
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
January 20, 2016 * 6:00 p.m.

Call meeting to order

Roll call of Councilmembers present

Next Resolution No. 16-5251

Next Ordinance No. 16-1005

- 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.

- 3 **CLOSED SESSION:**
 - A CONFERENCE WITH REAL PROPERTY NEGOTIATOR – pursuant to Government Code §54956.8
 - Property: APN 103-340-01
 - Agency Negotiator: Jared G. Hancock, City Administrator
 - Negotiating Party: Lassen Community College
 - Under negotiation: Price/conditions/terms of lease

- 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: Mayor pro tem McBride*
 - *Proclamations, awards or presentations by the City Council*

- 5 **BUSINESS FROM THE FLOOR:**

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

6 **CONSENT CALENDAR:**

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

- A Receive and file minutes from City Council's December 16, 2015 meeting
- B Approve vendor warrants numbered 96173 through 96215 for a total of \$470,610.91 including \$103,597.09 in payroll warrants
- C Receive and file Finance Reports: December 2015

7 **PUBLIC HEARINGS:** No business.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

- A Consider approval of **Resolution No. 16-5249** authorizing STIP Supplement Agreement No. N004 for Susanville Rehab 'FD' project
- B Consider approval of **Resolution No. 16-5250** approving lease agreement with Ken McCormick for Hangar #16 at the Susanville Municipal Airport
- C Consider approval of appointments to the Susanville Airport Commission

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

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

12 **CONTINUING BUSINESS:**

- A Consider approval of Skyline Road Sidewalk Project No. 15-01 Notice of Completion
- B Consider approval of 2015 Water Main Replacement Project Number 15-02 Notice of Completion

13 **CITY ADMINISTRATOR'S REPORTS:**

- A Youth Services Officer Report

14 **COUNCIL ITEMS:**

- A AB1234 travel reports:

15 **ADJOURNMENT:**

- *The next regular City Council meeting will be held on February 3, 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 January 20, 2016 in the areas designated on January 15, 2016.

A handwritten signature in blue ink, appearing to read "Gwenna MacDonald", is written over a horizontal line. The signature is fluid and cursive.

Gwenna MacDonald, City Clerk

Reviewed by: JCA City Administrator
_____ City Attorney

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Gwenna MacDonald, City Clerk

Action Date: January 20, 2016

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's December 16, 2015 meeting

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's December 16, 2015 meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's December 16, 2015 meeting.

ATTACHMENTS: Minutes: December 16, 2015

**SUSANVILLE CITY COUNCIL
SUSANVILLE COMMUNITY DEVELOPMENT AGENCY
SUSANVILLE MUNICIPAL ENERGY CORPORATION
SUSANVILLE PUBLIC FINANCING AUTHORITY
Regular Meeting Minutes
December 16, 2015 – 6:00 p.m.
City Council Chambers 66 North Lassen Street Susanville CA 96130**

Meeting was called to order at 6:00 p.m. by Mayor Wilson.

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

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

1 APPROVAL OF AGENDA:

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

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS:

Kristi Chiu discussed the effort she and her neighbors put forth to form a community watch group, and the role played by the Police Officers in providing guidance and patrolling the neighborhood. She asked the City Council to help citizens take their neighborhoods back by hiring more police officers.

Mary Piawatti stated that prior to moving to Susanville, she participated in a neighborhood watch program. Crime is so bad in town that her neighbor, who has three big dogs, still had someone prowling around and looking into the backyard with a flashlight. She would like to see more police officers and neighborhood watch groups.

Darrell MacChambers stated that he grew up in Susanville and over the years has been active with many different groups and organizations. He stated that he was sad to learn of someone who wants to move out of the area because of crime. The police department needs dollars, and he asked that the City Council put the police, fire and medical first. If citizens do not feel safe, they will not go out into the community to shop, have dinner, or go to a movie. There are a lot of ways citizens can make the community safer, such as the neighborhood watch group, but they need the support and backing of City Council to be successful.

Mike Pickens stated that he works for another government agency in town and it scares him to think there are people in town who are not able to do what they need to in order to get the job done. He urged the City Council to do what they can to support law enforcement.

There were no further comments.

3 CLOSED SESSION: At 6:12 p.m. the Council recessed to Closed Session to discuss the following:

A PUBLIC EMPLOYMENT – pursuant to Government Code §54957:

1 Agency Negotiator: Jared G. Hancock
Bargaining Unit: SPOA

Closed Session recessed at 6:59 p.m.

4 **RETURN TO OPEN SESSION:** At 7:02 p.m. the City Council reconvened in Open Session. Staff present: Thomas Downing, Police Chief; Dan Newton, Public Works Director; James Moore, Fire Chief; Deborah Savage, Finance Manager; Craig Sanders, City Planner and Gwenna MacDonald, City Clerk.

Mr. Hancock reported that prior to closed session, the agenda was approved with no changes. He stated that in Closed Session the City Council gave direction but there was no reportable action taken.

Mayor Wilson offered a Thought of the Day.

Chief Downing introduced Police Officer Trainee, Frederic Foulk, stating that Mr. Foulk would be leaving to attend the Police Academy, and returning to work for the City in June 2016.

5. BUSINESS FROM THE FLOOR:

Mayor Wilson announced that in the past few days a lot of information has been shared throughout the community, some true and some not true. The claim that the City would be laying off Police Officers was reported through local media, and it is simply not true. It has never been considered or discussed, and he stated that he was unsure where the information came from. The advertisement in the paper created a discussion that was not necessarily true which added to the rumor. He requested of those present that if they are making decisions, to base those decisions on actual facts, and not rumors. He stated that the City Council has always been supportive of staff, law enforcement, and the Police Department, and while they may not be in agreement regarding negotiations, that is in no way an indication that the City will be laying off Police Officers.

Chris Cole, Sierra Daily News, stated that he was the source of that news story, and unequivocally stands by his sources, and stands by the credibility of those sources.

Mayor Wilson responded that he is at the City Council meetings, and in those discussions at no time has it ever been mentioned to make the choice between the community swimming pool or Police Officers.

Chris Cole stated that his source was reliable, and he stands by the integrity of the information. He pointed out that the City has a competent attorney and could choose to litigate if the City sees fit.

Mayor Wilson responded that the City has no interest in litigation, and reiterated that he is at every meeting, in open session, in closed session, and the story is simply untrue. He added that these are the types of rumors that create problems for the City with forming relationships and trust, and during the bargaining negotiation process, a certain level of trust is required.

Chris Cole responded that he does not deal in rumors, and is a cautious man, and admitted that the information had not been shared at a meeting, and that Mayor Wilson was not in attendance when it was shared.

Mayor Wilson replied that if it was not said at a meeting, then it was not the City Council's position. The Council is at least three members, and anything one says is not representative of the City Council, and the Council has absolutely never discussed laying off any police officers.

Chris Cole stated that he believed the Mayor was strongly supportive of law enforcement.

Mayor Wilson requested comments from the public.

Barbara Keeling stated that she lives in Janesville but spends much of her time in Susanville. She moved to the area from Redding where they have dedicated a lot of money to beautification, swimming pools and parks, however the areas are so unsafe that everyone is afraid to use them. The City needs law enforcement, and the officers should be given more than a one percent increase. She totally supports law enforcement and will not take children to a swimming pool, as it turns out to be nothing but a hangout for drug users and pedophiles.

Taylor Lohr commented that he moved his family to Susanville in 1987, and it was a small town with little crime and more police officers. The world of criminals and drugs and terrorism have evolved, and it has become a problem. The crime statistics for Susanville are high for a community of its size. His son-in-law was named Officer of the Year by the Veterans Association, and he has moved out of the area along with three other Officers of the Year. The community asks a lot of its officers, and they are understaffed, underpaid and underappreciated. He stated that he would appreciate it if the City could get through negotiations so the officers could fight crime, and not each other.

Officer Brian Rowe spoke regarding the negotiations process, identifying himself as a bargaining unit representative. He explained various daily challenges in his job as a first responder to crime scenes, and community events such as Shop With a Cop that are sponsored by the Susanville Peace Officers Association, stating that they do it for the community. He has seen officers receive injuries, blow out knees, get bitten by dogs, and the big question during recruitment trips is the one of trust between the City and the officers. He would like to continue saying that trust is a top priority for the City Council.

Annie Westerbeke stated that she has been a victim of crime and has called the police department and they are always very responsive. She has tried to help various people over the years who have fallen on hard times, and drug use has continued to be a huge problem, causing people to lose everything. She talked about the rise in theft, and urged the City Council to support the police department. She asked if the one percent increase rumor was even true, and who it is that negotiates with the officers, and if it was an outside firm.

Mr. Hancock responded that the City does not utilize an outside negotiating firm, that the discussions take place between representatives from the Susanville Peace Officers Association and the City Council.

Mayor pro tem McBride commented that, in regards to the one percent cost of living increase, it is not the only monetary increase that the officers receive. They receive monetary incentives for education and training, merit increases, and they have received increases in the last three years. Last year they received 12 percent, 3 percent the year before, and 3 percent the year before that. Prior to his election to the City Council, no City employee had received a raise in six years, and they have received something every year since. The budget is tight and the Council cannot always give as much as the employees may deserve, but they try to give something.

Officer Terra Avilla stated that she moved to Susanville from Nevada where she worked as a peace officer, and she loves Susanville and knows that the members of the City Council love the community too, or they would not be serving as councilmembers. The long term officers are topped out for merit

increases, so the cost of living is the only increase they will receive, and one percent does not begin to keep up with inflation. It is heart breaking that they keep leaving, and she stated that they want to find solutions in order to keep the senior officers from leaving.

Dray Darbet spoke in support of the police officers by sharing an experience she had with the Susanville Police Department, that they were responsive and helpful, and seemed shocked that they were invited into her home and treated respectfully when they responded to the call.

Tina Lohr spoke regarding the salary disparity between the City of Susanville and High Desert State Prison, where she works as a correctional officer. The prison pays three times what they make as police officers, but they chose to work at the City, so the Council should make it worth their while.

Sergeant Mike Bollinger spoke about the sense of family that exists in the community and that he moved back in 2005, and whenever new officers come on board, he prays that they will choose to stay and make Susanville their home too. It builds longevity and trust, improving the relationship between citizens and the officers and makes everyone's job easier. It does not do the community justice to see officers continuing to leave.

