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

ARTICLE X COST PRINCIPLES

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

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

ARTICLE XII RETENTION OF RECORDS/AUDIT

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

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

ARTICLE XIII DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Administrator, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

ARTICLE XIV AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Manager.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Manager of unresolved audit issues. The request for review will be submitted in writing.

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

ARTICLE XV SUBCONTRACTING

A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the sub-consultant.

ARTICLE XVI EQUIPMENT PURCHASE

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding $5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

D. All subcontracts in excess $25,000 shall contain the above provisions.

ARTICLE XVII INSPECTION OF WORK

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

ARTICLE XVIII SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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

ARTICLE XIX INSURANCE

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

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

B. The Certificate of Insurance will provide:

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

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

ARTICLE XX OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXI CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

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

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXIV EVALUATION OF CONSULTANT

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

ARTICLE XXV STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

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

ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVII STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XXXI NOTIFICATION

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

CONSULTANT:

Dyer Engineering Consultants
Heath Hildebrandt, Project Manager
9160 Double Diamond Suite A
Reno, NV 89521

LOCAL AGENCY:

City of Susanville
Daniel Gibbs, Contract Manager
720 South Street
Susanville, CA 96130

ARTICLE XXXII CONTRACT

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

ARTICLE XXXIII SIGNATURES

Dyer Engineering Consultants

_____

Name of Signer: Shane K. Dyer

DATE: 8-26-2015

City of Susanville

_____

Name of Signer: Brian Wilson, Mayor

DATE:_____

APPROVED AS TO FORM:

Name of Signer:_____
City Attorney

DATE:_____

AGENDA ITEM NO. 12B

Reviewed by: YGH City Administrator
____ City Attorney

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

Submitted By: Jared G. Hancock, City Adminsitrator

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5205** Resolution of the City Council of the City of Susanville authorizing the execution of certain financing documents for the construction of a community pool and directing certain actions with respect thereto

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: At the request of the City Council, staff has been working with Umpqua Bank to issue $1.2 million in financing with $1.1 million being transferred to the Honey Lake Valley Recreation Authority (JPA) for the City's share of the construction cost for the new community pool. The City will be using the Facility Lease-Lease Back method for the loan financing. Under this method, the City and the Susanville Public Financing Authority (the "Authority") will enter into a Site Lease Agreement for use of the property at 1805 Main Street. The City agrees to lease the property to the Authority who will assign the lease agreement to Umpqua Bank. The Bank will lease the property back to the City and the City will pay rent to the Bank. The City used this same method to finance the modernization of City Hall in 2002.

FISCAL IMPACT: Total debt service cost principal and interest over life of loan, $1,736,376. Principal $1.1 million, approximately $536,376 in interest and approximately $50,000 in loan closing costs with the remaining $50,000 will be used for the first lease payment. Upon receiving the funds, the City will transfer $1.1 million to the JPA.

ACTION REQUESTED: Motion to approve Resolution No. 15-5205, Resolution of the City Council of the City of Susanville authorizing the execution of certain financing documents for the construction of a community pool and directing certain actions with respect thereto

ATTACHMENTS: Resolution No. 15-5205
Lease Agreement
Memorandum of Lease Agreement

RESOLUTION NO. 15-5205
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING THE CITY TO ENTER INTO A LOAN AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

WHEREAS, the City of Susanville (the "City"), working with the Susanville Public Finance Authority (the "Authority"), has determined the need for the execution and delivery of $1,200,000 aggregate principal amount of a loan (the "Loan") to finance, among other things, a portion of the costs of the construction of a community swimming pool and related costs and improvements thereto by the Honey Lake Valley Recreational Authority; and

WHEREAS, the City Council of the City has determined that it is in the public interest and for the public benefit that the City authorize and direct the execution of certain financing documents in connection with the Loan; and

WHEREAS, the documents herein specified have been filed with the City and the members of the City Council, with the aid of its staff, have reviewed said documents; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

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

Section 1. Recitals. All of the recitals herein contained are true and correct and the City Council of the City so finds.

Section 2. Authorization of and Material Provisions of the Loan. The City Council hereby authorizes the Loan in the aggregate principal amount of not to exceed $1,200,000. The proceeds of the Loan shall be applied to finance a portion of the costs of the construction of a community pool, the related costs and improvements to the pool, as well as the costs related to the execution and negotiation of the Loan. The Loan shall be structured as a lease/leaseback transaction with the Authority.

(a) The Loan shall be subject to the following additional limitations:

(b) The interest rate on the Loan shall not exceed the maximum amount allowed under law; and

(c) Principal of and interest and redemption premiums (if any) on the Loan shall be payable from the General Fund of the City and from any other source of legally available funds of the City. The Loan shall not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation.

Section 3. Approval of Documents. The below-enumerated documents are hereby approved, and the Mayor, the Mayor pro tem or the City Administrator or any

designee thereof (each, a "Designated Officer") is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, the execution thereof to be conclusive evidence of such approval:

(a) A site and facility lease, by and between the City, as lessor, and the Authority, as lessee (the "Site and Facility Lease"), pursuant to which the City will lease certain existing real property and the improvements thereon (the "Property") to the Authority; and

(b) A lease agreement, by and between the Authority, as sublessor, and the City, as sublessee (the "Lease Agreement"), pursuant to which the Authority will sublease the Property to the City, and pursuant to which the City will agree to make certain payments thereto (the "Lease Payments").

Section 4. Approval of Assignment Agreement and Sale. The form of the Assignment Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. The sale, assignment and transfer by the Authority to Umpqua Bank of the Authority's right, title and interest in and to the Site and Facility Lease, the Lease Agreement and the Lease Payments made pursuant thereto pursuant to the Assignment Agreement is hereby approved.

Section 5. Ratification of Prior Actions. All acts, transactions or agreements undertaken, prior to the adoption of these resolutions by any of the officers of the City, or their designees, in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed and adopted by the City.

Section 6. Approval of Additional Documents. The Designated Officers, the City Clerk of the City Council, any deputy to the City Clerk of the City Council and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the lease financing and the Loan herein authorized, including, but not limited to, the execution of documents necessary to update the chain of title of the Property.

Section 7. Effective Date. This Resolution shall take effect from and after the date of approval and adoption thereof.

Dated: September 2, 2015

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing resolution 15-5205 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 2nd day of September, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

_____
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

LEASE AGREEMENT

Dated as of September 1, 2015

by and between the

SUSANVILLE PUBLIC FINANCING AUTHORITY, as Sublessor

and the

CITY OF SUSANVILLE, as Sublessee

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LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease Agreement"), dated as of September 1, 2015, is by and between the SUSANVILLE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessor (the "Authority"), and the CITY OF SUSANVILLE, a political subdivision organized and existing under and by virtue of the laws of the State of California, as lessee (the "City");

W I T N E S S E T H:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of September 1, 2015 (the "Site and Facility Lease"), the City has leased those certain parcels of real property situated in City of Susanville, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of enabling the City to partially finance the construction of a community swimming pool and related improvements by the Honey Lake Valley Recreation Authority;

WHEREAS, the Authority proposes to lease the Property back to the City pursuant to this Lease Agreement and to assign all of its rights, title and interest in, to and under this Lease Agreement, including its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the City and its rights under the Site and Facility Lease, to Umpqua Bank (the "Assignee"), pursuant to that certain assignment agreement, dated as of September 1, 2015, by and between the Authority and the Assignee; and

WHEREAS, the City and the Authority have agreed to enter into this Lease Agreement providing for Lease Payments with an aggregate principal component in the amount of $1,200,000 for the purpose of implementing the financing transactions described above.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease Agreement.

"*Additional Payments*" means the amounts specified as such in Section 4.3(b) of this Lease Agreement.

"*Applicable Environmental Laws*" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

(a) the existence, cleanup, and/or remedy of contamination on property;

(b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;

(c) the control of hazardous wastes; or

(d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"*Applicable Law*" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Applicable Environmental Laws, (iii) applicable seismic building code requirements at the time of construction, and (iv) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

"*Assignee*" means initially, Umpqua Bank, as assignee of all rights, title and interests of the Authority hereunder, and (b) any other entity to whom the rights of the Authority hereunder are assigned, including subsequent assignees of the Assignee.

"*Assignment Agreement*" means the Assignment Agreement, dated as of September 1, 2015, by and between the Authority, as assignor, and the Assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"*Authority*" means the Susanville Public Finance Authority, a joint exercise of powers authority, organized and existing under the laws of the State.

"*Authority Representative*" means the Chair, the Vice Chair, the Executive Director or the Treasurer or the designee of any such official, or any other person authorized by resolution of the Authority delivered to the Assignee to act on behalf of the Authority under or with respect to the Site and Facility Lease, the Lease Agreement and the Assignment Agreement.

"*City Council*" means the City Council of the City of Susanville.

"*Business Day*" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"*City*" means the City of Susanville, a municipal corporation organized and existing under the laws of the State.

"*Closing Date*" means the date this Lease Agreement or a memorandum thereof is recorded in the office of the City Recorder of the City of Susanville.

"*Contract*" means any indenture, trust agreement, contract, agreement (other than this Lease Agreement), other contractual restriction, lease, mortgage or instrument.

"*City Representative*" means the Mayor, the Mayor pro tem, the City Administrator, or the designee of any such official, or any other person authorized by resolution delivered to the Authority and the Assignee to act on behalf of the City under or with respect to the Site and Facility Lease and this Lease Agreement.

"*Event of Default*" means any of the events of default as defined in Section 8.1.

"*Facility*" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"*Federal Securities*" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"*Fiscal Year*" means each twelve-month period during the Term of this Lease Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the City as its fiscal year period.

"*Governmental Authority*" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, city or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"*Hazardous Substance*" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

"*Lease Agreement*" means this Lease Agreement, dated as of September 1, 2015, between the Authority and the City.

"*Lease Payment Date*" means April 1 and October 1 in each year, commencing March 1, 2016, and continuing to and including the date on which the Lease Payments are paid in full.

"*Lease Payments*" means all payments required to be paid by the City under Section 4.3, including any prepayment thereof under Sections 9.2 or 9.3.

"*Material Adverse Effect*" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the City, (b) the ability of the City to carry out its business in the manner conducted as of the date of this Lease Agreement or to meet or perform its obligations under this Lease Agreement on a timely basis, (c) the validity or enforceability of this Lease Agreement, or (d) the exclusion of the interest component of the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

"*Material Litigation*" means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any Governmental Authority, (a) if determined adversely to the City, may have a Material Adverse Effect, (b) seek to restrain or enjoin any of the transactions contemplated by this Lease Agreement, or (c) may adversely affect (i) the exclusion of the interest component of the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (ii) the ability of the City to perform its obligations under this Lease Agreement.

"*Net Proceeds*" means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"*Permitted Encumbrances*" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article VI of this Lease Agreement; (b) the Site and Facility Lease, this Lease Agreement and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the City

certifies in writing will not materially impair the use of the Property for its intended purposes and for which the Assignee consents.

