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

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

**Susanville City Council**  
**Regular Meeting ♦ City Council Chambers**  
**June 1, 2016 \* 6:00 p.m.**

*Call meeting to order*

*Roll call of Councilmembers present*

*Next Resolution No. 16-5304*

*Next Ordinance No. 16-1006*

- 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      PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
    1. All Employees
    2. Independent Contractor Classification
    3. Agency Negotiator: Jared G. Hancock  
    Bargaining Unit:    Administrative  
                                    Miscellaneous  
                                    Professional/Technical  
                                    Public Works
  
  - B      CONFERENCE WITH REAL PROPERTY NEGOTIATOR – pursuant to Government Code 54956.8:  
    Property:                      APN: 103-340-01  
    Agency negotiator:        Jared G. Hancock  
    Negotiating parties:      City of Susanville/Lassen Community College  
    Under negotiation:        Price/Conditions/Terms
  
- 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*
    1. Officer Recognition: Sergeant Bollinger

**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 May 4, 2016 meeting
- B Approve vendor warrants numbered 97181 through 97311 for a total of \$484,010.03 including \$2,418.17 in payroll warrants
- C Receive and file quarterly Transient Occupancy Tax Report
- D Receive and file monthly Finance Reports: April 2016

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

- A Consider approval of **Resolution No. 16-5297** setting fees and policies for the utilities the City of Susanville and rescinding Resolution No. 12-4881, 10-4703, 08-4384, 05-3914 and 04-3748

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

Commission/Committee Reports:

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

- A Consider approval of **Resolution No. 16-5295** authorizing execution of airport hangar space lease agreement with Matt Bussell for City-owned Hangar #14
- B Consider approval of **Resolution No. 16-5299** authorizing execution of airport hangar space lease agreement with 172 Group for City-owned Hangar #14
- C Consider approval of **Resolution No. 16-5300** approving contract with Xpress Bill Pay and Chase Paymentech for online bill pay services
- D Consider approval of loan receivable write offs

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

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

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

**13** **CITY ADMINISTRATOR’S REPORTS:**

- A Golf Course Update

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

- A AB1234 travel reports:

15 **ADJOURNMENT:**

- **The next regular City Council meeting scheduled for June 15, 2016 will not be held.**
- **The City Council will hold a special meeting on June 22, 2016 at 5:30 p.m.**

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

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

I, Gwenna MacDonald, certify that I caused to be posted notice of the regular meeting scheduled for June 1, 2016 in the areas designated on May 27, 2016.

  
Gwenna MacDonald, City Clerk

Reviewed by: YJA City Administrator  
       City Attorney

  X   Motion Only  
       Public Hearing  
       Resolution  
       Ordinance  
       Information

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

**Action Date:** June 1, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Minutes of the City Council's May 4, 2016 meeting

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

**SUMMARY:** Attached for the Council's review are the minutes of the City Council's May 4, 2016 meeting.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Motion to waive oral reading and approve minutes of City Council's May 4, 2016 meeting.

**ATTACHMENTS:** Minutes: May 4, 2016

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

**Regular Meeting Minutes**

**May 4, 2016 – 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 and Gwenna MacDonald, City Clerk.

**1 APPROVAL OF AGENDA:**

Mr. Hancock noted that the attachment for Item 9B, approving and authorizing Mayor to execute the MOU with the Susanville Peace Officers Association Bargaining Unit, had been amended to reflect that the effective date for the implementation of Step H on the salary matrix should be July 9, 2016.

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

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

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

**A PUBLIC EMPLOYMENT – pursuant to Government Code §54957:**

1. Employee Status Report
2. Agency Negotiator: Jared G. Hancock  
Bargaining Unit: SPOA
3. Agency Negotiator: Jared G. Hancock  
Bargaining Unit: Administrative

**B CONFERENCE WITH REAL PROPERTY NEGOTIATOR – pursuant to Government Code 54956.8:**

1. Property: APN: 101-270-10  
Agency negotiator: Jared G. Hancock  
Negotiating parties: City of Susanville/Lassen Community College  
Under negotiation: Price/Conditions/Terms
2. Property: Diamond Mountain Golf Course  
Agency negotiator: Jared G. Hancock  
Negotiating parties: City of Susanville: Unknown  
Under negotiations: Price/Conditions/Terms of Lease

Closed Session recessed at 6:59 p.m.

**4 RETURN TO OPEN SESSION:** At 7:00 p.m. the City Council reconvened in Open Session.

Staff present: Jared G. Hancock, City Administrator; Jim Uptegrove, Interim Police Chief; James Moore, Fire Chief; Dan Newton, Public Works Director; Deborah Savage, Finance Manager and Gwenna MacDonald, City Clerk.

Mr. Hancock reported that prior to Closed Session, the City Council approved the agenda with an amended attachment for Item 9B, and noted that copies were also made available to the public. During Closed Session, the City Council gave direction but there was no reportable action.

Councilmember Garnier provided the Thought of the Day.

Mayor Wilson presented Lassen Solid Waste with a certificate of appreciation on behalf of the City Council for their contributions for the Susan River Clean-up day that had taken place on Friday, April 22<sup>nd</sup> in preparation for the Annual Junior Fishing Derby.

Mr. Hancock stated that the event was a huge success and he appreciated the participation of the community groups, including Crossroads Ministries who had over 12 people volunteering their time to clean up the stretch of river from behind McDonald's to the Riverside Drive Bridge. Over three tons of material was removed from abandoned homeless camps. Solid Waste provided materials to collect the material as well as coupons for free disposal. He thanked Administrative Staff Assistant Ruth Ellis and four prison inmates and city staff.

Mayor Wilson read a poem written in recognition of the Junior Fishing Derby by Lassen County Poet Laureate Violet Stout.

## **5 BUSINESS FROM THE FLOOR:**

**Frank Hall**, a representative of the No on Measure G Committee stated that the group was present to discuss issues related to the State of Jefferson. He suggested that the floor be turned over to Cindy Ellsmore who was prepared to give a power point presentation explaining the issues.

Mayor Wilson suggested moving on with consideration of regular business until the computer and projector was ready for the group to give their presentation.

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

- A Receive and file minutes from City Council's April 6, 2016 meeting
- B Approve vendor warrants numbered 96952 through 97071 for a total of \$464,544.41 including \$110,162.89 in payroll warrants

Motion by Councilmember Callegari, second by Councilmember De Boer 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. 16-5281 establishing and adopting Schedule of Fees for Services and rescinding Resolution No. 15-5153** Ms. Savage reported that the City charges fees for a wide range of services that are provided to the public and the amount of the fee may not exceed the cost for providing the services. The fees are reviewed on an annual basis to determine what costs are being recovered, and to make adjustments as needed. The fee schedule for fiscal year 2016-2017 is proposed with an increase based on time and materials for services related to the Police Department,

including producing police reports, VIN verifications, citation sign offs, police service and DUI recovery fees, daily alcohol sales applications, and amplified music permits.

Interim Chief Uptegrove added that the fee schedule for the police department had not been updated in quite some time, and it was necessary to make a few fee increases to the services mentioned by Ms. Savage.

There were no questions or comments from the Council or members of the public.

Motion by Councilmember De Boer, second by Mayor pro tem McBride, to approve Resolution No. 16-5281; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

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

**9**      **NEW BUSINESS:**

**9A**      **Consider approval of Resolution No. 16-5286 authorizing the closure of North Street from Weatherlow to Grand on Friday, May 13, 2016 and approving fee waiver for use of Community Center and Memorial Park for 3<sup>rd</sup> Grade Lassen County History Day** Mr. Newton reported that the 3<sup>rd</sup> Grade Lassen County History Day is an annual event sponsored by the Lassen County Office of Education, and this year it is scheduled for Friday, May 13<sup>th</sup>. Approximately 300 students participate, and they are guided around historic buildings, murals and sites in the uptown area and participate in hands-on pioneering activities at Memorial Park. In order to provide for the safety of the children and volunteers, it has been requested that the City close North Street between Grand and Weatherlow to general vehicle traffic. In addition to improving safety for the participants it provides an area for dropping off and picking up students. In addition, the Lassen County Office of Education has requested the City waive fees for use of the Community Center and Memorial Park, for a total fee waiver of \$268.

There were no questions or comments.

Motion by Councilmember De Boer, second by Councilmember Garnier to approve Resolution No. 16-5286; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**9B**      **Consider approval of Resolution No. 16-5288 approving and authorizing Mayor to execute MOU with the SPOA Bargaining Unit** Mr. Hancock explained that an agreement has been reached with the Susanville Peace Officers Association bargaining unit for the period of July 1, 2015 through June 30, 2017. The changes from the existing agreement include an increase to educational and training incentives which were previously limited to five percent and are now increased to a maximum of ten percent. Holders of Bachelor's Degrees are not eligible for Associate Degree incentive and Advanced POST certified individuals are not eligible for Intermediate POST incentives and no incentive is given for multiple degrees. There will also be an addition of Step H in the salary matrix, with Step "G" and "H" being the longevity steps for long term officers.

There were no questions or comments.

Motion by Councilmember Garnier, second by Councilmember De Boer to approve Resolution No. 16-5288; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**9C Consider approval of request for street closure of Pancera Plaza for Summer Farmer's Market in Historic Uptown Susanville** Mr. Hancock explained that the City was notified that the Lassen Land and Trails Trust and HUSA had been working together and have requested that the location of the Farmer's Market which is held at the Railroad Depot through the summer months, be moved to Pancera Plaza. This would provide more visibility and opportunity for those driving through the community to stop and participate in the market. They are requesting closure of Pancera Plaza 12 hours prior to the event each week, or approximately 6:00 p.m. on Friday to 1:00 p.m. on Saturday for the months of June, July, August and September. The City will provide construction barriers, and HUSA will be responsible for signage, placement and removal. In addition, Lassen Land and Trails Trust will be providing event layout information, parking requirements and emergency contact information during the event. He invited David Teeter, HUSA President, to speak.

**David Teeter** expressed his appreciation to the Lassen Land and Trails Trust who have been very helpful and generous in working with HUSA to move the Farmers Market to the uptown location at Pancera Plaza. He stated that it is a great event and hopes to be able to tie it in with other events and increase foot traffic to the historic uptown. He introduced Laura Medvin, Farmer's Market Manager from Lassen Land and Trails Trust, and invited the City Council to ask any questions they may have about the event.

**Laura Medvin** Lassen Land and Trails Trust, thanked the City Council for their support and assistance in organizing the weekly market at the new location. She offered to answer any questions that the City Council may have.