Chris Cole stated that many in attendance may not realize it, but the City took out a loan to build the swimming pool, and put the police department building up as collateral. He asked if there were any other alternatives, adding that it sends the wrong message to the community.

Mr. Hancock responded that the decision to move forward with a community facility was weighed through many budget discussions with City Council, along with every other service that the City provides, and it had no impact on the ability to function as a City. Rather than use cash or reserves that the City has saved, a loan for construction was the best option and utilizing a City facility as collateral allowed for a significantly lower interest rate. When considering large projects, the City works with a bonding company, views the assets as a whole and whatever will result in the lowest interest rate is the facility that is used. City Hall has been used as collateral, and in a few years when those bonds are paid, it will likely be the next facility that is used and the Fire Department was used several years ago as well. Mr. Hancock stated that the City is not four separate departments, the City is a whole, and everyone works together to provide the best services possible for the community. The loan model is common among government entities and it is likely one that the City will continue using in the future.

Chris Cole asked if Mr. Hancock had ever gone on a ride along with any of the police officers.

Mr. Hancock responded that he had many times, and he is very engaged in the activities of the City's police and fire divisions.

Ron Mostovoy stated that he has been a resident of the City for 18 years and has had reason to call the police many times over the years, and they always pull him out of the depths of whatever problem he has found himself in, with no questions asked. He stated that the training money the City invests in officers just goes to waste if they leave the community for a better job somewhere else.

Frank Avilla, Training Coach, Lassen Community College, stated that as the spouse of a police officer, there is a certain level of concern when he knows that his wife goes out on calls without the right level of staffing or backup. She works as the School Resource Officer, and that can be a pretty scary deal at times.

The community is great, and people do want to move here, which is outstanding, but how can the City attract younger people who want to actually stay.

An unidentified woman stated that she moved here from Reno due to medical treatment, and there is a big drug problem in the community. Criminals know how many police officers the City has, and they take advantage of the low staffing to come here because they know they can get away with more crime.

Chris Cole asked Mayor pro tem McBride if he has ever gone on a ride along with a police officer.

Mayor pro tem McBride responded that as a volunteer with the Susanville Fire Department, he has worked side by side with the Officers on many occasions, and he knows how hard they work. The City dedicates seventy-five percent of the entire General Fund to public safety, which includes police and fire. It is a priority to him personally and to the Council as a whole, adding that if the City had a penny more to give, they would.

Chris Cole stated that he works between eighty and ninety hours a week, is a single parent, is involved with numerous boards, and often does not feel well, but he thinks it is a Councilmember's responsibility to ride along with the police officers. He asked for an assurance from Mayor pro tem McBride, as a future Mayor of the City of Susanville, that he will go on a ride along with the officers.

Mayor pro tem McBride responded that he absolutely can promise his support of law enforcement. He stated that when he was elected to the City Council four years ago, none of the City employees had been given an increase in six years, and he fought to give raises, and every year since they have been given something. He stated that he fought for them because he cares about the community and the employees, and has worked with the officers through numerous emergency events, knows how hard they work, and he appreciates them and knows exactly what is at stake for them when they are on the job.

Chris Cole responded that the criminal element that is coming into town is more sophisticated, and it requires that the Council remain engaged and involved to know what is going on in town. If you do not, the town is going to fall apart and as elected leaders it is imperative that you get into a car with a police officer and see what they deal with on the job every day.

Mayor Wilson asked Mr. Cole why he had not asked Councilmember De Boer, Councilmember Callegari or himself whether or not they had gone on a ride along with an Officer.

Chris Cole responded that it was because he knew the Mayor had been on ride alongs, and that Councilmembers Callegari and De Boer were retired law enforcement. The City has some serious issues related to economic growth and the crime crisis, and he understands that some of the stories have been harsh, but he is probably not done with covering the issues due to principle. The City has a remarkable police force, and they should be paid what they are worth.

Rita Luallen stated that as a citizen of Susanville she cannot walk outside at night alone without fearing for her safety. The City is concerned about a swimming pool, but they should be concerned with citizens feeling safe.

Barbara Keely commented that her son attends the Long Valley Charter school located at Main and Lassen Street, and he is 14 years old, and she does not feel comfortable having him wait outside to be picked up because of the foot traffic in the uptown area. She is a State of Jefferson committee member,

and requested more information regarding borrowing money against the police station to build a pool. The City needs more police officers, and they need to pay the officers they do have more money.

Mr. Hancock responded that the City Council has never had a discussion regarding the swimming pool versus police officers. The Council has taken steps to improve the salary and benefits for all city employees, and public safety continues to be a top priority.

Barbara Keely asked what is more important, a beautiful community or money for police officers so the citizens are safe.

Mr. Hancock responded that there is no one answer to the question; if there are no shops for customers, or homes to buy, or jobs for people to work at and support their families, if there are no public facilities, or roads that are paved, then there is no community. These are all of the priorities to provide the most economically vibrant community as possible and it takes every one of its citizens working together to make that happen. There has never been a discussion or decision made by the City Council to prioritize one over the other.

Mayor Wilson commented that he moved to Susanville eight years ago and at that time, the shopping center in the middle of town where DMV is located was nearly vacant, and now every space has been filled with businesses. The development across the street has three new businesses and the Rite Aid store is relocating to a much larger building in the center of town. It is all part of the over-all plan to increase property taxes and sales tax. The City budget is \$5 million per year, with the police department getting over fifty percent, and much of that is salaries. When the Fire Department is included the budget for public safety is over seventy-five percent, so to claim that the City Council does not care about or prioritize public safety is untrue, and unfair. Before the recession, the City's revenue was \$7 million, and if the City does not do something to increase revenues, there will not be any raises for anyone. Everyone can all agree that they deserve more than what the City is able to give, but there is a limited amount of funds, the City does not have it to give. A person can claim that a swimming pool is a waste, but others may believe the airport is not needed, or the golf course is not a necessity, but those are things that play a key part in the economic vitality of a community. Every time a person gets in their car and goes to Reno, or Redding, or Chico to shop and spend their time, those are dollars that could be spent in Susanville. As a Council, the City is doing everything we can to increase the revenues so that we can do more for the employees and the community.

Mayor pro tem McBride commented that he grew up swimming at Roosevelt Pool, and it kept him away from bad things and out of trouble that he would have gotten into, and the kids in Susanville today deserve the same opportunity.

Councilmember Callegari discussed the lack of citizen participation that resulted in the City Council voting to return a \$2 million dollar grant that had been awarded by the State for the construction of a park. He stated that he sees the pool as a utility and none of the enterprises should be subsidized from the General Fund. He was happy to see so many citizens present and participating in the process, and thanked everyone present for their comments.

Tina Lohr asked how citizens could be encouraged to come and participate in the process to let the Council know what their priorities are. She does not golf and will not use the pool, and nobody will if they do not feel safe, adding that building those facilities is pointless if nobody uses them.

Taylor Lohr asked if the City applies for grants or additional money to assist in the budget.

Chief Downing responded that the department does not use a professional grant writer, and many of the grants require a substantial local match in order to apply. The City does receive \$100,000 per year to fund school resource officers, but things such as traffic grants to pay for a patrol officer are very competitive.

Paul Stanley stated that he is a retired Peace Officer, and one percent represents fifteen cents per hour. A career in law enforcement means a shortened life span, heart attacks, diabetes and a high divorce rate. Nobody does it for the money, it is a calling, and you are spit on and abused, but it is a sacrifice that you are willing to make to protect your community.

Darrell MacChamber quoted from Scripture, and stated that he prays for the police officers for when they are called out, he wants to know that they are responding and that God is watching over them.

Brandon Vincent stated that he has worked at the Sheriff's office for nine years, and recently became a citizen of Susanville. It's a great city and he understands the restrictions that budget place on the City's ability to staff the Department. He participated in negotiations at the County and through that process learned a lot. At the County, the staff had not had a raise in the past eight years, and the new officers did not necessarily care what had happened in the past eight years. For the long term officers, they negotiated an offer to add a sixth pay step as a means of providing something to longevity employees without increasing the entry level pay for new people joining the department. He encouraged the City to look to the future, and recognize that crime statistics are getting worse, and the increased need for Officers due to business expansion. He stated that the department needs to be expanded, as the Department is running four shifts with only three sergeants. He discussed issues related to the homeless problem, including residential and commercial burglaries and theft.

Paul Stanley stated that the recent Active Shooter drill event that the department conducted was very positive and beneficial, and encouraged more training opportunities such as that. He commented that he believes if a person complains, they should offer a solution, and suggested that since the Fire Department has a volunteer program, the City should explore the possibility of implementing one for the Police Department as well. With the number of peace officers and correctional officers in the community, it should be simple to provide a stipend and provide additional help for events such as the fair, traffic control for parades, and assist the neighborhood watch groups. The City has a proven model with the Fire Department, and it should be used.

Officer Jesse Leiss stated that as the President of SPOA, the group receives great support from the community, and he invited the City Council to meet with the Police Officer's association directly. What has been occurring is not working, and while it was great to receive a twelve percent increase last year, nine percent of that was utilized for employees to pay into their own retirement accounts.

At 8:34 p.m. Mayor Wilson thanked those in attendance for their comments and input, and called for a brief recess before continuing on with business.

At 8:37 p.m. the City Council reconvened to consider the following:

- 6 **CONSENT CALENDAR:** Mayor Wilson reviewed the items on the Consent Calendar:
 - A Approve vendor warrants numbered 95827 through 95995 for a total of \$674,849.07 including \$290,554.72 in payroll warrants

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

7 PUBLIC HEARINGS:

7A Consider approval of Resolution No. 15-5227 approving Commercial Operator rate structure for Susanville Municipal Airport Mr. Hancock explained that 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 developed a standard commercial operator fee based upon Federal Aviation Administration Guidelines, which state that the rates charged to commercial operators be fair and reasonable, but they do not require utilizing a single rate-setting approach. He explained that the proposed method calculates annual operating costs and charges a percentage of those costs to be recovered from commercial operators. The annual operating costs do not include depreciation expenses for FAA-funded improvements, but would include depreciation expense for City funded improvement which would be matching funds to complete airport projects as well as annual maintenance costs. The annual operating cost for the current fiscal year, minus depreciation, is \$141,059.37 and a 7.5 percent rate would be an operator fee of \$10,579.45 per year.

The establishment of a 7.5 percent Commercial Operator Fee plus the addition of a 5 percent annual inflation factor would be included in the negotiation of each new commercial operator lease and 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.