"*Property*" means, collectively, the Site and the Facility.

"*Rental Period*" means each period during the Term of the Lease commencing on and including September 2 in each year and extending to and including the next succeeding September 1. The first Rental Period begins on the Closing Date and ends on September 1, 2016.

"*Site*" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"*Site and Facility Lease*" means the Site and Facility Lease, dated as of September 1, 2015, by and between the City, as lessor, and the Authority, as lessee, together with any duly authorized and executed amendments thereto.

"*Special Counsel*" means an attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"*State*" means the State of California.

"*Tax Code*" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"*Taxable Rate*" means an interest rate equal to 4.67% per annum.

"*Term of this Lease Agreement*" or "*Term*" means the time during which this Lease Agreement is in effect, as provided in Section 4.2.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the City. The City makes the following covenants, representations and warranties to the Authority as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The City is a municipal corporation, organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site and Facility Lease and this Lease Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the City has duly authorized the execution and delivery by the City of the Site and Facility Lease and this Lease Agreement.

(b) *Due Execution*. The representative of the City executing the Site and Facility Lease and this Lease Agreement has been fully authorized to execute the same by a resolution duly adopted by the City Council.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease and this Lease Agreement have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Site and Facility Lease and this Lease Agreement, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease or this Lease Agreement or the financial condition, assets, properties or operations of the City.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Site and Facility Lease and this Lease Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice

of which has been served on the City or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a Material Adverse Effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease and this Lease Agreement or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would have a Material Adverse Effect on the consummation of the transactions contemplated by this Lease Agreement, or the financial condition, assets, properties or operations of the City.

(g) *Sufficient Funds.* The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(h) *No Defaults.* The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title.* The City is the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Property.* During the term of this Lease Agreement, the Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(k) *Hazardous Substances.* The Property is free of all Hazardous Substances, and the City is in full compliance with all Applicable Environmental Laws.

(l) *Flooding Risk.* The Property is not located in a 100-year flood zone and has never been subject to material damage from flooding.

(m) *Value of Property.* The value of the Property (real property replacement cost) is not less than $1,200,000.

(n) *Essential to City Operations.* The Property is essential to the City's efficient and economic operations and the lease thereof for use by the City is in the best interest of the City.

(o) *Financial Statements.* The statement of financial position of the City as of June 30, 2014, and the related statement of activities and statement of cash flows and changes in financial position for the year then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Assignee, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the City at such date and for such period, and were prepared in accordance with generally accepted accounting principles. Since the period of such statements, there has been no (i) change which

would have a Material Adverse Effect and (ii) no material increase in the indebtedness of the City.

(p) *No Material Adverse Change.* Since the most current date of the information, financial or otherwise, supplied by the City to the Assignee:

(i) There has been no change in the assets, liabilities, financial position or results of operations of the City which might reasonably be anticipated to cause a Material Adverse Effect.

(ii) The City has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(iii) The City has not (A) incurred any material indebtedness, other than the Lease Payments, and trade accounts payable arising in the ordinary course of the City's business and not past due, or (B) guaranteed the indebtedness of any other person.

(q) *Accuracy of Information.* All information, reports and other papers and data furnished by the City to the Assignee were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Assignee a true and accurate knowledge of the subject matter and were provided in expectation of the Assignee' reliance thereon in entering into the transactions contemplated by this Lease Agreement. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Assignee or in other such information, reports, papers and data or otherwise disclosed in writing to the Assignee prior to the Closing Date. Any financial, budget and other projections furnished to the Assignee by the City or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the City's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Assignee in connection with the negotiation, preparation or execution of this Lease Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(r) *Facility.* The Facility complies with all applicable restrictive covenants, zoning ordinances, building laws and other Applicable Laws (including without limitation, the Americans with Disabilities Act, as amended).

(s) *No Condemnation.* The City hereby covenants and agrees, to the extent it may lawfully do so, that so long as any amounts are owed to the Assignee, that it will not exercise the power of condemnation with respect to the Property. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the City should fail or refuse to abide by such covenant and condemns the Property, the appraised value of the Property shall not be less than the greater of (i) if such Lease

Payments are then subject to prepayment, or (ii) if such Lease Payments are not then subject to prepayment, the amount necessary to prepay the Lease Payments to the first available prepayment date.

(t) *Role of Assignee*. The City acknowledges that (i) Umpqua Bank, as the Assignee under the Assignment Agreement, is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor, (ii) the Assignee has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City with respect to the Lease Payments, (iii) the Assignee has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, if any, or the correctness of any legal interpretation made by counsel to any other party, if any, with respect to any such matters, and (iv) the City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the financing effectuated through this Lease Agreement from its financial, legal and other advisors (and not from the Assignee nor the Assignee's legal counsel Nixon Peabody LLP) to the extent that the City desired to obtain such advice.

Section 2.2. Covenants, Representations and Warranties of the Authority. The Authority makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The Authority is a joint exercise of powers authority, duly organized and existing under the laws of the State, has full legal right, power and authority to enter into the Site and Facility Lease, this Lease Agreement and the Assignment Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Authority has duly authorized the execution and delivery by the Authority of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement.

(b) *Due Execution*. The representative of the Authority executing the Site and Facility Lease, this Lease Agreement and the Assignment Agreement is fully authorized to execute the same under official action taken by the City Council.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease, this Lease Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever

upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement and the Assignment Agreement or the financial condition, assets, properties or operations of the Authority.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice of which has been served on the Authority or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement or the Assignment Agreement or the financial condition,- assets, properties or operations of the Authority.

(g) *Cooperation.* The Authority shall cooperate fully with the Assignee at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of this Lease Agreement and shall cooperate fully with the City in contesting any lien filed or established against the Property, upon the request and at the expense of the City pursuant to Article V of this Lease Agreement.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, from the amounts paid by the Assignee, the City shall cause (a) the amount of $1,200,000 to be transferred to the City of Susanville.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by the Authority Back to the City.

(a) The Authority hereby subleases the Property to the City, and the City hereby subleases the Property from the Authority, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the City to the Authority pursuant to the Site and Facility Lease shall not affect or result in a merger of the City's subleasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease Agreement commences on the date of recordation of this Lease Agreement or a memorandum hereof and ends on [September 1, 2030], or the date on which all of the Lease Payments have been paid in full pursuant to the terms of this Lease Agreement. If on [September 1, 2030], the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the City shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the City, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed ten (10) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the City agrees to pay to the Authority, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit C; *provided, however,* that if any Lease Payment Date is not a Business Day, such Lease Payment shall be due on the next succeeding Business Day. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period. Upon the occurrence of an Event of Taxability (as hereafter defined), the interest component of Lease Payments shall be at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the Assignee for federal income tax purposes and the City will pay such additional amount as will result in Assignee receiving the interest component at the Taxable Rate. For purposes of this Section 4.3(a), "Event of Taxability" means a determination that the interest component is includible for federal income tax purposes in the gross income of the Assignee due to the City's action or failure to take any action.

(b) *Additional Payments*. In addition to the Lease Payments set forth herein, the City agrees to pay as Additional Payments all of the following:

(i) all taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Property or upon any interest of the Authority therein or in this Lease Agreement; provided, however, the City may, at the City's expense and in its name, in good faith contest any such taxes and assessments and, in the event of such contest, may permit such taxes and assessments to remain unpaid during the period of such contest and appeal therefrom unless the Authority shall notify the City that, in the opinion of Special Counsel, by nonpayment of any such items, the interest of the Authority in the Property will be materially endangered or the Property, or any portion thereof, will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes and assessments or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority;

(ii) insurance premiums, if any, on all insurance required under the provisions of Article V hereof;

(iii) any other reasonable fees, costs or expenses incurred by the Authority in connection with the execution, performance or enforcement of this Lease Agreement or any of the transactions contemplated hereby or related to the Property, including, without limitation, any amounts which may become due; provided, however, the City shall not be responsible for any costs incurred by the Authority associated with any assignment made by the Assignee; and

(iv) any amounts required to be paid as rebate to the United States pursuant to the Tax Certificate.

Amounts constituting Additional Payments payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Authority to the City stating the amount of Additional Payments then due and payable and the purpose thereof.

(c) *Effect of Prepayment*. If the City prepays all Lease Payments in full under Sections 9.2 or 9.3, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under Section 9.3, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(d) *Rate Upon Lease Payment Default*. If the City fails to make any of the Lease Payments required in this Section 4.3 for more than ten days after the due date for payment, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay a rate equal to the rates specified in paragraph (a) above, plus 5% from the date of default to the date of payment.

(e) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period, and will be paid by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments due during each Rental Period are not in excess of the fair rental value of the Property during such Rental Periods. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(f) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the City, subject to the provisions of Sections 6.1, 6.3 and 9.1. The City covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

(g) *Allocation of Lease Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(h) *No Offsets.* Notwithstanding any dispute between the Authority, or Assignee as the Authority's assignee, and the City, the City shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(i) *Assignment Agreement.* The City understands and agrees that all Lease Payments have been assigned by the Authority to the Assignee under the Assignment Agreement executed concurrently herewith, and the City hereby assents to such assignment. The Authority hereby directs the City, and the City hereby agrees, to pay to the Assignee, all payments payable by the City under this Section 4.3 and all amounts payable by the City under Article IX. Lease Payments shall be paid to the Assignee pursuant to an invoice to be transmitted to the City by the Assignee not less than thirty (30) days prior to each Lease Payment Date.

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease Agreement, the Authority will provide the City with quiet use and enjoyment of the Property and the City will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease Agreement. The Authority will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so.

Notwithstanding the foregoing, the Authority and the Assignee have the right to inspect the Property as provided in Sections 5.12(c) and 7.2.

Section 4.5. Title. At all times during the Term of this Lease Agreement, the City shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease Agreement (other than under Section 8.2(b) hereof), all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the City. Upon the payment in full of all Lease Payments allocable to the Property, or upon the deposit by the City of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the City. The Authority agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer.

Section 4.6. Release of Excess Property. The City may, at any time and from time to time, release any portion of the Property (the "Released Property") from the Lease, with the prior written consent of the Assignee, which consent shall be at the Assignee' sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The City shall certify to the Authority and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Property to be remaining following release of the Released Property;

(b) The City shall file with the Authority and the Assignee, and cause to be recorded in the office of the City of Susanville Recorder, an amendment to this Lease Agreement which deletes the Released Property from the description of the Property;

(c) The City shall file with the Authority and the Assignee a written certificate of the City stating the City's determination that the estimated value of the real property which will remain leased under this Lease Agreement following such release is at least equal to the original principal components of the Lease Payments and upon request of the Assignee, the City shall provide to the Assignee additional information and documents to evidence the value of the remaining portion of the Property;

(d) The City shall file with the Authority and the Assignee a written certificate of the City stating the City's determination that the estimated fair rental value, for each remaining Rental Period and in the aggregate, of the Property remaining after release of the Released Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The City shall file with the Authority and the Assignee such other information, documents and instruments as the Authority or the Assignee shall reasonably request, including (if requested by the Assignee) evidence of the insurable value of the Property to be remaining following release of the Released Property, indicating that such value is in excess of the then

unpaid principal component of the Lease Payments and such endorsements to the title policy delivered on the Closing Date.

