
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
December 16, 2015 * 6:00 p.m.

Call meeting to order

Roll call of Councilmembers present

Next Resolution No. 15-5245

Next Ordinance No. 15-1005

- 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: SPOA

- 4 **RETURN TO OPEN SESSION:** (recess if necessary)
 - *Reconvene in open session at 7:00 p.m.*
 - *Pledge of allegiance*
 - *Report any changes to agenda*
 - *Report any action out of Closed Session*
 - *Moment of Silence or Thought for the Day: Brian Wilson*
 - *Proclamations, awards or presentations by the City Council*

Introduction of Police Officer Trainee Fred Foulk

- 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 Approve vendor warrants numbered 95827 through 95995 for a total of \$674,849.07 including \$290,554.72 in payroll warrants

7 PUBLIC HEARINGS:

- A Consider approval of **Resolution No. 15-5227** approving Commercial Operator rate structure for Susanville Municipal Airport

8 COUNCIL DISCUSSION/ANNOUNCEMENTS:

Commission/Committee Reports:

9 NEW BUSINESS:

- A Consider approval of **Resolution No. 15-5238** approving a Streambed Alteration Agreement with the California Department of Fish and Wildlife (CDFW) for routine maintenance activities along rivers and streams with the City.
- B Consider approval of application submittal for Federal Emergency Management Agency (FEMA) Assistance for Firefighters Grant
- C Consider options for ownership of 71 acre parcel on Skyline Drive APN: 101-271-16
- D Consider approval of **Resolution No. 15-5242** authorizing hangar lease for Hangar #38
- E Consider approval of **Resolution No. 15-5244** approving Fiscal year 2017-2021 Airport Capital Improvement Plan for the Susanville Municipal Airport

10 SUSANVILLE COMMUNITY DEVELOPMENT AGENCY: No business.

11 SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12 CONTINUING BUSINESS:

- A Consider **Ordinance No. 15-1004** adding Chapter 8.50 Entitled "Very High Fire Hazard Severity Zone" to the Susanville Municipal Code; Waive second reading and adopt
- B Consider approval of **Resolution No. 15-5240** authorizing amendment of FAA Grant AIP No. 3-06-0251-13
- C Consider approval of **Resolution No. 15-5241** authorizing the Mayor to execute grant application with FAA for construction of PAPI project at the Susanville Municipal Airport

13 CITY ADMINISTRATOR'S REPORTS: No business.

14 COUNCIL ITEMS:

- A AB1234 travel reports:

15 ADJOURNMENT:

- **The next regular City Council meeting will be held on January 6, 2016 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 December 16, 2015 in the areas designated on December 11, 2015.



Gwenna MacDonald, City Clerk

Reviewed by: JS City Administrator
 City Attorney

 X Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Deborah Savage, Finance Manager

Action Date: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated November 21ST through December 9th numbered 95827 through 95995

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$ 384,294.35 plus \$ 290,554.72 in payroll warrants, for a total of \$674,849.07

ACTION REQUESTED: Motion to receive and file.

ATTACHMENTS: Payments by vendor and transmittal check registers.

Report Criteria:
 Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
11/20/2015	CDPT	11/24/2015	444	CITY OF SUSANVILLE PA	1	7650-2203-1	6,972.93-
11/20/2015	CDPT	11/24/2015	444	CITY OF SUSANVILLE PA	1	7650-2203-1	6,972.93-
11/20/2015	CDPT	11/24/2015	444	CITY OF SUSANVILLE PA	1	7650-2203-1	2,205.62-
11/20/2015	CDPT	11/24/2015	444	CITY OF SUSANVILLE PA	1	7650-2203-1	2,205.62-
11/20/2015	CDPT	11/24/2015	444	CITY OF SUSANVILLE PA	1	7650-2203-1	17,421.46-
11/20/2015	CDPT	11/24/2015	445	EMPLOYMENT DEV. DEP	6	7650-2203-1	5,157.78-
11/20/2015	CDPT	11/24/2015	446	EMPLOYMENT DEV DEP	7	7650-2203-1	1,273.26-
11/06/2015	CDPT	11/24/2015	447	LABORERS TRUST FUND	9	7650-2203-1	995.50-
11/20/2015	CDPT	11/24/2015	447	LABORERS TRUST FUND	9	7650-2203-1	1,136.50-
11/20/2015	CDPT	11/24/2015	447	LABORERS TRUST FUND	9	7650-2203-1	69,412.00-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	6,876.90-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	1,687.14-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	3,066.58-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	592.85-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	1,698.21-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	153.96-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	79.56-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	98.54-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	913.27-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	911.37-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	1,028.44-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	997.42-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	344.81-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	334.40-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	15.00-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	4,480.67-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	1,085.68-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	2,309.62-
11/20/2015	CDPT	11/24/2015	448	P.E.R.S.	8	7650-2203-1	32.00-
11/06/2015	CDPT	11/24/2015	95835	AFLAC	14	8403-2239-0	490.55-
11/06/2015	CDPT	11/24/2015	95835	AFLAC	14	7650-2203-0	132.85-
11/20/2015	CDPT	11/24/2015	95835	AFLAC	14	8403-2239-0	490.55-
11/20/2015	CDPT	11/24/2015	95835	AFLAC	14	7650-2203-0	132.85-
11/20/2015	CDPT	11/24/2015	95836	BECKY R. CALLISON	40	7650-2203-0	348.46-
11/20/2015	CDPT	11/24/2015	95837	CA STATE DISBURSEME	35	7650-2203-0	155.07-
11/20/2015	CDPT	11/24/2015	95838	CA STATE DISBURSEME	36	7650-2203-0	103.84-
11/20/2015	CDPT	11/24/2015	95839	CA STATE DISBURSEME	37	7650-2203-0	69.23-
11/06/2015	CDPT	11/24/2015	95840	GOLDEN ONE CREDIT U	12	7650-2203-0	513.50-
11/20/2015	CDPT	11/24/2015	95840	GOLDEN ONE CREDIT U	12	7650-2203-0	513.50-
11/20/2015	CDPT	11/24/2015	95841	JEFFERSON PILOT FINA	22	7650-2203-1	156.42-
11/20/2015	CDPT	11/24/2015	95841	JEFFERSON PILOT FINA	22	7650-2203-1	162.76-
11/20/2015	CDPT	11/24/2015	95842	NATIONWIDE RETIREME	5	7650-2203-0	845.00-
11/06/2015	CDPT	11/24/2015	95843	NEW IMAGE RACQUETB	30	7650-2203-0	127.50-
11/20/2015	CDPT	11/24/2015	95843	NEW IMAGE RACQUETB	30	7650-2203-0	127.50-
11/06/2015	CDPT	11/24/2015	95844	OPERATING ENGINEERS	11	7650-2203-0	697.00-
11/20/2015	CDPT	11/24/2015	95844	OPERATING ENGINEERS	11	7650-2203-0	697.00-
11/06/2015	CDPT	11/24/2015	95845	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.96-
11/20/2015	CDPT	11/24/2015	95845	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.94-
11/06/2015	CDPT	11/24/2015	95846	UPEC, LOCAL 792	10	7650-2203-1	21.25-
11/20/2015	CDPT	11/24/2015	95846	UPEC, LOCAL 792	10	7650-2203-1	21.25-
11/20/2015	CDPT	11/24/2015	95846	UPEC, LOCAL 792	10	7650-2203-1	2,082.50-
11/20/2015	CDPT	11/24/2015	95847	VALIC	4	7650-2203-0	1,838.78-
11/20/2015	CDPT	11/24/2015	95848	VANTAGEPOINT TRANS.	3	7650-2203-0	62.00-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
			<u>53</u>				<u>150,281.28-</u>

Report Criteria:

Transmittal checks included

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/15	11/25/2015	95849	8323		WOODSTOVE REPLACEMENT	111915	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 111915:											
						1,500.00				1,500.00	
11/15	11/25/2015	95850	44	ARAMARK UNIFORM SE	GAS UNIFORMS 11/19/15	5064184449	1	7401-430-62-44	LINEN SERVICES	61.21	61.21
Total 5064184449:											
						61.21				61.21	
11/15	11/25/2015	95850	44	ARAMARK UNIFORM SE	STREETS UNIFORMS 11/19/15	5064184450	1	2007-431-20-44	LINEN SERVICE	32.04	32.04
11/15	11/25/2015	95850	44	ARAMARK UNIFORM SE	STREETS UNIFORMS 11/19/15	5064184450	2	7620-430-10-44	LINEN SERVICE	27.86	27.86
Total 5064184450:											
						59.90				59.90	
11/15	11/25/2015	95850	44	ARAMARK UNIFORM SE	WATER UNIFORMS 11/19/15	5064184451	1	7110-430-42-44	LINEN SERVICE	51.00	51.00
Total 5064184451:											
						51.00				51.00	
11/15	11/25/2015	95851	53		RETIREMENT INCENTIVE PKGE	112015	1	7610-2239-007	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 112015:											
						930.00				930.00	
11/15	11/25/2015	95852	76	BILLINGTON ACE HARD	PUMP LEVEL-WATER RETURN	342172	1	7110-430-42-46	SUPPLIES-GENERAL	33.85-	33.85-
Total 342172:											
						33.85-				33.85-	
11/15	11/25/2015	95852	76	BILLINGTON ACE HARD	TARP-STREETS	342573	1	2007-431-20-46	SUPPLIES-GENERAL	25.14	25.14
Total 342573:											
						25.14				25.14	
11/15	11/25/2015	95852	76	BILLINGTON ACE HARD	GLOVES-STREETS	343805	1	2007-431-20-46	SUPPLIES-GENERAL	8.21	8.21
Total 343805:											
						8.21				8.21	
11/15	11/25/2015	95852	76	BILLINGTON ACE HARD	GLOVES-GAS	343958	1	7401-430-62-46	SUPPLIES-GENERAL	22.24	22.24

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 343968:								22.24	22.24
11/15	11/25/2015	95852	76	BILLINGTON ACE HARD	WIRE CONNECTIONS-GAS	343965	1	7401-430-62-46	SUPPLIES-GENERAL	5.81	5.81
		Total 343965:								5.81	5.81
11/15	11/25/2015	95852	76	BILLINGTON ACE HARD	BRUSH, SPRAYER-GAS	343994	1	7401-430-62-46	SUPPLIES-GENERAL	6.07	6.07
		Total 343994:								6.07	6.07
11/15	11/25/2015	95853	85		REIM WOODSTOVE REPLACEM	111915	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
		Total 111915:								1,500.00	1,500.00
11/15	11/25/2015	95854	131	CHICAGO TITLE COMPA	DOWN PYMNT PROG 1540 COR	112515	1	2016-463-73-48	ACTIVITY DELIVERY-LOANS	59,000.00	59,000.00
		Total 112515:								59,000.00	59,000.00
11/15	11/25/2015	95855	8321		WOODSTOVE REPLACEMENT	111915	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
		Total 111915:								1,500.00	1,500.00
11/15	11/25/2015	95856	174	DATEMA, STEVEN K.	AIRPORT MANAGER 7/1/15 - 2/2	112015	1	7201-430-81-43	TECHNICAL SVCS	1,889.31	1,889.31
		Total 112015:								1,889.31	1,889.31
11/15	11/25/2015	95857	184	DEPARTMENT OF JUSTI	FINGERPRINTS - CITY EMPLOY	130546	1	1000-2205-005	LIVE SCAN STATE OF CALIFOR	47.00	47.00
11/15	11/25/2015	95857	184	DEPARTMENT OF JUSTI	FINGERPRINTS - APPS	130546	2	1000-416-10-45	FINGERPRINTING SERVICES	85.00	85.00
		Total 130546:								132.00	132.00
11/15	11/25/2015	95858	1356		TR EX SACRAMENTO 11/30/15	112015	1	7620-430-11-45	TRAVEL/TRAINING	224.00	224.00
		Total 112015:								224.00	224.00
11/15	11/25/2015	95859	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-W	578544A	1	7110-430-42-43	TECHNICAL SVCS	105.00	105.00

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 578544A:											
11/15	11/25/2015	95859	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	578921A	1	7112-430-42-43	TECHNICAL SERVICES	20.00	20.00
Total 578921A:											
11/15	11/25/2015	95859	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	579006A	1	7110-430-42-43	TECHNICAL SVCS	133.00	133.00
Total 579006A:											
11/15	11/25/2015	95859	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	579162A	1	7110-430-42-43	TECHNICAL SVCS	85.00	85.00
Total 579162A:											
11/15	11/25/2015	95860	265	FRONTIER	257-1045 PMW ENGINEERING	1045 111515	1	7620-430-10-45	COMMUNICATIONS	50.76	50.76
Total 1045 111515:											
11/15	11/25/2015	95861	1424	GREEN DOT TRANSPOR	GRANT DEVELOPMENT-STREE	262	1	2007-431-27-43	PROFESSIONAL SERVICES	4,636.25	4,636.25
Total 262:											
11/15	11/25/2015	95861	1424	GREEN DOT TRANSPOR	SIDEWALK ANALYSIS-STREET	263	1	2007-431-27-43	PROFESSIONAL SERVICES	6,198.75	6,198.75
Total 263:											
11/15	11/25/2015	95862	332	INTERSTATE GAS SERVI	GAS CONSULTING SVC 11/2015	112015	1	7401-430-62-43	PROFESSIONAL SVCS	400.00	400.00
Total 112015:											
11/15	11/25/2015	95863	372	KRONICK MOSKOVITZ	PROF SVCS THRU 10/25/15	279927	1	1000-412-10-43	PROFESSIONAL SVCS	1,449.49	1,449.49
Total 279927:											
11/15	11/25/2015	95864	374	L N CURTIS & SONS	SPEC LAR AZ FOREST FIRE SH	1373411	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	2,289.75	2,289.75
Total 1373411:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/15	11/25/2015	95865	411	LASSEN MOTOR PARTS	WATER-STAR	235993	1	7110-430-42.44	REPAIR AND MAINTENANCE-V	75.08	75.08
Total 235993:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761774	1	2007-431-20.44	DISPOSAL	38.00	38.00
Total 761774:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761793	1	2007-431-20.44	DISPOSAL	38.00	38.00
Total 761793:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761795	1	2007-431-20.44	DISPOSAL	19.00	19.00
Total 761795:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761804	1	2007-431-20.44	DISPOSAL	38.00	38.00
Total 761804:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761808	1	2007-431-20.44	DISPOSAL	19.00	19.00
Total 761808:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761826	1	2007-431-20.44	DISPOSAL	38.00	38.00
Total 761826:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761830	1	2007-431-20.44	DISPOSAL	19.00	19.00
Total 761830:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761838	1	2007-431-20.44	DISPOSAL	38.00	38.00
Total 761838:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761842	1	2007-431-20.44	DISPOSAL	19.00	19.00

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 761842:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761852	1	2007-431-20-44	DISPOSAL	38.00	38.00
Total 761852:											
11/15	11/25/2015	95866	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	761866	1	2007-431-20-44	DISPOSAL	38.00	38.00
Total 761866:											
11/15	11/25/2015	95867	413	LASSEN TIRE	4 BALDISMOUNT/MOUNT #81 S	47754	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	70.00	70.00
Total 47754:											
11/15	11/25/2015	95867	413	LASSEN TIRE	4 BALDISMOUNT/MOUNT #83 S	47756	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	70.00	70.00
Total 47756:											
11/15	11/25/2015	95868	437	LMUD	472-105 JOHNSTONVILLE WAT	350161 111815	1	7112-430-42-46	ELECTRICITY	131.28	131.28
Total 350161 111815:											
11/15	11/25/2015	95868	437	LMUD	WELL #3-WATER	4559 111815	1	7110-430-42-46	ELECTRICITY	1,303.33	1,303.33
Total 4559 111815:											
11/15	11/25/2015	95869	8322		WOODSTOVE REPLACEMENT	111915	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 111915:											
11/15	11/25/2015	95870	445		RETIRE INCENTIVE 12/15	112015	1	7610-2239-007	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 112015:											
11/15	11/25/2015	95871	8325		WOODSTOVE REPLACEMENT	112315	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 112315:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/15	11/25/2015	95872	1531	OLIVERA INDUSTRIES	MINERAL RESOURCES GOLF C	15172	1	7530-451-62-46	SUPPLIES-GENERAL	2,500.00	2,500.00
Total 15172:											
11/15	11/25/2015	95873	543	PAK N SHIP	SHIPPING	1412	1	1000-421-10-46	POSTAGE	12.00	12.00
Total 1412:											
11/15	11/25/2015	95873	543	PAK N SHIP	SHIPPING P/D	1565 080315	1	1000-421-10-46	POSTAGE	25.30	25.30
Total 1565 080315:											
11/15	11/25/2015	95873	543	PAK N SHIP	SHIPPING P/D	1570	1	1000-421-10-46	POSTAGE	13.10	13.10
Total 1570:											
11/15	11/25/2015	95873	543	PAK N SHIP	SHIPPING P/D	1616	1	1000-421-10-46	POSTAGE	41.65	41.65
Total 1616:											
11/15	11/25/2015	95873	543	PAK N SHIP	SHIPPING P/D	1627	1	1000-421-10-46	POSTAGE	24.60	24.60
Total 1627:											
11/15	11/25/2015	95873	543	PAK N SHIP	SHIPPING	1637	1	1000-421-10-46	POSTAGE	37.25	37.25
Total 1637:											
11/15	11/25/2015	95874	563	POULSEN WELDING SHO	WELDING FOR GAS	103015	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	110.30	110.30
Total 103015:											
11/15	11/25/2015	95875	1076	SIERRA COFFEE AND BE	PWM WATER SERVICE 11/25/15	44599	1	7620-430-10-46	SUPPLIES-GENERAL	14.50	14.50
Total 44599:											
11/15	11/25/2015	95876	8324		WOODSTOVE REPLACEMENT	112315	1	8404-430-12-48	GRANTS	1,500.00	1,500.00

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 112315:											
11/15	11/25/2015	95877	696	TECH SERVICES	MONTHLY MAINT. FEE T	1614	1	7201-430-81-43	TECHNICAL SVCS	575.00	575.00
Total 1614:											
11/15	11/25/2015	95878	713		RETIRE INCENTIVE 12/15	112015	1	7610-2239-007	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 112015:											
										930.00	930.00
Grand Totals:										93,954.43	93,954.43

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

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/15	11/30/2015	95879	728	U S POSTMASTER	GAS BILLING POSTAGE	113015	1	7401-430-62-46	POSTAGE	274.10	274.10
11/15	11/30/2015	95879	728	U S POSTMASTER	WATER BILLING POSTAGE	113015	2	7110-430-42-46	POSTAGE	532.08	532.08
Total 113015:										806.18	806.18
Grand Totals:										806.18	806.18

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
12/15	12/04/2015	95880	21	AIRGAS USA, LLC	CHLORINE WATER	9045591881	1	7110-430-42-46	SUPPLIES-GENERAL	373.89	373.89
Total 9045591881:											
12/15	12/04/2015	95881	8327	ANDREWS, ROBERT	WOODSTOVE REPLACEMENT	120115	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 120115:											
12/15	12/04/2015	95882	44	ARAMARK UNIFORM SE	GAS UNIFORMS 11/26/2015	5064199259	1	7401-430-62-44	LINEN SERVICES	61.21	61.21
Total 5064199259:											
12/15	12/04/2015	95882	44	ARAMARK UNIFORM SE	STREETS UNIFORMS 11/26/15	5064199260	1	2007-431-20-44	LINEN SERVICE	32.04	32.04
12/15	12/04/2015	95882	44	ARAMARK UNIFORM SE	PWV UNIFORMS 11/26/15	5064199260	2	7620-430-10-44	LINEN SERVICE	27.86	27.86
Total 5064199260:											
12/15	12/04/2015	95882	44	ARAMARK UNIFORM SE	WATER UNIFORMS 11/26/15	5064199261	1	7110-430-42-44	LINEN SERVICE	51.00	51.00
Total 5064199261:											
12/15	12/04/2015	95883	8338		REFUND GAS DEPOSIT	10241260022	1	7401-2228-000	DEPOSITS-CUSTOMER	68.41	68.41
Total 10241260022:											
12/15	12/04/2015	95884	68	BECKWITH MD, DAVID R	EMPLOYMENT PHYSICAL	111915	1	1000-416-10-43	PROFESSIONAL SVCS	100.00	100.00
Total 111915:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	WIRES, COVERS,	343697	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	13.79	13.79
Total 343697:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	BULBS	343701	1	1000-422-10-46	SUPPLIES-GENERAL	15.46	15.46