Mayor pro tem McBride stated that when the City first began discussions regarding a standardized fee, he envisioned larger commercial operations, and \$10,000 seems minimal, however for small commercial operators that amount would be very high. He stated that staff may reconsider an approach to offer smaller businesses an opportunity for an affordable rate when they start up a business.

Mr. Hancock asked if the Council would like to propose another rate category and if so, the current category could be adopted with direction to create another tier for smaller businesses.

Councilmember Garnier asked what other airports in other counties are doing, adding that staff has conducted a lot of research.

Mr. Hancock responded that a lot of areas are not really similar and those with an established structure tend to be larger airports with a lot of different categories for commercial operations, and would like an opportunity for the FAA to weigh in if the City is going to create a second rate category for smaller commercial operations.

Mayor Wilson opened the public hearing at 8:43 p.m. and requested comments.

There being no comments or questions, at 8:44 p.m. he closed the public hearing.

Motion by Councilmember Callegari, second by Councilmember De Boer, to approve Resolution No. 15-5227; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

The City Council directed staff to research and develop a rate appropriate for small commercial operators, and bring back for City Council consideration.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

9A 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 Mr. Newton explained that over the years the City has had a number of verbal agreements with various agencies to allow the City to perform clean up and maintenance activities along the streams, creeks, and river corridor areas in the City of Susanville. In an effort to provide one larger umbrella of agreements and in order to improve accessibility and prevent flooding, staff has met with the California Department of Fish and Wildlife representative to discuss the ongoing activities that are needed on an annual basis, as well as address specific areas of concern along Paiute Creek and the Susan River. The agreement that has been developed provides the City permission to perform a variety of functions specific to our needs from June through October each year as listed under Exhibit B in the agreement. The Agreement includes special permission granted to enter these areas and perform activities conducive to allowing access in April each year for the Junior Fishing Derby.

Mr. Newton added that the new Agreement includes language that the City will prepare reports for submittal to the Department of Fish and Wildlife on the intended projects and actual projects performed as allowed under the permit. Once the Agreement is executed by the City and returned to CDFW, the Department will process and pursue the needed environmental document in order to issue an official Agreement.

There were no questions or comments.

Motion by Councilmember De Boer, second by Mayor pro tem McBride, to approve Resolution No. 15-5238; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

Mayor Wilson thanked Mr. Newton for the clean-up conducted by staff on Paiute Creek and Main Street.

9B Consider approval of application submittal for Federal Emergency Management Agency (FEMA) Assistance for Firefighters Grant Chief Moore reported that FEMA offers grant funding through the Assistance for Firefighters Grant, and this year \$306 million is available to departments with an emphasis on Operations & Safety and Vehicle Acquisition. The Susanville Fire Department is proposing to submit an application to acquire a new ladder truck. The Department's current ladder truck is a 1976 model purchased in 2009, and a newer truck would provide a higher level of safety for the community and to Fire Department personnel.

The total cost for a new truck would be approximately \$755,000 and if funded, the grant would require a five percent City match. The current authorization would be to allow submittal of the application only, and if funded, it would be necessary for City Council to authorize acceptance of the award, and commit the matching funds. Chief Moore added that the grant application period is open December 7, 2015 and closes January 15, 2016.

Councilmember Garnier remarked that the five percent match would be \$38,000 and asked if those funds would be available.

Chief Moore responded that the Fire Mitigation fund would be used to provide that match, if needed. Councilmember Callegari stated that if the City is successful in getting the grant and buying a new engine, that the old one should be surplus locally and not shipped out of the country.

Chief Moore responded that new regulations require that the existing truck be decommissioned and scrapped, and they are no longer allowed to declare as surplus and donated to another agency.

Mr. Hancock added that as development occurs within the City, fees are paid into Police, Streets, and Fire mitigation funds, and those funds are utilized for equipment purchase, facility improvements, and related expenses.

Motion by Councilmember Garnier, second by Councilmember Callegari, to authorize submittal of FEMA AFG grant application; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9C Consider options for ownership of 71 acre parcel on Skyline Drive APN: 101-271-16 Mr. Hancock reported that the City discussed an item at the December 2, 2015 meeting regarding a 71 acre parcel on Skyline Drive that the City acquired in 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 which is located within the Miller-Fletcher Assessment District. There are additional unpaid assessments associated with the property, with an anticipated pay off date of September 1, 2017. The property is undeveloped with one large well which would be an asset to the water system. There are options available for the Council to consider in determining the best options for ownership of the asset and corresponding payment obligations, to include having 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 revenue from selling or subdividing the property would go to the Water Fund. A resolution formalizing the action would be brought back for consideration at a subsequent meeting. Mr. Hancock requested comments or direction from the City Council.

Mayor Wilson stated that it was not necessarily his intention to transfer the property to the Water Fund, as there are advantages to keeping it as an asset owned by the General Fund, it was the intent to provide clarity and ensure that the City Council understands and authorizes the ownership of what is a potentially valuable asset.

Mr. Hancock responded that at the time of acquisition, discussions took place between the Council, City Administrator and City Attorney and at that time, the Water Fund did not have money available for purchasing the property, so it was purchased by General Fund money. In the event that the Council chooses to leave the property where it exists as a General Fund asset, it would also be an option to create smaller parcels around the location of the well that could ultimately be transferred to ownership by the Water Fund.

Councilmember Callegari asked if there were three wells located on the property.

Mr. Newton stated that there are, however the one large production well on the 71 acre parcel, and the other wells are just casings with no other improvements.

Councilmember Garnier asked which process would be the most straightforward regarding the ownership of the property.

Mr. Hancock stated that it had been requested to bring the item back for discussion to provide clarity as to the ownership of the property, and it would be the simplest to leave it in the General Fund where it is.

Mayor pro tem McBride agreed that ownership should be retained by the General Fund.

Motion by Councilmember De Boer, second by Councilmember Garnier, to retain ownership of the 71 acre Skyline Drive property as an asset in the General Fund; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9D Consider approval of Resolution No. 15-5242 authorizing Hangar Lease for Hangar #38 Mr. Hancock reported that on November 4, 2015, the City Council was presented with and declined the option to purchase Hangar #38, owned by Marvin and Eric Hamann. On November 17, 2015, Steve Datema purchased the Hangar and is required to execute an Airport Hangar Land Lease Agreement with the City.

Motion by Mayor pro tem McBride, second by Councilmember De Boer, to approve Resolution No. 15-5242; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9E Consider approval of Resolution No. 15-5244 approving Fiscal Year 2017-2021 Airport Capital Improvement Plan for the Susanville Municipal Airport Mr. Hancock reviewed the process of utilized by the Federal Aviation Administration to provide funding for airport capital improvement projects. The City Council reviewed a draft Capital Improvement Plan and authorized submittal of the Plan to the FAA for review and consideration. Often times the FAA will provide comments and feedback regarding the project eligibility for funding due to project scope, or provide recommendations to shift projects from one year to the next based upon the size of the project as it relates to anticipated funding eligibility. At this point it is less of an issue as there is very little predictability in funding to the FAA so they are not able to anticipate which years they will receive more or less funding. The City received the draft ACIP back from the FAA with few comments, so at this time it is necessary for the City Council to review and adopt the final Airport Capital Improvement Plan.

Mayor Wilson asked what the balance was in the account the City funds each year to provide project matching funds for Airport projects.

Ms. Savage responded that there is currently approximately \$3,000 in the account, and that the City pre-funded the account for the 2015-2016 fiscal year, so there was no transfer made in the current fiscal year.

Mayor Wilson asked if any matching contributions have been made in the current fiscal year.

Ms. Savage replied that no matching funds have been committed in the current fiscal year.

Mayor Wilson referred to the Apron Reconstruction project, and the bids coming in under budget which allowed a larger project to be completed, so that the transfer did not have to be made during the current year. He remarked that it seems as if there should be more than \$3,000 in the account.

Mr. Hancock confirmed that some of the funds in the prior year were not spent because the lower-than anticipated project cost resulted in a lower City match requirement, and action was not taken to carry forward the savings. He clarified that the current discussion is looking only at the current budgeted year.

Mayor Wilson responded that the account was set up to be funded at \$15,000 in order to plan and provide for City match requirements for airport projects. If the City looks ahead to 2018 and 2020 projects, there will not be adequate money in that account to fund the required match amounts. He stated that he was very concerned and that the City begin planning and preparing now for some of those larger projects.

Mr. Hancock stated that the Mayor had expressed similar concerns the last time the Council considered this item, and it all relates back to an updated strategy at the airport. The Council took one step towards that direction by approval of the standard Commercial Operator rates, and staff is continuing to look at lease rates and opportunities to generate more revenue at the airport so that it can become as self-sustaining as possible. The FAA will provide more flexibility if they see that the City has programmed more projects than we receive entitlement funding for, and they will look at their funding options to identify additional grant funding and money that may be available to put towards some of the bigger projects.

Mayor Wilson asked how much money is available through the federally funded entitlement payments.

Mr. Hancock responded that the City just received an update from the FAA and there is approximately \$177,000 available.

Mayor Wilson commented that the Federal contribution will not be sufficient to fund the projects scheduled for 2018 and 2020.

Mr. Hancock stated that project funding for the design of the PAPI project will be tied to Federal funding, and with money tied to the Federal budget process, it is not anticipated that the 2016 money will be allocated for some time.

There was no further discussion.

Motion by Councilmember De Boer, second by Mayor pro tem McBride, to approve Resolution No. 15-5244; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

10 SUSANVILLE COMMUNITY DEVELOPMENT AGENCY: No business.

11 SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

Mayor Wilson announced that Item 12B and 12C would be considered before Item 12A, due to conflicts of interest for two councilmembers.

12B **Consider approval of Resolution No. 15-5240 authorizing amendment of FAA Grant AIP No. 3-06-0251-13** Mr. Hancock stated that this item was related the Airport, and provided a summary of the Apron Reconstruction project, explaining that the cost of the entire project was originally estimated to be approximately \$1 million, so it was set up in phases when it was put out to bid. There was a Base bid, Alternate 1 and Alternate 2. The bids received were lower than anticipated, so the City was able to budget for the Base bid plus Alternate 1 which was funded by FAA Grant 3-06-0251-13. A lot of the work has been completed, however the work represented by Alternate 2 has not been completed and it would be advantageous to complete the design work, including plans and specifications, for Alternate 2. Originally the City brought forward the option of using savings from the AIP 14 Grant to fund the design work,

however after further review the FAA requested that the City increase the AIP 13 Grant in order to complete the design work. The FAA is willing to increase the grant by \$25,546 which requires a corresponding \$1,985 match from the City. Having a shovel ready project in place for the Apron Reconstruction Alternate 2 project will put the City in a more competitive position to obtain funding.