(f) Payment of all reasonable fees and costs of the Assignee, including, but not limited to, fees of counsel to the Assignee, with respect to the providing any requested consent hereunder or any document related hereto.

Upon the satisfaction of all such conditions precedent, the Term of this Lease Agreement will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Authority and the City shall execute, deliver and cause to be recorded all documents required to discharge this Lease Agreement of record against the Released Property.

Section 4.7. Substitution of Property. (a) In the event of damage or destruction of the Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available or in the event that following the condemnation of all or a portion of the Property the fair rental value of the Property remaining after such condemnation is less than the remaining Lease Payments due under this Lease Agreement, the City shall substitute under the Site and Facility Lease and this Lease Agreement one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b) If for any reason the City is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the City shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the teens of this Lease Agreement.

The City will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the City affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City is obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in faun satisfactory to the Authority. The City shall promptly notify the Assignee of any tax, assessment, utility or other charge it elects to contest.

Section 5.2. Modification of Property. The City has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease Agreement. Such additions, modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The City shall maintain or cause to be maintained throughout the Term of this Lease Agreement a standard comprehensive general

liability insurance policy or policies in protection of the City, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Such policy or policies must provide coverage with limits of at least $1,000,000 per occurrence, $3,000,000 in the aggregate, for bodily injury and property damage coverage, and excess liability umbrella coverage of at least $5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Assignee. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with Assignee' prior written consent, a self insurance program), and may be maintained in whole or in part in the faun of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, casualty insurance against loss or damage to all buildings situated on the Property and owned by the City, in an amount at least equal to the greater of the replacement value of the insured buildings and the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed $250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with the Assignee' prior written consent, a self insurance program), and may be maintained in whole or in part in the foul), of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the City. The City will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the City shall carry worker's compensation insurance covering all employees on, in, near or about the Property and, upon request, shall furnish to the Authority certificates evidencing such coverage throughout the Term of this Lease Agreement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including a self

insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the City shall, at its expense, (a) cause this Lease Agreement, the Site and Facility Lease and the Assignment Agreement, or a memorandum hereof or thereof in form and substance approved by the Assignee, to be recorded in the office of the City of Susanville Recorder with respect to the Property, and (b) obtain a CLTA title insurance policy insuring the Assignee' interests in the leasehold estate established under the Site and Facility Lease and hereunder in the Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the City and the Assignee as insured parties and the Assignee as loss payees and shall include a lender's loss payable endorsement for the benefit of the Assignee. In the case of coverage pursuant to Section 5.3, the Authority and the Assignee shall be added as an additional insureds. Prior to the Closing Date, the City will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the City will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the City shall notify the Assignee of such fact.

Section 5.9. Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the City, in which the Authority has no interest, and may be modified or removed by the City at any time. The City must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.10. Liens. The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Assignee do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Assignee provides its prior written approval, which

approval shall be at Assignee' sole discretion. Except as expressly provided in this Article V, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City will reimburse the Assignee for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the City fails to perform any of its obligations under this Article V, the Authority may take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances*. The City will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) *Notification of Assignee*. The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the City will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection*. The City will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. City Consent to Assignment Agreement. The Authority's rights under this Lease Agreement (excluding the right to receive notices, the right to reimbursement of costs and to indemnification), including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment Agreement. The City hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The City agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Property and in this Lease Agreement.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a governmental entity threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the City and the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award.*

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the City in the event of any such damage or destruction shall be deposited by the City promptly upon receipt thereof in a special fund with the Assignee designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the City shall determine and notify the Authority and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid principal component of the Lease Payments.

(iii) In the event the City's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments and other amounts pursuant to Section 9.3 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments, all accrued and unpaid interest, Prepayment Premiums described in Section 9.2, and all other costs related to such prepayments pursuant to Section 9.3 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; *provided*

further, *however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, evidenced by a certificate signed by a City Representative.

(iv) In the event the City's determination is as set forth in clause (B) of subparagraph (ii) above and the City certifies to the Assignee that such repair or replacement can be completed within 24 months, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the City, and until the Property has been restored to its prior condition, the City shall not place any lien or encumbrance on the Property that is senior to this Lease Agreement without the prior written consent of the Assignee, at its sole discretion.

(b) *From Eminent Domain Award.* If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the City in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the City has given written notice to the Authority and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the City shall so certify to the Authority and the Assignee, and the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(ii) If the City has given written notice to the Authority and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the City shall so certify to the Authority and the Assignee, and the City shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the City has given written notice to the Authority and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement or (B) all of the Property shall have been taken in such eminent domain proceedings, then the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the City may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Authority and the Assignee. Any such determination by the City shall be final.

(c) *From Title Insurance*. The Net Proceeds from a title insurance award shall be deposited by the City in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the City of the Property or any portion thereof to the extent to be agreed upon by the City and the Assignee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a City Representative to the Authority and the Assignee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the City waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE CITY

Section 7.1. Disclaimer of Warranties. THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CITY LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. In no event is the Authority liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement for the existence, furnishing, functioning or use of the Property by the City.

Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry. The City agrees that the Authority, and the Authority's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the City, to enter upon and to examine and inspect (to the extent permitted by law and public policy) the Property or any part thereof. The City further agrees that the Authority, and the Authority's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the City, as may be reasonably necessary to cause the proper maintenance of the Property if the City fails to perform its obligations hereunder. Neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

The City further grants, conveys and confirms to the Authority, for the use, benefit and enjoyment of the Authority, its successors and assigns in interest to the Property, including the Assignee, and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease Agreement over, across and under the property of the City adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.3. Release and Indemnification Covenants. The City hereby indemnifies the Authority, the Assignee and their respective directors, officers, agents, employees, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the City or the City's employees, agents, contractors, invitees or licensees, (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement, (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any

Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct or gross negligence under this Lease Agreement by the Authority, the Assignee, or their respective officers, agents, employees, successors or assigns. The City and the Authority each agree to promptly give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment by the Authority. The Authority's rights, title and interests under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the City hereunder, have been assigned to the Assignee; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses hereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Assignee to the extent such rights accrue to the Assignee. The City hereby consents to such assignment. Whenever in this Lease Agreement any reference is made to the Authority, such reference shall be deemed to refer to the Assignee (including its assignees).

The Assignee may make additional assignments of its rights, title and interests herein;, provided that such assignment is, as certified by such assignee of the Assignee (which may be in the form of the investor letter referred to in this paragraph), to (i) an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, or (ii) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, and is in compliance with all applicable securities laws; provided further that but no such assignment will be effective as against the City unless and until the Assignee has filed with the City at least five (5) Business Days' prior written notice thereof and an executed copy of an investor's letter executed by such assignee of the Assignee and addressed to the City and the Authority substantially in the form of the letter delivered by the Assignee on the Closing Date.

Section 7.5. Assignment and Subleasing by the City. This Lease Agreement may not be assigned, mortgaged, pledged or transferred by the City. The City may sublease the Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee' sole discretion, subject to all of the following conditions:

(a) This Lease Agreement and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City, and any sublease shall be subject and subordinate to this Lease Agreement.

(b) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the City may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The City shall furnish the Authority and the Assignee with a written opinion of Special Counsel stating that such sublease does not cause the interest components of the Lease

Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

(e) Any such sublease shall be subject and subordinate in all respects to the Site and Facility Lease and this Lease Agreement.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the fair market value of the Property.

Section 7.6. Section 7.6 Amendment of Lease Agreement.

(a) *Substitution of Property.* The City shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other property (the "Substitute Property") for the Property, with the prior written consent of the Assignee, provided that the City shall satisfy all of the following requirements (to the extent applicable) which are hereby declared to be conditions precedent to such substitution:

(i) the City shall file with the Authority and the Assignee an amended Exhibit A to the Site and Facility Lease which adds thereto a description of such substitute site and deletes therefrom the description of the former Site;

(ii) the City shall file with the Authority and the Assignee an amended Exhibit A to this Lease Agreement which adds thereto a description of such substitute site and deletes therefrom the description of the former Site;

(iii) the City shall file with the Authority and the Assignee an amended Exhibit B to the Site and Facility Lease which adds thereto a description of such substitute facility and deletes therefrom the description of the former Facility;

(iv) the City shall file with the Authority and the Assignee an amended Exhibit B to this Lease Agreement which adds thereto a description of such substitute facility and deletes therefrom the description of the fanner Facility;

(v) The City shall certify in writing to the Authority and the Assignee that the Substitute Property serves the purposes of the City, constitutes property that is unencumbered, subject to Permitted Encumbrances, and constitutes property which the City is permitted to lease under the laws of the State;

(vi) The City delivers to the Authority and the Assignee evidence (which may be insurance values or any other reasonable basis of valuation and need not require an appraisal) that the value of the Property following such substitution is equal to or greater than the unpaid principal amount of this Lease Agreement;

(vii) The Substitute Property shall not cause the City to violate any of its covenants, representations and warranties made herein;

(viii) The City shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which adds thereto a description of the substitute Site and deletes therefrom the description of the former Site; and

(ix) The City shall certify that the Substitute Property is essential to the City as was the former Property,

(b) *Generally.* The City and the Authority may at any time amend or modify any of the provisions of this Lease Agreement, but only (i) with the prior written consent of the Assignee, or (ii) without the consent of the Assignee, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, or in any other respect whatsoever as the City and the Authority may deem necessary or desirable, provided that, in the opinion of Special Counsel, such modifications or amendments will not materially adversely affect the interests of the Assignee; or

(iii) to amend any provision thereof relating to the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest with respect to the Lease Agreement under the Code, in the opinion of Special Counsel.

Section 7.7. Tax Covenants.

(a) *Generally.* The City will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income of the Assignee for federal income tax purposes and will deliver a tax certificate on the Closing Date.

(b) *Private Activity Bond Limitation.* The City will ensure that the proceeds of the Lease Payments are not so used as to cause the City's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing

Date would have caused the Lease Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

(f) *Bank Qualification.* The City hereby designates this Lease for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than $10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), this Lease Agreement, has been or will be issued by the City, including all subordinate entities of the City, during the calendar year 2015.

Section 7.8. Financial Statements; Budgets; Other Information. Within two hundred ten (210) days following the end of each Fiscal Year of the City during the Term of this Lease Agreement, the City will provide the Authority and the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the City's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standards Board pronouncements and applicable State law. Within thirty (30) days of the end of each fiscal year, the City will provide the Assignee with a copy of its annual budget. The City hereby agrees to provide the Assignee with such other information as may be reasonably requested by the Assignee. **[ADDITIONAL INFORMATION TO BE DETERMINED]**

Section 7.9. Records and Accounts. The City covenants and agrees that it shall keep proper books of record and accounts of its operations in accordance with GASB, in which complete and correct entries shall be made of all transactions relating to the City. Said books and records shall at all reasonable times be subject to the inspection of the Assignee upon 72 hours' prior notice.