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 343701:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	FASTENERS	344138	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	3.78	3.78
Total 344138:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	FASTENERS	344199	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	.39	.39
Total 344199:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	CHAIN COIL	344282	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	139.34	139.34
Total 344282:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	PLUMBERS TAPE-GAS	344382	1	7401-430-62-46	SUPPLIES-GENERAL	6.17	6.17
Total 344382:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	FILTER	344383	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	8.65	8.65
Total 344383:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	CONNECTORS	344384	1	1000-422-10-46	SUPPLIES-GENERAL	16.43	16.43
Total 344384:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	FILTERS	344399	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	5.81	5.81
Total 344399:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	SINGLE KEY CUT-STREETS	344410	1	2007-431-20-46	SUPPLIES-GENERAL	6.54	6.54
Total 344410:											
12/15	12/04/2015	95885	76	BILLINGTON ACE HARD	WIRE CONNECTIONS-GAS	344758	1	7401-430-62-46	SUPPLIES-GENERAL	29.36	29.36
Total 344758:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
12/15	12/04/2015	95886	8329		WOODSTOVE REPLACEMENT	113015	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 113015:											
12/15	12/04/2015	95887	7622		TR EX FOLSOM 12/13/15	120115	1	1000-421-10-45	TRAINING	224.00	224.00
Total 120115:											
12/15	12/04/2015	95888	148	COMPUTER LOGISTICS	MONTHLY SER 2HRS	66407	1	1000-417-10-43	TECHNICAL SVCS	220.00	220.00
Total 66407:											
12/15	12/04/2015	95888	148	COMPUTER LOGISTICS	MONTHLY SER 2HRS	66420	1	1000-417-10-43	TECHNICAL SVCS	50.00	50.00
Total 66420:											
12/15	12/04/2015	95888	148	COMPUTER LOGISTICS	EMAIL & IPHONE SUPPORT	66462	1	1000-417-10-43	TECHNICAL SVCS	481.10	481.10
Total 66462:											
12/15	12/04/2015	95889	8330		WOODSTOVE REPLACEMENT	112515	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 112515:											
12/15	12/04/2015	95890	161	CSK AUTO INC	WHEEL CYLINDER-STREETS S	2740395199	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	104.53	104.53
Total 2740395199:											
12/15	12/04/2015	95890	161	CSK AUTO INC	WHEEL CYLINDER-STREETS S	2740395324	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	104.53	104.53
Total 2740395324:											
12/15	12/04/2015	95890	161	CSK AUTO INC	CHAIN-STREETS SNOW	2740395787	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	254.88	254.88
Total 2740395787:											
12/15	12/04/2015	95890	161	CSK AUTO INC	SLACK ADJUST-STREETS	2740397234	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	60.25	60.25

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
Total 2740397234:											
12/15	12/04/2015	95891	194	DIAMOND SAW SHOP IN	MIX OIL	14242	1	1000-452-20-46	SUPPLIES-GENERAL	17.74	17.74
Total 14242:											
12/15	12/04/2015	95892	1260	DIRECTV INC	CABLE G/C	27179646293	1	7530-451-62-45	COMMUNICATIONS	165.96	165.96
Total 27179646293:											
12/15	12/04/2015	95893	1503	DSA SACRAMENTO REGI	PLAN/FIELD REVIEW FEE STIP	120115	1	2007-431-32-48	TAXES, FEES PERMITS & CHAR	3,730.00	3,730.00
Total 120115:											
12/15	12/04/2015	95893	1503	DSA SACRAMENTO REGI	PLAN/REVIEW FEE STIP 2514/S	DEC 1 2015	1	2007-431-33-48	TAXES, FEES, PERMITS & CHA	3,627.50	3,627.50
Total DEC 1 2015:											
12/15	12/04/2015	95894	8336		REFUND WATER DEPOSIT	10221400005	1	7110-2228-000	DEPOSITS-CUSTOMER	25.82	25.82
Total 10221400005:											
12/15	12/04/2015	95895	219	ED STAUB & SONS PETR	179 GAL PROPANE AIRPORT	0204869	1	7201-430-81-46	PROPANE	239.12	239.12
Total 0204869:											
12/15	12/04/2015	95896	238	FASTENAL COMPANY	WASHER SCREWS	68093	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	20.23	20.23
Total 68093:											
12/15	12/04/2015	95896	238	FASTENAL COMPANY	LIGHTBULBS	68354	1	1000-422-10-46	SUPPLIES-GENERAL	6.00	6.00
Total 68354:											
12/15	12/04/2015	95897	241	FEATHER PUBLISHING C	REGULAR ENVELOPES	039334	1	1000-417-10-46	SUPPLIES-GENERAL	205.82	205.82
Total 039334:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
12/15	12/04/2015	95897	241	FEATHER PUBLISHING C	BUS CARDS	039335	1	1000-417-10-46	SUPPLIES-GENERAL	66.92	66.92
Total 039335:											
12/15	12/04/2015	95897	241	FEATHER PUBLISHING C	BUS CARDS	039369	1	1000-417-10-46	SUPPLIES-GENERAL	76.59	76.59
Total 039369:											
12/15	12/04/2015	95897	241	FEATHER PUBLISHING C	LEAF COLLECTION AD	111015	1	1000-417-10-45	ADVERTISING	34.30	34.30
Total 111015:											
12/15	12/04/2015	95897	241	FEATHER PUBLISHING C	GOLF SPECIALS	ACCT#4437 00238578	1	7530-451-52-45	ADVERTISING	109.80	109.80
Total ACCT#437 00238578:											
12/15	12/04/2015	95897	241	FEATHER PUBLISHING C	GOLF SPECIALS	ACCT#437 00238913	1	7530-451-52-45	ADVERTISING	109.80	109.80
Total ACCT#437 00238913:											
12/15	12/04/2015	95897	241	FEATHER PUBLISHING C	FIRE CAPTAIN AD	ACCT#437 00239083	1	1000-416-10-45	ADVERTISING	154.80	154.80
Total ACCT#437 00239083:											
12/15	12/04/2015	95897	241	FEATHER PUBLISHING C	FIRE CAPTAIN AD	ACCT#437 00239360	1	1000-416-10-45	ADVERTISING	107.25	107.25
Total ACCT#437 00239360:											
12/15	12/04/2015	95897	241	FEATHER PUBLISHING C	UTILITY SER TECH AD	ACCT#437 00239361	1	1000-416-10-45	ADVERTISING	167.70	167.70
Total ACCT#437 00239361:											
12/15	12/04/2015	95898	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING G	578287A	1	7530-451-50-43	TECHNICAL SVCS	192.00	192.00
Total 578287A:											
12/15	12/04/2015	95898	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING G	578702A	1	7530-451-50-43	TECHNICAL SVCS	27.00	27.00

Check Issue Dates: 12/4/2015 - 12/4/2015

Dec 04, 2015 02:03PM

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 578702A:											
12/15	12/04/2015	95899	265	FRONTIER	257-0315 AMOS AIRPORT	0315 111515	1	7201-430-81-45	COMMUNICATIONS	37.25	37.25
Total 0315 111515:											
12/15	12/04/2015	95899	265	FRONTIER	257-1056 PW SHOP	1056 112015	1	7620-430-10-45	COMMUNICATIONS	48.27	48.27
Total 1056 112015:											
12/15	12/04/2015	95899	265	FRONTIER	257-1057 PW FAX	1057 112015	1	7620-430-10-45	COMMUNICATIONS	192.71	192.71
Total 1057 112015:											
12/15	12/04/2015	95899	265	FRONTIER	257-4725 CITY HALL FAX	4725 111515	1	1000-415-10-45	COMMUNICATIONS	37.20	37.20
12/15	12/04/2015	95899	265	FRONTIER	257-4725 CITY HALL FAX	4725 111515	2	1000-419-10-45	COMMUNICATIONS	37.21	37.21
Total 4725 111515:											
12/15	12/04/2015	95899	265	FRONTIER	257-5152 FIRE	5152 111015	1	1000-422-10-45	COMMUNICATIONS	480.60	480.60
Total 5152 111015:											
12/15	12/04/2015	95899	265	FRONTIER	257-7236 NAT GAS	7236 112015	1	7620-430-10-45	COMMUNICATIONS	197.45	197.45
Total 7236 112015:											
12/15	12/04/2015	95899	265	FRONTIER	257-7237 NAT GAS	7237 112015	1	7620-430-10-45	COMMUNICATIONS	53.36	53.36
Total 7237 112015:											
12/15	12/04/2015	95900	8331		WOODSTOVE REPLACEMENT	112515	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 112515:											
12/15	12/04/2015	95901	307		FIRST RESPONDER	113015	1	1000-422-10-45	TRAVEL	35.00	35.00
12/15	12/04/2015	95901	307		RECERTIFICATION	113015	2	1000-422-10-45	TRAVEL	45.00	45.00

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 113015:											
12/15	12/04/2015	95902	8031		TR EX REDDING CA 12/6/15	112415	1	1000-421-10-45	TRAINING	352.00	352.00
Total 112415:											
12/15	12/04/2015	95903	1073		IMPACT CONSTRUCTION RETURN DEP 336 ALEXANDER	120215	1	1001-2228-001	DEPOSITS-CURB, GUTTER, SID	590.00	590.00
Total 120215:											
12/15	12/04/2015	95904	8332		INTERVIEWS & INTERRO POST ILL.	112415	1	1000-421-10-45	TRAINING	382.00	382.00
Total 112415:											
12/15	12/04/2015	95905	1292		VOLUNTEER SHIFT 11/22/15	112415	1	1000-422-10-43	VOLUNTEERS	25.00	25.00
Total 112415:											
12/15	12/04/2015	95906	8326		WOODSTOVE REPLACEMENT	111915	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 111915:											
12/15	12/04/2015	95907	362		KAUFFMAN, BILL CITY HALL JANITORIAL SVCS	705130	1	1000-417-10-44	CUSTODIAL	650.00	650.00
Total 705130:											
12/15	12/04/2015	95908	364		REFUND GAS DEPOSIT	10430510119	1	7401-2228-000	DEPOSITS-CUSTOMER	197.20	197.20
Total 10430510119:											
12/15	12/04/2015	95909	365		KEN'S APPLIANCE USED FREEZER G/C RESTURA	058546	1	7530-451-54-47	MACHINERY & EQUIPMENT	397.45	397.45
Total 058546:											
12/15	12/04/2015	95910	8333		REFUND GAS DEPOSIT	10329950015	1	7401-2228-000	DEPOSITS-CUSTOMER	167.32	167.32
Total 10329950015:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	099-260-26-11	10018 041016	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	401.31	401.31
Total 10018 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	099-260-26-11	10018 121015	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	401.31	401.31
Total 10018 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	101-050-53-11	10138 041016	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	273.89	273.89
Total 10138 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	101-050-53-11	10138 121015	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	273.89	273.89
Total 10138 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	103-250-51-11	11691 041016	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	26.08	26.08
Total 11691 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	103-250-51-11	11691 121015	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	26.08	26.08
Total 11691 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	103-250-52-11	11692 041016	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	3,333.03	3,333.03
Total 11692 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	103-250-52-11	11692 121015	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	3,333.03	3,333.03
Total 11692 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	107-260-05-11	13917 041016	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	13.02	13.02
Total 13917 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	107-260-05-11	13917 121015	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	13.02	13.02

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 13917 121015:								13.02	13.02
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	107-260-28-11	13933 041016	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	32.61	32.61
		Total 13933 041016:								32.61	32.61
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	107-260-28-11	13933 121015	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	32.61	32.61
		Total 13933 121015:								32.61	32.61
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-060-24-11	14595 041016	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	729.41	729.41
		Total 14595 041016:								729.41	729.41
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-060-24-11	14595 121015	1	7110-430-42-48	TAXES, FEES, PERMITS & CHA	729.41	729.41
		Total 14595 121015:								729.41	729.41
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-150-04-11	14873 041016	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	18.85	18.85
		Total 14873 041016:								18.85	18.85
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-150-04-11	14873 121015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	18.85	18.85
		Total 14873 121015:								18.85	18.85
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-160-08-11	14908 041016	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	195.18	195.18
		Total 14908 041016:								195.18	195.18
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-160-08-11	14908 121015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	195.18	195.18
		Total 14908 121015:								195.18	195.18
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-180-04-11	14944 041016	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	668.59	668.59
		Total 14944 041016:								668.59	668.59

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-180-04-11	14944 121015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	668.59	668.59
Total 14944 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-180-07-11	14946 041016	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	101.52	101.52
Total 14946 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-180-07-11	14946 121015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	101.52	101.52
Total 14946 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-180-61-11	14956 041016	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	9.41	9.41
Total 14956 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-180-61-11	14956 121015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	9.41	9.41
Total 14956 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-190-01-11	14964 041016	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	45.10	45.10
Total 14964 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-190-01-11	14964 121015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	45.10	45.10
Total 14964 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-190-08-11	14968 041016	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	9.42	9.42
Total 14968 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-190-08-11	14968 121015	1	7201-430-81-48	TAXES, FEES, PERMITS & CHA	9.42	9.42
Total 14968 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-230-05-11	15102 041016	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	2,181.82	2,181.82

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 15102 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-230-05-11	15102 121015	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	2,181.82	2,181.82
Total 15102 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-320-21-11	15421 041016	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	31.92	31.92
Total 15421 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-320-21-11	15421 121015	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	31.92	31.92
Total 15421 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-330-28-11	15453 041016	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	40.62	40.62
Total 15453 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-330-28-11	15453 121015	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	40.62	40.62
Total 15453 121015:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-350-19-11	15467 041016	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	5.78	5.78
Total 15467 041016:											
12/15	12/04/2015	95911	401	LASSEN CO TAX COLLE	116-350-19-11	15467 121015	1	7530-451-50-48	TAXES, FEES, PERMITS & CHA	5.78	5.78
Total 15467 121015:											
12/15	12/04/2015	95912	5027	REFUND GAS OVERPAYMENT	10203172900	10203172900	1	9999-1001-001	CASH CLEARING - UTILITIES	433.03	433.03
Total 10203172900:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS CONNECTORS-GAS	235274	235274	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	6.44	6.44
Total 235274:											
										6.44	6.44

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
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	BEARING CONE, DRUM BRAKE-	235278	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	60.59	60.59
Total 235278:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	BATTERY, CORE DEPOSIT-SNO	235331	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	206.73	206.73
Total 235331:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	WHEEL CYLINDER,SPRING-SN	235373	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	206.27	206.27
Total 235373:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	FUEL FILTER,BATTERY-SNOW	235444	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	204.35	204.35
Total 235444:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	FITTING-SNOW ST	235650	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	9.70	9.70
Total 235650:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	RADIATOR-WATER	235671	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	189.92	189.92
Total 235671:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	ABRASIVE WHEEL - STREETS	235710	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	3.36	3.36
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	ABRASIVE WHEEL -GAS	235710	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	4.32	4.32
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	ABRASIVE WHEEL - WATER	235710	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	5.75	5.75
Total 235710:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	CROSS CHAINS-SNOW STREE	235983	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	138.68	138.68
Total 235983:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	LAMP-STREETS	236055	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	7.20	7.20
Total 236055:											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	WRENCH-STREETS	236135	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	7.45	7.45

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	WRENCH-GAS	236135	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	9.60	9.60
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	WRENCH-WATER	236135	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	12.75	12.75
Total 236135: 29.80 29.80											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	BRAKE CAM, SOCKET-STREET	236199	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	35.98	35.98
Total 236199: 35.98 35.98											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	MIRROR #653	236313	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	1.29	1.29
Total 236313: 1.29 1.29											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	SCOTSEAL-STREETS	236325	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	41.23	41.23
Total 236325: 41.23 41.23											
12/15	12/04/2015	95913	411	LASSEN MOTOR PARTS	TRASH BAG-STREETS	344330	1	2007-431-20-46	SUPPLIES-GENERAL	14.50	14.50
Total 344330: 14.50 14.50											
12/15	12/04/2015	95914	412	LASSEN REGIONAL SOLI	RECYCLING GRANT PASS THR	120215	1	1000-417-10-34	REIMBURSEMENTS	5,000.00	5,000.00
Total 120215: 5,000.00 5,000.00											
12/15	12/04/2015	95914	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	762435	1	2007-431-20-44	DISPOSAL	15.33	15.33
Total 762435: 15.33 15.33											
12/15	12/04/2015	95914	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	762436	1	2007-431-20-44	DISPOSAL	8.00	8.00
Total 762436: 8.00 8.00											
12/15	12/04/2015	95914	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	762439	1	2007-431-20-44	DISPOSAL	10.00	10.00
Total 762439: 10.00 10.00											
12/15	12/04/2015	95915	413	LASSEN TIRE	REPAIR REAM TIRE-WATER	47111	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	65.00	65.00

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 47111:											
12/15	12/04/2015	95915	413	LASSEN TIRE	REPAIR GATTER TIRE G/C	47141	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	21.45	21.45
Total 47141:											
12/15	12/04/2015	95915	413	LASSEN TIRE	REPAIR GATTER TIRE G/C	47725	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	21.45	21.45
Total 47725:											
12/15	12/04/2015	95915	413	LASSEN TIRE	2 NEW MOUNT AND DISMOUNT	47761	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	258.09	258.09
Total 47761:											
12/15	12/04/2015	95916	413	SUSANVILLE TOWING	LOCKED KEYS IN #103	58169	1	1000-424-20-44	VEHICLE - REPAIR & MAINTEN	100.00	100.00
Total 58169:											
12/15	12/04/2015	95917	425	LES SCHWAB TIRE CENT	WHEEL MOUNT-GAS	60400133481	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	173.00	173.00
Total 60400133481:											
12/15	12/04/2015	95918	437	LMUD	JOHNSTONVILLE RD SPRINKLE	10262111815	1	1000-452-30-46	ELECTRICITY	30.80	30.80
Total 10262111815:											
12/15	12/04/2015	95918	437	LMUD	1505 MAIN ST	2876112415	1	1000-422-10-46	ELECTRICITY	799.62	799.62
Total 2876112415:											
12/15	12/04/2015	95918	437	LMUD	1801 MAIN ST	8314112415	1	1000-421-10-46	ELECTRICITY	754.73	754.73
Total 8314112415:											
12/15	12/04/2015	95919	452	MARTIN SECURITY SYST	470-896 CIRCLE DR 12/15	029382	1	7530-451-50-43	TECHNICAL SVCS	40.00	40.00
Total 029382:											

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 62537042:											
12/15	12/04/2015	95927	572	QUILL CORPORATION	TYPEWRITER TAPE	7086557	1	1000-422-10-46	SUPPLIES-GENERAL	60.18	60.18
Total 7086557:											
12/15	12/04/2015	95927	572	QUILL CORPORATION	CALENDARS	825568	1	1000-417-10-46	SUPPLIES-GENERAL	60.18	60.18
Total 825568:											
12/15	12/04/2015	95927	572	QUILL CORPORATION	DIVIDERS	9709035	1	1000-417-10-46	SUPPLIES-GENERAL	105.39	105.39
Total 9709035:											
12/15	12/04/2015	95927	572	QUILL CORPORATION	MARKERS	9801188	1	1000-417-10-46	SUPPLIES-GENERAL	13.85	13.85
Total 9801188:											
12/15	12/04/2015	95928	582	RAY MORGAN CO INC	FIRE COPIER 12/26/15-1/25/16	1077218	1	1000-422-10-44	RENT & LEASES EQUIP & VEHI	32.12	32.12
Total 1077218:											
12/15	12/04/2015	95929	1076	SIERRA COFFEE AND BE	CITY HALL SERVICE 12/22/2015	44601	1	1000-417-10-46	SUPPLIES-GENERAL	27.40	27.40
Total 44601:											
12/15	12/04/2015	95930	696	TECH SERVICES	MONTHLY MAINT. FEE TO ASS	1614-1	1	7201-430-81-43	TECHNICAL SVCS	460.28	460.28
Total 1614-1:											
12/15	12/04/2015	95930	696	TECH SERVICES	MONTHLY MAINT. FEE TO ASS	1618	1	7201-430-81-43	TECHNICAL SVCS	575.00	575.00
Total 1618:											
12/15	12/04/2015	95931	1474	THE SOURCE	PROFESSIONAL SER. P/D	2527798	1	1000-421-10-43	PROFESSIONAL SVCS	30.00	30.00
Total 2527798:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
12/15	12/04/2015	95932	737	UNITED RENTALS INC	2006 SKYJACK SCISSOR LIFT C	133479020001	1	1000-452-20-47	MACHINERY AND EQUIPMENT	5,065.63	5,065.63
12/15	12/04/2015	95932	737	UNITED RENTALS INC	2006 SKYJACK SCISSOR LIFT C	133479020001	2	7110-430-42-47	MACHINERY AND EQUIPMENT	2,532.81	2,532.81
12/15	12/04/2015	95932	737	UNITED RENTALS INC	2006 SKYJACK SCISSOR LIFT C	133479020001	3	7401-430-62-47	MACHINERY & EQUIPMENT	2,532.81	2,532.81
Total 133479020001:										10,131.25	10,131.25
12/15	12/04/2015	95933	8328		WOODSTOVE REPLACEMENT	120115	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 120115:										1,500.00	1,500.00
12/15	12/04/2015	95934	1398	WAGE WORKS	MONTHLY ADMIN FEE	125A10429912	1	8403-2239-002	SECTION 125 - CITY	50.00	50.00
Total 125A10429912:										50.00	50.00
12/15	12/04/2015	95935	8334		REFUND GAS DEPOSIT	10234350005	1	7401-2228-000	DEPOSITS-CUSTOMER	78.55	78.55
Total 10234350005:										78.55	78.55
Grand Totals:										67,727.32	67,727.32