Councilmember Garnier stated she was very excited, and thinks it is a great opportunity and an excellent event to have at that location. She asked if the alley would be left open to allow for emergency vehicle access.

Ms. Medvin responded that it will be left unblocked and vendors would not be allowed to set up a booth at the alley's entrance.

Councilmember De Boer asked if there would be signage for people traveling east on Highway 36 so they could stop and participate or at least slow down and be aware of the increased traffic and pedestrians in the uptown.

Ms. Medvin answered that they would be putting up adequate signage for travelers coming through the uptown from both directions.

Motion by Councilmember Garnier, second by Councilmember Callegari, to authorize street closure for Pancera Plaza for the Lassen Land and Trails Trust Summer Farmer's Market on the dates requested; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

**Mayor Wilson** announced that the presentation for Keep it California would be considered as the next item of business.

### **Keep It California**

**Cindy Ellsmore** explained that her group had been formed in April 2015 in order to advocate for improved representation of rural California issues and to oppose breaking away from the State of California. She reviewed issues relevant to the creation of a new state and the impacts on families, the economy and taxes. She stated that the total State Income Tax collected from Lassen County in 2013 was

\$14 million, and using a viability model, it is estimated that funding a new state would require approximately \$41 million for all of the services that are currently provided through the State. This represents an increase per tax payer of almost three hundred percent. With the addition of sales and fuel taxes, Lassen County contributes a total of \$22,500,000 in local taxes paid, and receives \$90,316,000 in State support and funding to K-12 schools and the college. This represents a deficit of \$67,816,000 in funding that would somehow have to be made up from the residents. In addition, as a newly formed State with unstable revenue and no credit rating any bond funding would be rated as junk bonds.

Ms. Ellsmore discussed the impact on current CalPERS members and the potential for an exodus of experienced employees and teachers from the area in order to retain their retirement benefits. Those are the people whose assistance would be needed for the creation of a new state. She added that everyone can agree that the challenges facing the northern part of the State are significant, and include a high poverty level, deteriorating infrastructure, and few institutions of higher learning. However, separating from California is not the solution. She urged those present to vote no on Measure G, and oppose the State of Jefferson movement.

Mayor Wilson thanked Ms. Ellsmore for her presentation.

**9D Consider approval of Resolution No. 16-5289 authorizing application for grant funding**

**through the Active Transportation Program** Mr. Hancock reported that the Active Transportation Program is a state wide grant program that provides funding to increase and encourage residents to walk and bicycle as forms of transportation. The City is currently putting together an application for 2016 funding to create a walking and bicycle path along Riverside Drive adjacent to the Sierra Pacific Industries mill site. Lassen Land and Trails Trust has requested that the City include a small section of their proposed trail in the City application. The area east of the Railroad Depot is a 7 acre parcel that is part of the old railroad cut, and the proposal would include rehabilitation of the banks, installation of fencing to convert area to non-motorized recreational use, and construction of a 12 foot wide gravel path, gutters, signage, bicycle racks and a new outdoor kiosk.

City staff reviewed the request from Lassen Land and Trails Trust, and it was determined that based upon the notoriety of the Bizz Johnson Trail, the addition of the project connecting the Riverside Trail with the Bizz Johnson Trail would improve the application and increase the likelihood of funding of what is a very competitive grant. The approach also supports the City's commitment to increasing connectivity of the trail system within the City. The Lassen Land and Trails Trust must partner with a sponsoring agency that has a Caltrans agreement in place, or have an application for a minimum request of \$250,000 and agency agreement with Caltrans. The application process requires a resolution of support from the City Council, with a deadline of June 15<sup>th</sup>. Mr. Hancock requested comments or questions from the City Council regarding the proposed project and application.

Mayor Wilson asked if the fact that the trails do not come near one another count against the City in the application process.

Mr. Hancock responded that the application would have to be revised to include an on-street bikeway with the installation of way finding signs in order to connect the two trails together, suggesting a possible location on the side streets along Covina Avenue. According to the guidelines, Class 2 trails require signage, and Class 3 trails are only required to have markings on the street. Based upon the street width, staff could bring back pictures to illustrate a couple of options, however it is important to act quickly as

the location of the street path would require an adjustment to the grant narrative and the application deadline is June 15<sup>th</sup>.

Councilmember Garnier expressed her concern with the impact on street parking if a bike path was created. There are many areas in town where the only parking available for homeowners is on the street in front of the house.

Mr. Newton stated that bicycle lanes are located next to the traffic lane, and not the sidewalk so it would not have too much of an effect on street parking.

Mayor Wilson asked what the alternative would be for utilizing side streets to connect the trails.

Mr. Hancock responded that the trail could be connected down Alexander Avenue.

**Stan Bales**, Lassen Land and Trails Trust, spoke regarding the project and stated that the ultimate goal would be to continue the trail along the old railroad track as an extension of the Bizz Johnson.

**Amy Holman**, Land Manager for Lassen Land and Trails Trust thanked Mr. Hancock and Mr. Sims for all of their assistance regarding the application and process of incorporating their project into the City's application.

Motion by Councilmember De Boer, second by Councilmember Callegari to approve Resolution No. 16-5289; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

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

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

**12**     **CONTINUING BUSINESS:**

**12A**    **Consider approval of Urgency Ordinance No. 16-1005, rescinding Ordinance No. 16-1003 and adopting Water Conservation Measures to comply with State Mandated Water Curtailment** Mr. Hancock reported that last year, the City adopted an urgency ordinance placing a mandatory restriction on outdoor watering, limiting watering to three days per week. The ordinance specified the watering days of the week for odd and even numbered addresses and outlined the City's authority and necessity to implement the emergency regulation. The State Water Resource Control Board's Emergency Water Regulation required the City to reduce water usage by thirty-six percent from June 2015 to February 2016. The City achieved a twenty-six percent reduction, but because it was so far from the thirty-six percent mandate, the City received an additional State conservation order that included additional measures to hire staff to further the conservation effort and reduce outdoor watering to only one day per week. City staff met with State officials, had multiple conversations and have been successful in having those two items removed from the order, in large part because the conservation effort continued through the fall and winter months which is when the majority of the savings could be achieved due to the configuration changes of the system. The State also implemented a climate factor in the calculations and the conservation percentage has been reduced to thirty-three percent by October 31, 2016. Mr. Hancock described the compliance steps which include a door hangar, a reminder letter for repeated non-compliance, followed by a fine, although there were no fines issued. It is staff's recommendation to adopt an urgency ordinance to implement the same three-day per week watering schedule and compliance measures in order to achieve the thirty-three percent reduction.

There were no questions or comments.

Mr. Hancock clarified that the action requested included rescinding the previous ordinance, however it should not be rescinded until Ordinance No. 16-1005 goes into effect so there is no lapse in the restriction.

Motion by Councilmember Garnier, second by Councilmember De Boer, to approve Urgency Ordinance No. 16-1005, rescinding Ordinance No. 15-1003 upon the effective date of Ordinance No. 16-1005; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

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

**13A Skyline Park Pump Track Update** Mr. Hancock explained that a portion of the Skyline Park has been used as a bicycle track constructed in 2003 or 2004, and the Susanville Area Bicycle Association would like to install some upgrades to the track. The current track area covers less than one acre, and there is no expansion being proposed, it is an opportunity to repurpose the existing track to make it more functional. He turned the floor over to Mayor pro tem McBride.

Mayor pro tem McBride explained that a pump track is a system of berms and dirt mounds where bicycle riders can use the pumping motion of their body to travel around the track without pedaling, and they are gaining popularity in many communities around the country. With the assistance of a consultant from Redding, the Susanville Area Bicycle Association is proposing to install improvements to the Skyline Park bicycle track. The improvements would include leveling the property, grading it, and utilizing red dirt and rocks for support to construct a pump track. He stated that there is improved compaction by utilizing red dirt with the existing dirt that is on site, and it is important to begin the work while there is adequate moisture in the ground. The rocks would also be used to improve landscaping, in addition to providing support for the track. He provided a short video regarding the benefit to the community by providing a family friendly recreation opportunity. He requested that the group have access to a sifter and water tender during the construction.

Councilmember Garnier asked what affect the installation of the track would have on pedestrians walking at the park.

Mayor pro tem McBride responded that the affect should be minimal, as the bicycling is confined to one specific area of the park.

There was a discussion regarding possible fencing around the area to improve appearance and safety for the project.

It was the consensus of the City Council to move forward with the project.

**13B Annual Fitch Ratings of Water and Natural Gas Bonds Update** Mr. Hancock explained that Fitch Ratings reviews the financial status of the City's Natural Gas and Water Systems to assist in providing an opinion on the relative ability of the Susanville Public Financing Authority to meet its financial commitments to bond holders on the repayment of principal and interest for the 2010 Refunding Revenue Bonds. In May 2014 Fitch rated the Senior Water Bond to A and upgraded the Subordinate Natural Gas Bond to BBB+. Fitch has affirmed these current ratings for 2016. The A rating means that the City has a strong capacity to meet financial commitments, and a rating of BBB+ indicates that there is adequate capacity to meet financial commitments.

There were no comments or questions.

**13C Golf Course Restaurant RFP Update** Mr. Hancock reported that the City had released a Request for Proposal to contract with an individual or agency for the purpose of operating the Diamond Mountain Bar and Grill. The RFP was released on March 25, 2016, and no proposals have been received. Staff is proposing to make a few minor modifications to the RFP and leaving the date open until filled. In the interim, staff will be exploring options to expand some of the food options in the pro shop.

**Mark Eberle** asked what modifications would be made to the RFP.

Mr. Hancock responded that the most notable amendment would be the requirement to provide proof of funding in the amount of \$15,000 and offer the option for the operator to provide a bond instead. In addition, some enhancements to the language to describe the exciting opportunity will be made.

**Mr. Eberle** asked if the option would still be just to lease the facility and not manage it for the City. Mr. Hancock responded that the terms would still be lease only, unless someone had an alternative proposal that they would like to have the City consider then he invited a letter of interest be submitted to his attention.

**Mr. Eberle** asked what the next steps would be if the City still received no response.

Mayor Wilson responded that a large issue with the City operating the bar and restaurant is that the City is not allowed to obtain a liquor license for alcohol sales. The City would be continuing discussion regarding all possible options.

**Joe Franco** noted that it is obvious that the restaurant and bar operation is not a money making venture, and that food items limited to the pro shop would not require a liquor license. He commented that it was a challenging issue that the City would be struggling to solve.