Section 7.10. Observance of Laws and Regulations. The City will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations, regulations or Applicable Laws now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board, commission or Governmental Authority having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the City , including the City's right to exist and carry on business as a county, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 7.11. Notices. During the Term of this Lease Agreement, the City shall provide to the Assignee:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Lease Agreement, together with a detailed statement by a City Representative of the steps being taken by the City to cure the effect of such Event of Default.

(b) prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority.

(c) with reasonable promptness, such other information respecting the City, and the operations, affairs and financial condition of the City as the Assignee may from time to time reasonably request.

(d) Notices of filings with the Municipal Securities Regulatory Board's EMMA system, other than regular annual filings.

(e) Notice of an event that could cause a Material Adverse Effect.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Assignee. However, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the Authority and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar federal or State act now existing or which may hereafter be enacted.

(d) Any statement, representation or warranty made by the City in or pursuant to this Lease Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the City is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Assignee or any affiliate of the Assignee, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $250,000.

(f) Any default by the City to observe any covenant, condition or agreement on its part to be observed or performed under the Site and Facility Lease.

(g) Any court of competent jurisdiction shall find or rule that the Site and Facility Lease or this Lease Agreement is not valid or binding against the City.

(h) The City abandons any part of the Property.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease Agreement; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; provided, that no termination of this Lease Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Authority does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Property, or, if the Authority is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Authority or any suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such reentry or obtaining possession of the Property or the exercise of any other remedy by the Authority. The City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in Amador City for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Authority to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The City agrees to surrender and quit possession of the Property upon demand of the Authority for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Authority in excess of the sum of Lease Payments plus costs and expenses incurred by the Authority for its services in re-leasing the Property shall be paid to the City.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease Agreement and re-lease all or any portion of the Property, subject to the Site and Facility Lease. If the Authority terminates this Lease

Agreement at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Property by the Authority in any manner whatsoever or the re-leasing of the Property), the City nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Authority from such re-leasing shall be applied by the Authority to Lease Payments due under this Lease Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property, or of the remainder of the Term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site and Facility Lease.* If an Event of Default occurs and continues hereunder, the Authority may exercise its rights under the Site and Facility Lease.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease Agreement defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party (including the Assignee) the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Assignee, to which assignment the City hereby consents.

Section 8.7. Judicial Reference.

(a) *Judicial Reference*. The Authority and the City hereby agree: (i) each proceeding or hearing based upon or arising out of, directly or indirectly, this Lease Agreement, the Site and Facility Lease, the Property or any document related thereto (including the Assignment Agreement), any dealings between the City and the Authority related to the subject matter of this Lease Agreement, the Site and Facility Lease or any related transactions, and/or the relationship that is being established between the City and the Authority (hereinafter, a "Claim") shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of Section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by either the Authority or the City, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Authority and the City agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) the Authority and the City shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 8.7; (iv) either the Authority or the City, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; (v) the Authority and the City, as applicable, will each have such rights to assert such objections as are set forth in Section 638 et seq. of the California Code of Civil Procedure; and (vi) all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(b) *Selection of Referee; Powers*. The parties to the Reference proceeding shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Los Angeles County Superior Court, or of the U.S. District Court for the Southern District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 8.7.

(c) *Provisional Remedies and Self Help*. No provision of this Section 8.7 shall limit the right of either the Authority or the City, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Authority or the City to the Reference pursuant to this Section 8.7(c).

(d) *Costs and Fees*. Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the City may on any date secure the payment of the Lease Payments in whole or in part by depositing with the Assignee or a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Assignee, which cash so held is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant (which opinion must be in form and substance, and with such an accountant, acceptable to the Assignee and addressed and delivered to the Assignee), together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the City instructs at the time of said deposit; *provided, however*, that at or prior to the date on which any such security deposit is established, the City shall deliver to the Assignee an opinion of Special Counsel (in form and substance acceptable to the Assignee) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the Assignee for federal income tax purposes. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease Agreement shall continue, (ii) all obligations of the City under this Lease Agreement, and all security provided by this Lease Agreement for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the City to make, or cause to be made, all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the City, and (B) the release and indemnification obligations of the City under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.5, the Authority's leasehold interest in the Property will vest in the City on the date of said deposit automatically and without further action by the City or the Authority. The City hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease Agreement and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the Assignee or the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. Optional Prepayment. The City may prepay the principal component of the Lease Payments in full or in part, on any date upon at least 30 days' notice to the Assignee, at a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, and the premium set forth in the following table:

Prepayment Period	Prepayment Premium
September 1, 2015-August 31, 2016	105%
September 1, 2016-August 31, 2017	104%
September 1, 2017-August 31, 2018	103%
September 1, 2018-August 31, 2019	102%
September 1, 2019-August 31, 2020	101%
September 1, 2020 and thereafter	100%

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part in such order of prepayment as shall be selected by the City on any date, together with any accrued and-unpaid interest, and any- other- costs related to such prepayment, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.2. The City and the Authority hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the City's obligations under this Section 9.3.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the City and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City :	City of Susanville 66 North Lassen Street Susanville, CA 96130 Attention: City Administrative Officer Telephone: (530) 257-1000
If to the Authority:	Susanville Public Finance Authority c/o City of Susanville 66 North Lassen Street Susanville, CA 96130 Attention: City Administrative Officer Telephone: (530) 257-1000
If to the Assignee:	Umpqua Bank 2998 Douglas Boulevard, Suite 100 Roseville, CA 95661 Attention: [Mr. Dean Stephens, Vice President Phone: (916) 774-3937]

Section 10.2. Binding Effect. This Lease Agreement inures to the benefit of and is binding upon the Authority, the City and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease Agreement is a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property

hereby leased or intended to be so or for carrying out the expressed intention of this Lease Agreement.

Section 10.6. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease Agreement is governed by and construed in accordance with the laws of the State.

Section 10.8. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Lease Agreement.

Section 10.9. Subsequent Events. The Authority and the City hereby agree that this Lease Agreement is an executory contract for the sale of real property under 11 U.S.C. section 365(i) and the City will be in possession of the Property under section 365(i)(1). In the event the Authority or its successor files a voluntary bankruptcy or an involuntary petition for bankruptcy is filed against the Authority or its successor, the Authority and the City agree that the City will have the rights accorded under 11 U.S.C. section 365(i)(2) including, but not limited to, the right to remain in possession despite any rejection of this Lease Agreement by the Authority or its successor as debtor in possession or by its trustee and, upon termination of this Lease Agreement under Section 4.2 hereof, the City shall be entitled to the delivery of title to the Property from the Authority.

IN WITNESS WHEREOF, the Authority and the City have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

SUSANVILLE PUBLIC FINANCING AUTHORITY

By _____
Brian Wilson, Chairman

Attest:

_____
Gwenna MacDonald
Secretary

CITY OF SUSANVILLE

By _____
Nicholas McBride, Mayor Pro-Tempore

Attest:

_____
Gwenna MacDonald
City Clerk

EXHIBIT A

DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, CITY OF SUSANVILLE, AND IS DESCRIBED AS FOLLOWS:

For APN/Parcel ID(s): 105-162-08

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the intersection of the Northern line of Main Street with the Eastern line of Hall Street, as shown on that certain map entitled, "Amended Official Map of Milwood Tract", filed June 8, 1920 in the office of the County Recorder of the County of Lassen, State of California, in Book 1 of Maps, at Page 13; thence North 15°20' East along said line of Hall Street, 110 feet; thence South 73°41' East 150 feet; thence South 15°20' West 110 feet to the North line of Main Street; thence North 73°41' West along said line of Main Street 150 feet to the point of beginning.

Being a portion of what is commonly known as Block 40 of Hall's Addition to Susanville.

Excepting therefrom all oil, gas and other mineral rights in and under said property together with the exclusive right to use such portion of said property lying more than 500 feet below the surface thereof for the extraction of oil, gas and minerals from said property or properties in the vicinity thereof; however, with no right of surface entry whatsoever, as set forth in the deed recorded February 3, 1977, in Book 312, Page 347, of Official Records.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

Parcel 2:

Parcel B, as shown on that certain Parcel Map No. 155-9-78, for Lassen-Medico Dental Center, Inc., filed on September 19, 1978 in the office of the Lassen County Recorder in Book 15 of Maps, at Pages 33 and 34.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

EXHIBIT B

DESCRIPTION OF THE FACILITY

1805 Main Street – Susanville Police Department

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Total Lease Payment

[TO COME FROM BANK]

AFTER RECORDATION RETURN TO:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, CA 90013
Attention: Rudy S. Salo, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11928 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

MEMORANDUM OF LEASE AGREEMENT

This MEMORANDUM OF LEASE AGREEMENT (this "Memorandum of Lease Agreement"), is entered into as of September 1, 2015, by and between the SUSANVILLE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as sublessor (the "Authority"), and the CITY OF SUSANVILLE, a political subdivision organized and existing under the laws of the State of California, as sublessee (the "City"), who agree as follows:

Section 1. The Lease. The City leases from the Authority and the Authority leases to the City, certain real property described in Section 2 hereof, and the improvements situated upon said real property, upon the terms and conditions, and for the term, more fully set forth in the Lease Agreement, dated as of September 1, 2015, by and between the Authority, as sublessor, and the City, as sublessee (the "Lease Agreement"), all of the provisions of which are hereby incorporated into this Memorandum of Lease Agreement by reference.

Section 2. Leased Premises; Term. The Authority leases, lets and demises unto the City and the City leases, hires and takes from the Authority, those certain parcels of real property situated in City of Susanville, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Site"), and those certain improvements on the Site, more particularly described in Exhibit B attached hereto and made a part hereof (the "Facility"). The Lease Agreement is for a term commencing on the date of recordation of this Memorandum of Lease Agreement and ending on [September 1, 2030], or such earlier or later date on which the Lease Payments (as defined in. the Lease Agreement) are paid in full or provision has been made for such payment in accordance with the Lease Agreement.

Section 3. Assignment Agreement of Authority's Rights Under Lease Agreement. Pursuant to an assignment agreement, dated as of September 1, 2015, by and between the Authority and Umpqua Bank, as assignee (the "Assignee"), recorded concurrently herewith, the

Authority has assigned, transferred and delivered to the Assignee, all of its rights, title and interest in, to and under the Site and Facility Lease (as defined in the Lease Agreement) and the Lease Agreement.

Section 4. Provisions Binding on Successors and Assigns. Subject to the provisions of the Lease Agreement relating to assignment and subletting, the Lease Agreement shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns, including the Assignee.

Section 5. Purpose of Memorandum. This Memorandum of Lease Agreement is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease Agreement.