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

Report Criteria:
 Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
12/04/2015	CDPT	12/07/2015	449	CITY OF SUSANVILLE PA	1	7650-2203-1	6,868.41-
12/04/2015	CDPT	12/07/2015	449	CITY OF SUSANVILLE PA	1	7650-2203-1	6,868.41-
12/04/2015	CDPT	12/07/2015	449	CITY OF SUSANVILLE PA	1	7650-2203-1	2,135.72-
12/04/2015	CDPT	12/07/2015	449	CITY OF SUSANVILLE PA	1	7650-2203-1	2,135.72-
12/04/2015	CDPT	12/07/2015	449	CITY OF SUSANVILLE PA	1	7650-2203-1	16,633.29-
12/04/2015	CDPT	12/07/2015	450	EMPLOYMENT DEV. DEP	6	7650-2203-1	5,053.24-
12/04/2015	CDPT	12/07/2015	451	EMPLOYMENT DEV DEP	7	7650-2203-1	1,247.14-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	161.64-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	6,732.85-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	1,682.83-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	3,062.03-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	610.90-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	1,717.31-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	153.96-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	79.56-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	98.54-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	980.13-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	978.08-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	1,057.07-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	1,025.18-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	362.00-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	351.08-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	15.00-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	4,422.35-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	1,103.73-
12/04/2015	CDPT	12/08/2015	452	P.E.R.S.	8	7650-2203-1	2,305.31-
12/04/2015	CDPT	12/08/2015	95936	BECKY R. CALLISON	40	7650-2203-0	348.46-
12/04/2015	CDPT	12/08/2015	95937	CA STATE DISBURSEME	35	7650-2203-0	155.07-
12/04/2015	CDPT	12/08/2015	95938	CA STATE DISBURSEME	36	7650-2203-0	103.84-
12/04/2015	CDPT	12/08/2015	95939	CA STATE DISBURSEME	37	7650-2203-0	69.23-
12/04/2015	CDPT	12/08/2015	95940	NATIONWIDE RETIREME	5	7650-2203-0	845.00-
12/04/2015	CDPT	12/08/2015	95941	VALIC	4	7650-2203-0	1,838.78-
12/04/2015	CDPT	12/08/2015	95942	VANTAGEPOINT TRANS.	3	7650-2203-0	62.00-
Grand Totals:			33				71,263.86-

Report Criteria:

Report type: GL detail

Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
12/15	12/09/2015	95995	728	U S POSTMASTER	WATER BILLING POSTAGE	120915	1	7110-430-42-46	POSTAGE	172.44	172.44
12/15	12/09/2015	95995	728	U S POSTMASTER	GAS BILLING POSTAGE	120915	2	7401-430-62-46	POSTAGE	88.84	88.84
Total 120915:										261.28	261.28
Grand Totals:										261.28	261.28

Reviewed by: ASW City Administrator
 _____ City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Deborah Savage, Finance Manager

Action Date: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Consider options for ownership of 71 acre parcel on Skyline Drive (APN: 101-271-16)

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: The City Council requested at the December 2, 2015 meeting that an item be brought back concerning the 71 acre parcel on Skyline Drive the City acquired December 2014. The City paid \$39,736 in back taxes and \$7,338 in attorney fees and court costs from the General Fund for this property.

This property is within the Miller-Fletcher Assessment District and owes approximately \$98,000 in unpaid assessments. The final debt service payment for the Miller-Fletcher Debt Service is scheduled for September 1, 2017. The property is undeveloped with one large well. The well has value and would be an asset to the water system.

The City Council had expressed a desire to pay the back taxes and attorney fees from the Water Fund but no formal action was taken. There are multiple options that City Council may wish to consider. The most straight forward option may be to have the Water Fund reimburse the General Fund for the back taxes and attorney fees and pay \$98,000 to the Miller Fletcher Debt Service Fund for the unpaid assessments. The property would then become an asset of the Water Fund and any future money made by selling or subdividing the property would go to the Water Fund. If transfer of ownership is requested, staff will bring back a resolution formalizing the action as directed.

FISCAL IMPACT: Possible return of \$47,074 to the General Fund and \$98,000 paid to the Miller-Fletcher Debt Service Fund

ACTION REQUESTED: Direction to staff

ATTACHMENTS: None

Reviewed by: City Administrator
 City Attorney

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

SUBMITTED BY: Jared G. Hancock

ACTION DATE: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5227** approving Commercial Operator rate structure for Susanville Municipal Airport

PRESENTED BY: Jared Hancock, City Administrator

SUMMARY: The City has current commercial operators that conduct business at the Susanville Municipal Airport. In order to establish a standard fee that is fair and equitable, staff has researched the development of a standard commercial operator fee. The Federal Aviation Administration Guidelines state that the rates charged to commercial operators be fair and reasonable, but they do not require utilizing a single rate-setting approach. The methodology proposed is a rate-based method whereby the capital and operating costs are calculated and a percentage of the operating costs are recovered from the commercial operator fee. The annual operating costs do not include depreciation expense for FAA-funded improvements, but would include depreciation expense for City funded improvement, matching funds to complete airport projects as well as annual maintenance costs. For the current fiscal year, the City's annual operating cost less depreciation is \$141,059.37 and a 7.5% rate would be charged to calculate an annual operator rate. The operator fee, based upon the City's annual operating cost, less depreciation, would be calculated per operator as follows:

\$ 141,059.37 Annual Operating Cost: x 7.5% = \$10,579.45

The establishment of a 7.5% Commercial Operator Fee plus the addition of a five percent annual inflation factor would be included in the negotiation of each commercial operator lease. The existing businesses would continue to pay the rate as negotiated in their current lease, and upon the expiration of the current lease the City would negotiate a new rate as established by resolution. Commercial operator agreements for all new businesses would be charged according to the terms of the established standard rate.

FISCAL IMPACT: None at this time.

ACTION REQUESTED: Motion to approve Resolution No. 15-5227 approving Commercial Operator rate structure for the Susanville Municipal Airport.

ATTACHMENTS: Resolution No. 15-5227

RESOLUTION NO. 15-5227
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE SETTING
COMMERCIAL OPERATOR RATES AT THE SUSANVILLE MUNICIPAL AIRPORT

WHEREAS, the City of Susanville Municipal Airport is an enterprise of the City and by definition enterprise funds are activities supported by charges and fees; and

WHEREAS, the City of Susanville has certain property on the Airport premises that are for the operation of commercial businesses; and

WHEREAS, the Susanville Municipal Code requires a written contractual agreement with any business conducting commercial operations at the airport; and

WHEREAS, the Susanville City Council has approved a standard rate structure in compliance with Federal Aviation Administration Guidelines to establish uniform rates for businesses conducting commercial operations; and

WHEREAS, the annual rate will be based upon 7.5 percent of the City of Susanville Annual Operating Cost of \$141,059.37, less depreciation for FAA-funded improvements, for the Susanville Municipal Airport; and

WHEREAS, based upon these calculations, the base commercial operator rate for the current fiscal year is \$10,579.45; and

WHEREAS, the base rate will be increased by 5 percent annually throughout the term of each new lease negotiated after December 16, 2015; and

WHEREAS, the rate will be charged for all new commercial operations at the Susanville Municipal Airport; and

WHEREAS, all existing commercial operators will continue to pay a rate based upon their current lease terms until such a time as the lease expires and upon expiration, the new commercial rate will be assessed; and

WHEREAS, pursuant to California Government Code Section 66018, this City Council has conducted a public hearing with respect to the setting of Commercial Operator rates at which oral or written presentations can be made, as part of a regularly scheduled meeting.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The City of Susanville City Council does hereby set the commercial operator rate at 7.5 percent of the City of Susanville Annual Operating Cost for new commercial operators at the Susanville Municipal Airport.

BE IT FURTHER RESOLVED that the rates will become effective for current commercial operators upon the expiration of their current lease.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna Mac Donald, City Clerk

The foregoing Resolution No. 15-5227 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of December, 2015, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

Reviewed by: DW City Administrator
 _____ City Attorney

_____ Motion only
X Resolution
_____ Ordinance
_____ Information

Submitted by: Daniel Gibbs, City Engineer

Action Date: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 15-5238 approving a Streambed Alteration Agreement with the California Department of Fish and Wildlife (CDFW) for routine maintenance activities along rivers and streams with the City

PRESENTED BY: Dan Newton, Public Works Director

SUMMARY: In September of 2015, City staff applied for a streambed alteration agreement with CDFW for the purpose of memorializing a prior understanding of allowed maintenance related activities for the Susan River, Paiute Creek and other drainage facilities such as Barry Creek and various irrigation sloughs. That prior understanding, through e-mail, was with local representatives of the CDFW that historically had worked with City Public Works staff but are no longer employed nor oversee these activities locally.

Typically, a streambed alteration agreement grants an agency an ability to perform routine maintenance activities for a period of up to five (5) years. Staff met with a representative of CDFW in early October of 2015 and reviewed locations along Paiute Creek in and adjacent to Memorial Park and then along the Susan River at the Richmond bridge/Lassen High School and south of the Justice Hall/County courthouse. Discussion regarding ongoing activities needed on an annual basis and areas of specific concern the City would like to address were pursued. Clarification was provided by CDFW staff regarding what types of projects are to be allowed under an agreement and what constitutes specific and separate agreements.

The Agreement attached grants the City permission to perform a variety of functions specific to our needs from June through October each year as identified during the October 2015 field meeting. Specifically, the City has permission to perform, for a period of five (5) years through 2019, the activities identified within the agreement under Exhibit 'B'. The allowed parameters of work are for typical routine maintenance of effort including flood based emergency storm damage activities. This also includes special permission granted to enter these areas and perform activities conducive to allowing access in April each year for the Junior Fishing Derby.

Additionally, the new Agreement includes language that the City will provide the CDFW with bi-annual reporting on the intended projects and actual projects performed as allowed under the permit. These reports are for a pre-project notification list anticipated prior to June each year and a post project notification with results of the work accomplished prior to the end of January each year. Other projects desired by the City require separate application and fees.

Once the agreement is executed by the City and returned to CDFW, the Department will process the agreement and pursue the needed environmental document in order to issue an official agreement. This may take up to 120 days to complete have the agreement executed by CDFW and returned to the City so work can commence.

FISCAL IMPACT: The cost of processing this agreement is \$1,597.00 and was incurred in the initial application submittal process. A small fee for environmental clearance in filing a Categorical Exemption with the County will be required. Additional fees for separate project applications require payment to the CDFW in amounts of at \$112 per project. Additional fees may be required as well depending on the project, quantity of material and amount of work effort desired. These are determined on a case by case basis.

A biologist or other qualified personnel to perform surveys in environmentally sensitive areas may need to be retained. Either current staff will perform these services or an outside consultant approached by staff and may need to return to Council with any additional costs once proposals are received and evaluated.

ACTION REQUESTED: Motion to adopt Resolution No. 15-5238 approving the agreement with the California Department of Fish and Wildlife and authorizing the Mayor to sign the agreement on behalf of the City.

ATTACHMENTS: Resolution 15-5238
CDFW 5 Year Streambed Alteration Agreement

RESOLUTION NUMBER 15-5238
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE SERVICE FOR A
STREAMBED ALTERATION AGREEMENT

WHEREAS, the City of Susanville desires to perform maintenance and other related activities along certain waterways within the City of Susanville known as the Susan River, Paiute Creek and various other waterways; and

WHEREAS, in order to facilitate such efforts, the California Department of Fish and Wildlife Service (CDFW) requires agencies to enter into a streambed alteration agreement;

WHEREAS, it is in the best interest of the City and the community to enter into an agreement with CDFW to allow such maintenance related activities to occur for the purpose of protecting the City's assets and ensuring the long term access of desired activities along said waterways within the City of Susanville; and

WHEREAS, the City and CDFW have met and conferred as to the terms of the agreement and agreed to allowed certain activities conducive to the City's concern and in accordance with CDFW requirements for such activities; and

WHEREAS, the City will be allowed to perform routine maintenance of the banks of the Susan River, Paiute Creek and other waterways as allowed and dictated in said agreement for the purpose of maintaining access, removal of trash, protection of public infrastructure and other related needs as determined by the City and CDFW collectively.

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of Susanville that the Mayor is hereby authorized to execute a Streambed Alteration Agreement for a period of five (5) years with California Fish and Wildlife Service to perform maintenance and other related activities and ensure long term public access and activities.

Dated: December 16, 2015

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 15-5238 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of December, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Northern Region
601 Locust Street
Redding, CA 96001
(530) 225-2300
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



November 30, 2015

Daniel Gibbs
City of Susanville Public Works
720 South Street
Susanville, CA 96130

Subject: Draft Lake or Streambed Alteration Agreement
Notification No. 1600-2014-0402-R1
City of Susanville Routine Maintenance Agreement
Susan River, Paiute Creek, Barry Creek and Unnamed Tributaries

Dear Mr. Gibbs:

The Department of Fish and Wildlife (Department) has determined that your project requires a Lake or Streambed Alteration Agreement (Agreement) because it could substantially adversely affect an existing fish or wildlife resource. Enclosed is a draft Agreement that includes measures the Department has determined are necessary to protect existing fish and wildlife resources.

Within 30 days of receipt of this draft Agreement, you must notify the Department in writing whether the measures to protect fish and wildlife resources are acceptable (Fish and Game Code section 1603). If you agree with the measures set forth in the draft Agreement, you or your authorized representative must return two copies of the draft Agreement with original signatures to the above address.

If you disagree with any measures in the draft Agreement, please contact the Department staff identified below. In the event that mutual agreement is not reached, you may follow the dispute resolution process described in Fish and Game Code section 1603(a), Part III of the "Notification Instructions and Process." If you fail to respond in writing within 90 days of receiving the draft Agreement, the Department may withdraw the draft Agreement.

Please be advised the Department may not execute the Agreement until it has complied with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 *et seq.*) as the lead or a responsible agency. Please note that the draft Agreement may be subject to change upon receipt and review of the environmental document for the project.

Conserving California's Wildlife Since 1870

Mr. Daniel Gibbs
November 30, 2015
Page 2 of 2

When acting as a CEQA responsible agency, the Department must first receive the following: 1) a certified or approved environmental document prepared in accordance with CEQA; 2) Notice of Determination, if one is filed; 3) CEQA Findings; and 4) proof that the environmental filing fee required under Fish and Game Code section 711.4 has been paid. If the lead agency determined that the project is exempt under CEQA, please provide a copy of the Notice of Exemption or other information that indicates the basis for the exemption.

After you receive a final Agreement executed by the Department, you may begin the project the Agreement authorizes provided you have obtained all other necessary local, state, and federal permits or other authorizations.

For more information on the process described above, please refer to Part IV in the "Notification Instructions and Process" included with your notification materials, which is also available at <http://www.dfg.ca.gov/habcon/1600/forms.html>.

If you have any questions regarding this letter, please contact Adam McKannay, Environmental Scientist, at (530) 225-2124 or adam.mckannay@wildlife.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam McKannay', with a long horizontal flourish extending to the right.

Adam McKannay
Environmental Scientist
Northern Region

cc: Rachelle Pike, CDFW

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTHERN REGION
601 LOCUST STREET
REDDING, CA 96001
(530) 225-2300
WWW.WILDLIFE.CA.GOV



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2015-0402-R1
Susan River, Paiute Creek, Barry Creek and Unnamed Tributaries

CITY OF SUSANVILLE PUBLIC WORKS
CITY OF SUSANVILLE ROUTINE MAINTENANCE AGREEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Susanville Public Works (Permittee) as represented by Mayor Brian R. Wilson.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on September 28, 2015, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement

PROJECT LOCATION

The project is located on the Susan River, Paiute Creek, Barry Creek, along with their respective named and unnamed tributaries, within the current and future city limits of the City of Susanville, in the County of Lassen, State of California; see Attachment A for location details.

PROJECT DESCRIPTION

The project is limited to routine maintenance activities within the City of Susanville. Routine maintenance activities shall be defined as those activities periodically

scheduled and implemented as necessary to maintain the water transport capacity and flood protection of stream channels within Susanville, and to maintain the structural and functional integrity of existing roads, paths, stream crossings, flood control, and sediment detention structures on or affecting streams. Maintenance activities will use a systemic and scientific understanding of the watershed and individual stream reaches to guide maintenance activities and use an understanding of the stream system to develop informed maintenance approaches that avoid and minimize environmental impacts.

Maintenance activities, which both parties agree may be considered "routine," are described in Exhibit B – Covered Activities. In brief summary, these activities include:

- Clearing of sediment from around existing culverts and bridges.
- Minor vegetation removal that maintains trees as viable.
- Sediment and debris removal in streams sufficient to restore water flow and flood capacity.
- Removal of hazardous man-made structures (car bodies, shopping carts, tires, etc) from water bodies for public safety and habitat improvement.
- Minor biotechnical bank stabilization
- Maintaining channel access roads and paths
- Maintaining drop-inlet culverts that direct flow into channels
- Maintaining culverts free of sediment and vegetative blockages
- Removing and covering graffiti on City facilities

Routine maintenance does not include any new work other than described in Exhibit B – Covered Activities, and it does not include the removal of or damage to living riparian vegetation other than that specified in Exhibit B - Covered Activities.

This Agreement consists of the Agreement, Exhibit A – Location Map, Exhibit B - Covered Activities, Exhibit C - Definition of Terms, Exhibit D - Annual Notification of Proposed Work and Format Example.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include:

- Bank swallow (*Riparia riparia*) – State Threatened
- American badger (*Taxidea taxus*) – State Species of Special Concern
- Nesting birds
- Roosting bats
- Common aquatic species including native and non-native trout species
- Riparian habitat
- Aquatic habitat

The adverse effects the project could have on the fish or wildlife resources identified above include:

- loss of natural bed or bank
- change in contour of bed, channel or bank
- change in gradient of bed, channel or bank
- change in channel cross-section (widening)
- degradation or aggradation of channel
- loss of bank stability during construction
- increase of bank erosion during construction
- change in composition of channel materials (Large Woody Debris and substrate particle size)
- soil compaction or other disturbance to soil layer
- restriction or increase in sediment transport
- debris transport impedance (from culverts and bridges)
- Increased turbidity
- loss or decline of riparian and/or emergent habitat
- loss or decline of instream woody material
- change to, or loss or decline of natural bed substrate
- disruption to nesting birds and other wildlife
- direct take of terrestrial species
- diversion of flow water from, or around, activity site
- direct loss of resources for aquatic organisms
- dewatering

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of

Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Additional Permitting. The U.S. Army Corps of Engineers (Corps) has permitting requirements for certain instream projects under Section 404 of the Federal Clean Water Act. If this project features the placement of dredged or fill materials into the channels of streams (below the ordinary high water mark) that are waters of the United States, a permit may be required by the Corps. If the project needs a permit from the Corps, it will also need to obtain a Water Quality Certification pursuant to Section 401 of the Federal Clean Water Act from the Regional Water Quality Control Board (Regional Water Board). In addition, if the project will involve disturbance within or discharges of pollutants to waters of the State of California, the Regional Water Boards may require a permit, whether or not the Corps requires a permit. If there is any question regarding the possibility of the project meeting the above limitations, the Permittee should contact the Corps and the Regional Water Board prior to beginning work. This Agreement in no way represents permitting requirements by the Corps or the Regional Water Board. It is the responsibility of the Permittee to contact the Corps, and to comply with the provisions of any Section 404 permit issued, if required by the Corps. Similarly, it is the responsibility of the Permittee to contact the Regional Water Board and to comply with the provisions of any Section 401 Certification, Regional Water Board Waste Discharge Requirements or waiver of Waste Discharge Requirements issued by the Regional Water Board.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.6 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.7 Notification Materials. Permittee's Notification (Notification of Lake or Streambed Alteration, together with all maps, plans, photographs, drawings, and all other supporting documents submitted with Notification to describe the activity) is hereby incorporated by reference into this Agreement. Permittee shall conduct project activities within the work areas, and using the protective measures, described in the Notification and supporting documents, unless such

project activities, work areas or protective measures are modified by the provisions of this Agreement, in which case the activities shall be conducted as described in this Agreement.