**13D Sphere of Influence and Annexation** Mr. Hancock stated that the City of Susanville is the only incorporated city in Lassen County and as such, has a set boundary line referred to as the city limits. There are certain privileges associated with being in the City, including control over land use and offering services to residents. If the City ventures outside of the city limits to provide services, the City has to work with the Local Agency Formation Commission, or LAFCo. LAFCo is a joint board made up of two City Council members, two Board of Supervisors representatives and one public member, and they conduct municipal services reviews for cities and special districts. Their primary functions include the regulation of growth, preservation of agricultural lands, and to regulate the annexation process. Prior to annexation to the City, land must be located within the City's sphere of influence, which is the area anticipated for future growth and expansion of the City within 20 years, however the trend now is to identify both short and long term spheres. This means that the areas of probable growth within the next 5 to 20 years will be identified as areas that the City may want to grow in the future. It has been discussed in the past by City Council and staff to discuss the options and benefit of bringing property that is owned by the City into the city limits. They have also discussed the option of creating satellite spheres. During that conversation, a total of 14 parcels have been identified that are owned by the City, but are located in the County.

Mr. Hancock reviewed the map attachment, noting the city limit line and describing the location and various features of all 14 parcels. There have been a lot of discussion to reduce the sphere of influence to

the north of the city, and to mirror the sphere of influence that has been adopted by the Susanville Sanitary District. Mr. Hancock invited questions and requested feedback from the City Council regarding the potential inclusion of any of these properties in order to ensure that the proposed sphere of influence reflects the priorities of the City Council.

Mayor Wilson asked how the City addresses the issue that island annexations are discouraged by LAFCo.

Mr. Hancock explained that over the past few years LAFCo has adopted additional regulations related to island annexations by cities. The City of Susanville has two existing island annexations; the prison and the golf course. In addition to island annexations, many jurisdictions in the past have utilized what is referred to as a lollipop annexation, where a roadway is annexed in addition to a larger bubble of property at the end. The recent changes in regulation apply to property that is owned by the City, and being used by the City. There are acreage limitations involved with island annexations, and as an example the prison annexation would be less likely to be approved based on current requirements.

Mayor Wilson asked what the effect would be on triggering the requirement to annex any DUC's.

Mr. Hancock explained that a DUC is a term for Disadvantaged Unincorporated Community and there was a discussion at the previous LAFCo meeting related to changes to the applicable laws. If a City was considering annexing a property that was adjacent to a DUC, the area had to be included in the annexation. It was a mechanism to ensure that disadvantaged communities which do not generate very high property tax revenues were provided the same opportunities to receive services provided by the City. The change in law specifies that prior to any large annexations, the community would have to incorporate any existing DUCS in the annexation. There is a specific methodology being developed to identify if it's a DUC or not, with some of the criteria being fairly easy to determine such as access to utilities and other existing services such as police or fire protection. What is very difficult to determine is the income of residents because of changes that were made in the recent census and community survey models, there is less specific income data available. There are two potential areas in close proximity to the City of Susanville, one being the Sleepy Hollow mobile home park, and the area near the new court house off Grove Street. The City would have to go directly to those residents and conduct direct income surveys in order to determine if the residents meet the requirements of being a DUC.

Councilmember Garnier asked if that could affect the area in Johnstonville.

Mayor Wilson agreed, asking if bringing in the airport or the area where the water tank is located, if that would require that the annexation include some of the properties around that area.

Mr. Hancock responded that the areas right now would not be considered a DUC because they are too far away from the City however if the airport area was annexed, it could potentially create a DUC because it would then be contiguous to the city boundary. That would have to be discussed with LAFCo, however it's his understanding that the annexation of property that is government owned is treated differently than if the annexation is bringing in private property for the purpose of development.

Mr. Hancock request direction from the Council.

Councilmember De Boer stated that he did not consider any benefit to annexing more properties into the City and increasing responsibility for maintaining more infrastructure than presently exists.

Councilmember Garnier responded that at this time, these parcels are being considered for including in the Sphere of Influence and that does not mean they have to be annexed right away.

Mr. Hancock agreed, stating that staff was in the process of drafting sphere of influence maps, and if there was interest on the part of the City Council to annex the airport in the future then it should be included in the draft map. If there is an interest in the properties that are further outside of the current sphere, then the Council could conduct more discussions regarding the creation of satellite spheres.

Councilmember Garnier asked about Cady Springs and Bagwell.

Mr. Hancock responded that those properties are already located within the sphere of influence, however if the City considers expanding to the southwest, then the City Council may decide to pull the sphere in from north and west, and in the area around Cady Springs, it is unlikely that it would be cost effective to ever expand the city in that direction.

Councilmember Garnier asked if that rationale would also apply to the other half of the Golf Course.

Mr. Hancock stated that if the City was interested in annexing the other half of the golf course he would recommend pursuing a satellite sphere otherwise the Richmond Road and Gold Run area would have to be included, which does not seem likely that the City would want or need to annex those areas within the next 20 years.

Mayor Wilson observed that the City has all of these properties that are owned and located in the County, and asked what the advantages would be to annex them to the City.

Councilmember Callegari stated that it is about maintaining land control and he would support annexation of the airport property and anything that allows additional control and protection of the water system.

Mr. Hancock responded that each of the properties is different and with the airport there is the potential for some increase in tax revenue, however the main benefit would be to provide additional control through the land use process. The City has a current agreement with the County that specifies that the City will be the lead agency for any development projects on City property located in the County. The County also would be the lead agency for anything occurring on County owned property within the City, including conducting building inspections and obtaining permits. However, any property owned by the City but located in the County is still subject to the County's land use policies and that would be an advantage to annexation, to gain additional control over the property through land use.

Mayor Wilson asked if the Police Department would be the primary response to those satellite areas.

Mr. Hancock responded that they would, although most of the properties are fairly remote and secure, and it is unlikely that there would be any requirements for regular and frequent patrols. The City does respond to calls at the golf course and airport already.

Mayor Wilson asked about the annexation of agricultural land and what the City could do to preserve the current use.

Mr. Hancock described the pre-zoning process required prior to annexation, explaining that an agricultural land use designation should be created, with agricultural land policies developed in order to identify and protect the use of the property prior to annexation.

Councilmember Callegari asked about annexation strictly for the purpose of providing utility services, with the County retaining responsibility for providing police and fire protection.

Mr. Hancock responded that the City currently has an out of area service agreement with LAFCo which allows the City to provide utility services to any properties within the sphere of influence without any obligation to annex the property. If there is land that the City would like to extend utility services to, that should be included in the sphere.

It was the consensus to move forward with developing the sphere maps and bring drafts back to City Council for final review prior to submittal to LAFCo.

**13E CalTrans Cap M Project Update** Mr. Hancock reported that Caltrans is currently in the Project Approval/Environmental Determination Phase of the Cap M project, and it is anticipated to be completed in June 2016. Caltrans had previously notified the City that there may be difficulty in obtaining sufficient right of way to complete the installation of ADA pedestrian ramp improvements through the Main Street corridor and had requested that the City consider the installation of bulbouts as a possible solution. Once the bulbouts were designed it was determined that a lane reduction, or 'road diet' may be needed, and traffic data was collected over a one week period in October 2015 with preliminary traffic modeling conducted. It was determined that the reduction in travel lanes would result in decreased levels of service. Staff met with Caltrans on April 28<sup>th</sup> to discuss the creation of a project alternative. The new project as proposed by Caltrans would leave the existing lane configurations in place, and would incorporate additional pedestrian ramps along Main Street, and would include bulbouts in the uptown areas from Roop to Gay Street with the possibility of extending them to Weatherlow or Grand Avenue. They have a number of challenges with the project and staff will provide updates as additional information becomes available.

Councilmember Callegari stated that he believed snow removal will be a problem if the road was narrowed.

Mr. Hancock responded that normally these types of projects are designed by engineers and design specialists and then maintained by a separate group of people which can result in maintenance issues, however in this case, the maintenance people are very much involved in the project design and snow removal is a big concern for them as well.

Councilmember Garnier noted that for years, HUSA struggled and fought with Caltrans just to allow business owners to put a barrel of flowers on the sidewalk in front of their store, and now the idea that they are pushing to install large areas which will be necessary to maintain and landscape is frustrating.

**14 COUNCIL ITEMS:**

**14A AB1234 travel reports:**

Councilmember Garnier requested an update regarding hangar leases be brought to the next meeting.

**15 ADJOURNMENT:**

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

Meeting adjourned at 9:33 p.m.

Respectfully submitted by

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Brian R. Wilson

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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:** June 1, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Vendor and Payroll Warrants

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

**SUMMARY:** Warrants dated May 10<sup>th</sup> through May 25<sup>th</sup> numbered 97181 through 97311

**FISCAL IMPACT:** Accounts Payable vendor warrants totaling \$ 481,591.86 plus \$ 2418.17 in payroll warrants, for a total of \$484,010.03

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

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

Report Criteria:

Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
05/06/2016	CDPT	05/10/2016	506	CITY OF SUSANVILLE PA	1	7650-2203-1	7,051.85-
05/06/2016	CDPT	05/10/2016	506	CITY OF SUSANVILLE PA	1	7650-2203-1	7,051.85-
05/06/2016	CDPT	05/10/2016	506	CITY OF SUSANVILLE PA	1	7650-2203-1	2,240.02-
05/06/2016	CDPT	05/10/2016	506	CITY OF SUSANVILLE PA	1	7650-2203-1	2,230.67-
05/06/2016	CDPT	05/10/2016	506	CITY OF SUSANVILLE PA	1	7650-2203-1	17,247.08-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	723.75-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	5,322.08-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	1,686.90-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	2,329.49-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	365.13-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	1,440.45-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	153.96-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	79.56-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	1,170.60-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	1,168.14-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	1,049.52-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	1,017.86-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	358.27-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	347.46-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	14.00-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	3,980.87-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	855.29-
05/06/2016	CDPT	05/10/2016	507	P.E.R.S.	8	7650-2203-1	1,951.38-
05/06/2016	CDPT	05/10/2016	508	EMPLOYMENT DEV. DEP	6	7650-2203-1	5,105.70-
05/06/2016	CDPT	05/10/2016	509	EMPLOYMENT DEV DEP	7	7650-2203-1	1,295.20-
05/20/2016	CDPT	05/20/2016	97078		40	7650-2203-0	348.46
05/06/2016	CDPT	05/10/2016	97183		40	7650-2203-0	348.46-
05/06/2016	CDPT	05/10/2016	97184	CA STATE DISBURSEME	35	7650-2203-0	155.07-
05/06/2016	CDPT	05/10/2016	97185	CA STATE DISBURSEME	36	7650-2203-0	103.84-
05/06/2016	CDPT	05/10/2016	97186	CA STATE DISBURSEME	37	7650-2203-0	69.23-
05/06/2016	CDPT	05/10/2016	97187	NATIONWIDE RETIREME	5	7650-2203-0	905.00-
05/06/2016	CDPT	05/10/2016	97188	STATE OF CALIF FRAN T	27	7650-2203-0	378.69-
05/06/2016	CDPT	05/10/2016	97189	VALIC	4	7650-2203-0	1,767.62-
05/06/2016	CDPT	05/10/2016	97190	VANTAGEPOINT TRANS.	3	7650-2203-0	62.00-
05/20/2016	CDPT	05/11/2016	97192		40	7650-2203-0	348.46-
Grand Totals:			35				70,026.99-