Section 6. Execution. This Memorandum of Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused this Memorandum of Lease Agreement to be executed in its corporate name by its duly authorized officers; and the City has caused this Memorandum of Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

SUSANVILLE PUBLIC FINANCE AUTHORITY

By: _____
Brian Wilson
Executive Director

Attest:

_____
Gwenna MacDonald
Secretary

CITY OF SUSANVILLE

By: _____
Nicholas McBride, Mayor Pro-Tempore

Attest:

_____
Gwenna MacDonald
City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Lassen)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

DESCRIPTION OF THE SITE

For APN/Parcel ID(s): 105-162-08

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the intersection of the Northern line of Main Street with the Eastern line of Hall Street, as shown on that certain map entitled, "Amended Official Map of Milwood Tract", filed June 8, 1920 in the office of the County Recorder of the County of Lassen, State of California, in Book 1 of Maps, at Page 13; thence North 15°20' East along said line of Hall Street, 110 feet; thence South 73°41' East 150 feet; thence South 15°20' West 110 feet to the North line of Main Street; thence North 73°41' West along said line of Main Street 150 feet to the point of beginning.

Being a portion of what is commonly known as Block 40 of Hall's Addition to Susanville.

Excepting therefrom all oil, gas and other mineral rights in and under said property together with the exclusive right to use such portion of said property lying more than 500 feet below the surface thereof for the extraction of oil, gas and minerals from said property or properties in the vicinity thereof; however, with no right of surface entry whatsoever, as set forth in the deed recorded February 3, 1977, in Book 312, Page 347, of Official Records.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

Parcel 2:

Parcel B, as shown on that certain Parcel Map No. 155-9-78, for Lassen-Medico Dental Center, Inc., filed on September 19, 1978 in the office of the Lassen County Recorder in Book 15 of Maps, at Pages 33 and 34.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

EXHIBIT B

DESCRIPTION OF THE FACILITY

1805 Main Street – Susanville Police Department

CERTIFICATE OF ACCEPTANCE OF LEASE AGREEMENT

This is to certify that the interest in real property conveyed by the Lease Agreement, dated as of September 1, 2015, from Susanville Public Finance Authority, as sublessor, to the City of Susanville, as sublessee (the "City"), as evidenced by the Memorandum of Lease Agreement recorded concurrently herewith, is hereby accepted by the undersigned officer on behalf of the City pursuant to authority conferred by resolution of the City Council of the City adopted on September 2, 2015, and the sublessee consents to recordation thereof by its duly authorized officer.

Dated as of September 1, 2015

CITY OF SUSANVILLE

By _____
Nicholas McBride, Mayor Pro-Tempore

AFTER RECORDATION PLEASE RETURN TO:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, CA 90013
Attention: Rudy S. Salo, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of September 1, 2015

by and between the

CITY OF SUSANVILLE, as Lessor

and the

SUSANVILLE PUBLIC FINANCING AUTHORITY, as Lessee

SITE AND FACILITY LEASE

This SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of September 1, 2015, is by and between the CITY OF SUSANVILLE, a political subdivision organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor, and the SUSANVILLE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), as lessee;

W I T N E S S E T H:

WHEREAS, pursuant to this Site and Facility Lease, the City proposes to lease those certain parcels of real property situated in the City of Susanville, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon; more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of enabling the City to partially finance the construction of a community swimming pool and related improvements by the Honey Lake Valley Recreation Authority;

WHEREAS, the Authority proposes to lease the Property back to the City pursuant to that certain Lease Agreement, dated as of September 1, 2015, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign all of its rights, title and interest in, to and under this Site and Facility Lease and the Lease Agreement, including its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the City, to Umpqua Bank (the "Assignee"), pursuant to that certain assignment agreement, dated as of September 1, 2015, by and between the Authority and the Assignee (the "Assignment Agreement"), and recorded concurrently herewith;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The City hereby leases to the Authority and the Authority hereby leases from the City, on the terms and conditions hereinafter set forth, the Property.

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the City Recorder of the City of Susanville, State of California, and shall end on [September 1, 2030], unless such term is extended or sooner terminated as hereinafter provided. If, on [September 1, 2030], the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease Agreement, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made

for such payment, but in no event later than [September 1, 2040]. If, prior to [September 1, 2030], all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The City agrees to lease the Property to the Authority in consideration of the payment by the Authority of an advance rental payment of $1,200,000. The City and the Authority agree that by reason of the assignment of the Lease Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Authority shall use the Property solely for the purpose of leasing the Property to the City pursuant to the Lease Agreement and for such purposes as may be incidental thereto; provided, however, that in the event of default by the City under the Lease Agreement, the Authority and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. City's Interest in the Property. The City covenants that it is the owner in fee of the Property.

Section 7. City Representations and Certifications to the Authority and the Assignee. The City hereby certifies and represents, warrants, covenants and agrees as follows:

(a) This Site and Facility Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution.

(b) To the best of the City's knowledge, the Authority is not and will not be, in any respect, in default under the terms and provisions of this Site and Facility Lease. Further, to the best of the City's knowledge, the City knows of no event which would, currently or with the passage of time or giving of notice, or both, constitute a default under the terms of this Site and Facility Lease by either the Authority or the City.

(c) The City has not currently encumbered its fee interest in the Property to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments, except for this Site and Facility Lease and the Lease Agreement which is being recorded concurrently herewith and Permitted Encumbrances (as defined in the Trust Agreement).

(d) The City acknowledges and hereby consents to the Lease Agreement.

(e) Upon the Event of Default under the Lease Agreement, the City will standstill and allow the Authority or the Assignee to pursue any and all remedies available to the Authority or Assignee under either this Site and Facility Lease or the Lease Agreement.

(f) Except for the rental payment referenced in Section 4, no additional rent is or will be due under this Site and Facility Lease by the Authority through the term of this Site and Facility Lease and the Authority has satisfied all of its obligations under this Site and Facility Lease.

(g) During the term of the Site and Facility Lease, the City will not consent to any amendment, modification or termination of this Site and Facility Lease without the prior written consent of the Assignee.

(h) During the term of this Site and Facility Lease, the City will not encumber its interest in the Site without the prior written consent of the Assignee.

(i) The City acknowledges that this Site and Facility Lease cannot be terminated by the City for any reason, except according to Section 3.

(j) Notwithstanding any Site and Facility Lease provisions to the contrary, policies of fire, casualty, and extended coverage insurance shall be carried and maintained by the City in accordance with the terms of the Lease Agreement covering the building or buildings constructed on the Site, with a loss payable clause to Assignee.

Section 8. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Authority may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the City and the Assignee. The City consents to the assignment of the Authority's interest in this Site and Facility Lease to the Assignee. If the City is in default under the Lease Agreement, the Assignee (including their successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 9. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 10. Termination. The Authority agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the City.

Section 11. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the City shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the City will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease Agreement or a breach or default of the certifications and representations, warranties and covenants of the City contained in Section 7, the Authority and/or the Assignee may (i) exercise the remedies provided

in the Lease Agreement, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 12. Quiet Enjoyment. The Authority, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 13. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Authority are solely liabilities of the Authority and the City hereby releases each and every Board member, director, officer, employee and agent of the Authority of and from any personal or individual liability under this Site and Facility Lease. No Board member, director, officer, employee or agent of the Authority shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Authority hereunder.

Section 14. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Property or the Authority's interest in the Property created by this Site and Facility Lease (including both land and improvements) will be paid by the City in accordance with the Lease Agreement.

Section 15. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to the Authority or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the City. The City hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Authority in and to the Property through the eminent domain powers of the City. However, the City hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the City with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments, the interest component of Lease Payments accrued to the date of payment of all Lease Payments and any premium due with respect to the prepayment of Lease Payments under the Lease Agreement.

Section 16. Use of the Proceeds. The City and the Authority hereby agree that the lease to the Authority of the City's right and interest in the Property pursuant to Section 2 serves the public purposes of the City.

Section 17. Attorneys' Fees, Costs and Expenses. In any civil action or proceeding arising from or relating to this Site and Facility Lease or a party's performance under this Site and Facility Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

Section 18. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid,

unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 20. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the City and the Authority and their respective successors and assigns. The Assignee are hereby made third party beneficiaries hereunder with all rights of a third party beneficiary.

Section 21. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 23. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 24. No Merger. Neither this Site and Facility Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the City to the Property under this Site and Facility Lease and the City's leasehold interest therein under the Lease Agreement.

Section 25. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Authority have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF SUSANVILLE

By _____
Nicholas McBride, Mayor Pro-Tempore

Attest:

_____
Gwenna MacDonald
City Clerk

SUSANVILLE PUBLIC FINANCING AUTHORITY

By _____
Brian Wilson, Chairman

Attest:

_____
Gwenna MacDonald
Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Lassen)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

DESCRIPTION OF THE SITE

For APN/Parcel ID(s): 105-162-08

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the intersection of the Northern line of Main Street with the Eastern line of Hall Street, as shown on that certain map entitled, "Amended Official Map of Milwood Tract", filed June 8, 1920 in the office of the County Recorder of the County of Lassen, State of California, in Book 1 of Maps, at Page 13; thence North 15°20' East along said line of Hall Street, 110 feet; thence South 73°41' East 150 feet; thence South 15°20' West 110 feet to the North line of Main Street; thence North 73°41' West along said line of Main Street 150 feet to the point of beginning.

Being a portion of what is commonly known as Block 40 of Hall's Addition to Susanville.

Excepting therefrom all oil, gas and other mineral rights in and under said property together with the exclusive right to use such portion of said property lying more than 500 feet below the surface thereof for the extraction of oil, gas and minerals from said property or properties in the vicinity thereof; however, with no right of surface entry whatsoever, as set forth in the deed recorded February 3, 1977, in Book 312, Page 347, of Official Records.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

Parcel 2:

Parcel B, as shown on that certain Parcel Map No. 155-9-78, for Lassen-Medico Dental Center, Inc., filed on September 19, 1978 in the office of the Lassen County Recorder in Book 15 of Maps, at Pages 33 and 34.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

EXHIBIT B

DESCRIPTION OF THE FACILITY

1805 Main Street – Susanville Police Department

CERTIFICATE OF ACCEPTANCE OF SITE AND FACILITY LEASE

This is to certify that the interest in real property conveyed by the Site and Facility Lease, dated as of September 1, 2015, from the City of Susanville, as lessor, to Susanville Public Finance Authority (the "Authority"), as lessee, is hereby accepted by the undersigned officer on behalf of the Authority, pursuant to authority conferred by resolution of the Board of Directors of the Authority adopted on September 2, 2015, and the lessee consents to recordation thereof by its duly authorized officer.