Mayor Wilson confirmed that the matching funds would be paid out of the \$3,000 balance.

Mr. Hancock confirmed that it would.

Motion by Councilmember Callegari, second by Councilmember De Boer, to approve Resolution No. 15-5240; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

12C 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 Mr. Hancock explained that this item is also related to the airport, and the construction and installation of the safety lighting system. The first step is to apply for funding through the FAA, and once approved, City Council approval would be required to apply for matching State funds, and then the final action would be to take formal action to accept the grant funding for the project.

Mayor Wilson asked where the City is at on receiving the State match, and if there is a good chance of receiving it.

Mr. Hancock stated that over the last few years there has been a lot of uncertainty regarding the State match, but the City has been very successful and received it each time we apply, developing a positive relationship with the State. They have provided assistance and guidance through the process, and this project, since it is considered a safety improvement, will receive priority for funding. He added that it is never a sure thing, but staff is confident that the City will continue receiving the State-funded match for Airport projects.

Mayor Wilson asked if the City's match for the PAPI project would be paid from the current year's \$15,000 funding allocation.

Ms. Savage stated that the City would be paying the match through the General Fund because the contribution had been pre-loaded in the prior year.

Mr. Hancock added that in projects such as this, it is also possible to use staffing and in-kind services to contribute towards the City-required match. Also, it is likely that the construction for this project would land in the 2016-2017 fiscal year.

Mayor pro-tem McBride asked if the revenue the City will be receiving from the Commercial Operator Agreement rate structure has been budgeted for in the current fiscal year.

Mr. Hancock responded that the City has budgeted revenue for the existing agreements, however the increase in revenue received due to the new rate structure has not been budgeted for at this time. There will be new contract revenue as well as expiring contracts that will result in an increase in revenues for the airport.

Mayor pro tem McBride asked if there was any way the City could fundraise, or involve the airport users in the process to fund what are very important projects.

Mr. Hancock stated that the opportunities are more viable now, as the City Council has demonstrated a commitment to airport improvements, and users are noticing some of the bigger projects, and there is much more likelihood of gaining support for the improvements. He suggested meeting with the Airport Manager, and working with the Airport Commission. Many of the users at the airport are business people, and knowing that the City is only contributing 5-1/2 cents on the dollar for these projects is a great reason to get involved.

Mayor pro tem McBride suggested tying it in with a receipt for tax deduction as an added incentive.

Motion by Councilmember De Boer, second by Councilmember Callegari, to approve Resolution No. 15-5241; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

Councilmember Garnier recused herself from consideration of Item 12A due to owning a residence in the proposed zone.

Mayor Wilson recused himself from consideration of Item 12A due to a business conflict of interest.

Mayor Wilson and Councilmember Garnier exited the Council Chambers and did not return.

Mayor pro tem McBride requested the staff report.

12 CONTINUING BUSINESS:

12A 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 Mr. Hancock explained that in 2007, the State released maps for State and Local Responsibility areas, and required that jurisdictions adopt the maps indicating the Local Responsibility area by ordinance within 120 days, and implement provisions including enforcement of Building Code Chapter 7 and various mitigation requirements. The City had many discussions at that time, and chose to not adopt the map. In the process of updating the City's Housing Element, it was discovered that a requirement for compliance was to have an updated Safety Element. The updating of these documents is tied to various State funding sources that bring a lot of additional revenue into the community through the CDBG program.

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 to provide property owners located within the Very High Fire Hazard Severity Zone an opportunity to discuss their questions and concerns. The workshop was conducted and staff received great feedback from those who attended. Each had a level of concern, but most agreed that they were in an area that would result in increased danger from wildland fires. They were in favor of providing education and outreach and were very concerned with providing a safer neighborhood. If the ordinance is adopted, staff will move forward with those efforts.

There were no questions or comments from the City Council.

Motion by Councilmember De Boer, second by Councilmember Callegari, to waive the second reading and adopt Ordinance No. 15-1004; motion carried. Ayes: De Boer, Callegari and McBride. Absent: Garnier and Wilson.

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

14 **COUNCIL ITEMS:**

14A **AB1234 travel reports:**

A AB1234 travel reports:

15 **ADJOURNMENT:**

Mayor pro tem McBride requested that the meeting be adjourned in memory of Dave Foster.

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

Meeting adjourned at 9:36 p.m. in honor of Dave Foster.

Respectfully submitted by

Brian R. Wilson, Mayor

Gwenna MacDonald, City Clerk

Approved on: _____

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Deborah Savage, Finance Manager

Action Date: January 20, 2016

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated December 30TH through January 12th numbered 96173 through 96215

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$ 367,013.82 plus \$ 103,597.09 in payroll warrants, for a total of \$470,610.91

ACTION REQUESTED: Motion to receive and file.

ATTACHMENTS: Payments by vendor and transmittal check registers.

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
12/15	12/30/2015	96173	53		RETIREMENT INCENTIVE PKGE	122815	1	7610-2239-007	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 122815:											
12/15	12/30/2015	96174	68	BECKWITH MD, DAVID R	PRE EMPLOYMENT PHYSICAL	121815	1	1000-421-10-43	TECHNICAL SVCS	110.00	110.00
Total 121815:											
12/15	12/30/2015	96175	8354		LCAP WOODSTOVE REBATE	121715	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 121715:											
12/15	12/30/2015	96176	76	BILLINGTON ACE HARD	KEY CUT TAGS	345708	1	7530-451-52-46	SUPPLIES-GENERAL	4.46	4.46
Total 345708:											
12/15	12/30/2015	96176	76	BILLINGTON ACE HARD	FOGGER	346493	1	7110-430-42-46	SUPPLIES-GENERAL	15.47	15.47
Total 346493:											
12/15	12/30/2015	96177	148	COMPUTER LOGISTICS	MONTHLY SER 2HRS	66607	1	1000-417-10-43	TECHNICAL SVCS	220.00	220.00
Total 66607:											
12/15	12/30/2015	96177	148	COMPUTER LOGISTICS	ANTI VIRUS-BARRACUDA 200G	66619	1	1000-417-10-43	TECHNICAL SVCS	50.00	50.00
Total 66619:											
12/15	12/30/2015	96177	148	COMPUTER LOGISTICS	EMAIL & IPHONE SUPPORT	66660	1	1000-417-10-43	TECHNICAL SVCS	466.60	466.60
Total 66660:											
12/15	12/30/2015	96178	174	DATEMA, STEVEN K.	AIRPORT MANAGER 7/1/15 - 2/2	122815	1	7201-430-81-43	TECHNICAL SVCS	1,889.31	1,889.31
12/15	12/30/2015	96178	174	DATEMA, STEVEN K.	OWES ON HEALTH INSURANCE	122815	2	7201-430-81-42	HEALTH INSURANCE AND ADM	5.00-	5.00-

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 122815:											
12/15	12/30/2015	96179	8359		LCAP WOODSTOVE REBATE	122115	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 122115:											
12/15	12/30/2015	96180	241		FEATHER PUBLISHING C	PO#7728	1	1000-419-10-45	ADVERTISING	127.40	127.40
Total PO#7728:											
12/15	12/30/2015	96180	241		FEATHER PUBLISHING C	PO#7729	1	1000-419-10-45	ADVERTISING	61.25	61.25
Total PO#7729:											
12/15	12/30/2015	96181	1033		FGL ENVIRONMENTAL	579392A	1	7110-430-42-43	TECHNICAL SVCS	133.00	133.00
Total 579392A:											
12/15	12/30/2015	96182	8370		LCAP WOODSTOVE REBATE	122815	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 122815:											
12/15	12/30/2015	96183	332		INTERSTATE GAS SERVI	122815	1	7401-430-62-43	PROFESSIONAL SVCS	400.00	400.00
Total 122815:											
12/15	12/30/2015	96184	362		KAUFFMAN, BILL	705134	1	1000-417-10-44	CUSTODIAL	650.00	650.00
Total 705134:											
12/15	12/30/2015	96185	445		RETIRE INCENTIVE 1/16	122815	1	7610-2239-007	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 122815:											
12/15	12/30/2015	96186	1463		MILLER CLEANING SERV	MCS1575	1	1000-421-10-44	CUSTODIAL	360.00	360.00
Total MCS1575:											

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	12/30/2015	96187	654	SST OIL	5000 GAL UNLEADED/2500 GAL	0194856	1	1000-1410-001	INVENTORIES-GASOLINE	14,810.77	14,810.77
12/15	12/30/2015	96187	654	SST OIL	5000 GAL UNLEADED/2500 GAL	0194856	2	1000-1410-001	INVENTORIES-GASOLINE	591.80	591.80
Total 0194856:										15,402.57	15,402.57
12/15	12/30/2015	96188	713		RETIRE INCENTIVE 1/16	122815	1	7610-2239-007	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 122815:										930.00	930.00
12/15	12/30/2015	96189	728	U S POSTMASTER	WATER BILLING POSTAGE	123015	1	7110-430-42-46	POSTAGE	531.00	531.00
12/15	12/30/2015	96189	728	U S POSTMASTER	GAS BILLING POSTAGE	123015	2	7401-430-62-46	POSTAGE	273.54	273.54
Total 123015:										804.54	804.54
Grand Totals:										27,979.60	27,979.60

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

Report Criteria:

Report type: Summary
Check.Voided = No

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount
01/16	01/07/2016	96198	109	CAL-SIERRA TITLE	56.00
01/16	01/07/2016	96199	131	CHICAGO TITLE COMPANY	100,000.00
01/16	01/07/2016	96200	131	CHICAGO TITLE COMPANY	56.00
Grand Totals:					<u>100,112.00</u>