- 1.8 Inspections. CDFW personnel or its agents may inspect the routine maintenance activities performed at any of the work sites at any time. As a result of field inspection, CDFW may require that additional measures be applied to specific activities to protect sensitive biological resources. Such measures may be amended into this Agreement with the agreement of both parties, or if an exception to authorized activities is identified, Permittee may be asked to submit separate written notification to CDFW Northern Region pursuant to Condition 1.10, below.
- 1.9 Authorized Routine Maintenance Activities. Only those activities specifically described in the Project Description and in Exhibit B - Covered Activities shall be conducted under this Agreement.
- 1.10 Exceptions to Authorized Activities. Permittee shall submit separate written notification (Forms FG 2023 and FG 2024) pursuant to Section 1602 of the California Fish and Game Code, together with the required fee prescribed in the CDFW Streambed Alteration Agreement fee schedule, and otherwise follow the normal notification process prior to the commencement of work activities in all cases where one or more of the following conditions apply:
 - The proposed work does not meet the criteria established for routine maintenance activities in the Project Description and Attachments of this Agreement;
 - The nature of the proposed work is substantially modified from the work described in the Project Description and Attachments of this Agreement;
 - CDFW advises Permittee that conditions or project impacts affecting fish and wildlife resources have substantially changed at a specified work site or that such resources would be adversely affected by the proposed maintenance activity; and/or
 - The proposed work would adversely impact a State of California (State) Species of Special Concern or State or federally listed rare, threatened, endangered or candidate species or its habitat.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

Work Periods and Pre-Project Planning

- 2.1 Work Period. Work within the stream/riparian corridor below the Ordinary High Water Mark (OHWM) shall be confined to the period **June 1 to October 31**. Vegetation management activities using hand tools, and occurring above the OHWM, are not confined to this time period. However, control of weeds and grasses using herbicide application shall take place between **June 1 and October 31**. In preparation for the annual fishing derby, generally held during the latter half of April, Permittee may perform minor maintenance activities adjacent to Paiute Creek and the Susan River within derby areas between **March 15 and the April 30**, including debris and trash removal, grass cutting, tree trimming and trail maintenance.
- 2.2 No Precipitation. No phase of the project shall be initiated if construction work and installation of associated erosion control measures cannot be completed prior to the onset of a storm event predicted by 72-hour weather forecasts from the National Weather Service.
- 2.3 Designated Representative. Before initiating ground-disturbing project activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this Agreement. The Permittee shall notify CDFW in writing five (5) days prior to commencement of project activities of the Designated Representative's name, business address, and contact information. Permittee shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this Agreement.
- 2.4 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis by the CDFW representative who reviewed the project. Permittee shall submit a written request for a work period variance to CDFW. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the

discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. CDFW will have seven (7) calendar days to review the proposed work period variance.

2.5 Summary of Project Timelines:

- **January 31** – Post-Project Written Notification submitted to CDFW, along with per project fees, for projects completed the previous year (see Measure 3.2).
- **June 1** – Pre-Project Written Notification submitted to CDFW (see Measure 3.1).
- **Year-round** – Biological surveys (e.g. breeding bird, roosting bat, special status species, etc) as necessary per Agreement.

Wildlife Protection and Prevention - Special Status Species

- 2.6 Prohibition of Take of Listed Species. The Permittee is required to comply with all applicable State and Federal laws, including the California Endangered Species Act (CESA) and Federal Endangered Species Act. This Agreement does not authorize the take of any State or Federal endangered or threatened species. Liability for any take or incidental take of such listed species remains the responsibility of the Permittee for the duration of the Project. Any unauthorized take of such listed species may result in prosecution and nullification of the Agreement.
- 2.7 Prohibition of Take of Breeding Bird Nest. Permittee shall avoid active nests occurring near the project site. Permittee shall consult with CDFW and the United States Fish & Wildlife Service (FWS) regarding appropriate action to comply with the Migratory Bird Treaty Act of 1918 and the Fish & Game Code of California, section 3503.
- 2.8 Designated Biologist. At least thirty (30) days before initiating project activities, the Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a Designated Biologist. Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologist shall be responsible for monitoring all project activities, avoidance measures, including any ground-disturbing activities in areas subject to this agreement.
- 2.9 Annual Training. A Designated Biologist shall hold an annual training session for staff responsible for performing routine maintenance activities. Staff will be

trained to recognize special-status species and their habitats. Staff will also be trained to use protective measures to ensure that such species are not adversely impacted by routine maintenance activities. The training program shall be updated at least annually to reflect current special-status species management practices. At least one staff person with up-to-date training in special-status species protective measures shall be present at each work site at all times.

- 2.10 Biologist On-site. If special-status species are known to occur at a given work site, as noted by either CDFW and/or Permittee, a Designated Biologist or a biological monitor (a staff person who has up-to-date training in special-status species protective measures and who has been designated as an appropriate monitor by the Permittee's Designated Biologist) shall supervise the work to ensure that appropriate protective measures are implemented. Each morning prior to commencement of project work, the Designated Biologist or biological monitor shall inspect the work site, including holes and excavated areas, to ensure that special-status species are not present within the project area.
- 2.11 Breeding Bird Survey Before Commencement. If vegetation removal or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds (typically **February 15 to August 15**), a focused survey for active bird nests shall be conducted by a Designated Biologist (as determined by a combination of academic training and professional experience in biological sciences and related resource management activities) **within five (5) days** prior to the beginning to project-related activities. The results of the survey shall be submitted to CDFW. If active nest are found, the Permittee shall immediately consult with CDFW and the United States Fish & Wildlife Service (FWS) regarding appropriate action to comply with the Migratory Bird Treaty Act of 1918 and the Fish & Game Code of California, section 3503. If a lapse in project-related work of five (5) days or longer occurs, another focused survey and if required, consultation with CDFW and FWS, will be required before project work can be reinitiated.
- 2.12 Bat Roost Avoidance. A Designated Biologist shall conduct a bat roost survey at work sites where culverts and bridges would be removed, modified or otherwise disturbed. The roost survey shall include a visual inspection culvert and bridges **no more than five (5) days** prior to disturbance of such features. Roosts found during the survey shall be flagged or marked. Permittee shall not attempt to directly disturb (e.g. shake, prod) roosting features. If bat roosts are detected during the survey, CDFW shall be notified immediately. CDFW reserves the right to provide additional provisions to this agreement in the event that roosting bats are found.

Wildlife Protection and Prevention – General

- 2.13 No Equipment in Stream. No mechanized equipment shall be operated below the level of top-of-bank. Equipment shall be staged and operated at the top of bank of the stream. Only the bucket of the excavator may enter the stream channel below the top of bank. CDFW may provide exemptions to this prohibition on a project specific basis.
- 2.14 Dry Work Area. No equipment shall be operated in wetted portions of the stream (including but not limited to ponded, flowing, or wetland areas) at any time without a diversion of sediment control plan in place. CDFW may provide exemptions to this prohibition on a project specific basis.
- 2.15 Staging and Storage. Staging and storage areas for equipment, materials, fuels, lubricants and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located adjacent to the stream, shall be positioned over drip-pans. Any equipment or vehicles driven and/or operated in proximity to the stream must be checked and maintained daily. Vehicles must be moved away from the stream prior to refueling and lubrication.
- 2.16 Allow Wildlife To Leave Unharmd. Permittee shall allow any wildlife encountered during the course of construction to leave the construction area unharmed. This Agreement does not allow for the trapping, capture, or relocation of any state or federally listed species.
- 2.17 Escape Ramp in Trench. At the end of each work day, Permittee shall place an escape ramp at each end of any open trench greater than 6-inches in depth and walls greater than 30 degrees to allow any animals that may have become entrapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees.
- 2.18 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosions control devices containing plastic netting, including photo- or bio-degradable plastic netting. Erosion control and landscaping specifications shall only allow only natural fiber for use in erosion control mats, blankets, and straw or fiber wattles.
- 2.19 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project activities.

Sediment Removal

- 2.20 Diversions and Sediment Control Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit for approval a detailed dewatering or sediment control plan to CDFW for review and approval. Dewatering and sediment control structures may include the use of a sand bag coffer dam or a water bladder dam. Within 15 days of receiving the Plan, CDFW will review the proposed dewatering method, to approve the Plan or provide the requirements for that approval. The Permittee may not commence the dewatering of the stream without the explicit approval from CDFW. At minimum, diversion/dewatering plans shall include the following species protections:
- 2.20.1 Screen According to Existing Standards. In order to prevent impingement, the inlets of the dewatering pump structure shall be fitted with fish screens meeting the "fry-size" criteria of CDFW and the FWS before water is pumped from within the coffer dams (see screening criteria at: http://www.westcoast.fisheries.noaa.gov/publications/reference_documents/reference_documents.html)
 - 2.20.2 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code §5937.
 - 2.20.3 Stranded Aquatic Life. In order to prevent isolation, the Designated Biologist shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern.
- 2.21 Project Limits. The Permittee shall use temporary construction fencing to identify the agreed limits of disturbance within the stream. All temporary fences, barriers, and/or flagging shall be completely removed from the project site and properly disposed of upon completion of project activities.
- 2.22 Limits of Material Removal. Except as explicitly described in Exhibit B of this Agreement, the removal of native soils, rock, gravel, vegetation, and vegetative debris from the streambed or stream banks is prohibited. Embedded pieces of large woody debris or stumps that potentially serve as basking sites or that encourage pool formation shall be left in place if there is adequate flood flow capacity.

Vegetation Management

- 2.23 Minimum Disturbance. The disturbance or removal of native vegetation shall not exceed the minimum necessary to prevent potential flooding. Precautions shall be taken to avoid other damage to vegetation by people or equipment. Multi-stem trees may be cut back to a single trunk. Brushy willows may be cut to ground level. Branches and/or limbs overhanging the channel and impacting water flows shall be properly pruned to a height of top of bank. Woody and herbaceous plants, fallen trees, or trunks or limbs lodged in the bed or bank causing flow restriction shall be cut off at the bed or bank invert with small tools and removed with winch and cable or other equipment operated from top of bank. Root structures are not to be disturbed. Large woody debris that does not obstruct the flow of water shall be left in place.
- 2.24 Live Tree Removal. Live trees over 4-inches diameter at breast height (DBH) may be entirely removed only if they are blocking flow or restricting the capacity of the channel, as determined in consultation with CDFW; no other trees shall be removed. Any trees which must be cut from stream banks shall be cut at ground level, leaving the root mass in place to maintain bank stability. If root mass is to be removed within the channel, Permittee shall notify CDFW for written approval.
- 2.25 Vegetation Marked for Protection. Prior to project activities, the Permittee shall clearly mark all vegetation within the project area that shall be avoided during project activities.
- 2.26 Exotic Plants. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org/ip/inventory/weedlist.php>.
- 2.27 Remove Invasive Species. Invasive plant within each area of operations shall be removed and areas denuded of vegetation shall be replanted with locally propagated native tree and shrub species. Appropriate native plants and spacing can be found in the "California Salmonid Stream Habitat Restoration Manual." Planting techniques can include seed casting, hydroseeding, or live planting methods using the techniques in Part XI of the Manual. The most current version of the manual can be found at: <http://www.dfg.ca.gov/fish/REsources/HabitatManual.asp>
- 2.28 Control Invasive Species. Permittee is responsible for monitoring and if needed, eradication of invasive exotic species that may occur within the project area for a minimum of two years following maintenance activities. All revegetation efforts shall include only local plant materials native to the project area.

- 2.29 Treat exposed areas. All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the maintenance activities shall be restored by seeding with a blend of native erosion control grass seed mix approved in writing by CDFW staff. Seeded areas shall be mulched. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 must be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.

Bank Stabilization

- 2.30 Bank Stabilization Design. The use of hardscape (cement, riprap, gabions, etc) shall be restricted as much as possible, and the use of extensive hardscape will only be considered a last resort. If biotechnical engineering can effectively stabilize a bank, this is the preferred approach. Hardscape shall only be used where no effective alternative is feasible due to the magnitude of the hydraulic forces involved, the need to protect vital infrastructure, or an adjacent land use constraint. Permittee shall provide CDFW notification of any proposed bank stabilization projects and design concepts/plans in the annual Pre-Project Written Notification for review and concept approval.
- 2.31 Only clean rocks and boulders. Only clean rocks and boulders shall be used for the project unless specified otherwise with the design plans and project description. No broken concrete, asphalt or other construction waste materials shall be used as rock slope protection. Existing, unembedded, broken concrete, asphalt, brick or other construction waste materials shall not be reused within the project and shall be removed from the site and properly disposed of.

Herbicide Use

- 2.32 Herbicide Use. In general, since the toxicological properties of various herbicides (including pesticides, insecticides and rodenticides) cannot be predicted under all conditions, CDFW discourages herbicide application near open water wherever and whenever possible. Integrated pest management solutions that emphasize non-chemical pest management shall be used over chemical pesticides to the extent feasible.

Herbicides may be used at the Permittee's discretion with implementation of the following protective measures:

- 2.32.1 Permittee shall only use herbicides for which a "no effect" determination has been issued by the U.S. Environmental Protection Agency (EPA) Endangered Species Protection Program (<http://www.epa.gov/espp/>) for any species likely to occur within the vicinity of the work site or downstream. Prior to applying herbicides, Permittee shall verify that selected herbicides are not on an

endangered species bulletin issued by the U.S. EPA for Lassen County. Bulletins are posted at:

<http://www.epa.gov/espp/bulletins.htm>

- 2.32.2 Permittee shall not use herbicides(s) within the channel below the top of bank when flowing water is present or within 10 feet of isolated pools.
- 2.32.3 Permittee shall use the least concentrated formulation of herbicide possible and practicable to accomplish the task.
- 2.32.4 All herbicides shall be applied by a certified pesticide applicator in accordance with regulations set by the California Department of Pesticide Regulation and according to labeled instructions.
- 2.32.5 Permittee shall use caution to apply the least practicable amount of herbicides necessary to effectively control nuisance plants.
- 2.32.6 Permittee shall use extreme caution to not apply any herbicide directly to water. If herbicides must be applied next to water, Permittee shall use preventative BMPs to ensure that the chemical does not accidentally flow into or stream through the air into the water.
- 2.32.7 Herbicides shall only be applied on calm days with winds below 5 miles per hour.
- 2.32.8 Care shall be taken to avoid spraying native vegetation with herbicides.
- 2.32.9 Permittee shall ensure all herbicide sprays utilized within and adjacent to CDFW jurisdictional waters and sensitive habitat areas contain a dye (registered for aquatic use by CDPR) to prevent overspray.
- 2.32.10 Should any fish or animal kills occur following application of herbicides, such kills shall be reported to CDFW within 24 hours.
- 2.32.11 Regardless of the contents of this Agreement, Permittee is responsible for any environmental damage caused by the application or use of substances that prove harmful to fish and aquatic wildlife per Fish and Game Code section 5650.

Erosion and Sediment Control

- 2.33 Erosion control. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter waters of the State. Erosion control measures, such as, silt fences, straw hay bales, gravel or rock lined ditches, water check bars, and broadcasted

straw shall be used where ever sediment has the potential to leave the work site and enter the stream.

- 2.34 Silt Laden Runoff. At no time shall silt laden runoff be allowed to enter the stream or directed to where it may enter the stream. Silt control structures shall be monitored for effectiveness and shall be repaired or replaced as needed
- 2.35 Disposal and Removal of Materials. All removed spoils and construction debris shall be moved outside the work area prior to inundation by water. Spoil sites shall not be located within the stream channel or areas that may be subjected to stream flows, where spoil may be washed back into a stream, or where it may impact streambed habitat, aquatic or riparian vegetation. All removed material shall be disposed of according to State and local laws and ordinances.

Equipment and Vehicles

- 2.36 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.37 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.38 Equipment Storage. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located outside of the stream channel and banks.
- 2.39 Stockpiled Materials. Building materials and/or construction equipment shall not be stockpiled or stored where they may be washed into the water or cover aquatic or riparian vegetation. Stockpiles shall be covered when measurable rain is forecasted.

Debris Materials and Waste

- 2.40 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris within the stream, or where it may pass into the stream.
- 2.41 Pick Up Debris. Permittee shall pick up all debris and waste daily.

- 2.42 Wash water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

Toxic and Hazardous Materials

- 2.43 Toxic Materials. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream or its tributaries shall be contained in water tight containers or removed from the project site.
- 2.44 Hazardous Substances. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter the stream by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately.
- 2.45 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.

Spills and Emergencies

- 2.46 Spill Clean Up Equipment. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of work within the stream zone.
- 2.47 Spill Cleanup. Permittee shall begin the cleanup of all spills immediately. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures. The Permittee shall have all spill clean-up equipment on site during construction.
- 2.48 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean-up activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the clean-up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Pre-Project Written Notification. The Permittee shall provide to CDFW Northern Region written notification of proposed routine maintenance activities to be performed that year by **June 1** of each year. The written notification of proposed routine maintenance activities shall include:
- 3.1.1 Project location in decimal degrees.
 - 3.1.2 Stream name.
 - 3.1.3 Project type e.g. sediment removal, vegetation management, bank stabilization, structure repair, or other.
 - 3.1.4 The earliest commencement date, estimated termination date.
 - 3.1.5 For Sediment Removal: quantity of material removed from each site in cubic yards. For Vegetation Management and other project types: linear feet of activity and if root mass was retained or removed.
 - 3.1.6 For bank stabilization or facility replacement, a plan-view maps showing site attributes before and after completion of the covered activity. The maps shall also delineate the location of permanent and temporary storage areas for equipment, materials, spoils; and any important fish or wildlife habitat features (e.g. snags and nests in the terrestrial environment; LWD, deep pools, and undercut banks in the aquatic environment) in the area of disturbance.
 - 3.1.7 Proposed restoration measures or special BMPs including but limited to dewatering plan, invasive species removal and/or native habitat replacement.
 - 3.1.8 Pre-project photographs of each covered activity including important fish and wildlife habitat features, if requested by CDFW.
 - 3.1.9 Report format shall be in a format substantially similar to **Exhibit D**.
- 3.2 Post-Project Written Notification. The Permittee shall provide CDFW Northern Region written notification of maintenance Projects completed each year. Annual reports shall include:
- 3.2.1 Project location in decimal degrees.
 - 3.2.2 Stream name.
 - 3.2.3 Project type e.g. sediment removal, vegetation management, bank stabilization, structure repair, or other.
 - 3.2.4 For Sediment Removal: quantity of material removed from each site

in cubic yards. For Vegetation Management and other project types: linear feet of activity and if root mass was retained or removed.

- 3.2.5 Spatially referenced before/after photographs shall be included as deemed necessary by CDFW after Pre-Project Written Notification.
 - 3.2.6 Each annual report shall include the appropriate fee determined by the current year's CDFW Streambed Alteration Agreement Fee Schedule for work completed under this Agreement based upon the number of Projects completed in the reporting period. Fee schedule available here
<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=75421&inline>
 - 3.2.7 Reports and annual fees are due by **January 31. CDFW may terminate this agreement if late reports and fees are not submitted.**
 - 3.2.8 Report format shall be in a format substantially similar to **Exhibit D.**
- 3.3 Notification to the California Natural Diversity Database. If any sensitive species are observed in project surveys, Permittee shall submit California Natural Diversity Database (CNDDDB) forms to the CNDDDB within five working days of the sightings, and provide CDFW Northern Region with copies of the CNDDDB forms and survey maps.
- 3.4 Biological Surveys. The results of any biological surveys conducted as part of this Agreement shall be emailed or faxed to CDFW Northern Region prior to commencement of work, referencing Notification 1600-2015-0402-R1. Permittee is encouraged to combine survey results for multiple sites and multiple species into a single document.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Mayor Brian R. Wilson
66 Lassen Street
Susanville, CA 96130

To Contact:

Daniel Gibbs
City of Susanville Public Works
720 South Street
Susanville, CA 96130
(530) 257-1041
dgibbs@cityofsusanville.org

To CDFW:

California Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, CA 96001
Attn: Lake and Streambed Alteration Program – Adam McKannay
Notification #1600-2015-0402-R1
(530) 225-2124
adam.mckannay@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the

applicable FGC section 711.4 filing fee listed at
http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on December 31, 2019, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Location Map
- B. Covered Activities
- C. Definition of Terms
- D. Annual Notification of Proposed Work and Format Example

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR CITY OF SUSANVILLE PUBLIC WORKS

Brian R. Wilson
Mayor

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Donna L. Cobb
Aquatic Conservation Planning Supervisor
Northern Region

Date

Prepared by: Adam McKannay
Environmental Scientist

Date Sent: October 13, 2015

Date Revised: November 30, 2015

EXHIBIT A Location Map

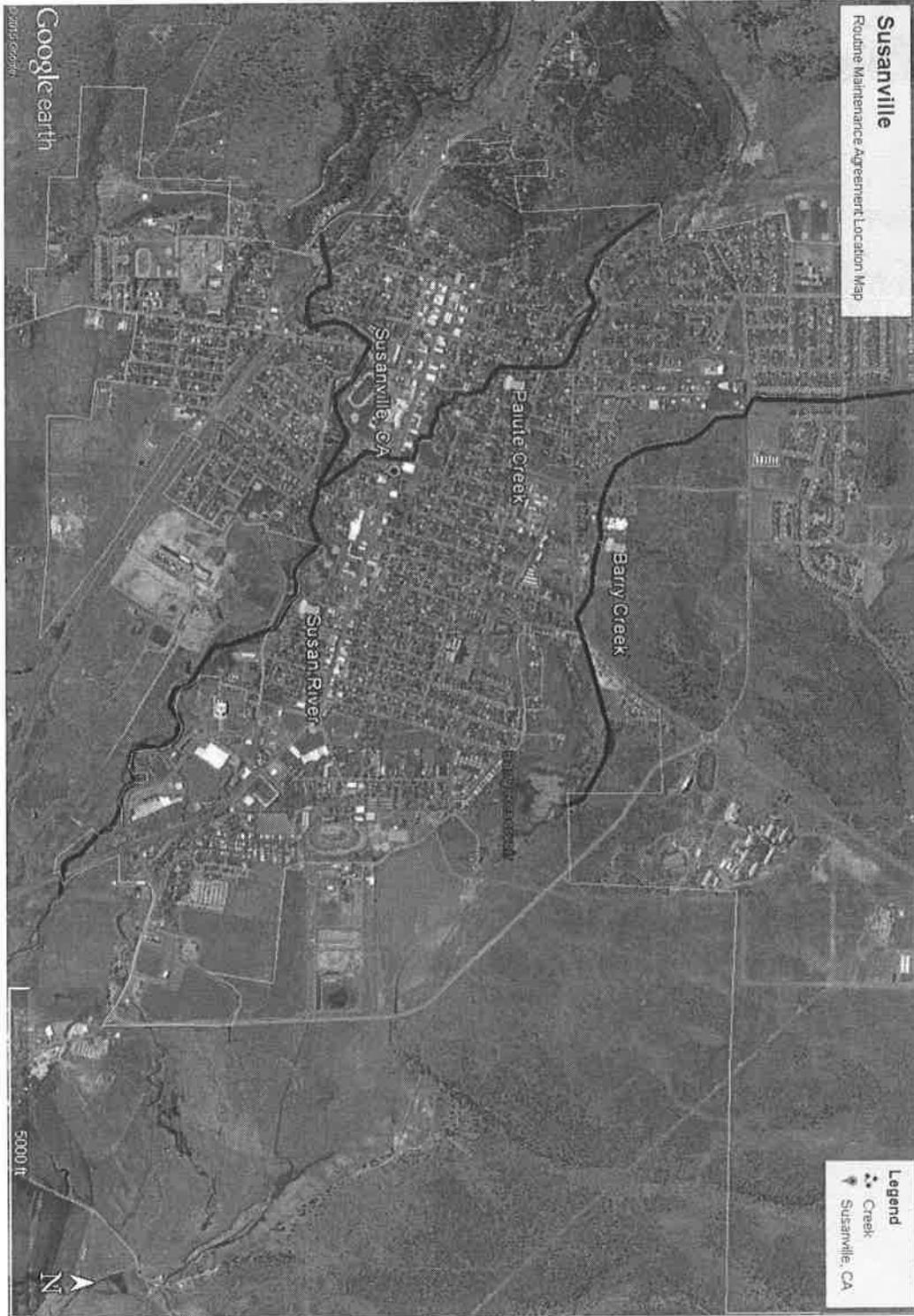


EXHIBIT B Covered Activities

1. Vegetation Management:

Riparian vegetation provides physical stabilization for bank and terrace surfaces through the growth of root structure. Riparian vegetation also benefits instream habitat by shading the channel, drawing subsurface water up, lowering water temperatures, limiting in-channel emergent vegetation, and providing large woody debris. However, to maintain adequate flood conveyance capacity aggressive vegetation management is occasionally necessary.