Dated as of September 1, 2015

SUSANVILLE PUBLIC FINANCING AUTHORITY

By _____
Brian Wilson, Chairman

AFTER RECORDATION PLEASE RETURN TO:

Nixon Peabody LLP
Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, CA 90013
Attention: Rudy S. Salo, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of September 1, 2015

by and between the

CITY OF SUSANVILLE, as Lessor

and the

SUSANVILLE PUBLIC FINANCING AUTHORITY, as Lessee

SITE AND FACILITY LEASE

This SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of September 1, 2015, is by and between the CITY OF SUSANVILLE, a political subdivision organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor, and the SUSANVILLE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), as lessee;

W I T N E S S E T H:

WHEREAS, pursuant to this Site and Facility Lease, the City proposes to lease those certain parcels of real property situated in the City of Susanville, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon; more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of enabling the City to partially finance the construction of a community swimming pool and related improvements by the Honey Lake Valley Recreation Authority;

WHEREAS, the Authority proposes to lease the Property back to the City pursuant to that certain Lease Agreement, dated as of September 1, 2015, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign all of its rights, title and interest in, to and under this Site and Facility Lease and the Lease Agreement, including its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the City, to Umpqua Bank (the "Assignee"), pursuant to that certain assignment agreement, dated as of September 1, 2015, by and between the Authority and the Assignee (the "Assignment Agreement"), and recorded concurrently herewith;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The City hereby leases to the Authority and the Authority hereby leases from the City, on the terms and conditions hereinafter set forth, the Property.

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the City Recorder of the City of Susanville, State of California, and shall end on [September 1, 2030], unless such term is extended or sooner terminated as hereinafter provided. If, on [September 1, 2030], the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease Agreement, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made

for such payment, but in no event later than [September 1, 2040]. If, prior to [September 1, 2030], all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The City agrees to lease the Property to the Authority in consideration of the payment by the Authority of an advance rental payment of $1,200,000. The City and the Authority agree that by reason of the assignment of the Lease Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Authority shall use the Property solely for the purpose of leasing the Property to the City pursuant to the Lease Agreement and for such purposes as may be incidental thereto; provided, however, that in the event of default by the City under the Lease Agreement, the Authority and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. City's Interest in the Property. The City covenants that it is the owner in fee of the Property.

Section 7. City Representations and Certifications to the Authority and the Assignee. The City hereby certifies and represents, warrants, covenants and agrees as follows:

(a) This Site and Facility Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution.

(b) To the best of the City's knowledge, the Authority is not and will not be, in any respect, in default under the terms and provisions of this Site and Facility Lease. Further, to the best of the City's knowledge, the City knows of no event which would, currently or with the passage of time or giving of notice, or both, constitute a default under the terms of this Site and Facility Lease by either the Authority or the City.

(c) The City has not currently encumbered its fee interest in the Property to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments, except for this Site and Facility Lease and the Lease Agreement which is being recorded concurrently herewith and Permitted Encumbrances (as defined in the Trust Agreement).

(d) The City acknowledges and hereby consents to the Lease Agreement.

(e) Upon the Event of Default under the Lease Agreement, the City will standstill and allow the Authority or the Assignee to pursue any and all remedies available to the Authority or Assignee under either this Site and Facility Lease or the Lease Agreement.

(f) Except for the rental payment referenced in Section 4, no additional rent is or will be due under this Site and Facility Lease by the Authority through the term of this Site and Facility Lease and the Authority has satisfied all of its obligations under this Site and Facility Lease.

(g) During the term of the Site and Facility Lease, the City will not consent to any amendment, modification or termination of this Site and Facility Lease without the prior written consent of the Assignee.

(h) During the term of this Site and Facility Lease, the City will not encumber its interest in the Site without the prior written consent of the Assignee.

(i) The City acknowledges that this Site and Facility Lease cannot be terminated by the City for any reason, except according to Section 3.

(j) Notwithstanding any Site and Facility Lease provisions to the contrary, policies of fire, casualty, and extended coverage insurance shall be carried and maintained by the City in accordance with the terms of the Lease Agreement covering the building or buildings constructed on the Site, with a loss payable clause to Assignee.

Section 8. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Authority may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the City and the Assignee. The City consents to the assignment of the Authority's interest in this Site and Facility Lease to the Assignee. If the City is in default under the Lease Agreement, the Assignee (including their successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 9. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 10. Termination. The Authority agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the City.

Section 11. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the City shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the City will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease Agreement or a breach or default of the certifications and representations, warranties and covenants of the City contained in Section 7, the Authority and/or the Assignee may (i) exercise the remedies provided

in the Lease Agreement, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 12. Quiet Enjoyment. The Authority, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 13. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Authority are solely liabilities of the Authority and the City hereby releases each and every Board member, director, officer, employee and agent of the Authority of and from any personal or individual liability under this Site and Facility Lease. No Board member, director, officer, employee or agent of the Authority shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Authority hereunder.

Section 14. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Property or the Authority's interest in the Property created by this Site and Facility Lease (including both land and improvements) will be paid by the City in accordance with the Lease Agreement.

Section 15. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to the Authority or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the City. The City hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Authority in and to the Property through the eminent domain powers of the City. However, the City hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the City with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments, the interest component of Lease Payments accrued to the date of payment of all Lease Payments and any premium due with respect to the prepayment of Lease Payments under the Lease Agreement.

Section 16. Use of the Proceeds. The City and the Authority hereby agree that the lease to the Authority of the City's right and interest in the Property pursuant to Section 2 serves the public purposes of the City.

Section 17. Attorneys' Fees, Costs and Expenses. In any civil action or proceeding arising from or relating to this Site and Facility Lease or a party's performance under this Site and Facility Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

Section 18. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid,

unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 20. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the City and the Authority and their respective successors and assigns. The Assignee are hereby made third party beneficiaries hereunder with all rights of a third party beneficiary.

Section 21. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 23. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 24. No Merger. Neither this Site and Facility Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the City to the Property under this Site and Facility Lease and the City's leasehold interest therein under the Lease Agreement.

Section 25. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Authority have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF SUSANVILLE

By _____
Nicholas McBride, Mayor Pro-Tempore

Attest:

_____
Gwenna MacDonald
City Clerk

SUSANVILLE PUBLIC FINANCING AUTHORITY

By _____
Brian Wilson, Chairman

Attest:

_____
Gwenna MacDonald
Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Lassen)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

DESCRIPTION OF THE SITE

For APN/Parcel ID(s): 105-162-08

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the intersection of the Northern line of Main Street with the Eastern line of Hall Street, as shown on that certain map entitled, "Amended Official Map of Milwood Tract", filed June 8, 1920 in the office of the County Recorder of the County of Lassen, State of California, in Book 1 of Maps, at Page 13; thence North 15°20' East along said line of Hall Street, 110 feet; thence South 73°41' East 150 feet; thence South 15°20' West 110 feet to the North line of Main Street; thence North 73°41' West along said line of Main Street 150 feet to the point of beginning.

Being a portion of what is commonly known as Block 40 of Hall's Addition to Susanville.

Excepting therefrom all oil, gas and other mineral rights in and under said property together with the exclusive right to use such portion of said property lying more than 500 feet below the surface thereof for the extraction of oil, gas and minerals from said property or properties in the vicinity thereof; however, with no right of surface entry whatsoever, as set forth in the deed recorded February 3, 1977, in Book 312, Page 347, of Official Records.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

Parcel 2:

Parcel B, as shown on that certain Parcel Map No. 155-9-78, for Lassen-Medico Dental Center, Inc., filed on September 19, 1978 in the office of the Lassen County Recorder in Book 15 of Maps, at Pages 33 and 34.

Also excepting therefrom all that portion thereof lying within the parcel of land described in the Judgment in favor of Jerome Samelson and Barbara Samelson recorded March 21, 1983 in Book 415 of Official Records, at Page 535, Lassen County Records.

EXHIBIT B

DESCRIPTION OF THE FACILITY

1805 Main Street – Susanville Police Department

CERTIFICATE OF ACCEPTANCE OF SITE AND FACILITY LEASE

This is to certify that the interest in real property conveyed by the Site and Facility Lease, dated as of September 1, 2015, from the City of Susanville, as lessor, to Susanville Public Finance Authority (the "Authority"), as lessee, is hereby accepted by the undersigned officer on behalf of the Authority, pursuant to authority conferred by resolution of the Board of Directors of the Authority adopted on September 2, 2015, and the lessee consents to recordation thereof by its duly authorized officer.

Dated as of September 1, 2015

SUSANVILLE PUBLIC FINANCING AUTHORITY

By _____
Brian Wilson, Chairman

AGENDA ITEM NO. 13A

Reviewed by: ___ City Administrator
___ City Attorney

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

Submitted By: Deborah Savage, Finance Manager

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Monthly Natural Gas Update

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Attached for Council's review is the monthly report of gas therms sold, revenues, cash balance, total customers, and heating degree days for the natural gas fund for the month of July 2015.

FISCAL IMPACT: None

ACTION REQUESTED: Information only.

ATTACHMENTS: Monthly natural gas report

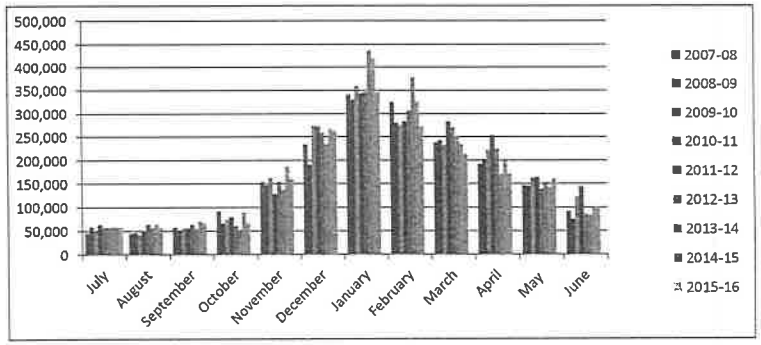
Finance Monthly Report on Natural Gas

s:bob/natgasmonthlycouncilreport

8/26/2015 9:18

Gas Therms Sold

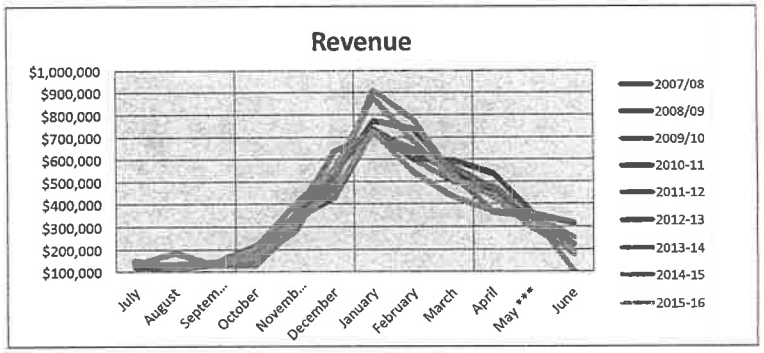
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	45,027	58,446	49,466	62,603	57,365	56,899	58,723	57,987	58,443
August	44,532	46,818	41,644	48,183	64,104	56,093	64,676	56,307	
September	57,226	51,799	55,390	55,862	63,337	54,039	69,737	66,933	
October	91,440	66,118	74,330	79,574	60,532	53,104	89,329	65,104	
November	153,113	146,997	162,022	127,784	153,914	137,479	186,675	160,903	
December	233,667	190,784	273,697	271,989	258,838	233,758	266,615	262,132	
January	340,949	330,009	359,235	343,407	346,039	436,376	419,347	345,572	
February	325,190	280,276	275,020	283,048	306,336	378,321	326,830	272,010	
March	237,912	242,272	232,303	282,908	270,328	249,984	234,788	213,149	
April	192,075	202,887	222,391	252,660	225,175	170,112	202,679	171,387	
May	145,486	143,812	161,969	163,470	138,363	152,883	142,480	160,119	
June	91,019	74,524	122,517	143,416	85,653	82,832	99,349	98,216	
	1,957,636	1,834,742	2,029,984	2,114,904	2,029,984	2,061,880	2,161,228	1,929,819	