Report Criteria:
 Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
01/01/2016	CDPT	01/05/2016	466	CITY OF SUSANVILLE PA	1	7650-2203-1	6,678.02-
01/01/2016	CDPT	01/05/2016	466	CITY OF SUSANVILLE PA	1	7650-2203-1	6,632.43-
01/01/2016	CDPT	01/05/2016	466	CITY OF SUSANVILLE PA	1	7650-2203-1	2,130.31-
01/01/2016	CDPT	01/05/2016	466	CITY OF SUSANVILLE PA	1	7650-2203-1	2,145.04-
01/01/2016	CDPT	01/05/2016	466	CITY OF SUSANVILLE PA	1	7650-2203-1	16,478.11-
01/01/2016	CDPT	01/05/2016	467	EMPLOYMENT DEV. DEP	6	7650-2203-1	4,992.45-
01/01/2016	CDPT	01/05/2016	468	EMPLOYMENT DEV DEP	7	7650-2203-1	1,237.37-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	723.75-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	5,641.76-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	1,674.95-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	3,053.69-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	652.95-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	1,761.81-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	153.96-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	79.56-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	98.54-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	1,049.04-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	1,046.85-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	1,045.39-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	1,013.85-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	390.16-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	378.38-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	15.00-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	4,194.26-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	1,145.78-
01/01/2016	CDPT	01/05/2016	469	P.E.R.S.	8	7650-2203-1	2,297.43-
01/01/2016	CDPT	01/05/2016	96191		40	7650-2203-0	348.46-
01/01/2016	CDPT	01/05/2016	96192	CA STATE DISBURSEME	35	7650-2203-0	155.07-
01/01/2016	CDPT	01/05/2016	96193	CA STATE DISBURSEME	36	7650-2203-0	103.84-
01/01/2016	CDPT	01/05/2016	96194	CA STATE DISBURSEME	37	7650-2203-0	69.23-
01/01/2016	CDPT	01/05/2016	96195	NATIONWIDE RETIREME	5	7650-2203-0	1,035.00-
01/01/2016	CDPT	01/05/2016	96196	VALIC	4	7650-2203-0	1,713.78-
01/01/2016	CDPT	01/05/2016	96197	VANTAGEPOINT TRANS.	3	7650-2203-0	62.00-
Grand Totals:			33				70,198.22-

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
01/16	01/08/2016	96201	7622		TR EX FOLSOM 01/10/16	010816	1	1000-421-10-45	TRAINING	224.00	224.00
Total 010816:											
										224.00	224.00
01/16	01/08/2016	96202	8357		CARL MOYER GRANT	121615	1	8405-430-10-48	GRANTS	35,000.00	35,000.00
Total 121615:											
										35,000.00	35,000.00
01/16	01/08/2016	96203	8374		LCAP WOODSTOVE REBATE	122315	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 122315:											
										1,500.00	1,500.00
01/16	01/08/2016	96204	8376		LCAP WOODSTOVE REBATE	010416	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 010416:											
										1,500.00	1,500.00
01/16	01/08/2016	96205	8355		CARL MOYER GRANT	12162015	1	8405-430-10-48	GRANTS	35,000.00	35,000.00
Total 12162015:											
										35,000.00	35,000.00
01/16	01/08/2016	96206	8353		LCAP WOODSTOVE REBATE	122315	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 122315:											
										1,500.00	1,500.00
01/16	01/08/2016	96207	1538	DYER ENGINEERING CO	PROFESSIONAL ENGINEERING	2498	1	7114-430-42-43	PROFESSIONAL SVCS	15,000.00	15,000.00
Total 2498:											
										15,000.00	15,000.00
01/16	01/08/2016	96208	8360		LCAP WOODSTOVE REBATE	122115	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 122115:											
										1,500.00	1,500.00
01/16	01/08/2016	96209	8380		LCAP WOODSTOVE REBATE	010616	1	8404-430-12-48	GRANTS	1,500.00	1,500.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 010616:										1,500.00	1,500.00
01/16	01/08/2016	96210	8375		LCAP WOODSTOVE REBATE	010416	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 010416:										1,500.00	1,500.00
01/16	01/08/2016	96211	8372		LCAP WOODSTOVE REBATE	122315	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 122315:										1,500.00	1,500.00
01/16	01/08/2016	96212	8356		CARL MOYER GRANT	121615	1	8405-430-10-48	GRANTS	35,000.00	35,000.00
Total 121615:										35,000.00	35,000.00
01/16	01/08/2016	96213	8358		CARL MOYER GRANT	120815	1	8405-430-10-48	GRANTS	35,000.00	35,000.00
Total 120815:										35,000.00	35,000.00
01/16	01/08/2016	96214	8373		LCAP WOODSTOVE REBATE	122315	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 122315:										1,500.00	1,500.00
01/16	01/08/2016	96215	8381		LCAP WOODSTOVE REBATE	010616	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 010616:										1,500.00	1,500.00
Grand Totals:										168,724.00	168,724.00

Report Criteria:

Report type: GL detail

Check/voided = False

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Deborah Savage, Finance Manager

Action Date: January 20, 2016

CITY COUNCIL AGENDA ITEM

SUBJECT: Monthly Finance Reports

PRESENTED BY: Deborah Savage, Finance Manager

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

FISCAL IMPACT: None

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

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

POOLED CASH & INVESTMENTS

December 31, 2015

POOLED CASH FUND	
Bank of America - Checking	365,021
LAIF	11,317,987
Total Cash & Investments	<u>11,683,008</u>

Pooled Cash Allocation:

General	205,999
General Fund Restricted	1,004,414
Special Revenue	1,771,281
Capital Projects	(134,221)
Debt Service	496,426
Enterprise	
Airport	(10,218)
Geothermal	307,789
Golf Course	(45,197)
Natural Gas	3,218,137
Water	3,874,054
Internal Service	288,762
Trust & Agency	705,783
Total Cash & Inv. Allocations	<u>11,683,008</u>

CASH WITH FISCAL AGENTS

December 31, 2015

General	
Special Revenue	
Capital Projects	
Debt Service	150,007
Enterprise	2,445,897
Internal Service	
Trust & Agency	
Total Cash with Fiscal Agents	<u>2,595,904</u>

GRAND TOTAL	<u>14,278,913</u>
-------------	-------------------

CITY OF SUSANVILLE
 COMBINED CASH AND INVESTMENTS
 DECEMBER 31, 2015

COMBINED ACCOUNTS

9999-1011-001	B OF A # 08038-80200	365,021.02
9999-1030-001	LAIF	11,317,986.54
		11,683,007.56
	TOTAL COMBINED CASH AND INVESTMENTS	11,683,007.56
9999-1000-000	CLAIM ON CASH	(11,683,007.56)
		.00

CASH ALLOCATION RECONCILIATION

RESTRICTED FUNDS

1001	ALLOCATION TO GF-DEPOSITS PAYABLE	129,889.84
1002	ALLOCATION TO GF-ECONOMIC DEVELOPMENT	3,430.07
1004	ALLOCATION TO GF-PANCERA	18,202.48
1005	ALLOCATION TO GF-RESERVE ACCOUNT	852,891.44
2002	ALLOCATION TO STATE COPS	44,555.30
2006	ALLOCATION TO SNOW REMOVAL	104,904.98
2007	ALLOCATION TO STREETS & HIGHWAYS	156,107.58
2010	ALLOCATION TO STREET MITIGATION	136,773.04
2011	ALLOCATION TO POLICE MITIGATION	29,234.47
2012	ALLOCATION TO FIRE MITIGATION	106,231.67
2013	ALLOCATION TO PARK DEDICATION FUND	170,360.63
2014	ALLOCATION TO STATE OF CA - PROP 30/AB 109	46,951.00
2016	ALLOCATION TO CDBG REVOLVING LOAN FUND	255,343.10
2017	ALLOCATION TO STATE ECONOMIC REV FD	272,231.02
2018	ALLOCATION TO HOME REVOLVING FUND	273,694.30
2030	ALLOCATION TO TRAFFIC SAFETY	71,053.47
2035	ALLOCATION TO TRAFFIC SIGNALS FUND	96,336.24
2037	ALLOCATION TO SKYLINE BICYCLE LANE	7,504.67
3019	ALLOCATION TO STIP REHABILITATION PROJECT	(148,069.01)
4001	ALLOCATION TO MARK ROOS SERIES B/92	32,729.89
4003	ALLOCATION TO CITY HALL	51,221.61
4004	ALLOCATION TO 2013 CALPERS REFUNDING LOAN	357,918.40
4005	ALLOCATION TO COMMUNITY POOL DEBT SERVICE	54,556.00
7111	ALLOCATION TO WATER RATE STABILIZATION FUND	3,000,000.00
7114	ALLOCATION TO WATER CAPITAL IMPROVEMENTS	874,225.03
7402	ALLOCATION TO NATURAL GAS STABILIZATION FUND	1,807,075.00
7610	ALLOCATION TO OPEB	28,304.00
7630	ALLOCATION TO RISK MANAGEMENT FUND	181,463.94
7650	ALLOCATION TO PAYROLL	91.41
8401	ALLOCATION TO HUSA BUSINESS IMPROVE DIST	6,137.35
8402	ALLOCATION TO LAFCO	42,457.87
8403	ALLOCATION TO SEC 125 & AFLAC	2,284.38
8404	ALLOCATION TO AIR POLLUTION	317,030.86
8405	ALLOCATION TO AIR POLLUTION-CARL MOYER	337,872.30
		9,720,994.33

UNRESTRICTED FUNDS

CITY OF SUSANVILLE
 COMBINED CASH AND INVESTMENTS
 DECEMBER 31, 2015

1000 ALLOCATION TO GENERAL FUND	118,349.54
1006 ALLOCATION TO POLICE BUILDING MAINT/EQUIP	28,987.41
1007 ALLOCATION TO FIRE BUILDING MAINT/EQUIP FUND	31,855.04
1008 ALLOCATION TO ADMIN SVCS BUILDING/EQUIP FUND	26,806.23
3015 ALLOCATION TO CITY HALL PARKING LOT PROJECT	13,847.97
7110 ALLOCATION TO WATER SYSTEM	(5,949.05)
7112 ALLOCATION TO JOHNSTONVILLE WATER SYSTEM	5,778.31
7201 ALLOCATION TO AIRPORT	(10,218.10)
7301 ALLOCATION TO GEOTHERMAL UTILITY	307,788.85
7401 ALLOCATION TO NATURAL GAS	1,411,061.82
7530 ALLOCATION TO GOLF COURSE	(45,197.32)
7620 ALLOCATION TO PW ADMIN & ENGINEERING FUND	78,902.53
	<hr/>
ALLOCATIONS TO UNRESTRICTED FUNDS	1,962,013.23
	<hr/>
TOTAL ALLOCATIONS TO OTHER FUNDS	11,683,007.56
ALLOCATION FROM COMBINED CASH FUND - 9999-1000-000	(11,683,007.56)
	<hr/>
ZERO PROOF IF ALLOCATIONS BALANCE	<hr/> <hr/> 0.00