Vegetation management refers to the trimming, pruning, mowing, and removal of flow-constricting vegetation within the flood control channels and other constructed facilities. The goal of vegetation management is to develop riparian canopy closure; encourage native vegetation and discourage nonnative vegetation, particularly invasive species; to control emergent vegetation in the channel; minimize flow obstructions; and improve bank stability.

Vegetation management shall be limited to the following project types:

- **Localized Vegetation Management:** 50-linear feet or less of riparian and emergent vegetation thinning and removal from areas immediately adjacent to bridges and culverts, as necessary to maintain free flowing conditions through structures.
- **Reach Scale Vegetation Management:** 50- to 1000-feet long of pruning and thinning vegetation by removing low-growing bush-type willows and shrubs, cutting multi-stem trees back to a single main stem, pruning lower limbs to low the top of bank, and removal of exotic plants. No living, vertically growing trees over 4-inches diameter at breast height (DBH) shall be removed during this activity. The goal of this maintenance approach is to develop a native canopy over the channel but not to increase channel roughness such that the flood hazard is increased.

Annual reach scale riparian vegetation management shall be limited to*:

- Project Year 1: Up to 1000-linear feet of vegetation may be managed in the Susan River, Paiute Creek and Barry Creek. Up to 250-linear feet of vegetation may be managed in each of the named and unnamed tributaries to these streams.
- Project Year 2: Up to 1000-linear feet of vegetation may be managed in the Susan River, Paiute Creek and Barry Creek. Up to 150-linear feet of vegetation may be managed in each of the named and unnamed tributaries to these streams.
- Project Year 3-5: Up to 500-linear feet of vegetation may be managed in the Susan River, Paiute Creek and Barry Creek. Up to 150-linear feet of vegetation may be managed in each of the named and unnamed tributaries to these streams.

*CDFW, at its discretion, may approve additional linear feet of vegetation management as necessary.

- **Mowing and Herbicide Treatment:** Control of weeds, grasses and overhanging vegetation on channel access roads and pedestrian paths by mowing and hand trimming, occurring year round; or with herbicide application, which may take place between the **June 1 and October 31** of each year. Herbicide application will conform to all applicable County, State, and Federal Regulations and licenses. Only EPA registered herbicides, approved for use in aquatic environments, shall be used in channels for vegetation control. Only mowing or EPA registered herbicides shall be used to control weeds and grasses on channel banks.
- **Vegetation Enhancement:** Vegetation enhancement associated with other routine maintenance activities include eradication of exotic species and routine maintenance of riparian enhancement projects and landscaping (pruning, replanting, new planting, irrigation maintenance).

2. Sediment and Debris Removal:

The natural function of streams is to convey sediment from headwater source areas (or upstream in-channel source areas) to downstream reaches, lowlands, or basins where the sediment ultimately deposits. However, sediment accumulation can reduce the channel's ability to convey floodwaters and accumulated sediment can obstruct infrastructure such as culverts and bridge underpasses. Whenever feasible, sediment removal should preserve and enhance beneficial instream bed forms and habitat features (including large woody debris) that support in-channel complexity, diverse cover, and local/micro habitats to the extent feasible.

Sediment removal includes the physical removal of sediment, debris, non-living materials, and algae from channels where no flow or minimal flow is present. If water is present, a flow diversion structure shall be constructed up stream and water shall be discharged downstream based on a dewatering plan to be approved by CDFW.

Sediment removal shall be limited to the following project types:

- **Localized Sediment Removal:** Localized removal of small amounts of debris and sediment from within and around structures (bridges, culverts, etc) (less than 100 cubic yards at each location) affecting no more than 100-linear feet of stream channel. (See definition of structures). Total sediment removal done under the authority of this agreement shall not exceed an annual total of 400 cubic yards across all locations in the Permittees jurisdiction.*

*CDFW, at its discretion, may increase the maximum sediment removal volume or frequency.

3. Bank Stabilization:

Bank failure is a natural occurrence. Destabilized banks may restabilize naturally over time, but this is generally not feasible in urbanized areas. As such, Permittee may repair minor (<25-linear feet) bank erosion occurring along stream segments in which the Permittee has legal entitlement to do so. The use of hardscape (cement,

riprap, gabions, etc) will be restricted as much as possible, and the use of extensive hardscape will only be considered a last resort. If biotechnical engineering can effectively stabilize a bank, this is the preferred approach. Biotechnical stabilization is preferable to hardscape engineering approaches because it offers substantial environmental advantages in terms of improved habitat value for fish and wildlife, as well as improved aesthetics. Use of rock in specific capacities, such as at the toe of slope, in combination with other biotechnical measures and plantings on the higher bank is acceptable. Complete hardscape revetments shall only be used where no effective alternative is feasible due to the magnitude of the hydraulic forces involved, the need to protect infrastructure, or an adjacent land use constraint

All proposed bank stabilization shall be provided to CDFW in writing for written approval of stabilization concept in the annual Pre-Project Written Notification. Bank stabilization larger than 25-linear feet shall require separate Notification to CDFW per Measure 1.10.

4. Temporary Water Diversions:

Temporary water diversions associated maintenance activities using structures such as cofferdams shall not exceeded 3 feet in height provided that all water is discharged into a silt control structure before release and the channel is restored to its original configuration after work is completed. A dewatering plan shall be submitted to CDFW for review and approval.

5. Site Access:

Creation of temporary access road associated with channel maintenance activities. Areas adjacent to drainage features shall be restored to pre-existing conditions within the same year of disturbance.

6. Maintenance of Existing Right of Ways:

Maintenance of existing top of bank access roads and pedestrian paths including vegetation pruning, mowing, herbicide treatment and resurfacing.

7. Maintenance of Stormwater Outfalls and Drop-inlet Culverts:

Repair or replacement of existing culvert outlets within the stream channel occurring within the same footprint as the original culvert and outlet. The culvert outfall path, from the culvert edge down to toe-of-slope should be protected with erosion control material as needed to dissipate energy and reduce the erosion potential. The culvert placement and slope will be installed to minimize outfall velocity and reduce the potential for future bank erosion and scour from outfall. Outfalls shall only be constructed of clean rocks and boulders unless otherwise authorized by CDFW.

8. Exempt Activities:

The following routine maintenance activities **are not** subject to the provisions of the Routine Maintenance Agreement (RMA) between the CDFW and Permittee. These activities are also not subject to the provisions of Section 1600 of the State Department of Fish and Game Code if performed within the parameters stated below.

- Trash and debris removal not including sediment removal (baby diapers, shopping carts, metal, wood, plastic, etc).
- Removal of trash and vegetation from trash head gates, screens, racks, pilings and piers. This includes: vegetation that has flowed down the channel and has piled up on the trash rack or pilings and piers that would impede the flow leading to potential flooding upstream.
- Woody Debris Removal: Removal of parts of woody and herbaceous plants, fallen trees, trunks or limbs lodged in the bed or bank causing flow restriction shall be cutoff at the bed or bank invert with small tools and removed with winch and cable or other equipment operated from top of bank. **Root structures are not to be disturbed**, and debris shall be disposed at a place where it cannot reenter jurisdictional waters, unless otherwise specified by CDFW. No heavy equipment may be operated from below the top of bank.
- Graffiti removal and abatement from bridges, culverts and other instream structures.
- Servicing of water quality monitoring stations, stream gages, etc. This includes: replacing damaged sensors, uncovering intake tubes, replacing samplers, and repairing damaged equipment housing.

Note: Materials embedded in the bottom of the channel are subject to the provisions of Fish and Game Code Section 1600.

EXHIBIT C DEFINITION OF TERMS

As used herein and for purposes of the Agreement

Biological monitor: a person employed by the Permittee who has undergone training in avoidance and minimization measures specific to special-status species potentially present at a given site. The biological monitor is responsible for ensuring that such measures are properly performed to protect against take. The biological monitor must have attended the most recent annual training conducted by the Permittee's Designated Biologist and must demonstrate basic familiarity with species biology, avoidance measures, and the terms of the Agreement, if asked. If the biological monitor is to perform pre-work habitat assessments, s/he must be familiar with applicable habitat assessment methodology for listed species.

Biotechnical Streambank Stabilization: Biotechnical erosion control and stream bank stabilization projects use live native vegetation, or a combination of vegetative and structural materials (a 'hybrid' solution) to protect streambanks. Biotechnical solutions protect streambanks in three ways: (1) the physical presence of the vegetation cover adds roughness to the bank, reducing near-bank flow velocities and decreasing erosion by fluvial entrainment; (2) the structural strength of the vegetation root wad acts to bind the bank materials together to safeguard against bank failure; and (3) the water uptake of the plant during growth acts to drain the bank and reduce the occurrence of bank saturation, reducing vulnerability to failure. Biotechnical methods are an alternative to conventional erosion control methods (e.g., riprap, gabions) and aim to provide effective streambank stabilization while minimizing damage and disruption to instream and terrestrial habitats.

Channel reach: a section of a stream defined by uniform habitat features, such as a particular type of bed substrate, geomorphologic channel characteristics, and riparian vegetation. In urban environments, reaches may be defined by upstream and downstream barriers, such as bridge footings or weirs.

Debris: non-living vegetative or woody matter, trash, concrete rubble, etc. This definition does not include living vegetation.

Designated biologist: a person with a combination of academic training and professional experience in the biological sciences, and shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site.

Emergency project: is defined in the State Fish and Game Code, section 1600.

Flood control structures: levee, dams, and artificially constructed channels for flood control purposes.

Heavy equipment: any equipment used that is larger than a pick-up truck.

Impingement: the pinning or trapping of aquatic organisms by water flow against screens or other intake structures of water diversions

Isolation: the stranding of individuals of aquatic species in isolated pockets or pools of still water with no egress to the free-flowing surface water of the river or stream. This may happen naturally as water surface elevation drops, or can be caused or accelerated by upstream diversion or obstruction of flow.

LSA: Lake and Streambed Alteration, as in the Lake and Streambed Alteration Program

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, water staining, scour, deposition, wracking, changes in plant community, multiple observed flow events, or other appropriate means that consider the characteristics of the surrounding areas. Where the physical characteristics are inconclusive, misleading, unreliable, or otherwise not evident, CDFW may determine the OHWM by using other appropriate means that consider the characteristics of the surrounding areas.

Project: a routine maintenance activity performed by the Public Works Department at one discreet location during a given calendar year. Each annual activity shall be construed as one project for fee purposes. For instance:

- A single location of Localized Sediment Removal is a project;
- One instance of Bank Stabilization is a single project;
- Reach Scale Vegetation Management is a single project.

Clarification of what constitutes a project should be clarified with CDFW prior to implementation of the project.

For the purposes of fee collection, a project **does not include Exempt Activities** in Exhibit B.

Riparian: pertaining to streams, lakes, and bays and their adjacent banks, side channels, floodplain areas, and wetlands, as well as to plant and animal communities associated with such features. Riparian areas are transitional between the aquatic ecosystem and the terrestrial (or upland) environment. Their ecosystems are identified by distinctive soil characteristics and vegetation communities that are adapted to the periodic flooding and disturbance from the adjacent water body.

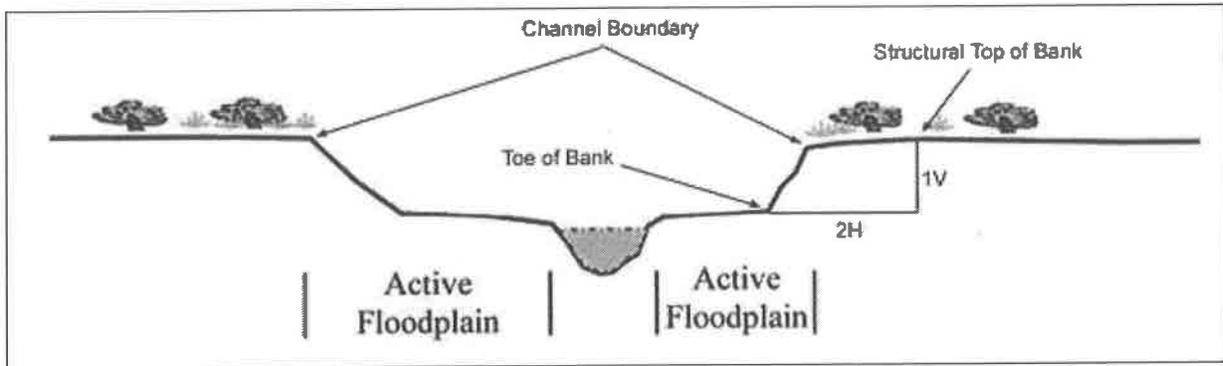
RMA: Routine Maintenance Agreement

Sediment: soil or mineral materials transported by water and deposited in streams or lakes.

Special-Status Species: any species identified as an endangered, threatened, candidate, Species of Special Concern or other sensitive species in local or regional

plans, policies or regulations, or by CDFW or the U.S. Fish and Wildlife Service. Plants on Lists 1A, 1B, or 2, published by the California Native Plant Society, are also considered special-status species for the purposes of this Agreement.

Stream characteristic terminology:



Structure: storm drain outfalls, culverts, revetments, bank protection, energy dissipaters, grade structures, sediment basins, weirs, diversion structures, trash racks, stream gauge structures, fish ladders, fish screens, utility line crossings, bridge piers.

Take: as defined in Section 86 of the California Fish and Game Code, and for federally listed species, as defined in Section 9 of the U.S. Endangered Species Act.

Vegetation Thinning: Trimming multi-stem trees to a single stem, pruning branches up to the height of top of bank, trimming of low-growing, bush-type willows to ground level.

EXHIBIT D
ANNUAL NOTIFICATIONS OF PROPOSED WORK AND REPORTING FORMAT
EXAMPLE

(Reserved for future exhibits)

Reviewed by: JW City Administrator
 _____ City Attorney

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

Submitted by: Arlene F. Zelano, Administrative Assistant

Action Date: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: FEMA Assistance to Firefighters Grant

PRESENTED BY: James M. Moore, Fire Chief

SUMMARY: The Federal Emergency Management Agency (FEMA) offers grant funding through the Assistance for Firefighters Grant (AFG), and this year \$306 million is available to departments with emphasis on Operations & Safety and Vehicle Acquisition.

The Susanville Fire Department would like to apply for a new (quint) ladder truck through AFG. The Department's present ladder truck is a 1976 Van Pelt which was purchased used in 2009 and a new ladder truck would bring a higher level of safety to the community and our employees.

If funded, the AFG grant would require a 5 percent match from the City because our jurisdiction serves 20,000 or fewer residents. The total cost for a new truck would be approximately \$755,000.00. At this time staff is not obligating the City to commit matching funds, but simply informing the Council that the Department would like to apply for the grant. If the grant application is successful, City Council approval would be required to accept the award and commit the matching funds.

The AFG grant application period is open December 7, 2015 and closes January 15, 2016.

FISCAL IMPACT: If the grant is awarded a 5 percent match of the total would be required from the City.

ACTION REQUESTED: Motion for the City of Susanville Fire Department to proceed with applying for a new ladder truck through the FEMA AFG Vehicle Acquisition grant

ATTACHMENTS: None

Reviewed by: City Administrator
 City Attorney

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

Submitted By: Heidi Whitlock, Assistant to the City Administrator

Action Date: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5242** terminating Airport Hangar Land Lease Agreement, Lot #38 with Marvin and Eric Hamann and authorizing execution of an Airport Hangar Land Lease Agreement for Hangar #38 with Steve Datema.

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: On November 4, 2015, the City Council was presented with the option of purchasing Hangar #38, owned by Marvin and Eric Hamann, for the amount of \$90,000.00. City Council declined the purchase of the hangar. On November 17, 2015, Steve Datema took possession of the Hangar and is now required to execute a new Airport Hangar Land Lease Agreement for Hangar #38.

FISCAL IMPACT: Annual revenue of \$1,054.44 per year.

ACTION

REQUESTED: Motion approving Resolution No. 15-5242 terminating Airport Hangar Land Lease Agreement, Lot #38 with Marvin and Eric Hamann and authorizing execution of an Airport Hangar Land Lease Agreement, Lot #38 with Steve Datema.

ATTACHMENTS: Resolution No. 15-5242
Airport Hangar Land Lease Agreement Hangar Owned by Lessee,
Lot #38 executed by Steve Datema.

RESOLUTION NUMBER 15-5242
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
TERMINATING AIRPORT HANGAR LAND LEASE AGREEMENT, LOT #38 WITH
MARVIN AND ERIC HAMANN AND AUTHORIZING MAYOR TO EXECUTE AN
AIRPORT HANGAR LAND LEASE AGREEMENT, LOT #38 WITH STEVE DATEMA

WHEREAS, Page 2, Paragraph 3 of the Airport hangar Land Lease Agreement, Lot #38 requires the Lessee to first submit an offer in writing to the City to sell said Leased Premises and improvements to the City for the same amount as any bona fide offer received by Lessee or for the fair market value, as the case may be; and

WHEREAS, on October 17, 2015, Marvin and Eric Hamann offered to sell their interest in the hangar on Lot #38 to the City for \$90,000.00; and

WHEREAS, at its November 4, 2015 meeting, the City Council of the City of Susanville rejected purchase of the hangar on Lot #38 owned by Marvin and Eric Hamman; and

WHEREAS, on November 17, 2015, Marvin and Eric Hamman sold their interest in the hangar on Lot #38 to Steve Datema for \$90,000.00; and

WHEREAS, the Airport Hangar Land Lease Agreement, Lot #38 held by Marvin and Eric Hamann needs to be terminated and a new Airport Hangar Land Lease Agreement, Lot #38 needs to be executed by Steve Datema as the new owner.