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
05/16	05/10/2016	97191	728	U S POSTMASTER	UB BILLING GAS	051016	1	7401-430-62-46	POSTAGE	80.22	80.22
05/16	05/10/2016	97191	728	U S POSTMASTER	UB BILLING WATER	051016	2	7110-430-42-46	POSTAGE	155.76	155.76
Total 05/10/16:										235.98	235.98
Grand Totals:										235.98	235.98

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
05/16	05/12/2016	97194	109	CAL-SIERRA TITLE	HOUSING LOAN 350 N SACRAM	050616	1	2016-463-73-48	ACTIVITY DELIVERY-LOANS	38,015.00	38,015.00
05/16	05/12/2016	97194	109	CAL-SIERRA TITLE	HOUSING LOAN 350 N SACRAM	050616	2	2017-463-73-48	ACTIVITY DELIVERY-LOANS	31,485.00	31,485.00
Total 050616:										69,500.00	69,500.00
Total 50616:										86,200.00	86,200.00
Grand Totals:										155,700.00	155,700.00

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
05/16	05/13/2016	97196	1233		REIM G/C SUPPLIES	050216	1	7530-451-55-46	SUPPLIES - GENERAL	20.36	20.36
Total 050216:											
05/16	05/13/2016	97197	40	AMPS ELECTRIC	TOKEN BOX RIVERSIDE-PARKS	2287	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	295.00	295.00
Total 2287:											
05/16	05/13/2016	97198	1269	THE ANTIGUA GROUP IN	PRO SHOP INVENTORY-GC	004394892	1	7530-1410-007	INVENTORIES - GOODS SOLD	228.90	228.90
Total 004394892:											
05/16	05/13/2016	97199	1070	AT&T MOBILITY	WIRELESS PHONES POLICE	835956037X05012016	1	1000-421-10-45	COMMUNICATIONS	143.43	143.43
Total 835956037X05012016:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	FUEL-PW	0364 042516	1	7620-430-10-44	REPAIR AND MAINTENANCE-V	9.00	9.00
Total 0364 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	CAR WASH	2064 042516	1	1000-413-20-46	SUPPLIES-GENERAL	9.00	9.00
Total 2064 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	FUEL-FIRE	3609 042516	1	1000-422-10-46	GASOLINE	100.00	100.00
Total 3609 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	POSTERS-GC	4028 042516	1	7530-451-55-46	SUPPLIES - GENERAL	38.69	38.69
05/16	05/13/2016	97200	884	BANK OF AMERICA	POSTAGE-FIRE	4028 042516	2	1000-422-10-46	POSTAGE	6.80	6.80
05/16	05/13/2016	97200	884	BANK OF AMERICA	CUSTODIAL & OFFICE SUPPLIE	4028 042516	3	7530-451-55-46	SUPPLIES - GENERAL	335.81	335.81
05/16	05/13/2016	97200	884	BANK OF AMERICA	CUSTODIAL SUPPLIES	4028 042516	4	1000-417-10-46	SUPPLIES-JANITORIAL	32.44	32.44
05/16	05/13/2016	97200	884	BANK OF AMERICA	POSTAGE-AIRPORT	4028 042516	5	7201-430-81-46	POSTAGE	1.57	1.57
05/16	05/13/2016	97200	884	BANK OF AMERICA	CITY HALL PHONES	4028 042516	6	1000-417-10-45	COMMUNICATIONS	507.47	507.47

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 4028 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	OFFICE SUPPLIES	4093 042516	1	1000-417-10-46	SUPPLIES-GENERAL	23.70	23.70
05/16	05/13/2016	97200	884	BANK OF AMERICA	CUSTODIAL SUPPLIES	4093 042516	2	1000-417-10-46	SUPPLIES-JANITORIAL	16.56	16.56
05/16	05/13/2016	97200	884	BANK OF AMERICA	INK	4093 042516	3	1000-417-10-46	SUPPLIES-GENERAL	107.04	107.04
05/16	05/13/2016	97200	884	BANK OF AMERICA	ADVERTISING-G/C	4093 042516	4	7530-451-52-45	ADVERTISING	15.00	15.00
05/16	05/13/2016	97200	884	BANK OF AMERICA	CUSTODIAL SUPPLIES-PARKS	4093 042516	5	1000-452-20-46	SUPPLIES-GENERAL	51.50	51.50
Total 4093 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	SUPPLIES-STREETS	4168 042516	1	2007-431-20-46	SUPPLIES-GENERAL	24.16	24.16
Total 4168 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	CD ROM-PD	4242 042516	1	1000-421-10-46	BOOKS AND PERIODICALS	41.95	41.95
Total 4242 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	TR EX FOLSOM 4/7/16	4275 042516	1	1000-421-10-45	TRAINING	364.92	364.92
Total 4275 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	INVESTIGATION SUPPLIES-PD	4291 042516	1	1000-421-10-45	INVESTIGATIVE FUNDS	70.19	70.19
Total 4291 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	TR EX UKIAH 4/12/16	4317 042516	1	1000-421-10-45	TRAINING	139.82	139.82
05/16	05/13/2016	97200	884	BANK OF AMERICA	TR EX SAC 4/3/16 -PD	4317 042516	2	1000-421-10-45	TRAINING	644.50	644.50
05/16	05/13/2016	97200	884	BANK OF AMERICA	TR EX SAN MATEO 3/27/16	4317 042516	3	1000-421-10-45	TRAINING	630.77	630.77
Total 4317 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	WEB BUILDER-AP	5203 042516	1	7620-430-11-48	DUES AND MEMBERSHIPS	24.90	24.90
Total 5203 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	DRUM PUMP, BATTERY-WATER	5442 042516	1	7110-430-42-46	SUPPLIES-GENERAL	1,989.50	1,989.50

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 5442 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	VEHICLE MAINT-PD	5488 042516	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	75.86	75.86
05/16	05/13/2016	97200	884	BANK OF AMERICA	OFFICE SUPPLIES-PD	5488 042516	2	1000-421-10-44	FACILITY - REPAIR & MAINTEN	28.48	28.48
05/16	05/13/2016	97200	884	BANK OF AMERICA	POSTAGE-PD	5488 042516	3	1000-421-10-46	POSTAGE	21.45	21.45
05/16	05/13/2016	97200	884	BANK OF AMERICA	UNIFORM-PD	5488 042516	4	1000-421-10-42	UNIFORM ALLOWANCE	64.45	64.45
05/16	05/13/2016	97200	884	BANK OF AMERICA	PROFESSIONAL SER-PD	5488 042516	5	1000-421-10-43	PROFESSIONAL SVCS	137.44	137.44
05/16	05/13/2016	97200	884	BANK OF AMERICA	BATTERIES-PD	5488 042516	6	1000-421-10-46	SUPPLIES-SAFETY ITEMS	285.02	285.02
05/16	05/13/2016	97200	884	BANK OF AMERICA	SAFETY SUPPLIES-PD	5488 042516	7	1000-421-10-45	INVESTIGATIVE FUNDS	38.60	38.60
Total 5488 042516:										651.30	651.30
05/16	05/13/2016	97200	884	BANK OF AMERICA	INTERNET SECURITY-PD	6933 042516	1	1000-421-10-43	TECHNICAL SVCS	79.99	79.99
Total 6933 042516:											
05/16	05/13/2016	97200	884	BANK OF AMERICA	TR EX	7454 042516	1	7401-430-62-45	TRAVEL	130.65	130.65
05/16	05/13/2016	97200	884	BANK OF AMERICA	TR EX	7454 042516	2	7110-430-42-45	TRAVEL	130.65	130.65
05/16	05/13/2016	97200	884	BANK OF AMERICA	TR EX	7454 042516	3	2007-431-20-45	TRAVEL	130.66	130.66
05/16	05/13/2016	97200	884	BANK OF AMERICA	MOWER REPAIR-GC	7454 042516	4	7530-451-52-44	REPAIR & MAINTENANCE - MIS	41.89	41.89
05/16	05/13/2016	97200	884	BANK OF AMERICA	TOOL BOXES-PW	7454 042516	5	7620-430-10-47	FURNITURE AND FIXTURES	208.52	208.52
05/16	05/13/2016	97200	884	BANK OF AMERICA	USB-WATER	7454 042516	6	7110-430-42-46	SUPPLIES-GENERAL	32.12	32.12
05/16	05/13/2016	97200	884	BANK OF AMERICA	BINDERS-STREETS	7454 042516	7	2007-431-20-46	SUPPLIES-GENERAL	3.78	3.78
05/16	05/13/2016	97200	884	BANK OF AMERICA	PLIERS, RINGS-PW	7454 042516	8	7620-430-10-46	SUPPLIES-GENERAL	13.95	13.95
05/16	05/13/2016	97200	884	BANK OF AMERICA	IPHONE CASE BELT CLIP-GAS	7454 042516	9	7401-430-62-46	SUPPLIES-GENERAL	83.80	83.80
05/16	05/13/2016	97200	884	BANK OF AMERICA	WEB BUILLDER-PW	7454 042516	10	7620-430-10-48	DUES AND MEMBERSHIPS	24.90	24.90
05/16	05/13/2016	97200	884	BANK OF AMERICA	SOFTWARE-PW	7454 042516	11	7620-430-10-47	SOFTWARE	49.99	49.99
05/16	05/13/2016	97200	884	BANK OF AMERICA	TRAINING	7454 042516	12	7401-430-62-45	TRAVEL	650.00	650.00
Total 7454 042516:										1,500.91	1,500.91
05/16	05/13/2016	97200	884	BANK OF AMERICA	BOOKS-GAS	7575 042516	1	7401-430-62-46	BOOKS AND PERIODICALS	626.84	626.84
05/16	05/13/2016	97200	884	BANK OF AMERICA	BINDERS-GAS	7575 042516	2	7401-430-62-46	SUPPLIES-GENERAL	64.45	64.45
05/16	05/13/2016	97200	884	BANK OF AMERICA	TOOL BOXES-GAS	7575 042516	3	7401-430-62-46	SUPPLIES-SMALL TOOLS	80.60	80.60
05/16	05/13/2016	97200	884	BANK OF AMERICA	BLOWER FAN-GAS	7575 042516	4	7401-430-62-46	SUPPLIES-GENERAL	257.63	257.63
Total 7575 042516:										1,029.52	1,029.52