Revenue ($)

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	$117,693	$149,165	$134,689	$148,553	$ 137,470	$ 133,068	$ 45,651	$22,774	$15,244
August	$116,559	$123,443	$134,118	$117,889	$ 113,002	$ 186,258	$113,806	$134,335	
September	$141,876	$133,420	$144,399	$134,360	$ 133,066	$ 128,977	$143,009	$136,476	
October	$214,298	$166,743	$187,676	$163,648	$ 144,968	$ 127,563	$207,475	$164,700	
November	$346,674	$333,459	$350,328	$281,213	$ 333,223	$ 298,531	$396,656	$330,419	
December	$530,492	$426,551	$634,171	$558,049	$ 548,393	$ 495,799	$557,912	$453,935	
January	$773,258	$734,575	$720,414	$730,774	$ 726,095	$ 908,393	$874,741	$724,653	
February	$734,762	$634,589	$598,954	$600,113	$ 644,746	$ 780,359	$683,376	$542,336	
March	$539,094	$540,660	$498,729	$594,564	$ 567,538	$ 527,590	$509,376	$429,750	
April	$446,166	$464,462	$481,735	$538,187	$ 468,980	$ 363,540	$433,140	$366,075	
May ***	$347,785	$334,406	$349,999	$354,146	$ 293,760	$ 343,424	$288,085	$350,496	
June	$223,912	$181,314	$252,671	$315,622	$ 193,427	$ 103,011	$336,275	$186,015	
	$4,532,569	$4,222,787	$4,487,884	$4,537,119	$ 4,304,669	$ 4,396,512	$ 4,589,502	$ 3,841,963	

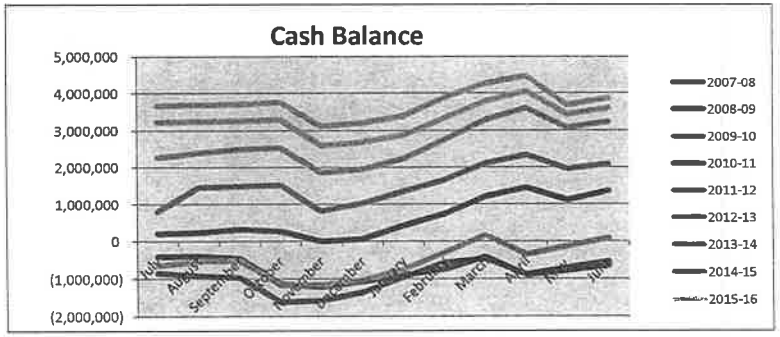
*** May 2010 Natural Gas Rates lowered by Resolution #10-4625



Finance Monthly Report on Natural Gas

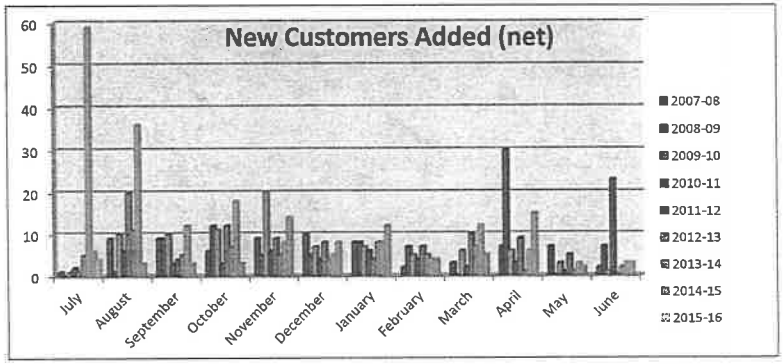
Cash Balance ($)

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	(850,047)	(401,105)	(643,607)	205,358	801,858	2,260,837	3,225,827	3,660,192	3,947,542
August	(927,582)	(395,943)	(528,595)	226,438	1,453,941	2,387,759	3,244,576	3,686,254	
September	(964,705)	(453,841)	(505,047)	313,415	1,482,858	2,490,535	3,248,511	3,689,478	
October	(1,614,041)	(1,138,376)	(1,171,232)	260,099	1,515,614	2,524,567	3,295,177	3,750,370	
November	(1,585,190)	(1,207,760)	(1,157,242)	(10,540)	806,068	1,854,122	2,581,109	3,110,908	
December	(1,360,254)	(1,060,509)	(1,045,530)	56,506	1,021,317	1,943,965	2,679,571	3,196,747	
January	(950,443)	(897,226)	(741,862)	417,995	1,347,820	2,233,480	2,872,175	3,381,560	
February	(565,372)	(744,788)	(298,578)	729,696	1,661,198	2,742,774	3,317,464	3,863,109	
March	(469,707)	(413,286)	159,398	1,203,904	2,098,123	3,280,072	3,768,070	4,260,585	
April	(881,910)	(900,523)	(351,369)	1,447,678	2,336,009	3,592,901	4,047,705	4,474,515	
May	(697,320)	(779,890)	(140,418)	1,111,987	1,955,266	3,073,103	3,426,483	3,668,178	
June	(537,315)	(646,471)	80,472	1,358,515	2,092,761	3,225,296	3,579,112	3,860,684	



New Customers added (net)

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	1	0	1	2	1	5	59	6	4
August	9	1	10	6	20	11	36	3	
September	9	9	10	3	4	5	12	3	
October	6	12	11	3	12	7	18	3	
November	9	5	20	6	9	5	8	14	
December	10	5	7	4	8	4	5	8	
January	8	8	7	6	4	8	8	12	
February	2	7	5	4	7	5	4	4	
March	3	0	6	2	10	7	12	5	
April	7	30	6	3	9	1	6	15	
May	7	0	3	1	5	1	3	2	
June	2	7	1	23	0	2	3	3	
	73	84	87	63	89	61	174	78	



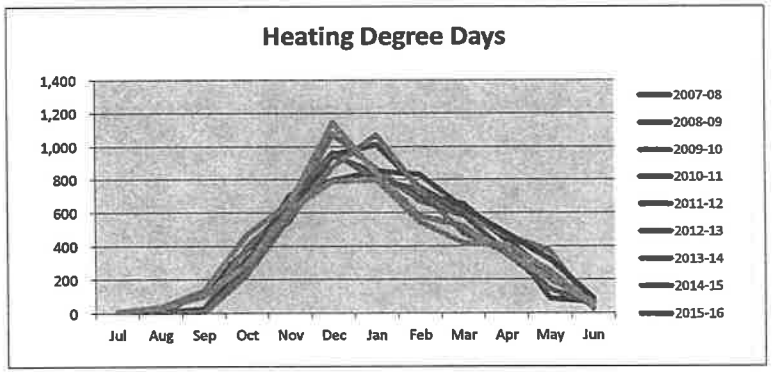
Total Customers

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	2390	2462	2547	2632	2697	2790	2905	3,026	3,102
August	2399	2463	2557	2638	2717	2801	2941	3,029	
September	2408	2472	2567	2641	2721	2806	2,953	3,032	
October	2414	2484	2578	2644	2733	2813	2,971	3,035	
November	2423	2489	2598	2650	2742	2818	2,979	3,049	
December	2433	2494	2606	2654	2750	2822	2,984	3,057	
January	2441	2502	2613	2661	2754	2830	2,992	3,069	
February	2443	2509	2617	2665	2761	2835	2,996	3,073	
March	2446	2509	2620	2667	2771	2842	3,008	3,078	
April	2453	2539	2626	2670	2780	2843	3,014	3,093	
May	2460	2539	2629	2671	2785	2844	3,017	3,095	
June	2462	2546	2630	2696	2785	2846	3,020	3,098	

Finance Monthly Report on Natural Gas

Heating Degree Days

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
Jul	0	0	0	0	0	0	7	5	23
Aug	0	0	9	0	0	0	35	30	
Sep	134	21	24	21	3	1	134	103	
Oct	378	324	395	290	264	228	468	287	
Nov	613	557	630	704	682	570	662	614	
Dec	953	945	1,076	792	965	877	1144	790	
Jan	1,012	841	866	852	800	1,071	839	798	
Feb	751	690	671	830	739	737	581	544	
Mar	613	653	581	630	589	477	517	419	
Apr	445	435	466	475	358	362	354	407	
May	220	87	373	322	143	205	201	249	
Jun	35	67	27	86	47	62	55	45	
	5,154	4,620	5,118	5,002	4,590	4,590	4,997	4,291	



Heating Degree Days - Amount of energy needed to heat a home or business.

AGENDA ITEM NO. **13B**

Reviewed by: YGH City Administrator
___ City Attorney

___ Motion only
___ Public Hearing
___ Resolution
___ Ordinance
_X_ Information

Submitted By: Deborah Savage, Finance Manager

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Monthly Golf Course Update

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Attached for Council's review is the monthly report of revenues, expenses and cash balances for the golf course for July 2015.

FISCAL IMPACT: None

ACTION REQUESTED: Information only.