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

1. That the Airport Hangar Land Lease Agreement, Lot #38 held by Marvin and Eric Hamann is hereby terminated; and
2. That Steve Datema is the new owner of the hangar on Lot #38 and has executed an Airport Hangar Land Lease Agreement, Lot #38 as required.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of December, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

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

THIS LEASE, made this 17th day of November, 2015, between the CITY OF SUSANVILLE, a municipal corporation, organized and existing under the laws of the State of California, hereinafter referred to as "Lessor", and STEVE DATEMA, address 471-920 Johnstonville Road, Susanville, CA 96130, County of LASSEN, State of CALIFORNIA, hereinafter referred to as "Lessee", on the following terms and conditions:

1. Lessor does hereby lease to Lessee, for a term of twenty (20) years from the date hereof, unless sooner terminated as set forth herein, a certain parcel of land described a Hangar Lot #38, hereinafter referred to as the "Leased Premise", located at the Susanville Municipal Airport and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

(a) Lessee shall provide a hangar building plan for approval prior to any Lease execution for use as an airplane hangar. The rent shall be \$.29289855 per square foot per year, for the area including the space occupied by the hangar only which rent is payable in 12 equal installments monthly in advance on the first day of each and every month. Said rent shall be increased on an annual basis as set forth below.

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

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

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

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

2. Lessee shall use the hangar for the storage of one or more aircraft owned or leased by Lessee and shall not sublease the space for storing any property other than aircraft and that aircraft's related personal property. Lessee is allowed to store aircraft owned by Lessee in the airplane hangar, and Lessee's use of the hangar shall be for storage of Lessee's aircraft. In the event Lessee desires to sublease any part of the hangar not otherwise used by Lessee for storage of Lessee's aircraft, then Lessee must obtain the written permission of Lessor to do so and said sublessee will be required to provide insurance as specified herein. In the event of such sublease, the sublease shall be limited to storage of the sublessee's aircraft, and personal property related to said aircraft; Lessee shall pay to Lessor as additional rent an amount equal to twenty percent (20%) of the amount charged by Lessee to Lessee's sublessee, or \$20.00, whichever is greater. Lessee is prohibited from subleasing the entire hangar for storage of aircraft owned by others. If any provisions of this paragraph 2 is violated, Lessee shall forfeit this Lease. Lessee may, however, store Lessee's aircraft-related personal property in the hangar; provided, however, that Lessee is in fact storing aircraft in the hangar and the storage of Lessee's aircraft-related personal property does not interfere with the storage of such aircraft nor with the ingress and egress of such aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the Leased Premises. Lessor shall be notified in writing requesting Lessor's approval in the event Lessee desires to enter into a sublease.

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

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

5. Upon expiration of this Lease, Lessee shall have the right to remove said airplane hangar from said airport within ninety (90) days. Lessee shall continue to pay the rent then in effect during said ninety-day period. In the event the hangar is not moved off the airport within

the ninety (90) days, said hangar shall become the property of the City of Susanville. Any holding over by Lessee past the term of this Lease shall not be deemed a renewal or extension of the term of this Lease.

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

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

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

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

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

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

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

13. Lessee covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease, for a purpose for which a

Federal Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

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

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

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

19. There is hereby reserved to the Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Susanville Municipal Airport.

20. Lessee will not erect nor permit the erection of any structure or object (e.g., antennas) on the Leased Premises above the mean sea level elevation of 4,180 feet. In the event of a breach

of this paragraph, Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object, all of which shall be at the expense of the Lessee.

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

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

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

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

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

26. A breach by Lessee of any of the terms of this Agreement constitutes a default. In the event of a default, Lessor may at its option terminate Lessee's right to possession of the Leased

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

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

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

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

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States Government or any authorized agency thereof, by which Lessor obtains federally-owned surplus property or federal aid for the development, operation, and/or maintenance of the Susanville Municipal Airport. In the event that the FAA or any other federal agency requires modifications or changes in this Lease as a condition for the granting of funds for the improvement of lands and improvements covered by its laws, rules, or regulations, Lessee agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease, as may be required to obtain such funds except, however, that in no event will Lessee be required, pursuant to this section, to agree to any increase in the rents or fees provided for in this Lease. In the event Lessee

refuses or fails to consent to the amendments, modifications, revisions, supplements, or deletions submitted to Lessee by Lessor pursuant to the provisions of this Section within thirty (30) days after receipt of the documents evidencing the changes, then this Lease shall be deemed to be amended and/or modified to comply with said changes as though the documents had been signed by all parties.

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

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

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

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

IN WITNESS WHEREOF, the said Lessor by **Resolution No. 15-5242** of the City Council of the City of Susanville, has caused this Lease to be executed by the Mayor and the Clerk, and the said Lessee has executed this Lease the day and year first above written.

CITY OF SUSANVILLE
LESSOR:

Brian R. Wilson, Mayor

Attest:

Gwenna MacDonald, City Clerk

LESSEE:

Type Name: Steve Datema

Approved as to Form:

Jessica Ryan, City Attorney

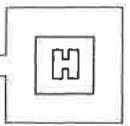
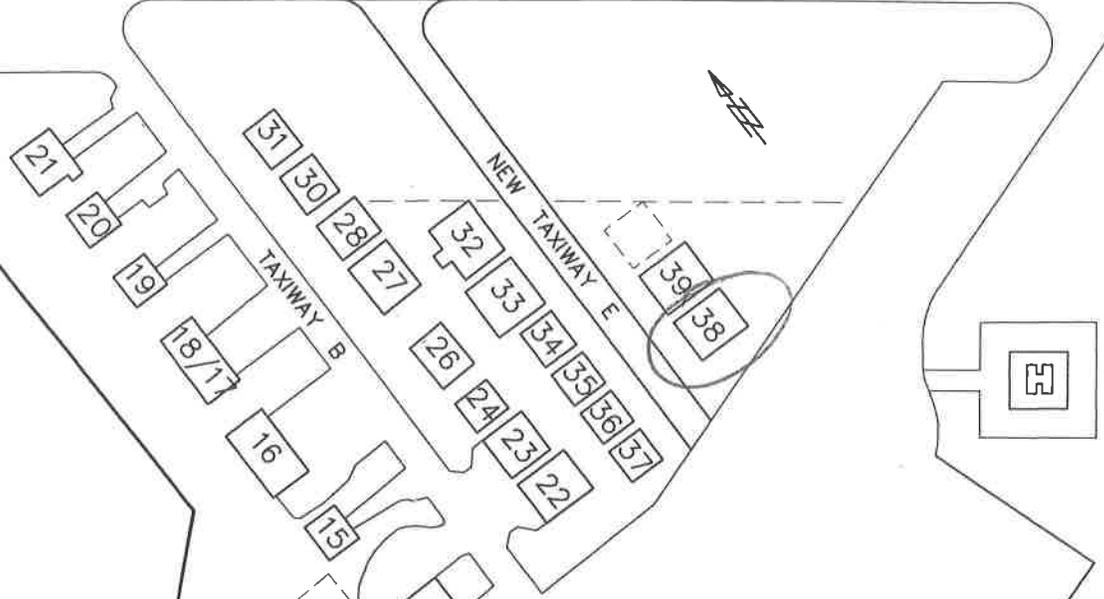
EXHIBIT "A"

Legal Description

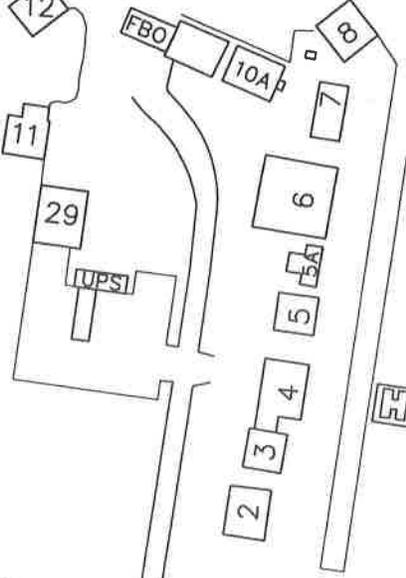
Hangar located on Lot #38 at the Susanville Municipal Airport as shown on Airport Layout Plan (APN# 116-180-04).

MAIN RUNWAY 11-29

TAXIWAY A



NEW TIE DOWN AREA



JOHNSTONVILLE ROAD

DIRT RUNWAY 7-25

HIGHWAY 395

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

Airport and Planning Agency Sponsors

A. General

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

B. Duration and Applicability

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

that the useful life of project items installed within a facility or the useful life of facilities developed or equipment acquired under an airport development or noise program implementation project shall be no less than ten (10) years from the date of the acceptance of Federal aid for the project.

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

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

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

Federal Legislation

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

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- c. 49 CFR Part 24 - Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs.
- d. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.
- e. 49 CFR Part 29 - Debarments, Suspensions, and Voluntary Exclusions.
- f. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.
- g. 29 CFR Part 3 - Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.
- h. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).
- j. 14 CFR Part 150 - Airport Noise Compatibility Planning.

1/ these laws do not apply to planning projects.

2/ these laws do not apply to private sponsors.

Office of Management and Budget Circulars

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

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

2. Responsibility and Authority of the Sponsor.
 - a. Public Agency Sponsor: It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. Private Sponsor: It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative, and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.
3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project cost which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
4. Good Title. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
 - * OMB Circulars A-87 and A-102 contain requirements for state and local governments receiving Federal assistance. Any requirement levied upon state and local governments by those two circulars shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982, as amended.

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

5. Preserving Rights and Powers.
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise program implementation project, that portion of the property upon which Federal funds

have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.

- c. For all noise program implementation projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise program implementation project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. For noise program implementation projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property
7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
8. Consultation with Users. In making a decision to undertake any airport development project

under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.
10. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty (60) days after the project application has been received by the Secretary.
11. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two (2) counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five (5) miles of the nearest boundary of the airport.
12. Terminal Development Prerequisites. For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under Section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
13. Accounting System, Audit, and Recordkeeping Requirements.
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating

to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. Veterans Preference. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c) (1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. Planning Projects. In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

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

- (1) Operating the airport's aeronautical facilities whenever required; and
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of this airport.

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

- b. It will suitably operate and maintain noise program implementation items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws,

to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce the compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.
- b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor
 - (1) To furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
 - (2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to transportation as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classifications or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in

this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provision.

- h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome, or impractical for more than one (1) fixed-based operator to provide such services, and (2) If allowing more than one (1) fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

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

24. Fee and Rental Structure. It will maintain a fee and rental structure consistent with Assurances 22 and 23, for the facilities and services being provided to the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.

25. Airport Revenue. If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982 by the owner or operator of the

airport, or provisions enacted before September 3, 1982 in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreement, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise program implementation projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
27. Use of Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those useable for landing and takeoff of aircraft to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:
 - a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of government aircraft is three hundred (300) or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million (5,000,000) pounds.
28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four (4) months after receipt of a written request from the Secretary.
29. Airport Layout Plan.
 - a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed

airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alteration in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.

- b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
31. Disposal of Land.
- a. For land purchased under grant before, on, after December 30, 1987 for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. For land purchased for airport purposes (other than noise compatibility) under grant before, on, or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the proceeds of such disposition, which is proportionate to the United States share of the cost of acquisition of such land, will be paid to the Secretary for deposit in the Trust

Fund.

- c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right there in necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.
32. Engineering and Design Services. It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Reviewed by: ASW City Administrator
 _____ City Attorney

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

Submitted by: Ian Sims, Project Manager

Action Date: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5244** approving the Fiscal Year 2017 - 2021 Airport Capital Improvement Plan (ACIP) for the Susanville Municipal Airport as required by the Federal Aviation Administration (FAA)

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The Federal Aviation Administration (FAA) conducts their annual update of the Airport Capital Improvement Plan (ACIP). The FAA uses the ACIP to identify and prioritize airport capital improvement needs, and to plan the distribution of Airport Improvement Program (AIP) funds. All proposed projects must comply with the National Environmental Policy Act (NEPA); be depicted on the City's approved Airport Layout Plan (ALP); and be included in our ACIP submission in order to compete for AIP funding. This City is required to identify all proposed projects that we are requesting grant funding for from Federal Fiscal Year 2017 - 2021. A copy of the completed ACIP completed by the City's Airport Consultants (C&S Companies) is attached.

Jessica Bryan of C&S Companies, the City's airport consultant, worked with City staff to identify the projects, estimate the individual project cost, and note the fiscal year in which the project is scheduled for a grant funding request.

The Susanville Municipal Airport Commission (SMAC) and City staff held a special meeting on Monday September 14, 2013 to discuss the 2017 - 2021 ACIP. At this meeting Steve Datema, the City's airport manager, presented the proposed project list for the 2017-2021 ACIP and a power point presentation, prepared by Jessica Bryan. City staff also met with the FAA on October 5, 2015 to discuss the ACIP.

FISCAL IMPACT: If the City receives the anticipated Federal (90%) and State (4.5%) funds, the City's required match would be \$171,600 for the years 2017 through 2021. If State funds are not granted from the Department of Transportation (DOT) Division of Aeronautics, the City's required match would be 10% of grant, \$312,000. Currently City Council allocates \$15,000 per year to the Airport Fund which can be used for matching funds. At this rate the Airport Fund will be allocated \$75,000 for the years 2017 through 2021, which results in a matching funds shortfall of \$96,600, assuming State funds are granted. All attempts will be made to offset project costs with the City's own forces.

ACTION REQUESTED: Motion to adopt Resolution Number 15-5244 approving the Fiscal Year 2017 - 2021 Airport Capital Improvement Plan (ACIP) for the Susanville Municipal Airport and authorizing submission of the updated projects to FAA as required.

ATTACHMENTS: Resolution Number 15-5244
 ACIP Plan

RESOLUTION NUMBER 15-5244
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING THE FEDERAL AVIATION ADMINISTRATION (FAA) FISCAL YEAR
2017-2021 AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP) FOR THE
SUSANVILLE MUNICIPAL AIRPORT

WHEREAS, the Federal Aviation Administration (FAA) conducts their annual update of the Airport Capital Improvement Plan (ACIP) and uses the ACIP to identify and prioritize airport capital improvement needs and to plan the distribution of Airport Improvement Program (AIP) funds; and

WHEREAS, all proposed projects must comply with the National Environmental Policy Act (NEPA), be depicted on the City's approved Airport Layout Plan (ALP), and be included in the City's ACIP submission in order to compete for AIP funding; and

WHEREAS the City is required to identify all proposed projects that it is requesting grant funding for from Federal Fiscal Year 2017-2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville that the Fiscal Year 2017-2021 Airport Capital Improvement Plan (ACIP) projects for the Susanville Municipal Airport are approved as required by the Federal Aviation Administration (FAA).

Dated: December 16, 2015

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution no. 15-5244 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of December, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney



SUSANVILLE MUNICIPAL AIRPORT AIRPORT CAPITAL IMPROVEMENT PROGRAM

DATE: 12/3/15

Airport: Susanville Municipal Airport		State: California			NPIAS#	06-0251	LOCID	SVE
Project Description & Year	Federal Funds	State Funds	Local	Total	Environmental	Start Date	Comp. Date	
	2017							
Land Acquisition (including preparation)	\$ 22,500	\$ 1,125	\$ 1,375	\$ 25,000	CATEX 2016	Jan. 2017	June 2018	
ALP Narrative with PMMP	\$ 112,500	\$ 5,625	\$ 6,875	\$ 125,000	N/A	May 2017	June 2018	
Design Fencing Improvements	\$ 67,500	\$ 3,375	\$ 4,125	\$ 75,000	CATEX 2016	May 2017	May 2018	
2018								
Construct Apron Reconstruction, Phase II	\$ 855,000	\$ 42,750	\$ 52,250	\$ 950,000	CATEX 2017	May 2018	March 2019	
2019								
Construct Fencing Improvements	\$ 337,500	\$ 16,875	\$ 20,625	\$ 375,000	CATEX 2016	May 2019	Jan 2020	
2020								
Construct Taxiway Reconstruction	\$ 1,350,000	\$ 67,500	\$ 82,500	\$ 1,500,000	CATEX 2019	May 2020	March 2021	
2021								
Design Runway Rehabilitation	\$ 63,000	\$ 3,150	\$ 3,850	\$ 70,000	CATEX 2020	April 2021	May 2022	
TOTALS	\$ 2,808,000	\$ 140,400	\$ 171,500	\$ 3,120,000				

AWP ACIP DATA SHEET

Airport Name	Project	Fiscal Year	2018										
Shown On	Type*	Federal Share	Local Share	State Share	Total								
ALP	D	\$ 855,000.00	\$ 52,250.00	\$ 42,750.00	\$ 950,000.00								
Yes	1 - Construct Apron Reconstruction, Phase II												
<p>* D - Development, P - Planning, E - Environmental PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</p> <p>Detail Project Description (Square/Linear Footage or Length/Width) 1 - The asphalt concrete pavement on the existing apron is close to failing. This project is to reconstruct the apron with a new asphalt concrete structural section per FAA standards. This is the second construction phase of this project.</p> <p>Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process) 1 - Anticipated bid opening: May 2018 1 - Construction schedule: July 2018 to March 2019 1 - Anticipated grant closeout: May 2019</p> <p>NEPA Environmental Status (Date of FONSI or CAT-EX Approval) 1 - CAT-EX to be submitted in 2017</p> <p>Land Title Status & Date of Exhibit "A" Status Exhibit A Property Map is current. Date August, 1999</p> <p>Open ALP Funded Projects</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">ALP #</th> <th style="width: 40%;">Expected Close-out Date</th> </tr> </thead> <tbody> <tr> <td>ALP 13</td> <td>December 2015</td> </tr> <tr> <td>ALP 14</td> <td>February 2016</td> </tr> <tr> <td>ALP 15</td> <td>August 2016</td> </tr> </tbody> </table> <p>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.</p> <p>Jared Hancock, City Administrator Name and Title of Authorized Representative (Print or Type) Jared Hancock, City Administrator 530-252-5114 Contact Name and Title (Print or Type) Contact Name and Title (Print or Type) Signature Date Contact Phone (Print or Type)</p>						ALP #	Expected Close-out Date	ALP 13	December 2015	ALP 14	February 2016	ALP 15	August 2016
ALP #	Expected Close-out Date												
ALP 13	December 2015												
ALP 14	February 2016												
ALP 15	August 2016												

AWP ACIP DATA SHEET

Airport Name	Project	Project Description	Fiscal Year	2019	Federal Share	Local Share	State Share	Total
Sussexville Municipal Airport	ALP Type*	1 - Construct Fencing Improvements			\$337,500.00	\$20,625.00	\$16,875.00	\$375,000.00
Yes	D							
<p>* D - Development; P - Planning; E - Environmental</p> <p>PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</p> <p>Detail Project Description (Square/Linear Footage or Length/Width)</p> <p>1 - This project will replace the existing perimeter fencing along the southeastern end of the airport. Currently, there is cattle fencing here, which does not deter animals from entering the airport area. Approximate length of new fence: 5,600 LF.</p> <p>Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)</p> <p>1 - Anticipated bid opening: May 2019</p> <p>1 - Construction schedule: July 2019 to January 2020</p> <p>1 - Anticipated grant closeout: March 2020</p> <p>NEPA/Environmental Status (Date of FONSI or CATEX Approval)</p> <p>1 - CATEX to be submitted in 2016</p> <p>Land Title Status & Date of Exhibit "A" Status</p> <p>Exhibit A Property Map is current.</p> <p>Date</p> <p>August 1999</p> <p>Open AWP Funded Projects</p> <p>ALP 13</p> <p>ALP 14</p> <p>ALP 15</p> <p>Expected Close-out Date</p> <p>December 2015</p> <p>February 2016</p> <p>August 2016</p> <p>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.</p> <p>Jared Hancock, City Administrator</p> <p>Jared Hancock, City Administrator</p> <p>Contact Name and Title (Print or Type)</p> <p>530-252-5114</p> <p>Contact Phone (Print or Type)</p> <p>Signature</p> <p>Date</p>								

AWP ACP DATA SHEET

Airport Name	Project	Fiscal Year	2020			
Shown On	Project Description	Federal Share	Local Share	State Share	Total	
ALP Type	D	1 - Construct Taxiway Reconstruction	\$ 1,350,000.00	\$ 62,500.00	\$ 67,500.00	\$ 1,500,000.00
Yes						
* D - Development; P - Planning; E - Environmental PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS Detail Project Description (Square/Linear Footage or Length/Width) 1 - The existing taxiway pavement is in poor condition. This project is Phase III of the pavement reconstruction project for the taxiway and apron; this portion will include reconstruction of the taxiway pavement. Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process) 1 - Anticipated bid opening: May 2020 1 - Construction schedule: July 2020 to October 2020 1 - Anticipated grant closeout: February 2021 NEPA Environmental Status (Date of FONSI or CATEX Approval) 1 - CATEX to be submitted in 2019						
Land Title Status & Date of Exhibit "A" Status		Date				
Exhibit A Property Map is current.		August 1998				
Open ACP Funded Projects		Expected Close-out Date				
ALP 13		December 2015				
ALP 14		February 2016				
ALP 15		August 2016				
Certification: To the best of my knowledge and belief, all information shown in the ACP Data Sheet is true and correct and had been duly authorized by the Sponsor. Jared Hancock, City Administrator Jared Hancock, City Administrator Contact Name and Title (Print or Type) \$30,252,5114 Contact Phone (Print or Type)						
Signature		Date				