Fund #	Fund Title	Audited			Unaudited
		6/30/15 Fund Balance	YTD Revenue	YTD Expenditures	December Fund Balance 12/31/2015
100X	General Fund	2,506,284	1,406,657	2,917,349	995,592
2002	State COPS	44,850	53,897	54,192	44,555
2006	Snow Removal	120,224	41	15,360	104,905
2007	Streets	394,867	415,319	604,434	205,752
2010	Street Mitigation	118,267	18,506	0	136,773
2011	Police Mitigation	36,419	23,888	31,073	29,234
2012	Fire Mitigation	84,547	21,685	0	106,232
2013	Park Dedication	170,283	90	13	170,360
2014	State of CA - Prop 30/AB 109	38,725	20,562	12,336	46,951
2016	State Comm. Dev. Rev.FD	1,008,295	24,882	60,476	972,700
2017	State Economic Rev. FD	422,956	14,021	0	436,978
2018	Home Revolving Fund	765,821	493	0	766,314
2030	Traffic Safety	72,413	2,203	3,562	71,054
2035	Traffic Signals Fund	96,304	33	0	96,336
2037	Skyline Bicycle Lane	7,502	3	0	7,505
3015	City Hall Parkng Lot	13,848	0	0	13,848
4001	Miller Fletcher	711,573	(120,002)	138,209	453,362
4003	City Hall Debt Service	52,239	68,328	69,345	51,222
4004	2013 CalPERS Refunding Loan	359,210	218,526	219,818	357,918
4005	Community Pool Debt Service	0	1,200,000	1,145,444	54,556
711X	Water Funds	2,631,732	1,013,278	1,704,184	1,940,827
7201	Airport	2,324,034	95,189	137,495	2,281,728
7301	Geothermal	564,208	43,180	41,623	565,765
740X	Natural Gas	(541,540)	1,215,595	1,882,629	(1,208,574)
7530	Golf Course	2,448,304	194,412	214,790	2,427,927
7610	OPEB	(85,064)	22,320	0	(62,744)
7620	PW Admin/Engineering	1,696	121,474	58,704	64,466
7630	Risk Management	273,723	311,543	403,677	181,589
8402	LAFCO	34,100	32,434	24,075	42,458
8404	Air Pollution	375,162	108,218	160,618	322,762
8405	Air Pollution - Carl Moyer	302,611	180,184	144,842	337,953
TOTALS		15,353,591	6,706,959	10,044,246	12,016,304

Reviewed by: JGH City Administrator
 _____ City Attorney

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

Submitted by: Daniel Gibbs, City Engineer

Action Date: January 20, 2016

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 16-5249 authorizing State Transportation Improvement Program Supplement Agreement No. N004 for the completion of the environmental work for the Susanville Rehabilitation 'FD' project.

PRESENTED BY: Dan Newton, Public Works Director

SUMMARY: The Susanville Rehabilitation Project 'FD' is a pavement overlay project that will rehabilitate various streets in the City of Susanville. The project is programmed in the STIP for construction in Fiscal Year 2018-2019. To complete construction, the City first has to complete the environmental document. This project will utilize both State funds and Federal funds, therefore both a California Environmental Quality Act (CEQA) and NEPA document is required for this project. The streets in this project are eligible for federal funds and include Bunyan, Richmond and Spring Ridge roads.

On June 25, 2015, the City requested a fund allocation from the California Transportation Commission (CTC) in the amount of \$120,000 to complete the environmental work. At the August 27, 2015 meeting of the CTC, the allocation request was granted.

The Program Supplement Agreement (PSA) is required to for the State to reimburse the City for the project costs. Staff is requesting that the Council consider adopting Resolution No. 16-5249 authorizing the Mayor to execute the PSA.

FISCAL IMPACT: Funding for this project comes from the STIP. No local match is required.

ACTION REQUESTED: Motion to adopt Resolution No. 16-5249 authorizing Mayor to sign the Program Supplement Agreement No. N004 that allows the City to invoice the State to reimburse City for the completion of the environmental work for the Susanville Rehabilitation 'FD' project.

ATTACHMENTS:

- 1) Resolution No.16-5249
- 2) Program Supplement Agreement No. N004
- 3) Susanville Rehabilitation 'FD' project location map.

RESOLUTION NUMBER 16-5249

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO.
N004 TO ADMINISTER AGENCY-STATE AGREEMENT FOR PROJECT NO. 02-
5116R FOR THE AWARD OF \$120,000.00 FROM THE CALIFORNIA DEPARTMENT
OF TRANSPORTATION THROUGH THE STATE TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE DELIVERY OF THE SUSANVILLE
REHABILITATION 'FD' PROJECT.**

WHEREAS, the City of Susanville has been allocated funding through the State Transportation Improvement Program to complete the environmental and permitting work to rehabilitate various city streets known as City Project No. Rehab "FD" (2561) and State Project No. RPSTPL-5116(022) as indicated in Attachment 'A'; and

WHEREAS, the State of California, Department of Transportation (Caltrans) requires the City to enter into a Program Supplement Agreement to receive reimbursement for project costs; and

WHEREAS, Caltrans has prepared a Program Supplement Agreement N004 dated December 16, 2015 to Administering Agency-State Agreement for Federal-Aid Funded Project No. 02-5116R.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Susanville is hereby authorized to execute Program Supplement Agreement No. N004 to Administering Agency-State Agreement for Federal-Aid Funded Project No. 02-5116R.

Dated: January 20, 2016

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 20th day of January, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408

December 23, 2015

Mr. Dan Newton
City Engineer / Public Works Director
City of Susanville
720 South Street
Susanville, CA 96130-3904

Attn: Mr. Daniel Gibbs

Dear Mr. Newton:

Enclosed are two originals of the Program Supplement Agreement No. 004-N to Administering Agency-State Agreement No. 02-5116R and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

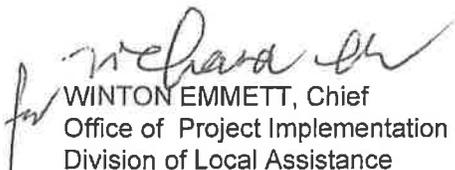
Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. **ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT.** A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


WINTON EMMETT, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(02) DLAE - Ian Howat

Susanville Public Works Dept.

DEC 28 2015
RECEIVED

File : 02-LAS- 0-SUSV

RPSTPL-5116(022)

Various streets in Susanville.
Project FD. Rehab roadway,
drainage improvements, ped facilities



FINANCE LETTER

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

Date: 12/22/2015
 Agency: 02-LAS-0-SUSV
 Project No: RPSTPL-5116(022)
 EA No:

Attention: City of Susanville

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART COST	FED. REIMB %	FEDERAL PPNO 02-2561 M240	LOCAL
Agency Preliminary Engineering - PA/ED	Lump Sum	\$120,000.00	\$120,000.00	100.00%	\$120,000.00	\$0.00
Totals:		\$120,000.00	\$120,000.00	0.00%	\$120,000.00	\$0.00

Fed. Partic: 100.00% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 

Title: Senior Area Engineer

For questions regarding finance letter, contact:

Printed Name : Richard Ke
 Telephone No: (916) 653.4797

Remarks: 12/3/15: Regu PE authorization \$120k M240 Federal funds, toll credit used in lieu of match. rs

7/6/15: Regu E&P allocation \$120k all Federal funds per FSTIP/STIP programming for August 2015 CTC meeting. rs

ACCOUNTING INFORMATION							RPSTPL-5116(022)			
ADV. PROJ. ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP. YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
0216000002	15101F	2030600621	F	\$120,000.00	1415	\$0.00	\$120,000.00	06/30/20		

PROGRAM SUPPLEMENT NO. N004
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 02-5116R

Adv Project ID **Date:** December 16, 2015
0216000002 **Location:** 02-LAS- 0-SUSV
 Project Number: RPSTPL-5116(022)
 E.A. Number:
 Locode: 5116

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/28/10 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Various streets in Susanville. Project FD. Rehab roadway, drainage improvements, ped facilities.

TYPE OF WORK: Road Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M240		LOCAL	OTHER
\$120,000.00	\$120,000.00		\$0.00	\$0.00

CITY OF SUSANVILLE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 12/17/15 \$120,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

2. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
6. All obligations of STATE under the terms of this Agreement are subject to the

SPECIAL COVENANTS OR REMARKS

appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.

7. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
8. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

9. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

10. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 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 1986 (31 U.S.C. 3801 et seq.).

11. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

12. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

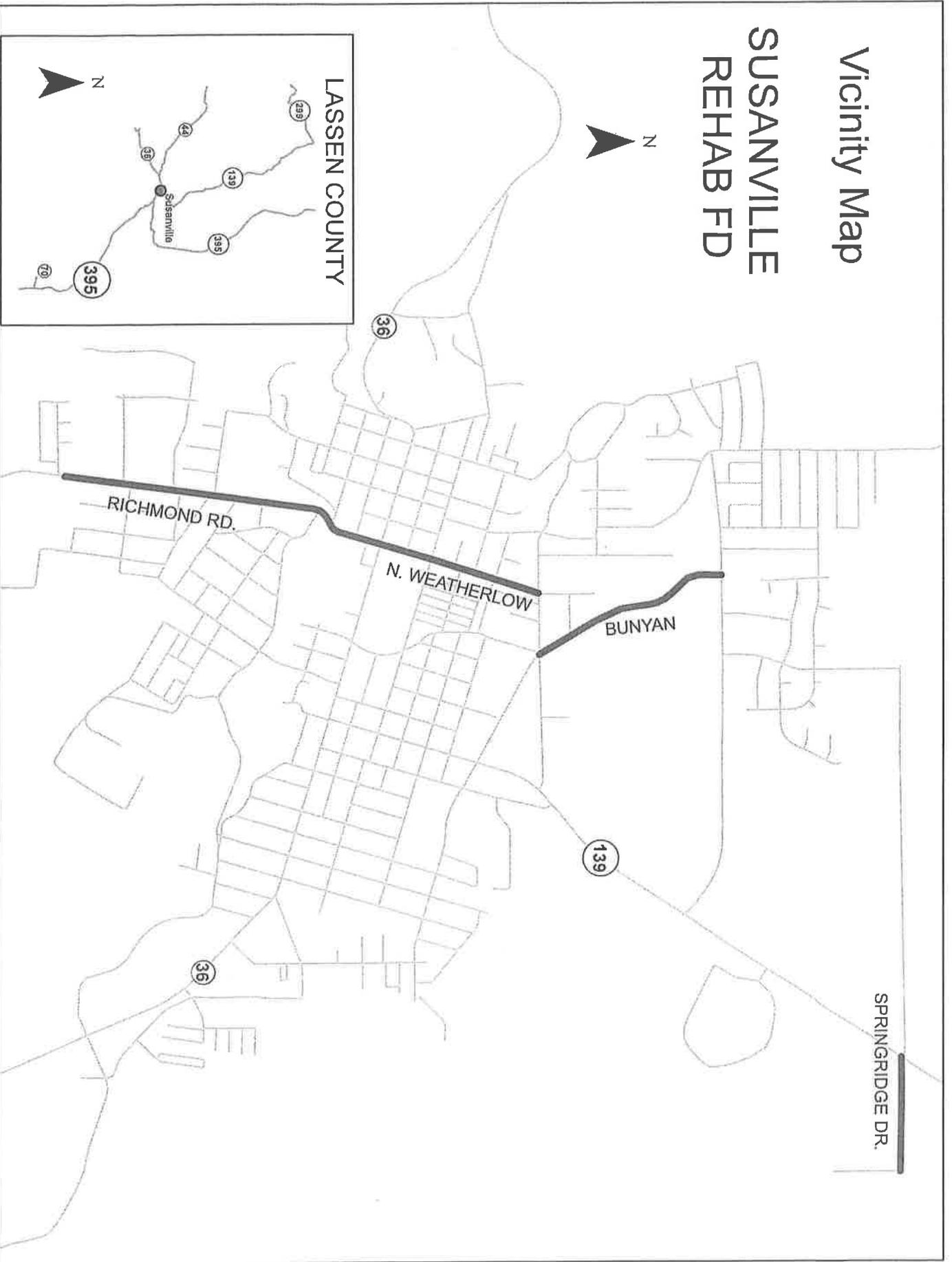
13. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other

SPECIAL COVENANTS OR REMARKS

key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

Vicinity Map

SUSANVILLE REHAB FD



NEARBY AND ADJACENT STREETS WILL BE

Reviewed by: YJA City Administrator
 City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

Submitted By: Heidi Whitlock, Assistant to the City Administrator

Action Date: January 20, 2016

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 16-5250 terminating Airport Hangar Land Lease Agreement, Lot #18 with Steve Datema and authorizing execution of an Airport Hangar Land Lease Agreement for Hangar #18 with Ken McCormick.

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: On November 18, 2015, the City Council was presented with the option of purchasing Hangar #18, owned by Steve Datema, for the amount of \$35,000.00. City Council declined the purchase of the hangar. On December 25, 2015, Ken McCormick took possession of the Hangar and is now required to execute a new Airport Hangar Land Lease Agreement for Hangar #18.

FISCAL IMPACT: Annual revenue of \$502.45 per year.

ACTION

REQUESTED: Motion to approve Resolution No. 16-5250 terminating Airport Hangar Land Lease Agreement, Lot #18 with Steve Datema and authorizing execution of an Airport Hangar Land Lease Agreement, Lot #18 with Ken McCormick.

ATTACHMENTS: Resolution No. 16-5250
Airport Hangar Land Lease Agreement Hangar Owned by Lessee,
Lot #18 executed by Ken McCormick.

APPROVED AS TO FORM: _____

Jessica Ryan, City Attorney

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

THIS LEASE, made this _____ day of _____ 2016, 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 Ken McCormick, address: 622 Elm Street (mailing: P.O. Box 535), Westwood, County of Lassen, state of California, hereinafter referred to as "Lessee", on the following terms and conditions:

1. Lessor does hereby lease to Lessee, for a term of twenty (20) years from the date hereof, unless sooner terminated as set forth herein, a certain parcel of land described as Hangar Lot #18, hereinafter referred to as the "Leased Premises", located at the Susanville Municipal Airport and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

(a) Lessee shall provide a hangar building plan for approval prior to any Lease execution for use as an airplane hangar. The rent shall be \$.299077261 per square foot per year, for the area including the space occupied by the hangar only which rent is payable in twelve (12) equal installments monthly in advance on the first day of each and every month; or paid in full within thirty (30) days of annual billing. Said rent shall be increased on an annual basis as set forth below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Lessor by **Resolution No. 16-5250** of the City Council of the City of Susanville, has caused this Lease to be executed by the Mayor and the Clerk, and the said Lessee has executed this Lease the day and year first above written.

CITY OF SUSANVILLE
LESSOR:

Brian Wilson, Mayor

Attest:

Gwenna MacDonald, City Clerk

LESSEE:

Ken McCormick, Owner

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

Approved as to Form:

Jessica Ryan, City Attorney

EXHIBIT "A"

Legal Description

A certain parcel of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 13, Township 29 North, Range 12 East, M.D.B. & M., and more particularly described as follows:

All of lot numbered 18 and northerly $\frac{1}{2}$ of Lot Numbered 17 as said lot is shown upon that certain map entitled "Record of Survey for City of Susanville of Susanville Municipal Airport Hangar Lots 16-21," recorded in the Office of the County Recorder of the County of Lassen on December 19, 1968 in Book 6 of Maps at Page 83.

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

Airport and Planning Agency Sponsors

A. General

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

B. Duration and Applicability

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

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

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

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

Federal Legislation

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

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

Federal Regulations

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

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

1/ these laws do not apply to planning projects.

2/ these laws do not apply to private sponsors.

Office of Management and Budget Circulars

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

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

2. Responsibility and Authority of the Sponsor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Airport Layout Plan.

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

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

31. Disposal of Land.

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

for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

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

Reviewed by: JGH City Administrator
 _____ City Attorney

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

Submitted By: Gwenna MacDonald, City Clerk

Action Date: January 20, 2016

CITY COUNCIL AGENDA ITEM

SUBJECT: Appointment of Airport Commissioners

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The Airport Commission consists of five members who are responsible for advising the City Council and making recommendations related to the Susanville Municipal Airport. The Commissioners are appointed by the Mayor with the approval of the City Council to four-year terms. The term for Commissioner Ross Stevenson has expired, and Commissioner Gauthier has notified staff that due to his relocation out of the state, he is resigning and vacating his seat on the Commission. In addition, the alternate Commissioner position has also expired.

The City advertised the vacancies and received four letters of interest. The Mayor has recommended Ross Stevenson to fill the vacancy ending November 2019, Larry Beck to complete the remainder of Commissioner Gauthier's term, and to appoint Mary Foster as the alternate. The Airport Commission appointments are as follows:

<u>Commissioner</u>	<u>Term</u>
Larry Beck	November 2015 - 2016
Ross Stevenson	November 2015 - 2019
Mary Foster (Alternate)	November 2015 - 2019
Richard Hrezo	November 2014 - 2016
Bill Heyland	November 2014 - 2018
Cameron Farrell	November 2014 - 2018

FISCAL IMPACT: None.

ACTION

REQUESTED: Motion to approve the Airport Commissioner appointments as recommended.

ATTACHMENTS: Letters of interest: Ross Stevenson
 Larry Beck
 Mary Foster
 Paul Williams

Ross J. Stevenson

470-505 Richmond Road
Susanville, CA 96130
530.257.9674

December 1, 2015

City of Susanville
66 North Lassen Street
Susanville, CA 96130

Subject: Airport Commission Appointment

Please accept this correspondence as my letter of interest for consideration for appointment to the Airport Commission. As a commissioner and as the current Commission Chair, I am very interested in the continuing opportunity to serve the City, the Airport and the pilots that use the facility.

Thank you for your consideration.

Ross J. Stevenson

October 23, 2015

Received

OCT 23 2015

City of Susanville
City Clerk's Office

City of Susanville
Attn: City Clerk
66 N. Lassen St
Susanville, CA 96130

RE: Susanville Municipal Airport Commission

My name is Mary Foster and I have resided with my husband Anthony at 65 Small Street, Susanville, CA since January 2014.

As a child I lived in Susanville for several years and then moved to Westwood with my family where I graduated from high school and have stayed in touch over the years with friends and family in this area.

I received my Bachelors degree in Business Administration from the University of Maryland (European Division) in June 1985 and my Masters degree in Organizational Management from the University of Phoenix in June 1996.

I joined the military and retired in November 1997 after 24 years with a combination of Active Duty and Reserve Duty in the Air Force. During my time in the military I held positions in the following career fields: military personnel - in addition to the regular duties I was responsible for the accountability of TOP SECRET documents and assigned to a committee that planned and conducted a successful exercise to evacuate military dependents, both while stationed overseas; Administrative Technician in flight line offices - working closely with aircraft crew members and maintenance personnel; Chief of the Administration Office in the military clinic; served as a First Sergeant in the AeroMedical Unit; and served as a Still Photographer with the Combat Camera Organization, in this position I was required to accompany air crews on various training missions.

After separating from Active Duty in September 1985, I took a position in Civil Service and stayed until retiring in October 2011. My first two positions were in the Military Personnel career field, in which I held the Chief of Personnel Utilization at Kelly AFB, San Antonio, TX and Air Reserve Station in Minneapolis, MN. In these two positions I ensured all military members (Officers and Enlisted) were properly trained in their career field, personnel were properly classified, ensured new applicants were qualified for the position and were hired in the fastest but thorough fashion, retiring and separating personnel were counseled concerning their benefits; participated in planning Readiness Exercises and evaluating the various aspects of Military Readiness, etc.

The next two positions were with the Base Contracting Office at the Air Reserve Station in Minneapolis, MN and at Nellis AFB, Las Vegas NV. In these two positions I administered A&E

design projects, construction projects, and service contracts. Worked closely with Architects, Contractors, Engineers, Unit Commanders, Facility Personnel, etc. Reviewed construction drawings and project documents for accuracy; ensured Contractors stayed in compliance with project documents, setup and conducted bid openings, evaluated bids, conducted design and construction progress meetings, inspected finish projects with Engineers and Engineering Techs, evaluated Government Quality Control Personnel, worked closely with building/facilities Commanders/personnel to ensure they were receiving the services requested; participated in selection committees when hiring A&E companies; ensured contractors were paid in a timely manner for the work they had completed.