Check Issue Dates: 5/13/2016 - 5/13/2016

May 13, 2016 09:39AM

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
05/16	05/13/2016	97200	884	BANK OF AMERICA	NOZZLE SPRAYER-FIRE	7979 042516	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	28.69	28.69
05/16	05/13/2016	97200	884	BANK OF AMERICA	FUEL-FIRE	7979 042516	2	1000-422-10-46	GASOLINE	451.42	451.42
05/16	05/13/2016	97200	884	BANK OF AMERICA	LINENS-FIRE	7979 042516	3	1000-422-10-44	LINEN SERVICE	135.54	135.54
05/16	05/13/2016	97200	884	BANK OF AMERICA	CUSTODIAL SUPPLIES-FIRE	7979 042516	4	1000-417-10-46	SUPPLIES-JANITORIAL	44.22	44.22
05/16	05/13/2016	97200	884	BANK OF AMERICA	LOCKING WALL MOUNT-FIRE	7979 042516	5	1000-422-10-44	FACILITY - REPAIR & MAINTEN	121.31	121.31
05/16	05/13/2016	97200	884	BANK OF AMERICA	WEB UPDATE-FIRE	7979 042516	6	1000-422-10-46	BOOKS AND PERIODICALS	48.92	48.92
05/16	05/13/2016	97200	884	BANK OF AMERICA	SOCKETS-FIRE	7979 042516	7	1000-422-10-46	SUPPLIES-SMALL TOOLS	32.24	32.24
05/16	05/13/2016	97200	884	BANK OF AMERICA	INK-FIRE	7979 042516	8	1000-422-10-46	SUPPLIES-GENERAL	18.24	18.24
05/16	05/13/2016	97200	884	BANK OF AMERICA	INK-FIRE	7979 042516	9	1000-425-20-46	SUPPLIES-GENERAL	32.25	32.25
05/16	05/13/2016	97200	884	BANK OF AMERICA	POSTAGE-FIRE	7979 042516	10	1000-425-20-46	POSTAGE	6.68	6.68
Total 7979 042516:						919.51				919.51	919.51
05/16	05/13/2016	97200	884	BANK OF AMERICA	PRO SHOP SUPPLIES-GC	9430 042516	1	7530-451-55-46	SUPPLIES - GENERAL	539.28	539.28
05/16	05/13/2016	97200	884	BANK OF AMERICA	OFFICE SUPPLIES-GC	9430 042516	2	7530-451-52-46	SUPPLIES-GENERAL	31.15	31.15
Total 9430 042516:						570.43				570.43	570.43
05/16	05/13/2016	97201	8514		REFUND GAS OVERPAYMENT	10305900002	1	9999-1001-001	CASH CLEARING - UTILITIES	281.23	281.23
Total 10305900002:						281.23				281.23	281.23
05/16	05/13/2016	97202	927	BAXTER AUTO PARTS IN	FILTER #170-GAS	32169422	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	11.58	11.58
Total 32169422:						11.58				11.58	11.58
05/16	05/13/2016	97202	927	BAXTER AUTO PARTS IN	PARTS #621-FIRE	32169591	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	37.52	37.52
Total 32169591:						37.52				37.52	37.52
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	SUPPLIES-FIRE	355141	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	34.81	34.81
Total 355141:						34.81				34.81	34.81
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	DOOR REPAIR-FIRE	355513	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	27.07	27.07
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	SUPPLIES #622-FIRE	355513	2	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	67.68	67.68
Total 355513:						94.75				94.75	94.75

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05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	SUPPLIES-FIRE	355677	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	6.18	6.18	
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	CUSTODIAL SUPPLIES-FIRES	355677	2	1000-422-10-46	SUPPLIES-JANITORIAL	6.94	6.94	
Total 355677:											13.12	13.12
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	FASTENERS-PARKS	355983	1	1000-452-20-46	SUPPLIES-GENERAL	14.19	14.19	
Total 355983:											14.19	14.19
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	FASTENERS-PARKS	356032	1	1000-452-20-46	SUPPLIES-GENERAL	2.80	2.80	
Total 356032:											2.80	2.80
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	DRILL BIT-STREETS	356094	1	2007-431-20-46	SUPPLIES-GENERAL	4.83	4.83	
Total 356094:											4.83	4.83
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	DRILL BIT RETURN, DRILL BIT-	356116	1	2007-431-20-46	SUPPLIES-GENERAL	.97	.97	
Total 356116:											.97	.97
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	SUPPLIES-WATER	356126	1	7110-430-42-46	SUPPLIES-GENERAL	9.17	9.17	
Total 356126:											9.17	9.17
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	CUSTODIAL SUPPLIES-STREET	356155	1	2007-431-20-46	SUPPLIES-GENERAL	1.93	1.93	
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	CUSTODIAL SUPPLIES-WATER	356155	2	7110-430-42-46	SUPPLIES-GENERAL	1.93	1.93	
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	CUSTODIAL SUPPLIES-GAS	356155	3	7401-430-62-46	SUPPLIES-GENERAL	1.93	1.93	
Total 356155:											5.79	5.79
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	LIGHT BULBS-WATER	356419	1	7110-430-42-46	SUPPLIES-GENERAL	25.14	25.14	
Total 356419:											25.14	25.14
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	SUUPLES-GAS	356593	1	7401-430-62-46	SUPPLIES-GENERAL	43.02	43.02	
Total 356593:											43.02	43.02

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05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	ROPE-STREETS	356607	1	2007-431-20-46	SUPPLIES-GENERAL	24.17	24.17
Total 356607:											
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	PAINT RIG PART-STREETS	356624	1	2007-431-20-46	SUPPLIES-GENERAL	1.34	1.34
Total 356624:											
05/16	05/13/2016	97203	76	BILLINGTON ACE HARD	PAINT RIG PART-STREETS	356634	1	2007-431-20-46	SUPPLIES-GENERAL	1.63	1.63
Total 356634:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	110 NORTH ST	110NORTH 050116	1	1000-452-20-44	DISPOSAL	234.65	234.65
Total 110NORTH 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	470-895 CIRCLE DR	470895CIRCLE 050116	1	7530-451-52-44	DISPOSAL	193.08	193.08
Total 470895CIRCLE 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - 600 MAI	PLC600MAIN 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLC600MAIN 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - B OF A	PLCBOFA 050116	1	2007-431-20-44	DISPOSAL	18.98	18.98
Total PLCBOFA 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - BUEHL	PLCBUEHLERDNT 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCBUEHLERDNT 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - DIAMO	PLCDMNDMTN 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCDMNDMTN 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - ELKS L	PLCELKSLDODGE 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96

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 PLCELKSLODGE 050116:											37.96	37.96
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - FROST	PLCFROSTMILL 050116	1	2007-431-20-44	DISPOSAL	18.98	18.98	
Total PLCFROSTMILL 050116:											18.98	18.98
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - GROCE	PLCGROCRYOTLT 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96	
Total PLCGROCRYOTLT 050116:											37.96	37.96
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HAIR H	PLCHAIRHUNTER050116	1	2007-431-20-44	DISPOSAL	37.96	37.96	
Total PLCHAIRHUNTER050116:											37.96	37.96
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HOTEL	PLCHOTELLSN1 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96	
Total PLCHOTELLSN1 050116:											37.96	37.96
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - KNOCH	PLCKNOCHBLD 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96	
Total PLCKNOCHBLD 050116:											37.96	37.96
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LASSEN	PLCLASSENHHS 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96	
Total PLCLASSENHHS 050116:											37.96	37.96
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LITTLE I	PLCLITTLEITALY050116	1	2007-431-20-44	DISPOSAL	37.96	37.96	
Total PLCLITTLEITALY050116:											37.96	37.96
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LV CHA	PLCLVCHRTR 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96	
Total PLCLVCHRTR 050116:											37.96	37.96
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - MT LAS	PLCMTLASSEN 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96	
Total PLCMTLASSEN 050116:											37.96	37.96

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05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - PANCE	PLCPANCRAPLZ 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCPANCRAPLZ 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRAJWRLY050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCSIERRAJWRLY050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRATHRT 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCSIERRATHRT 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SVILLE	PLCSVILLEREAL 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCSVILLEREAL 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - UPTOW	PLCUPTOWNPK 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCUPTOWNPK 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - U S PO	PLCUSPOSTAL 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCUSPOSTAL 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - VETS M	PLCVETSMEM 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCVETSMEM 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - WALMA	PLCWALMARTBUS 050116	1	2007-431-20-44	DISPOSAL	37.96	37.96
Total PLCWALMARTBUS 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	720 SOUTH ST SHOP-PW	SVL 8 050116	1	7620-430-10-44	DISPOSAL	160.42	160.42
Total SVL 8 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	925 SIERRA ST-PW	SVL15 050116	1	7620-430-10-44	DISPOSAL	160.42	160.42

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Total SVL15 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	66 N LASSEN ST	SVL2 050116	1	1000-417-10-44	DISPOSAL	160.42	160.42
Total SVL2 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	95 N WEATHERLOW ST	SVL5 050116	1	1000-452-20-44	DISPOSAL	193.08	193.08
Total SVL5 050116:											
05/16	05/13/2016	97204	1307	C&S WASTE SOLUTIONS	1801 MAIN ST-PD	SVL7 050116	1	1000-421-10-44	DISPOSAL	96.54	96.54
Total SVL7 050116:											
05/16	05/13/2016	97205	115	CASELLE INC.	SOFTWARE SUPPORT 6/16	72833	1	1000-417-10-43	TECHNICAL SVCS	1,258.00	1,258.00
Total 72833:											
05/16	05/13/2016	97206	118	CBC INNOVIS INC	MEMBERSHIP DUES	6123504095	1	1000-417-10-48	DUES AND MEMBERSHIPS	10.00	10.00
Total 6123504095:											
05/16	05/13/2016	97207	1375	CENTRAL SANITARY SU	CUSTODIAL SUPPLIES-FIRE	699111	1	1000-422-10-46	SUPPLIES-JANITORIAL	626.51	626.51
Total 699111:											
05/16	05/13/2016	97207	1375	CENTRAL SANITARY SU	CUSTODIAL SUPPLIES-FIRE	699121	1	1000-422-10-46	SUPPLIES-JANITORIAL	42.63	42.63
Total 699121:											
05/16	05/13/2016	97208	148	COMPUTER LOGISTICS	MONTHLY SER 2HRS	67407	1	1000-417-10-43	TECHNICAL SVCS	220.00	220.00
Total 67407:											
05/16	05/13/2016	97208	148	COMPUTER LOGISTICS	ANTI VIRUS-BARRACUDA 200G	67419	1	1000-417-10-43	TECHNICAL SVCS	50.00	50.00
Total 67419:											