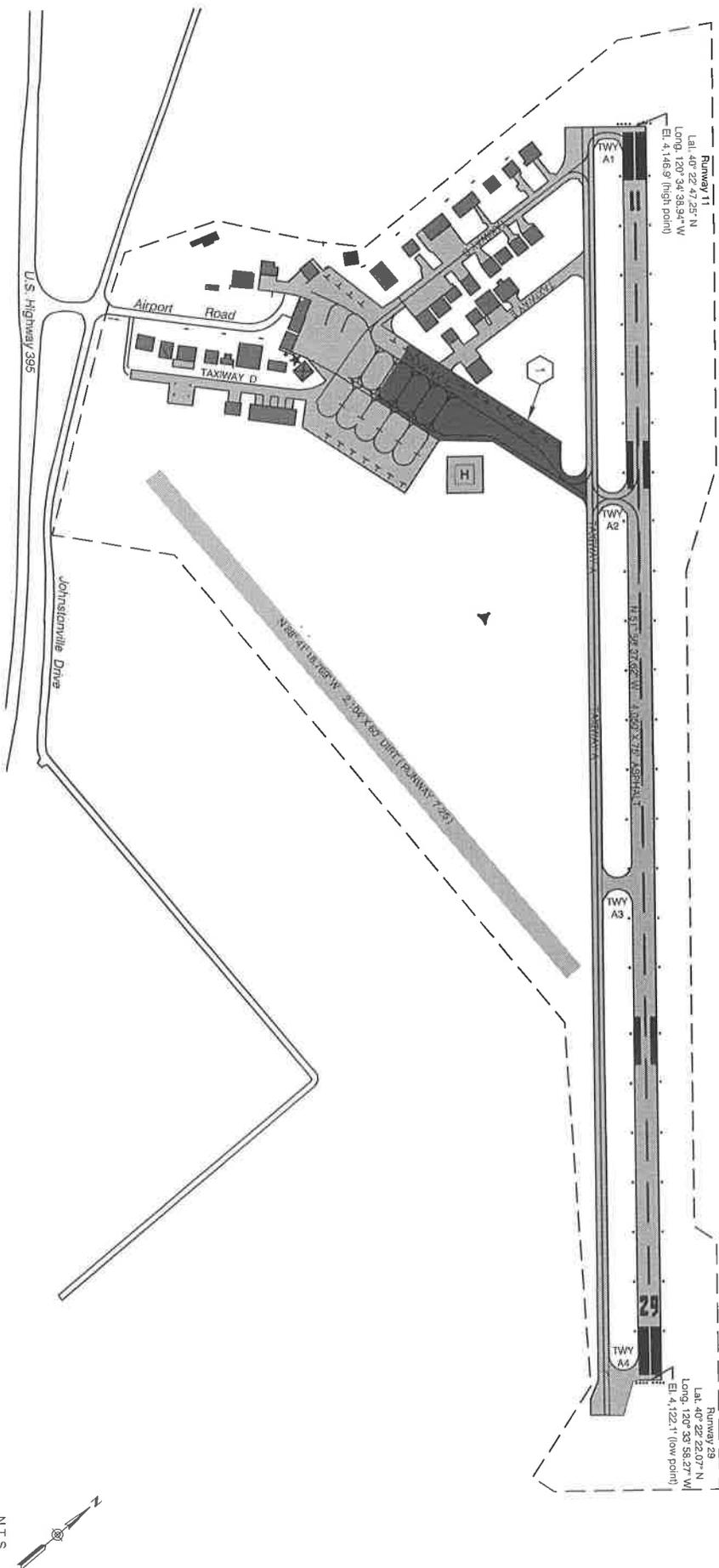
AWP ACIP DATA SHEET

Airport Name	Project	Fiscal Year	Local Share	State Share	Total
Sussexville Municipal Airport		2021			
Shown On ALP	Project Description	Federal Share	Local Share	State Share	Total
Yes	D - Design Runway Rehabilitation	\$ 63,000.00	\$ 3,850.00	\$ 3,150.00	\$ 70,000.00
	1 - Design Runway Rehabilitation				
<p>* D - Development, P - Planning, E - Environmental</p> <p>PROVIDE THE FOLLOWING DETAILED INFORMATION FOR PROJECTS ANTICIPATED WITHIN 1-2 YEARS</p> <p>Detail Project Description (Square/Linear Footage or Length/Width)</p> <p>1 - The runway pavement received an overlay in the early 2000's. It is recommended that asphalt concrete pavement receive a preservative treatment every 3-5 years to extend the life of the pavement.</p> <p>Project Schedule (Anticipated date for bids or negotiated prices, consultant selection for planning or environmental projects, length of construction or design, planning or environmental process)</p> <p>1 - Design schedule: April 2021 to May 2022</p> <p>NEPA Environmental Status (Date of FONSI or CATEX Approval)</p> <p>1 - CATEX to be submitted in 2020</p> <p>Land Title Status & Date of Exhibit "A" Status</p> <p>Exhibit A Property Map is current.</p> <p>Date August 1999</p> <p>Open ALP Funded Projects</p> <p>ALP 13 Expected Close-out Date December 2015</p> <p>ALP 14 February 2016</p> <p>ALP 15 August 2016</p> <p>Certification: To the best of my knowledge and belief, all information shown in the ACIP Data Sheet is true and correct and had been duly authorized by the Sponsor.</p> <p>Jared Hancock, City Administrator Contact Name and Title (Print or Type)</p> <p>630-252-5114 Contact Phone (Print or Type)</p> <p>Signature _____ Date _____</p>					

SUSANVILLE MUNICIPAL AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

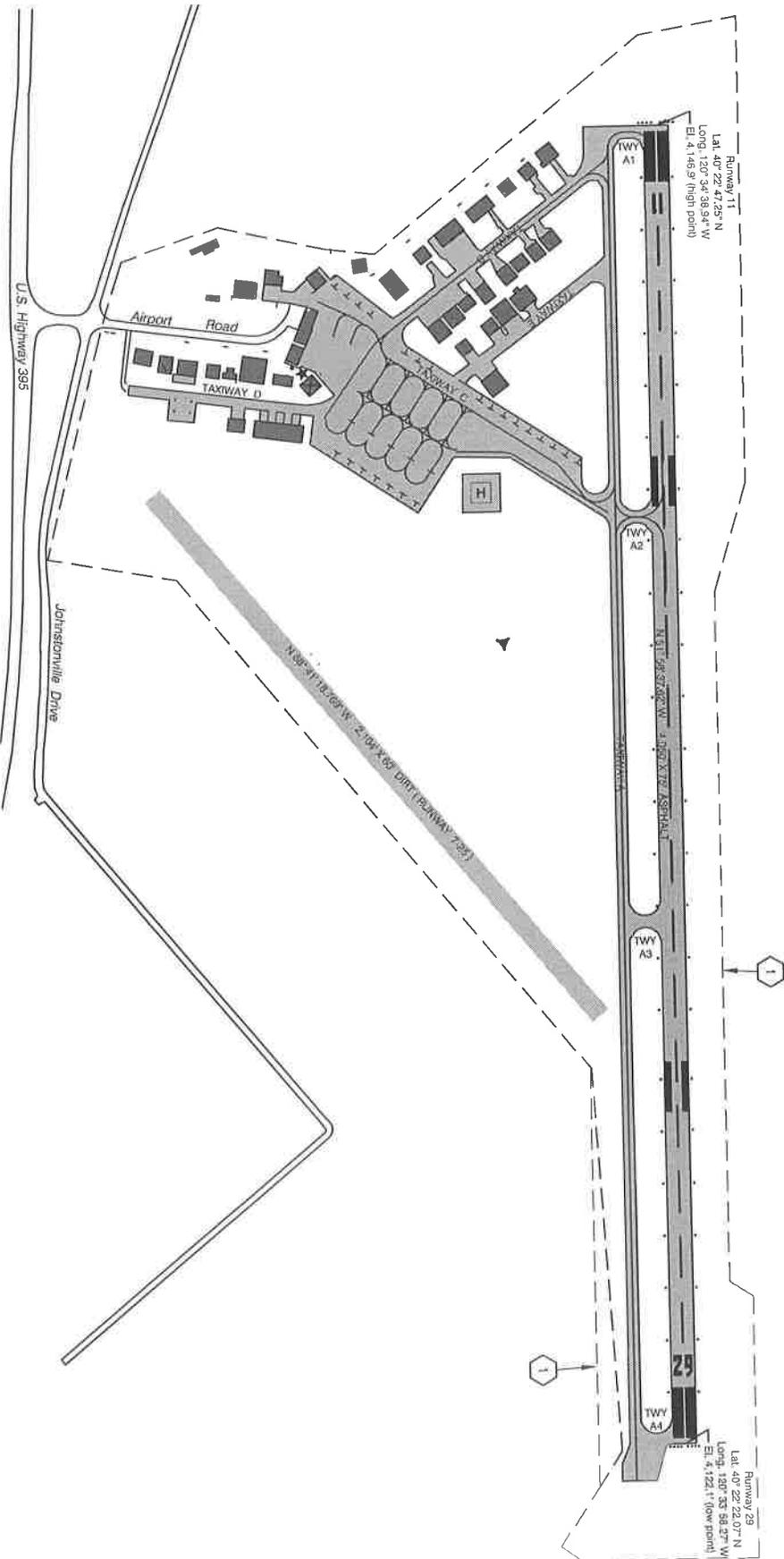
ACIP FY 2018



SUSANVILLE MUNICIPAL AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2019



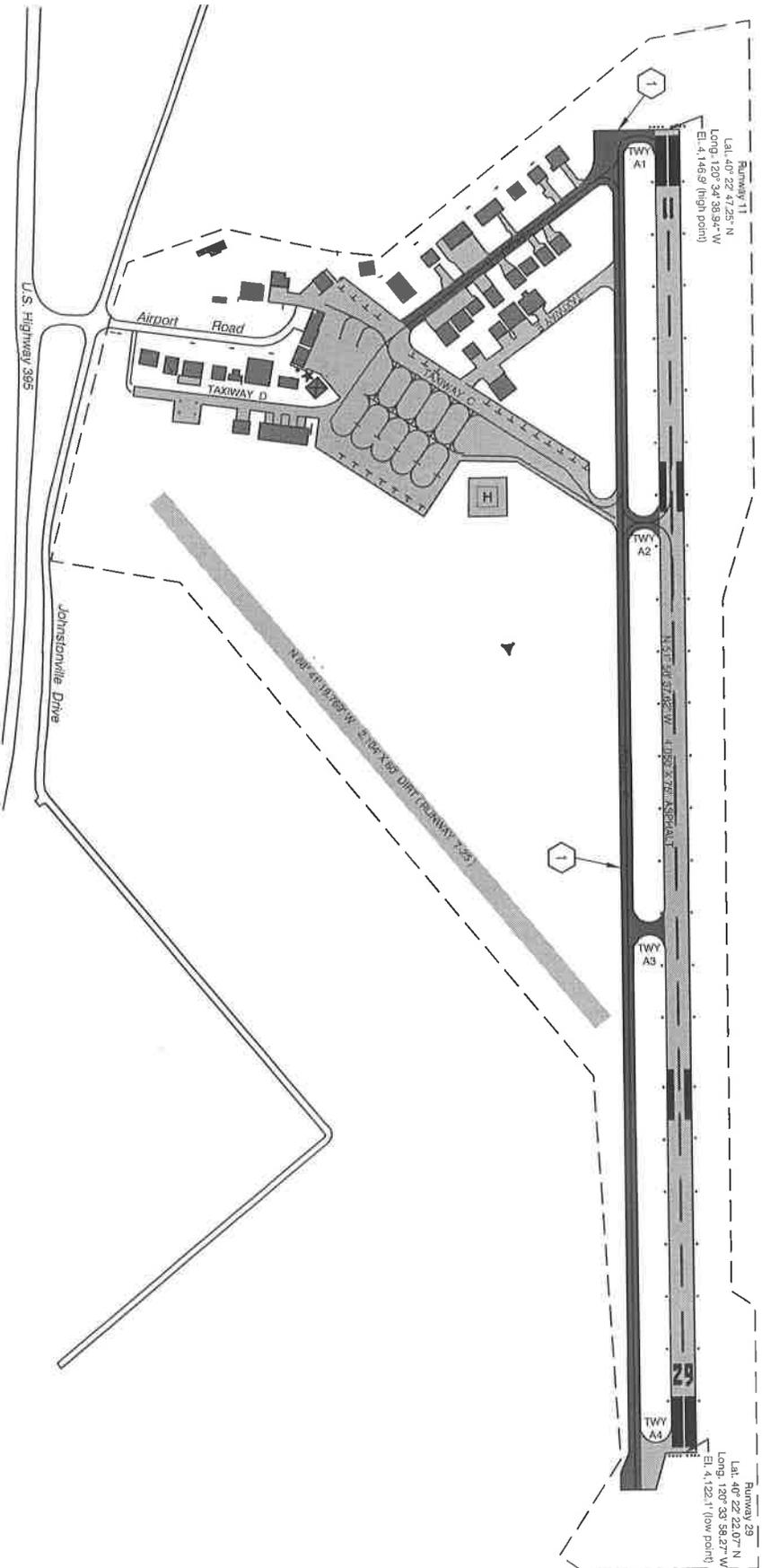
1 CONSTRUCT FENCING IMPROVEMENTS

LEGEND

SUSANVILLE MUNICIPAL AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2020



Reviewed by: dsd City Administrator
_____ City Attorney

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

Submitted By: Craig Sanders, City Planner

Action Date: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Ordinance No. 15-1004** an ordinance of the City of Susanville adding Chapter 8.50 entitled "Very High Fire Hazard Severity Zone" to the Susanville Municipal Code

PRESENTED BY: Craig Sanders, City Planner

BACKGROUND: At the Council's September 16, 2015 meeting, staff presented Cal Fire's local Responsibility Area Very High Fire Hazard Severity Zone maps for the City of Susanville. The maps depict what Cal Fire has determined to be very high fire hazard zones within the incorporated City limits. The Council raised several questions regarding the maps and what the effects of adopting the map would be. At the October 21, 2015 meeting, the Council was provided information regarding the concerns, and directed staff to bring back an ordinance for consideration. At its November 18, 2015 meeting the City Council voted to waive the first reading and introduce Ordinance No. 15-1004. The ordinance meets the criteria set forth in Government Code section 51175-51189 for designation, by ordinance, of very high fire hazard severity zones in the jurisdiction. In addition, a workshop was scheduled for Monday, December 14, 2015 at 6:30 p.m. to provide property owners located within the Very High Fire Hazard Severity Zone an opportunity to discuss their questions and concerns. Staff will present a summary of the December 14th workshop to the Council at the meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive the second reading and adopt Ordinance No. 15-1004 an ordinance of the City of Susanville adding Chapter 8.50 entitled "Very High Fire Hazard Severity Zone" to the Susanville Municipal Code

ATTACHMENTS: Ordinance No. 15-1004
City of Susanville Very High Fire Hazard Severity Zone Map

ORDINANCE NO. 15-1004
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
ADDING CHAPTER 8.50 ENTITLED "VERY HIGH FIRE HAZARD SEVERITY
ZONE" TO THE SUSANVILLE MUNICIPAL CODE

The City Council of the City of Susanville finds as follows:

WHEREAS, the legislature has declared in Government Code Section 51175, Subdivision (a) that: (1) wildfires are extremely costly, not only to property owners and residents, but also to local agencies; (2) wildfires pose a serious threat to the preservation of the public peace, health, and safety; (3) wildfire fronts are not the only source of risk since embers or firebrands can travel far beyond the fire front and become a source of ignition to structures or fuels, (4) it is necessary that cities, counties, special districts, state agencies, and federal agencies work together to bring raging fires under control; and (5) that preventative measures are needed to ensure the preservation of the public peace, health, or safety; and

WHEREAS, the Legislature has declared in Government Code Section 51175, Subdivision (b), that the prevention of wildland fires is not a municipal affair, but is, instead, a matter of statewide concern; and

WHEREAS, pursuant to Government Code Section 51178, the California Director of Forestry and Fire Protection ("CALFIRE") has identified areas within the City of Susanville as "Very High Fire Hazard Severity Zones in LRA" ("VHFHSZ") as shown on a map prepared by CALFIRE dated November 17, 2008.

NOW, THEREFORE, the City Council of the City of Susanville does ordain as follows:

SECTION 1: Chapter 8.50 of the City of Susanville Municipal Code is hereby added to read in its entirety as follows:

8.50 Very High Fire Hazard Severity Zone.

8.50.010 Designation of area

The City of Susanville designates as a Very High Fire Hazard Severity Zones those areas recommended by the Director of the California Department of Forestry and Fire Protection and as shown on the map titled "Very High Fire Hazard Severity Zones in LRA – Susanville" dated November 17, 2008, and retained on file at the City of Susanville, 66 North Lassen Street, Susanville, CA.

8.50.020 Requirements for properties within the Very High Fire Hazard Severity Zone

Properties in the City of Susanville located within a Very High Fire Hazard Severity Zone shall be subject to and adhere to the applicable regulations contained in California Government Code Section 51175 et seq.

Section 2: This ordinance shall take effect 30 days from its adoption by a majority vote of the members of the City Council.

Section 3: The City Clerk shall cause this Ordinance to be published at least twice in *The Lassen County Times*, a newspaper of general circulation, published and circulated within the City.

Section 4: If any section, subsection, sentence, paragraph, clause, term, word or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional for any reason, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion this Ordinance, it being expressly declared that this Ordinance and each section, subsection, clause and phrase hereof would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

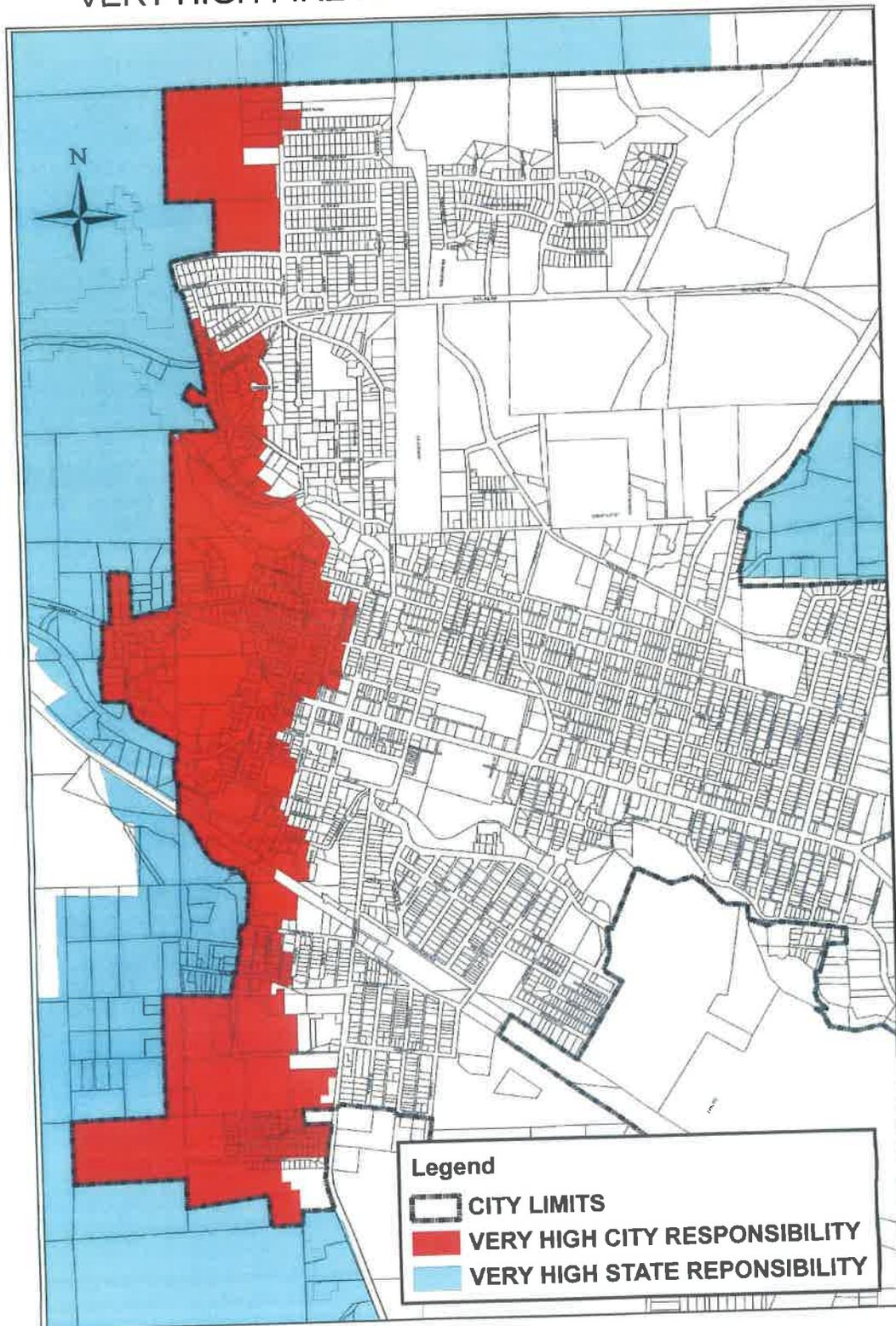
The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Susanville, held on the ____th day of _____, 2015 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

CITY OF SUSANVILLE VERY HIGH FIRE HAZARD SEVERITY ZONE



AGENDA ITEM NO. 12B

Reviewed by: AW City Administrator
 City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

Submitted by: Ian Sims, Project Manager

Action Date: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5240** authorizing City Staff to amend the Federal Aviation Administration (FAA) Grant AIP No. 3-06-0251-13 and to request additional funds and approve a budget transfer from General Fund to the Airport Fund in the amount of \$1,985 for the City's matching funds.