The fifth position was administering the Service Contract on the Nellis Test and Training Range that is located North of Las Vegas up to Tonopah, NV. This Service Contract was responsible for building maintenance, grounds maintenance, rubbish removal, security personnel for the entire range, control tower personnel at Indian Springs, NV and Tonopah, NV, airfield maintenance, dining hall services. Ensured the housing and dining hall facilities at Tonopah, NV were ready for incoming military organizations from around the world that would be participating in the War game exercises that were conducted several times a year. Evaluated the Quality Control Personnel, participated in site visits and ensured the Contractor was paid in a timely manner for the work performed.

The final position in Civil Service was with the General Services Administration (GSA) in which I was a Senior Contracting Officer (a working supervisory position). Reviewed new offers from Civilian Contractors, ensuring they were complete, negotiated terms to ensure the Government would receive the very best discounts and terms, and awarded contracts. Maintained previously awarded contracts, modified contracts to ensure they remained fair and reasonable. Cancelled contracts when appropriate. I retired from Civil Service in October 2011.

I took a break from Civil Service between 2003 and 2004 when I worked for the McCarran International Airport in Las Vegas, NV. While assigned there I held the position of Program Analyst/Contract Administrator. I was responsible for the administration of design and contract projects in and around the airport. Participated in progress meetings, met with civilian authorities, worked with airport vendors, tenants, Airport Commissioner, security, etc. While this was a very important position, I missed the structure of the Federal Government and returned to Civil Service in March 2004.

After being retired for several years, I look for a challenge and feel that being assigned to the Susanville Municipal Airport Commission Team will allow me to fulfill this challenge.


Mary J. Foster, M.A.

Paul Williams

698-140 Hillcrest Road, Susanville, Ca 9613- | 512 660-9399 | pwilliams@phihelico.com

October 27, 2015

City of Susanville
City Clerk
66 N. Lassen St
Susanville, CA 96130

Mayor Wilson and Honorable City Councilmembers,

Becoming a member of the Susanville Municipal Airport Commission interests me greatly. My lifetime love and careers in aviation have lead me to submit my letter of interest for this position.

I am currently the Lead Pilot with PHI Air Medical, working at the airport I hope to help serve. I became a commercial helicopter pilot in 2005. I then retired shortly thereafter, from the Air Force, working for 25 years as a maintenance technician and superintendent. I enjoy working together with a team of like interested people to find and recommend solutions to issues.

In the past two years prior to moving to the spectacular city of Susanville, I worked as Line pilot for McClane Children's Hospital in Temple Texas. I also had the pleasure of being the Air Medical Base Supervisor, coordinating with Medical, Aviation, and Maintenance personnel. We used our expertise to resolve any issues, and plan proactive approaches for future endeavors. This included many community outreach programs in the local area.

Thank you for your consideration for this position, I hope to be serving the community soon.

Sincerely,



Paul Williams

Paul Williams

- > Lead Pilot
- > PHI Air Medical
- > Susanville, CA

OBJECTIVE

Seeking an appointment to the Susanville Municipal Airport Commission
Aviation ratings currently held:

- Commercial Pilot
- Instrument Rating
- Certified Flight Instructor

698-140 Hillcrest Road
Susanville, CA
96130

(512)660-9399
pwilliams@phihelico.com

EXPERIENCE

August 2007 - Present
PHI Air Medical

Lead Pilot, Line Pilot, Air Medical Base Supervisor

- > October 2015 – Present: Lead Pilot Susanville, CA
- > January 2013 – September 2015: Line Pilot/Base Supervisor Temple Texas
- > August 2007 – December 2013: Line Pilot Gulf of Mexico, PHI Inc.

June 2006 – July 2007

Silver State Helicopters

Certified Flight Instructor Instrument, Rotorwing

- > Private through CFI instructor
- > Instrument Instructor
- > Ground Instructor

January 1981- February 2006

United States Air Force

Aircraft Avionics and Armament Systems Technician

- > Senior NCO, responsible for operational competence skilled at merging subordinates' talents, skills, and resources with other teams' functions to most effectively accomplish the mission.
- > Budget Resource Manager, First Sergeant, Recruiter

EDUCATION

January 2004 – May 2006

Silver State Helicopters

Pilot Training

- > Commercial Rotorwing
- > Instrument, Rotorwing
- > Certified Flight Instructor, Rotorwing
- > Certified Flight Instructor Instrument, Rotorwing

May 2001

Community College of the Air Force

Associates of Applied Science, Aircraft Avionics Systems

January 1989

Community College of the Air Force

Associates of Applied Science, Aircraft Armament Systems

1—15-16

Re; Airport commission appointment

Mr. Jared Hancock
City Manager

Dear Mr. Hancock

Yes, I am interested in being appointed to a position on the airport commission.

Thank you for asking.

Sincerely
Larry Beck

LRB

CITY OF SUSANVILLE
RECEIVED
JAN 15 2016
BUILDING & PLANNING

A handwritten signature in black ink, appearing to be a stylized 'L' or similar character, located to the right of the city stamp.

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Erik Edholm, Assistant Engineer

Action Date: January 20, 2016

CITY COUNCIL AGENDA ITEM

SUBJECT: Notice of Completion for the Skyline Road Sidewalk Project, City Project Number 15-01.

PRESENTED BY: Dan Newton, Public Works Director

SUMMARY: On July 22, 2015, the City Council of the City of Susanville awarded the contract for the Skyline Road Sidewalk Project, City Project Number 15-01 to Impact Construction, Inc. On November 3, 2015, the project was deemed substantially completed.

FISCAL IMPACT: The original bid amount awarded was \$ 200,664.00. At completion, due to minor increases in the project scope, the total project cost increased to \$ 213,620.41 for an increase of only 6.46%.

ACTION REQUESTED: Motion to authorize the Public Works Director to execute a Notice of Completion for the Skyline Road Sidewalk Project, City Project Number 15-01 as complete.

ATTACHMENTS: Notice of Completion

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

NOTICE IS HEREBY GIVEN by the City of Susanville, California that Project Number 15-01 for public works consisting of installation of new curb, gutter, sidewalk and stacked rock wall above existing creek and related work necessary to complete project, located at Skyline Road west of Paul Bunyan Road, in the City of Susanville, California, constructed by Impact Construction & Excavating, 45 S. Gay, Susanville, CA 96130 was completed on November 13, 2015 and was accepted by the City Council of the City of Susanville on January 20, 2016.

The name and address of the owner of the property referred to above is the City of Susanville, 66 North Lassen Street, Susanville, California 96130. The above project for installation of curb, gutter and sidewalk, and the property on which the improvements are situated are in the City of Susanville, County of Lassen, State of California and is more particularly described as the 2015 Skyline Road Casino Sidewalk Project, Project Number 15-01.

The name and address of the contractor's surety is Western Surety Company, 2210 Plaza Drive, Suite 150 Rocklin, CA 95765.

VERIFICATION

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

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

Executed at Susanville, California, this _____ day of _____, 2016.

CITY OF SUSANVILLE

BY: _____

Dan Newton, Public Works Director

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Daniel Gibbs, City Engineer

Action Date: January 20, 2016

CITY COUNCIL AGENDA ITEM

SUBJECT: Notice of Completion for the 2015 Water Main Replacement Project, City Project Number 15-02.

PRESENTED BY: Dan Newton, Public Works Director

SUMMARY: On August 5, 2015, the City Council of the City of Susanville authorized execution of the contract for the 2015 Water Main Replacement Project, City Project Number 15-02 to Hat Creek Construction, Inc.

The original bid amount awarded was \$835,795.00. At completion, due to minor adjustments in the project scope, the total project costs were reduced to \$827,580.00 for a decrease of just under 1%. Associated project costs for engineering support were less than 3.5% and well below those typically estimated.

At the June 17, 2015 meeting, Public Works reported that the projected funded by Account No.7114 would require up to \$970,000 for the base bid including a 10% contingency for change orders and 15% for construction engineering. With the base bid, change orders and staff costs, the total amount expended from this account is \$856,329 for a savings of more than \$113,671 overall as compared with the original engineer's estimate.

On December 9, 2015, the project was deemed complete by the Public Works Director.

FISCAL IMPACT: Total project cost of \$856,329 for a savings of more than \$113,671 from the original engineer's estimate.

ACTION REQUESTED: Motion to authorize the Public Works Director to execute a Notice of Completion for the 2015 Water Main Replacement Project, City Project Number 15-02 as complete.

ATTACHMENTS: Notice of Completion

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

NOTICE IS HEREBY GIVEN by the City of Susanville, California that Project Number 15-02 for public works consisting of the installation of new 6" P.V.C water main, valves, fittings and domestic services and related work necessary to complete the project, located at various locations along Arnold Street west of Weatherlow; Carroll Street; Foss between Main and Cornell Street; Park north of Main to First Street; and Third Streets from Grand to Cedar, Park to Ash, and Hall to McDow Streets in the City of Susanville, California constructed by Hat Creek Construction Inc. 24339 Hwy 89 N., Burney, CA 96013 was completed on December 09, 2015 and was accepted by the City Council of the City of Susanville on January 20, 2016.

The name and address of the owner of the property referred to above is the City of Susanville, 66 North Lassen Street, Susanville, California 96130. The above project for water main improvements and the property on which the improvements are situated are in the City of Susanville, County of Lassen, State of California and is more particularly described as the 2015 Water Main Replacement Project, Project Number 15-02.

The name and address of the contractor's surety is Fidelity and Deposit Company of Maryland (Subsidiary of Zurich), Attn: David Gillis, 525 Market Street, Suite 2900, San Francisco, CA 94105 (415) 438-7184

VERIFICATION

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

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

Executed at Susanville, California, this _____ day of _____, 2016.

CITY OF SUSANVILLE

BY _____

Reviewed by: City Administrator
 City Attorney

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

Submitted By: Thomas V. Downing, Police Chief

Action Date: January 20, 2016

CITY COUNCIL AGENDA ITEM

SUBJECT: Youth Services Officer Program

PRESENTED BY: Thomas V. Downing, Police Chief

SUMMARY: An oral report will be provided at the meeting regarding the Youth Services Officer program.

FISCAL IMPACT: None.

ACTION REQUESTED: Information only.

ATTACHMENTS: None