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
05/16	05/13/2016	97209	85111		REFUND WATER DEPOSIT	10122650016	1	7110-2228-000	DEPOSITS-CUSTOMER	29.65	29.65
Total 10122650016: 29.65 29.65											
05/16	05/13/2016	97210	161	CSK AUTO INC	REPAIR #56-WATER	2740418238	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	16.42	16.42
Total 2740418238: 16.42 16.42											
05/16	05/13/2016	97210	161	CSK AUTO INC	PARTS #50-WATER	2740419873	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	45.04	45.04
Total 2740419873: 45.04 45.04											
05/16	05/13/2016	97211	173	DATCO SERVICES	SUBSTANCE TEST 4/16	29081066	1	1000-416-10-43	TECHNICAL SVCS	156.00	156.00
Total 29081066: 156.00 156.00											
05/16	05/13/2016	97212	219	ED STAUB & SONS PETR	PROPANE 143.7 GAL-GC	S12389	1	7530-451-52-46	PROPANE	146.76	146.76
Total S12389: 146.76 146.76											
05/16	05/13/2016	97213	238	FASTENAL COMPANY	SAFETY SUPPLIES-PARKS	70904	1	1000-452-20-46	SUPPLIES-GENERAL	56.47	56.47
Total 70904: 56.47 56.47											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	BUS CARDS-PD	ACCT#1543 01200083	1	1000-421-10-45	PRINTING AND BINDING	66.92	66.92
Total ACCT#1543 01200083: 66.92 66.92											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	EMPL AD MAINT WORKER 04/0	ACCT#1858 01200761	1	7401-430-62-45	ADVERTISING	36.75	36.75
Total ACCT#1858 01200761: 36.75 36.75											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	EMPL AD MAINT WORKER 04/1	ACCT#1858 01202541	1	7401-430-62-45	ADVERTISING	36.75	36.75
Total ACCT#1858 01202541: 36.75 36.75											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	EMPL AD MAINT WORKER 04/2	ACCT#1858 01204633	1	7401-430-62-45	ADVERTISING	36.75	36.75

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 ACCT#1858 01204633:											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	EMPL AD MAINT WORKER 04/2	ACCT#1858 01206593	1	7401-430-62-45	ADVERTISING	36.75	36.75
Total ACCT#1858 01206593:											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	RFP GC RESTURANT 04/06/16	ACCT#437 1200684	1	7530-451-52-45	ADVERTISING	54.00	54.00
Total ACCT#437 1200684:											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	RFP GC RESTURANT 04/13/16	ACCT#437 1202559	1	7530-451-52-45	ADVERTISING	51.60	51.60
Total ACCT#437 1202559:											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	RFP GC RESTURANT 04/13/16	ACCT#437 1204640	1	7530-451-52-45	ADVERTISING	51.60	51.60
Total ACCT#437 1204640:											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	PO#7743 SAFETY ELEMENT	PO#7743	1	1000-419-10-45	ADVERTISING	147.00	147.00
Total PO#7743:											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	PO#7745 STANDIFORD REZON	PO#7745	1	1000-419-10-45	ADVERTISING	63.70	63.70
Total PO#7745:											
05/16	05/13/2016	97214	241	FEATHER PUBLISHING C	PO#7746 VARIANCE HEARING	PO#7746	1	1000-419-10-45	ADVERTISING	63.70	63.70
Total PO#7746:											
05/16	05/13/2016	97215	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	672748A	1	7110-430-42-43	TECHNICAL SVCS	105.00	105.00
Total 672748A:											
05/16	05/13/2016	97216	257	FOREST OFFICE EQUIP	COPY PAPER-PW	10908	1	7520-430-10-46	SUPPLIES-GENERAL	202.10	202.10
Total 10908:											

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05/16	05/13/2016	97216	257	FOREST OFFICE EQUIP	COPY PAPER-PW	10910	1	7620-430-10-46	SUPPLIES-GENERAL	34.62	34.62
Total 10910:											
05/16	05/13/2016	97216	257	FOREST OFFICE EQUIP	COPY PAPER-WATER	10916	1	7110-430-42-46	SUPPLIES-GENERAL	111.71	111.71
Total 10916:											
05/16	05/13/2016	97216	257	FOREST OFFICE EQUIP	MAINT.CONTRACT FOLD MACH	CC7443	1	7401-430-62-44	REPAIR AND MAINTENANCE-MI	42.00	42.00
05/16	05/13/2016	97216	257	FOREST OFFICE EQUIP	MAINT.CONTRACT FOLD MACH	CC7443	2	7110-430-42-44	REPAIR AND MAINTENANCE-MI	42.00	42.00
Total CC7443:											
05/16	05/13/2016	97216	257	FOREST OFFICE EQUIP	KYOCERA COPIER 4/16-PW	CC7444	1	7620-430-10-43	TECHNICAL SVCS	1,310.46	1,310.46
Total CC7444:											
05/16	05/13/2016	97217	265	FRONTIER	257-1000 DSL SERVICE	1000 050516	1	1000-417-10-45	COMMUNICATIONS	145.00	145.00
05/16	05/13/2016	97217	265	FRONTIER	257-1000 ADMIN FAX	1000 050516	2	1000-413-20-45	COMMUNICATIONS	1.10	1.10
05/16	05/13/2016	97217	265	FRONTIER	257-1000 CITY CLERK FAX	1000 050516	3	1000-411-40-45	COMMUNICATIONS	1.10	1.10
05/16	05/13/2016	97217	265	FRONTIER	257-1000 ADMIN	1000 050516	4	1000-413-20-45	COMMUNICATIONS	2.98	2.98
05/16	05/13/2016	97217	265	FRONTIER	257-1000 CITY CLERK	1000 050516	5	1000-411-40-45	COMMUNICATIONS	2.35	2.35
05/16	05/13/2016	97217	265	FRONTIER	257-1000 FINANCE	1000 050516	6	1000-415-10-45	COMMUNICATIONS	2.35	2.35
05/16	05/13/2016	97217	265	FRONTIER	257-1000 COMM DEVELOPMEN	1000 050516	7	1000-419-10-45	COMMUNICATIONS	2.35	2.35
05/16	05/13/2016	97217	265	FRONTIER	257-1000 CITY HALL	1000 050516	8	1000-417-10-45	COMMUNICATIONS	237.54	237.54
05/16	05/13/2016	97217	265	FRONTIER	257-1000 GAS - DEBIT MACHIN	1000 050516	9	7401-430-62-45	COMMUNICATIONS	24.15	24.15
05/16	05/13/2016	97217	265	FRONTIER	257-1000 WATER - DEBIT MACH	1000 050516	10	7110-430-42-45	COMMUNICATIONS	24.15	24.15
Total 1000 050516:											
05/16	05/13/2016	97217	265	FRONTIER	257-2520 GOLF COURSE	2520 050116	1	7530-451-52-45	COMMUNICATIONS	345.19	345.19
Total 2520 050116:											
05/16	05/13/2016	97217	265	FRONTIER	257-2960 HVAC/ELEVATOR LIN	2960 050516	1	1000-417-10-45	COMMUNICATIONS	64.51	64.51
Total 2960 050516:											
05/16	05/13/2016	97218	1148	GREATAMERICA FINANC	COPIER LEASE 4/16-PW	18669341	1	7620-430-10-44	RENT & LEASE EQUIP & VEHIC	364.78	364.78

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Total 18669341:											364.78	364.78
05/16	05/13/2016	97219	312	HISTORIC USA	4/16 COLLECTIONS, NET	050416	1	8401-2228-000	DEPOSITS PAYABLE	97.01	97.01	
05/16	05/13/2016	97219	312	HISTORIC USA	5%FEE 4/16 COLLECTIONS	050416	2	8401-2228-000	DEPOSITS PAYABLE	5.11	5.11	
05/16	05/13/2016	97219	312	HISTORIC USA	5%FEE 4/16 COLLECTIONS	050416	3	1000-415-10-34	REIMBURSEMENTS (HUSALAF	5.11	5.11	
Total 050416:											97.01	97.01
05/16	05/13/2016	97220	1362	IRON MOUNTAIN INFO. M	SHREDDING-PD	MMN3175	1	1000-421-10-44	DISPOSAL	55.44	55.44	
Total MMN3175:											55.44	55.44
05/16	05/13/2016	97221	335	J.W. WOOD CO INC	VALVE #330-STREETS	S088365	1	2007-431-20-44	REPAIR AND MAINTENANCE MI	7.92	7.92	
Total S088365:											7.92	7.92
05/16	05/13/2016	97222	362	KAUFFMAN, BILL	CUSTODIAL SVCS 4/2016 - PW	043016	1	7620-430-10-44	CUSTODIAL	250.00	250.00	
Total 043016:											250.00	250.00
05/16	05/13/2016	97223	389	LASSEN CO AUDITOR	ANIMAL CONTROL THRU JAN-M	041316	1	1000-421-10-45	ANIMAL CONTROL CONTRACT	25,928.65	25,928.65	
05/16	05/13/2016	97223	389	LASSEN CO AUDITOR	DISPATCH SERVICES JAN-MAR	041316	2	1000-421-10-45	DISPATCH CONTRACT	77,682.45	77,682.45	
Total 041316:											103,611.10	103,611.10
05/16	05/13/2016	97224	411	LASSEN MOTOR PARTS	FILTERS #170-GAS	248175	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	105.72	105.72	
Total 248175:											105.72	105.72
05/16	05/13/2016	97224	411	LASSEN MOTOR PARTS	FILTER #170-GAS	248209	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	51.59	51.59	
Total 248209:											51.59	51.59
05/16	05/13/2016	97224	411	LASSEN MOTOR PARTS	BRAKES #75-GAS	248246	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	41.87	41.87	
Total 248246:											41.87	41.87
05/16	05/13/2016	97224	411	LASSEN MOTOR PARTS	DOOR REPAIR #374-GAS	248756	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	37.61	37.61	