PRESENTED BY: Jared G. Hancock, City Administrator

ANALYSIS: At its September 19, 2012 meeting, the City Council authorized the Mayor to execute Grant Offer (3-06-0251-13) for \$180,000 to complete the Susanville Municipal Airport Design of Pavement Rehabilitation for Taxiways and Apron Project plans and specifications.

Mr. Barry Franklin with the FAA has continued coordination with City Staff regarding a path to fund the repackaging of Apron, Phase I plans into Phase II plans. It is critical for City to be prepared with "shovel ready" plans and specifications once funding becomes available to eliminate delays. Mr. Franklin recommends the City pursue a grant amendment, to AIP 13, which the FAA allows up to a 15% increase of the original grant amount, instead of utilizing the remaining funds in AIP 14.

Per Mr. Franklin's recommendation the City will be requesting an amendment to FAA AIP grant 3-06-0251-013 to acquire additional funds for a total project increase of \$25,546. City Staff understands that this grant is approaching the end of its life, and as such, we will work with Mr. Franklin and his team to close it prior to any FAA mandated deadlines. The scope of work will not change.

FISCAL IMPACT: \$1,985 is needed to satisfy the additional match requirement.

ACTION REQUESTED: Motion to approve Resolution No. 15-5240 authorizing City Staff to amend the Federal Aviation Administration (FAA) Grant AIP No. 3-06-0251-13 to request additional funds and approve a budget transfer from General Fund to the Airport Fund in the amount of \$1,985 for the City's matching funds.

ATTACHMENTS: Resolution No. 15-5240

RESOLUTION NUMBER 15-5240
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING AN AMENDED FEDERAL AVIATION ADMINISTRATION (FAA)
GRANT AIP NO. 3-06-0251-13 AND TO APPROVE A BUDGET TRANSFER FROM
GENERAL FUND TO THE AIRPORT FUND IN THE AMOUNT OF \$1,985

WHEREAS, the City of Susanville executed a General Services Agreement with C&S Companies on July 18, 2012, by Resolution No. 12-4875 to provide consulting services for the Susanville Municipal Airport; and

WHEREAS, the consulting provided on specific projects require approval by City Council; and

WHEREAS, the City received Federal Aviation Administration (FAA) funding to complete the Airport Design of Pavement Rehabilitation for Taxiways and Apron Project, and a Caltrans Match Grant for said project; and

WHEREAS, the City will submit an amendment to increase the grant amount of AIP No. 3-06-0251-13 to fund the repackaging of the Apron, Phase I plans into Phase II plans; and

WHEREAS, a budget transfer from General Fund to the Airport Fund in the amount of \$1,985 to satisfy the additional match requirement.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Susanville authorizes the submittal of an amended FAA grant and to approve a budget adjustment from General Fund to the Airport Fund in the amount of \$1,985.

Dated: December 16, 2015

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 15-5240 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of December, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

Reviewed by: skw City Administrator
 ___ City Attorney

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

Submitted by: Ian Sims, Project Manager

Action Date: December 16, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution 15-5241 authorizing the Mayor to execute Application for Federal Assistance for grant dollars from Federal Aviation Administration (FAA) for construction of Precision Approach Path Indicators (PAPI) Project at the Susanville Municipal Airport.

PRESENTED BY: Jared G. Hancock, City Administrator

ANALYSIS: C&S Companies, the City's Airport Consultant's, completed an Application for Federal Assistance on behalf of the City to receive grant money from the Federal Aviation Administration (FAA) for the construction of Precision Approach Path Indicators (PAPI) Project at the Susanville Municipal Airport in the amount of \$189,415.00 or 90% of the total project cost. The City's match will be approximately \$11,575.00 and the Department of Transportation (DOT) Division of Aeronautics potential match will be \$9,471.00.

FISCAL IMPACT:

<u>Estimated Funding:</u>	
Federal Funds Requested	\$ 189,415
Local Match	\$ 11,575
State Match (DOT)	\$ <u>9,471</u>
 Total Project Cost	 \$ 210,461

ACTION REQUESTED: Motion to approve Resolution No. 15-5241 authorizing Mayor to execute Application for Federal Assistance for grant dollars from the Federal Aviation Administration (FAA) for construction of Precision Approach Path Indicators (PAPI) Project at the Susanville Municipal Airport.

ATTACHMENTS: Resolution 15-5241
Application for Federal Assistance

RESOLUTION NUMBER 15-5241
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING MAYOR TO EXECUTE APPLICATION FOR FEDERAL
ASSISTANCE FOR GRANT DOLLARS AVAILABLE THROUGH THE FEDERAL
AVIATION ADMINISTRATION (FAA) FOR THE CONSTRUCTION OF PRECISION
APPROACH PATH INDICATORS (PAPI) AT THE SUSANVILLE MUNICIPAL
AIRPORT

WHEREAS, grant dollars are available to the City of Susanville through the Federal Aviation Administration (FAA) to complete the construction of PAPI Project at the Susanville Municipal Airport; and

WHEREAS, C&S Companies, the City's Airport Consultants, will be completing the design and bidding services portion for this project in Spring 2016 and have submitted the costs as required; and

WHEREAS, an Application for Federal Assistance has been completed and is ready to be submitted to the FAA for the grant dollars for the next phase of the project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Susanville authorizing Mayor to execute Application for Federal Assistance to the FAA requesting grant money for the construction of PAPI Project at the Susanville Municipal Airport.

Dated: December 16, 2015

APPROVED: _____

Brian R. Wilson, Mayor

ATTEST: _____

Gwenna MacDonald, City Clerk

The foregoing Resolution No. 15-5240 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of December, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____

Jessica Ryan, City Attorney

AIP Grant Application Checklist

AIRPORT NAME: (SVE) Susanville Municipal Airport **DATE:** _____

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 3JFV3

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: January 20, 2016

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the “Yes” and “No” boxes while others require providing additional information as part of the airport’s request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>	✓			
2.	Project Cost Breakdown <i>(attached)</i>	✓			
3.	Project Sketch <i>(at the request of the ADO)</i>	✓			
4.	Project Narrative <i>(attached or within Form 5100-11/101 Part IV)</i>	✓			
5.	Form 5100-100 (parts II - IV) <i>(airport development grants)</i> Form 5100-101 (parts II - IV) <i>(planning grants)</i>	✓			
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>				✓ (Part III - Section E - Remarks)
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	✓			
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>			✓	

**FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM**

APPLICATION

FOR

THE WORK

OF

PAPI Construction

AT

**Susanville Municipal Airport
Susanville, CA**

November 2015

Application for Federal Assistance SF-424

* 1. Type of Submission		* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> New	- Select One -
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Continuation	<input type="checkbox"/> Revision	* Other (Specify)
* 3. Date Received:		4. Application Identifier: SVE	
5a. Federal Entity Identifier: 3-06-0251		* 5b. Federal Award Identifier:	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
* a. Legal Name: City of Susanville			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000439		*c. Organizational DUNS: 094377157	
d. Address:			
* Street1: 66 North Lassen Street Street 2:			
* City: Susanville County: Lassen * State: California Province:			
Country: United States		*Zip/ Postal Code: 96130	
e. Organizational Unit:			
Department Name: Public Works Department		Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: Mr.		First Name: Jared	
Middle Name:			
* Last Name: Hancock		Suffix:	
Title: City Administrator			
Organizational Affiliation: N/A			
* Telephone Number: (530) 252-5114		Fax Number: (530) 257-1057	
* Email: jhancock@cityofsusanville.org			

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title:

13. Competition Identification Number: N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Susanville, Lassen County, California

* 15. Descriptive Title of Applicant's Project:

PAPI Construction

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA 4th

*b. Program/Project: CA 4th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 05/01/2016

*b. End Date: 03/30/2017

18. Estimated Funding (\$):

*a. Federal	189,415.00
*b. Applicant	11,575.00
*c. State	9,471.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	210,461.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Brian

Middle Name:

*Last Name: Wilson

Suffix:

*Title: Mayor

*Telephone Number: (530) 257-1000

Fax Number: (530) 257-1057

* Email: info@cityofsusanville.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p>Item 1. Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p>Item 2. Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4. Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p>Item 5. Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/></p> <p>Location of Plan: Susanville Municipal Airport Master Plan</p>
<p>Item 6. Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p>Item 7. Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project: %</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of: Individuals: Families: Businesses: Farms:</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Environmental Assessment for Susanville Municipal Airport was conducted by Hodges & Shutt in 1996.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

N/A

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The project is located on airport owned property.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: <u>N/A</u>			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 10,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			52,512.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			130,449.00
12. Equipment			
13. Miscellaneous - FAA Flight Check			17,500.00
14. Total (Lines 1 through 13)			210,461.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			210,461.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			210,461.00
20. Federal Share requested of Line 19			189,415.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			189,415.00
23. Grantee share			11,575.00
24. Other shares			9,471.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 210,461.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		11,575.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		11,575.00
28. Other Shares		
a. State		9,471.00
b. Other		
c. Total Other Shares		9,471.00
29. TOTAL		\$ 21,046.00
SECTION E – REMARKS		
<p>Item 6. of AIP Grant Application Checklist - Bidding is anticipated to take place in April 2016, at which time a Bid Tabulation will be submitted.</p>		

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : PAPI Construction

AIRPORT : (SVE) Susanville Municipal Airport

1. Objective:

The existing VASI system at the airport is inoperable and replacement parts are unavailable. This project will be for the construction to install PAPI Units (2 box) on both ends of Runway 11-29, depending on the based on bids results (Runway 29 will be the base bid, while Runway 11 will be an alternate bid).

2. Benefits Anticipated:

The installation of the new PAPI units will improve safety for pilots at this mountain airport.

3. Approach: (See approved Scope of Work in Final Application)

The construction of the PAPI units will be completed through traditional construction contract. C&S Engineers of Sacramento, CA, will serve as the airport's consultant to lead this effort. The design will be completed in March 2016, at which time the project will be bid through a public process. After the bid process, the contract will be awarded to the lowest qualified bidder. Bidding is anticipated to take place in April 2016, with construction beginning in July 2016. Project completion is anticipated in October 2016, with final grant closeout in the spring of 2017.

4. Geographic Location:

Susanville Municipal Airport is located within the City of Susanville, California at Latitude 40°22'32"N. and Longitude 120°34'22"W.

5. If Applicable, Provide Additional Information:

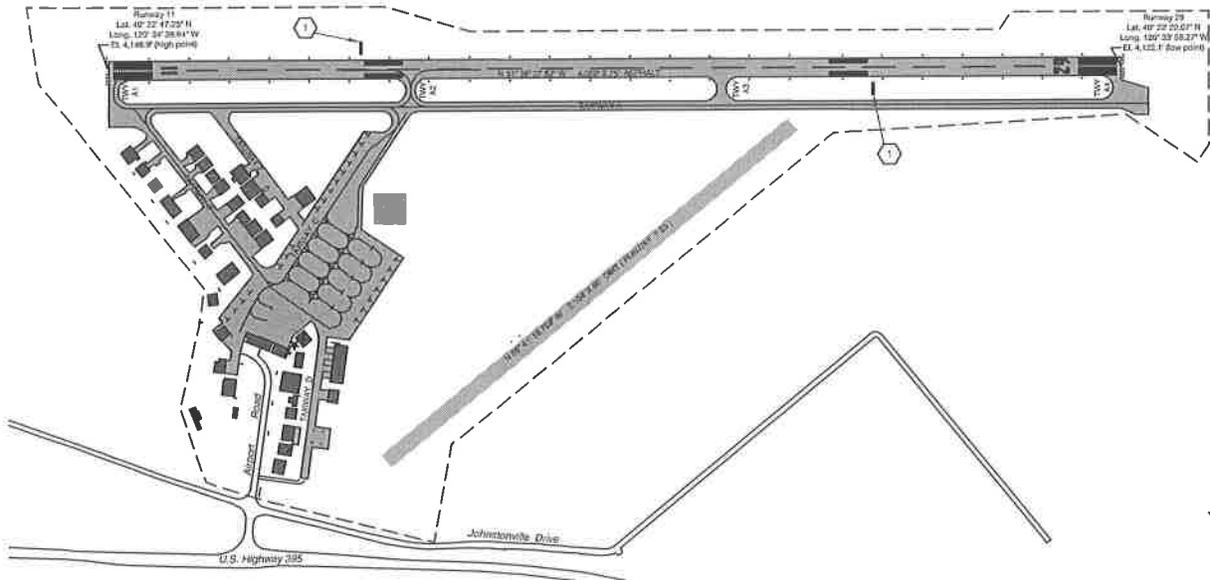
N/A

6. Sponsor's Representative: (include address & telephone number)

Jared Hancock, City Administrator
City of Susanville
66 N. Lassen Street
Phone: (530) 257-1000 Fax: (530) 257-1057
jhancock@cityofsusanville.org

SUSANVILLE MUNICIPAL AIRPORT

FY 16 GRANT APPLICATION
PAPI CONSTRUCTION



LEGEND



① PAPI CONSTRUCTION



PROBABLE PROJECT COST

SUSANVILLE MUNICIPAL AIRPORT
 NEW PAPIs CONSTRUCTION
 SCHEMATIC ESTIMATE

M13.001.00X

11/09/15

ITEM NO	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	REMOVE EXISTING VASI	1	LS	\$7,500	\$7,500
2	INSTALL NEW PAPI	2	LS	\$25,000	\$50,000
3	2" CONDUIT, INCLUDING TRENCHING AND BACKFILL	2,955	LF	\$10	\$29,550
4	600v CABLE	3,005	LF	\$3	\$9,015
5	MISCELLANEOUS ELECTRICAL	1	LS	\$12,000	\$12,000
6	UPGRADE ELECTRICAL SOURCE	1	LS	\$10,000	\$10,000
7	TRAFFIC CONTROL & BARRICADING	1	LS	\$1,500	\$1,500
8	PROJECT SURVEY & STAKEOUT	1	LS	\$3,500	\$3,500
9	MOBILIZATION (6%)	1	LS	\$7,384	\$7,384

ESTIMATED CONSTRUCTION COST	\$130,449
ESTIMATED CITY ADMINISTRATION SERVICES	\$10,000
ESTIMATE LIMITED CONSTRUCTION OBSERVATION	\$52,512
FAA PAPI FLIGHT CHECKS	\$17,500
TOTAL & FAA ELIGIBLE	\$210,461
FAA PORTION	\$189,415
CALTRANS PORTION (5% of FAA Portion)	\$9,471
CITY OF SUSANVILLE PORTION	\$11,575

**SUSANVILLE MUNICIPAL AIRPORT
PAPI CONSTRUCTION
- PROPOSED PROJECT SCHEDULE -**

ID	Task Name	Duration	Start	Finish	Gantt Chart											
					March 2016	April 2016	May 2016	June 2016	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016	January 2017	February 2017
0	PAPI Construction	187 days	Tue 3/15/16	Wed 11/30/16	[Gantt bar from 3/15/16 to 11/30/16]											
1	Bidding and Award	38 days	Tue 3/15/16	Thu 5/5/16	[Gantt bar from 3/15/16 to 5/5/16]											
2	Advertise for Bids	4.2 wks	Tue 3/15/16	Tue 4/12/16	[Gantt bar from 3/15/16 to 4/12/16]											
3	Open Bids	1 day	Tue 4/12/16	Tue 4/12/16	[Gantt bar at 4/12/16]											
4	Analyze Bids	1 wk	Wed 4/13/16	Tue 4/19/16	[Gantt bar from 4/13/16 to 4/19/16]											
5	Make Award Recommendation to City and FAA	1 day	Wed 4/20/16	Wed 4/20/16	[Gantt bar at 4/20/16]											
6	Prepare Grant Application	10 days	Thu 4/21/16	Wed 5/4/16	[Gantt bar from 4/21/16 to 5/4/16]											
7	Submit Final Based on Bids Grant Application to FAA	1 day	Thu 5/5/16	Thu 5/5/16	[Gantt bar at 5/5/16]											
8																
9	Construction	103 days	Mon 7/11/16	Wed 11/30/16	[Gantt bar from 7/11/16 to 11/30/16]											
10	Start Construction	45 days	Mon 7/11/16	Wed 8/24/16	[Gantt bar from 7/11/16 to 8/24/16]											
11	FAA Flight Checks	6 wks	Mon 8/1/16	Fri 9/9/16	[Gantt bar from 8/1/16 to 9/9/16]											
12	Construction Complete	1 day	Wed 8/24/16	Wed 8/24/16	[Gantt bar at 8/24/16]											
13	Final Construction Report	6 wks	Thu 8/25/16	Wed 10/5/16	[Gantt bar from 8/25/16 to 10/5/16]											
14	Grant Closeout	8 wks	Thu 10/6/16	Wed 11/30/16	[Gantt bar from 10/6/16 to 11/30/16]											

Project: PAPI Construction
Date: Mon 11/23/15

Summary [] Project Summary [] Manual Task []



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 - Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

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

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

^{City of Susanville}
“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 3-20-2014 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Susanville Municipal Airport

LOCATION: Susanville, CA

AIP PROJECT NO.: 03-06-0251

STATEMENTS APPLICABLE TO THIS PROJECT PAPI Construction

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Susanville Municipal Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Susanville Municipal Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Mayor

SPONSORING AGENCY: City of Susanville

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title Mayor

STANDARD DOT TITLE VI ASSURANCES

City of Susanville (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Susanville
(Sponsor) _____

(Signature of Authorized Official)

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Susanville
Airport: Susanville Municipal Airport
Project Number: 03-06-0251
Description of Work: PAPI Construction

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of _____, _____.

Name of Sponsor:

Name of Sponsor's Designated Official Representative: Brian R. Wilson

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Susanville
Airport: Susanville Municipal Airport
Project Number: 03-06-0251
Description of Work: PAPI Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
 Yes No N/A

2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
 Yes No N/A

3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
 Yes No N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
 Yes No N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
 Yes No N/A

6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
 Yes No N/A

7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.
 Yes No N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.
 Yes No N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.
 Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2015.

Name of Sponsor: City of Susanville

Name of Sponsor's Designated Official Representative: Brian R. Wilson

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Susanville
Airport: Susanville Municipal Airport
Project Number: 03-06-0251
Description of Work: PAPI Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
 Yes No N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The sponsor's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.
 Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- a. Abide by the terms of the statement
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- Yes No N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
 - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- Yes No N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- Yes No N/A

Site(s) of performance of work:

Location 1

Name of Location: Susanville Municipal Airport
 Address: 66 North Lassen Street
 Susanville, CA 96130

Location 2 (if applicable)

Name of Location:
 Address:

Location 3 (if applicable)

Name of Location:
 Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2015.

Name of Sponsor: City of Susanville

Name of Sponsor's Designated Official Representative: Brian R. Wilson

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Susanville
Airport: Susanville Municipal Airport
Project Number: 03-06-0251
Description of Work: PAPI Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).
 Yes No N/A

2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.
 Yes No N/A

4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.
 Yes No N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.
 Yes No N/A

6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.
 Yes No N/A

7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.
 Yes No N/A

8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.
 Yes No N/A

9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
 Yes No N/A

10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.
 Yes No N/A

Attach Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Susanville

Name of Sponsor's Designated Official Representative: Brian R. Wilson

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Susanville
Airport: Susanville Municipal Airport
Project Number: 03-06-0251
Description of Work: PAPI Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.
 Yes No N/A

2. For all contacts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.
 Yes No N/A

3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts
 Yes No N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
 - c. Publicly opened at a time and place prescribed in the invitation for bids
 - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written request to use competitive proposal procurement method
 - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- Yes No N/A
6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project
- Yes No N/A
7. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records
 - b. Buy American Preferences
 - c. Civil Rights (General Provisions and Title VI Assurances)
 - d. Federal Fair Labor Standards
 - e. Occupational Safety and Health Act requirements
 - f. Seismic Safety (applies only to projects that include buildings)
 - g. State Energy Conservation Requirements (as applicable)
 - h. U.S. Trade Restriction
 - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- Yes No N/A
8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts
 - b. Copeland "Anti-Kickback" Act
- Yes No N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving

Yes No N/A

10. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes No N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes No N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J)
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes No N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:
- a. Only one qualified person/firm submits a responsive bid
 - b. The contract is to be awarded to other than the lowest responsible bidder
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder
 - d. Proposed contract prices are more than 10% over the sponsor's cost estimate
- Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Susanville

Name of Sponsor's Designated Official Representative: Brian R. Wilson

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Susanville Municipal Airport / City of Susanville

AIP #: 03-06-0251

Project Description(s): PAPI Construction

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
 None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
 None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
 None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
 None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009