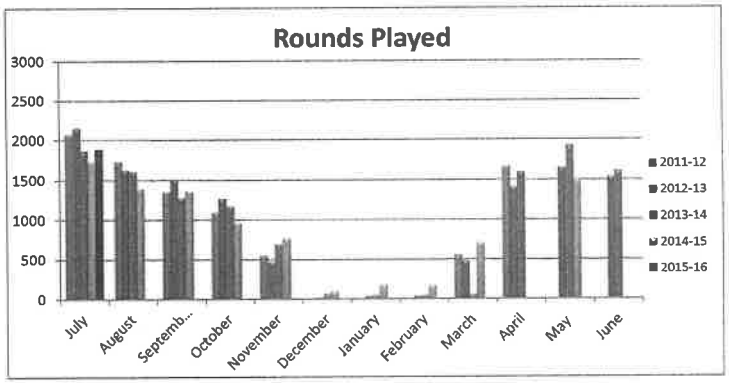
ATTACHMENTS: Monthly golf course report

GOLF COURSE

GOLF SEASON IS APRIL-OCTOBER

Rounds Played

	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	2,484	2,744	2,432	2,076	2,157	1,862	1,738	1,888
August	2,322	2,435	2,400	1,740	1,636	1,609	1,398	
September	1,817	1,866	1,792	1,357	1,516	1,277	1,363	
October	1,601	1,401	1,215	1,098	1,267	1,163	965	
November	1,103	895	741	557	473	697	777	
December	368	61	0	0	22	66	106	
January	0	0	0	0	45	48	183	
February	0	0	0	0	41	41	182	
March	0	0	0	564	483	56	717	
April	1,840	1,270	1,122	1,672	1,412	1,599	*1,275	
May	2,244	1,953	1,378	1,719	1,654	1,923	1,514	
June	2,511	2,446	1,564	1,859	1,545	1,613	1,831	
	16,290	15,071	12,644	12,642	12,251	11,954	8,943	1,888

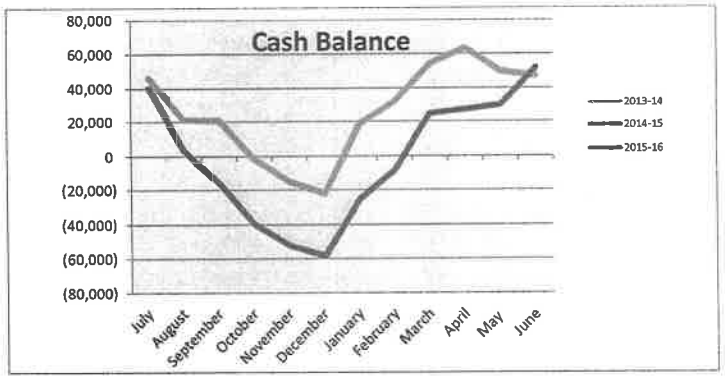


Winter Play does not include rounds played for annual members.

* Golf Course Manager unable to verify rounds played due to computer software malfunction.

Cash Balance ($)

	2008-09	2009-10	2010-11	2011-12	(1) 2012-13	2013-14	2014-15	2015-16
July	4,754	(8,769)	(63,595)	(164,703)	(185,431)	46,316	40,244	10,656
August	3,746	(35,641)	(65,521)	(155,126)	(193,199)	21,223	3,187	
September	2,707	(36,478)	(67,531)	(183,151)	(200,453)	20,658	(16,159)	
October	1,482	(37,982)	(86,305)	(211,381)	(210,085)	(1,610)	(39,909)	
November	400	(39,213)	(170,911)	(235,502)	(219,836)	(15,142)	(52,457)	
December	(556)	(40,450)	(182,084)	(251,904)	(231,686)	(22,109)	(58,501)	
January	(1,558)	(41,603)	(189,022)	(260,560)	(242,035)	18,530	(25,397)	
February	(2,545)	(43,794)	(194,031)	(265,072)	(3,943)	31,973	(8,634)	
March	(3,546)	(45,957)	(207,205)	(197,719)	48,766	54,233	24,611	
April	(4,558)	(49,075)	(139,990)	(188,001)	74,261	63,514	26,858	
May	(5,844)	(53,577)	(163,433)	(185,079)	59,882	49,830	29,518	
June	(6,265)	(61,696)	(174,529)	(184,109)	46,510	47,143	51,804	



(1) - General Fund transferred in $244,886 to remove negative cash

GOLF COURSE

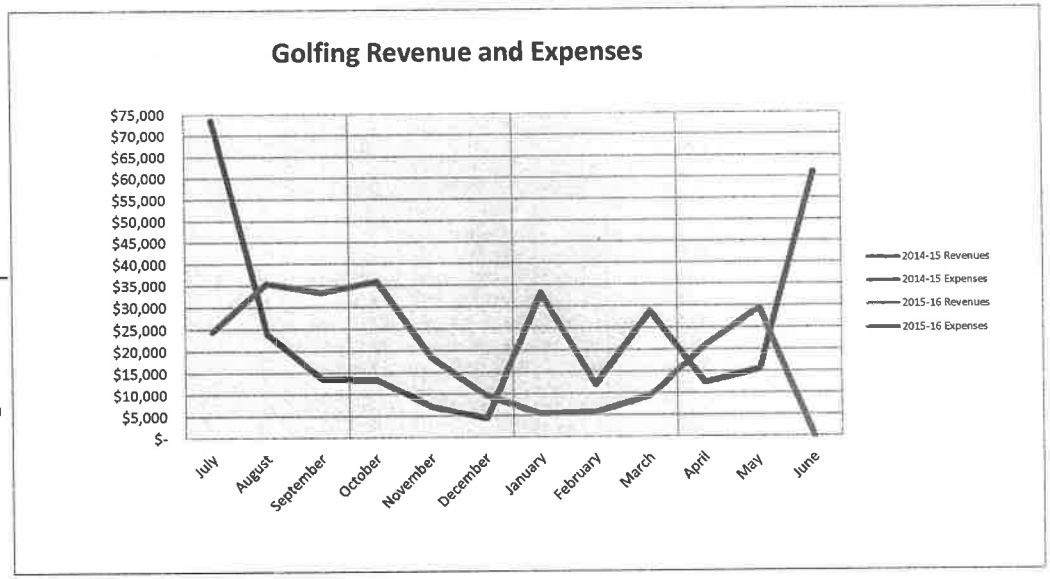
Revenue ($)

	2010-11	2011-12	2012-13	2013-14	2014-15 Revenues	2015-16 Revenues
July	$ 2,284	$ 55,333	$ 78,704	$ 66,861	$ 73,478	$ 34,070
August	$ 2,286	$ 40,342	$ 28,151	$ 20,948	$ 23,906	
September	$ 2,286	$ 22,355	$ 16,907	$ 14,243	$ 13,563	
October	$ 13,147	$ 14,270	$ 18,531	$ 9,281	$ 13,443	
November	$ 10,151	$ 11,739	$ 9,340	$ 6,097	$ 7,190	
December	$ 445	$ 1,315	$ 2,541	$ 2,031	$ 4,372	
January	$ 175	$ -	$ 627	$ 46,874	$ 32,962	
February	$ 1,504	$ 771	$ 8,479	$ 18,544	$ 12,215	
March	$ 7,256	$ 71,957	$ 52,973	$ 24,741	$ 28,803	
April	$ 89,414	$ 27,191	$ 34,671	$ 24,241	$ 12,655	
May	$ 38,039	$ 30,147	$ 17,400	$ 14,632	$ 15,488	
June	$ 21,516	$ 43,943	$ 26,349	$ 25,829	$ 60,965	
	$ 188,503	$ 319,362	$ 294,671	$ 274,322	$ 299,040	$ 34,070

Expenses ($)

	2010-11	2011-12	2012-13	2013-2014	2014-15 Expenses	2015-16 Expenses
July	$ 8,495	$ 33,627	$ 36,737	$ 24,054	$ 24,593	$ 26,790
August	$ 3,970	$ 71,919	$ 58,916	$ 42,984	$ 35,518	
September	$ 11,204	$ 51,818	$ 31,511	$ 27,049	$ 33,330	
October	$ 47,590	$ 47,451	$ 35,092	$ 36,693	$ 35,939	
November	$ 34,276	$ 54,972	$ 29,001	$ 21,353	$ 18,556	
December	$ 19,451	$ 22,233	$ 17,629	$ 6,914	$ 9,723	
January	$ (3,769)	$ 14,766	$ 15,224	$ 5,311	$ 5,484	
February	$ 15,222	$ 15,038	$ 25,556	$ 4,144	$ 5,861	
March	$ 24,881	$ 25,361	$ 12,940	$ 6,208	$ 9,580	
April	$ 29,967	$ 35,536	$ 22,179	$ 22,989	$ 20,917	
May	$ 31,809	$ 39,833	$ 46,152	$ 33,686	$ 29,452	
June	$ 87,589	$ 33,799	$ 60,118	$ 30,895	$ *75115	
	$ 310,685	$ 442,570	$ 391,057	$ 262,280	$ 304,068	$ 26,790
Net Profit(Loss)	(122,182)	(123,208)	(96,386)	12,042	(5,028)	7,280

* Expense higher due to pump maintenance.



GOLF COURSE RESTAURANT

Revenues	2012-13 Revenues	2012-13 Expenses	2012-13 Net Profit(Loss)	2013-14 Revenues	2013-14 Expenses	2013-14 Net Profit(Loss)	2014-15 Revenues	2014-15 Expenses	2014-15 Net Profit(Loss)
July				$ 8,783	$ 9,078	(295)	$ 9,328	$ 10,493	(1,165)
August				$ 5,594	$ 13,999	(8,406)	$ 10,671	$ 19,642	(8,971)
September				$ 7,767	$ 5,924	1,843	$ 10,204	$ 18,853	(8,649)
October				$ 4,097	$ 7,101	(3,005)	$ 8,645	$ 11,004	(2,359)
November				$ 2,411	$ 3,261	(851)	$ 3,512	$ 5,218	(1,706)
December									
January									
February									
March		$ 9,478	(9,478)		$ 600	(600)			
April	$ 5,200	$ 7,298	(2,098)	$ 5,183	$ 8,264	(3,082)	$ 3,757	$ 4,730	(972)
May	$ 7,047	$ 5,928	1,118	$ 8,453	$ 13,272	(4,819)	$ 10,754	$ 13,156	$ (2,402)
June	$ 8,632	$ 16,138	(7,506)	$ 17,708	$ 26,694	(8,987)	$ 16,253	$ 20,809	(4,555)
	$ 20,878	$ 38,842	(17,964)	$ 59,994	$ 88,194	(28,200)	$ 73,125	$ 103,904	(30,779)

	2015-16 Revenues	2015-16 Expenses	2015-16 Net Profit(Loss)
July	$ 10,644	$ 10,935	(291)
August			
September			
October			
November			
December			
January			
February			
March			
April			
May			
June			
	$ 10,644	$ 10,935	(291)

AGENDA ITEM NO. 13C

Reviewed by: JGH City Administrator
_____ City Attorney

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

Submitted by: Dan Newton, Public Works Director

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Receive 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. 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.

In the month of July 2015, the City has achieved 32.5 percent conservation in potable water usage compared to June 2013.

Public Works Director will provide emergency water regulations report at City Council Meeting, September 2, 2015.

FISCAL IMPACT: None

ACTION REQUESTED: Information Only

ATTACHMENTS: None

AGENDA ITEM NO. 13D

Reviewed by: JGH City Administrator
___City Attorney

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

Submitted by: James Moore, Fire Chief

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Susanville Fire Department ISO Rating
2014 Assistance to Firefighters Grant

PRESENTED BY: James Moore, Fire Chief

SUMMARY: Staff will provide an oral update regarding the 2014 Assistance to Firefighters Grant Award and the status of the City of Susanville's ISO Rating.

FISCAL IMPACT: None.

ACTION REQUESTED: Information only.

ATTACHMENTS: None.

AGENDA ITEM NO. 13E

Reviewed by: X City Administrator
____ City Attorney

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

Submitted by: Heidi Whitlock, Assistant to the City Administrator

Action Date: September 2, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Susan River Parkway Grant Application

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: An update will be given regarding the status of the Susan River Parkway grant application.

FISCAL IMPACT: None.

ACTION REQUESTED: Direction to staff.

ATTACHMENTS: Application to be provided at meeting.