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
										37.61	37.61
										15.70	15.70
										15.70	15.70
										21.29	21.29
										21.29	21.29
										105.12	105.12
										105.12	105.12
										191.77	191.77
										191.77	191.77
										143.82	143.82
										143.82	143.82
										49.06	49.06
										49.06	49.06
										490.18	490.18
										490.18	490.18
										8.44	8.44
										8.44	8.44
										44.13	44.13
										44.13	44.13

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
05/16	05/13/2016	97228	437	LMUD	CADY SPRINGS-WATER	26784 042816	1	7110-430-42-46	ELECTRICITY	34.82	34.82
Total 26784 042816:											
05/16	05/13/2016	97228	437	LMUD	1506 MAIN ST	2876 042216	1	1000-422-10-46	ELECTRICITY	787.13	787.13
Total 2876 042216:											
05/16	05/13/2016	97228	437	LMUD	RICHMOND RD BRIDGE-STREE	35094 042816	1	2007-431-60-46	ELECTRICITY	244.23	244.23
Total 35094 042816:											
05/16	05/13/2016	97228	437	LMUD	720 SOUTH EMULSION TANK-P	38646 042816	1	7620-430-10-46	ELECTRICITY	20.00	20.00
Total 38646 042816:											
05/16	05/13/2016	97228	437	LMUD	SPRING RIDGE BOOSTER-WAT	55754 042816	1	7110-430-42-46	ELECTRICITY	338.04	338.04
Total 55754 042816:											
05/16	05/13/2016	97228	437	LMUD	RIVERSIDE PARK LIGHT-PARK	9501 042816	1	1000-452-20-46	ELECTRICITY	59.52	59.52
Total 9501 042816:											
05/16	05/13/2016	97228	437	LMUD	GEO THERMAL PUMP #2	9503 042816	1	7301-430-52-46	ELECTRICITY	67.07	67.07
Total 9503 042816:											
05/16	05/13/2016	97228	437	LMUD	GEO THERMAL PUMP #1	96297 050516	1	7301-430-52-46	ELECTRICITY	1,610.71	1,610.71
Total 96297 050516:											
05/16	05/13/2016	97228	437	LMUD	HOSPITAL LN-GEO	9963 042816	1	7301-430-52-46	ELECTRICITY	21.02	21.02
Total 9963 042816:											
05/16	05/13/2016	97229	452	MARTIN SECURITY SVST	720 SOUTH ST SECURITY 5/16-	030650	1	7620-430-10-43	TECHNICAL SVCS	40.00	40.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 030650:											
05/16	05/13/2016	97230	1463	MILLER CLEANING SERV	CUSTODIAL-PD	MCS1634	1	1000-421-10-44	CUSTODIAL	40.00	40.00
Total MCS1634:											
05/16	05/13/2016	97231	532	OLD DOMINION BRUSH	SWEeper PARTS #331-STREE	0087626	1	2007-431-20-44	REPAIR AND MAINTENANCE-MI	55.82	55.82
Total 0087626:											
05/16	05/13/2016	97231	532	OLD DOMINION BRUSH	SWEeper PARTS #331-STREE	0088388	1	2007-431-20-44	REPAIR AND MAINTENANCE-MI	317.47	317.47
Total 0088388:											
05/16	05/13/2016	97231	532	OLD DOMINION BRUSH	SWEeper PARTS #331-STREE	0088420	1	2007-431-20-44	REPAIR AND MAINTENANCE-MI	569.20	569.20
Total 0088420:											
05/16	05/13/2016	97232	8509		LCAP WOODSTOVE REBATE	050216	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 050216:											
05/16	05/13/2016	97233	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE 4/	710652	1	7401-430-62-43	TECHNICAL SVCS	53.45	53.45
05/16	05/13/2016	97233	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE 4/	710652	2	7110-430-42-43	TECHNICAL SVCS	53.45	53.45
Total 710652:											
05/16	05/13/2016	97234	8516		REFUND WATER OVERPAYME	10433100000	1	9999-1001-001	CASH CLEARING - UTILITIES	186.50	186.50
Total 10433100000:											
05/16	05/13/2016	97235	558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT	58020 043016	1	1000-417-10-45	COMMUNICATIONS	840.00	840.00
Total 58020 043016:											
05/16	05/13/2016	97236	572	QUILL CORPORATION	OFFICE SUPPLIES-FIRE	5344772	1	1000-422-10-46	SUPPLIES-GENERAL	41.91	41.91

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 5344772:											
05/16	05/13/2016	97237	8518		REFUND GAS DEPOSIT	10219300130	1	7401-2228-000	DEPOSITS-CUSTOMER	106.04	106.04
Total 10219300130:											
05/16	05/13/2016	97238	8517		REFUND GAS DEPOSIT	10219450227	1	7401-2228-000	DEPOSITS-CUSTOMER	161.13	161.13
Total 10219450227:											
05/16	05/13/2016	97239	1554	RYDIN DECAL	VEHICLE DECALS-PW	316521	1	7620-430-10-46	SUPPLIES-GENERAL	224.12	224.12
05/16	05/13/2016	97239	1554	RYDIN DECAL	VEHICLE DECALS-GAS	316521	2	7401-430-62-46	SUPPLIES-GENERAL	224.12	224.12
05/16	05/13/2016	97239	1554	RYDIN DECAL	VEHICLE DECALS-WATER	316521	3	7110-430-42-46	SUPPLIES-GENERAL	224.12	224.12
05/16	05/13/2016	97239	1554	RYDIN DECAL	VEHICLE DECALS-STREETS	316521	4	2007-431-20-46	SUPPLIES-GENERAL	224.11	224.11
Total 316521:											
05/16	05/13/2016	97240	628	SCORE	WORKERS COMP 2ND QTR 4/1	151665	1	7630-411-40-42	WORKERS' COMPENSATION	76,065.00	76,065.00
Total 151665:											
05/16	05/13/2016	97241	8510		REFUND WATER DEPOSIT	10316800003	1	7110-2228-000	DEPOSITS-CUSTOMER	36.19	36.19
Total 10316800003:											
05/16	05/13/2016	97242	677	SUSANVILLE SANITARY	606 NEVADA ST	1274 050116	1	1000-417-10-44	SEWER	39.00	39.00
Total 1274 050116:											
05/16	05/13/2016	97242	677	SUSANVILLE SANITARY	66 N LASSEN ST	1276 050116	1	1000-417-10-44	SEWER	85.60	85.60
Total 1276 050116:											
05/16	05/13/2016	97242	677	SUSANVILLE SANITARY	1505 MAIN ST-FIRE	2064 050116	1	1000-422-10-44	SEWER	42.80	42.80
Total 2064 050116:											
05/16	05/13/2016	97242	677	SUSANVILLE SANITARY	1801 MAIN ST	2121 050116	1	1000-421-10-44	SEWER	42.80	42.80

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 2121 050116:											
05/16	05/13/2016	97242	677	SUSANVILLE SANITARY	1850 RIVER ST-PARKS	3667 050116	1	1000-452-20-44	SEWER	42.80	42.80
Total 3667 050116:											
05/16	05/13/2016	97242	677	SUSANVILLE SANITARY	1600 RIVERSIDE DR-PARKS	3668 050116	1	1000-452-20-44	SEWER	42.80	42.80
Total 3668 050116:											
05/16	05/13/2016	97242	677	SUSANVILLE SANITARY	1200 NORTH ST-PARKS	3669 050116	1	1000-452-20-44	SEWER	42.80	42.80
Total 3669 050116:											
05/16	05/13/2016	97243	8515		REFUND WATER OVERPAYME	10119550001	1	9999-1001-001	CASH CLEARING - UTILITIES	37.66	37.66
Total 10119550001:											
05/16	05/13/2016	97244	696	TECH SERVICES	MONTHLY AMOS MAINT	1638	1	7201-430-81-43	TECHNICAL SVCS	575.00	575.00
Total 1638:											
05/16	05/13/2016	97245	1141	THOMPSON GARAGE DO	SERVICED DOORS-PW	84376	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	243.39	243.39
Total 84376:											
05/16	05/13/2016	97245	1141	THOMPSON GARAGE DO	REPAIRS ON DOORS-GC	84378	1	7530-451-62-44	REPAIR & MAINT - BUILDING	242.95	242.95
Total 84378:											
05/16	05/13/2016	97246	1244	TITLLEIST	PRO SHOP INVENTORY-GC	902397207	1	7530-1410-007	INVENTORIES - GOODS SOLD	999.69	999.69
Total 902397207:											
05/16	05/13/2016	97247	712	TNS TRUCKING CO	BASE ROCK & SAND-GAS	2223	1	7401-430-62-46	SUPPLIES-GENERAL	309.25	309.25
05/16	05/13/2016	97247	712	TNS TRUCKING CO	BASE ROCK & SAND-STREETS	2223	2	2007-431-20-46	SUPPLIES-GENERAL	309.24	309.24
05/16	05/13/2016	97247	712	TNS TRUCKING CO	BASE ROCK & SAND-WATER	2223	3	7110-430-42-46	SUPPLIES-GENERAL	309.24	309.24

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 2223:											
05/16	05/13/2016	97248	8512		REFUND GAS DEPOSIT	10299980015	1	7401-2228-000	DEPOSITS-CUSTOMER	155.59	155.59
Total 10299980015:											
05/16	05/13/2016	97249	749	VERIZON WIRELESS	CELLULAR PHONES - PUBLIC	9764628617	1	7620-430-10-45	COMMUNICATIONS	260.67	260.67
05/16	05/13/2016	97249	749	VERIZON WIRELESS	CELLULAR PHONES - PARKS	9764628617	2	1000-452-20-45	COMMUNICATIONS	29.93	29.93
05/16	05/13/2016	97249	749	VERIZON WIRELESS	CELLULAR PHONES - BUILDIN	9764628617	3	1000-424-20-45	COMMUNICATIONS	4.71	4.71
05/16	05/13/2016	97249	749	VERIZON WIRELESS	CELLULAR PHONES - AIR POLL	9764628617	4	7620-430-11-45	COMMUNICATIONS	54.36	54.36
Total 9764628617:											
05/16	05/13/2016	97250	8508		LCAP WOODSTOVE REBATE	042816	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 042816:											
05/16	05/13/2016	97251	1378	ZITO MEDIA	CABLE-FIRE	356225062 042716	1	1000-422-10-45	COMMUNICATIONS	39.30	39.30
Total 356225062 042716:											
Grand Totals:										214,804.93	214,804.93

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

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/16	05/18/2016	97252	728	U S POSTMASTER	UB BILLING GAS	051816	1	7401-430-62-46	POSTAGE	398.92	398.92
05/16	05/18/2016	97252	728	U S POSTMASTER	UB BILLING WATER	051816	2	7110-430-42-46	POSTAGE	774.38	774.38
Total 051816:										1,173.30	1,173.30
Grand Totals:										1,173.30	1,173.30

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
05/16	05/20/2016	97253	2	A-1 CHEMICAL INC	CUSTODIAL SUPPLIES-PARKS	5584493	1	1000-452-20-46	SUPPLIES-JANTORIAL	862.12	862.12
Total 5584493:											
05/16	05/20/2016	97254	21	AIRGAS USA, LLC	CHLORINE-WATER	9050626339	1	7110-430-42-46	SUPPLIES-GENERAL	373.89	373.89
Total 9050626339:											
05/16	05/20/2016	97254	21	AIRGAS USA, LLC	CHLORINE-WATER	9050866212	1	7110-430-42-46	SUPPLIES-GENERAL	373.89	373.89
Total 9050866212:											
05/16	05/20/2016	97254	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9936143525	1	7401-430-62-46	SUPPLIES-GENERAL	41.40	41.40
05/16	05/20/2016	97254	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9936143525	2	7110-430-42-46	SUPPLIES-GENERAL	59.16	59.16
05/16	05/20/2016	97254	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9936143525	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	61.46	61.46
05/16	05/20/2016	97254	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9936143525	4	7110-430-42-44	REPAIR AND MAINTENANCE-V	105.22	105.22
05/16	05/20/2016	97254	21	AIRGAS USA, LLC	AACETYLENE/ARGON//OXYGE	9936143525	5	7401-430-62-44	REPAIR AND MAINT-VEHICLE	79.17	79.17
Total 9936143525:											
05/16	05/20/2016	97255	1269	THE ANTIGUA GROUP IN	INVENTORY-GC	004398008	1	7530-1410-007	INVENTORIES - GOODS SOLD	136.35	136.35
Total 004398008:											
05/16	05/20/2016	97256	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES 04/28/16	634518639	1	7620-430-10-44	LINEN SERVICE	27.75	27.75
Total 634518639:											
05/16	05/20/2016	97256	44	ARAMARK UNIFORM SE	UNIFORM SERVICE 04/28/16-G	634518654	1	7401-430-62-44	LINEN SERVICES	51.73	51.73
Total 634518654:											
05/16	05/20/2016	97256	44	ARAMARK UNIFORM SE	UNIFORM SERVICE 04/28/16-ST	634518655	1	2007-431-20-44	LINEN SERVICE	50.26	50.26

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
										50.26	50.26
										35.73	35.73
										35.73	35.73
										132.23	132.23
										132.23	132.23
										51.73	51.73
										51.73	51.73
										50.26	50.26
										50.26	50.26
										35.73	35.73
										35.73	35.73
										48.29	48.29
										48.29	48.29
										90.58	90.58
										90.58	90.58
										50.26	50.26
										50.26	50.26
										35.73	35.73
										35.73	35.73

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
05/16	05/20/2016	97257	76	BILLINGTON ACE HARD	CLAMP-FIRE	354491	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	30.94	30.94
Total 354491:											
05/16	05/20/2016	97257	76	BILLINGTON ACE HARD	SUPPLIES-GAS	355776	1	7401-430-62-46	SUPPLIES-GENERAL	23.45	23.45
Total 355776:											
05/16	05/20/2016	97257	76	BILLINGTON ACE HARD	CLAMP RETURNED-FIRE	356108	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	30.94	30.94
Total 356108:											
05/16	05/20/2016	97257	76	BILLINGTON ACE HARD	PAINT-GAS	356769	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	9.65	9.65
Total 356769:											
05/16	05/20/2016	97257	76	BILLINGTON ACE HARD	BATTERIES-WATER	356804	1	7110-430-42-46	SUPPLIES-GENERAL	12.57	12.57
Total 356804:											
05/16	05/20/2016	97258	1553	BRIDGESTONE GOLF, IN	GOLF BALLS-GC	1002496302	1	7530-451-55-46	SUPPLIES - GENERAL	949.50	949.50
Total 1002496302:											
05/16	05/20/2016	97259	1324	CALIFORNIA AIR POLLUT	MEMBERSHIP DUES-PW	002646	1	7620-430-11-45	TRAVEL/TRAINING	850.00	850.00
Total 002646:											
05/16	05/20/2016	97260	110		REIMBURSE HEALTH INS	051816	1	7610-2239-006	RETIREE SICK LEAVE BANK PA	431.50	431.50
Total 051816:											
05/16	05/20/2016	97261	116	CASHMAN EQUIPMENT	SEAT REPAIR #374-GAS	2438764	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	109.11	109.11
Total 2438764:											
05/16	05/20/2016	97262	798	COMMERCIAL APPLIANC	VALVE, THERMOSTAT-GAS	0088973	1	7401-430-62-46	SUPPLIES-GENERAL	253.92	253.92

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 0088973:											
05/16	05/20/2016	97263	8521		REFUND GAS DEPOSIT	10328050002	1	7401-2228-000	DEPOSITS-CUSTOMER	174.36	174.36
Total 10328050002:											
05/16	05/20/2016	97264	8527		REFUND WATER DEPOSIT	10224900010	1	7110-2228-000	DEPOSITS-CUSTOMER	40.31	40.31
Total 10224900010:											
05/16	05/20/2016	97265	161	CSK AUTO INC	HEAT GUN-STREETS	2740418286	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	7.25	7.25
05/16	05/20/2016	97265	161	CSK AUTO INC	HEAT GUN-GAS	2740418286	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	9.34	9.34
05/16	05/20/2016	97265	161	CSK AUTO INC	HEAT GUN-WATER	2740418286	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	12.42	12.42
Total 2740418286:											
05/16	05/20/2016	97265	161	CSK AUTO INC	DOOR REPAIR #31-STREETS	2740419960	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	10.74	10.74
Total 2740419960:											
05/16	05/20/2016	97266	8524		REFUND GAS DEPOSIT	10105150012	1	7401-2228-000	DEPOSITS-CUSTOMER	39.08	39.08
Total 10105150012:											
05/16	05/20/2016	97267	8526		REFUND GAS DEPOSIT	10220830009	1	7401-2228-000	DEPOSITS-CUSTOMER	56.94	56.94
Total 10220830009:											
05/16	05/20/2016	97268	184	DEPARTMENT OF JUSTI	FINGERPRINTS - CITY EMPLOY	163508	1	1000-416-10-45	FINGERPRINTING SERVICES	32.00	32.00
Total 163508:											
05/16	05/20/2016	97268	184	DEPARTMENT OF JUSTI	FINGERPRINTS - APPS	164131	1	1000-421-10-45	FINGERPRINTING SERVICES	66.00	66.00
Total 164131:											
05/16	05/20/2016	97269	1356		TR EX OLYMPIC VALLEY, CA S/	051216	1	7620-430-11-45	TRAVEL/TRAINING	144.00	144.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 051216:											
05/16	05/20/2016	97270	8529		REFUND GAS DEPOSIT	10329860001	1	7401-2228-000	DEPOSITS-CUSTOMER	80.59	80.59
Total 10329860001:											
05/16	05/20/2016	97271	238	FASTENAL COMPANY	LADDER-GAS	70935	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	78.40	78.40
Total 70935:											
05/16	05/20/2016	97272	241	FEATHER PUBLISHING C	PO#7742 PAPI PROJECT	PO#7742	1	7201-430-85-45	ADVERTISING	161.50	161.50
Total PO#7742:											
05/16	05/20/2016	97272	241	FEATHER PUBLISHING C	PO#7750 ORDIANCE 16-1005-W	PO#7750	1	7110-430-42-45	ADVERTISING	205.80	205.80
Total PO#7750:											
05/16	05/20/2016	97273	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-W	671668A	1	7110-430-42-43	TECHNICAL SVCS	332.00	332.00
Total 671668A:											
05/16	05/20/2016	97274	265	FRONTIER	257-1033 PARKS	1033 050516	1	1000-452-20-45	COMMUNICATIONS	226.22	226.22
Total 1033 050516:											
05/16	05/20/2016	97274	265	FRONTIER	257-1041 ADMIN-PW	1041 050516	1	7620-430-10-45	COMMUNICATIONS	291.76	291.76
Total 1041 050516:											
05/16	05/20/2016	97274	265	FRONTIER	257-1051 PW STREETS	1051 050516	1	7620-430-10-45	COMMUNICATIONS	37.70	37.70
Total 1051 050516:											
05/16	05/20/2016	97274	265	FRONTIER	257-1182 NAT GAS TELEMETRY	1182 051016	1	7401-430-62-45	COMMUNICATIONS	35.28	35.28
Total 1182 051016:											

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
05/16	05/20/2016	97274	265	FRONTIER	252-1182 WATER SCADA	21182 051016	1	7110-430-42-45	COMMUNICATIONS	333.50	333.50
Total 21182 051016:											
05/16	05/20/2016	97274	265	FRONTIER	257-3292 MUSEUM	3292 051016	1	1000-451-80-45	COMMUNICATION	113.89	113.89
Total 3292 051016:											
05/16	05/20/2016	97274	265	FRONTIER	257-5603 POLICE	5603 051016	1	1000-421-10-45	COMMUNICATIONS	881.54	881.54
Total 5603 051016:											
05/16	05/20/2016	97275	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S088818	1	1000-452-20-46	SUPPLIES-GENERAL	230.04	230.04
Total S088818:											
05/16	05/20/2016	97276	1504	JESSICA ANN RYAN	PROFESSIONAL SERVICES 4/1	043016	1	1000-412-10-43	PROFESSIONAL SVCS	3,537.50	3,537.50
Total 043016:											
05/16	05/20/2016	97276	1504		TR EX NEWPORT BEACH 05/04/	051916	1	1000-412-10-43	PROFESSIONAL SVCS	634.62	634.62
Total 051916:											
05/16	05/20/2016	97277	8528		REFUND GAS DEPOSIT	10513150014	1	7401-2228-000	DEPOSITS-CUSTOMER	4.14	4.14
Total 10513150014:											
05/16	05/20/2016	97278	372	KRONICK MOSKOVITZ	PROFESSIONAL SER 4/25/16	282371	1	1000-412-10-43	PROFESSIONAL SVCS	984.00	984.00
Total 282371:											
05/16	05/20/2016	97279	1557	L.C. RECORDING	SUB. OF TRUSTEE & FULL REC	051616	1	2016-463-70-43	TECHNICAL SVCS	11.00	11.00
Total 051616:											
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	HOSE REPAIR #73-GAS	243648	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	287.56	287.56

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 243648:									287.56	287.56
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	HUB BEARING, AXLE #68-PW		1	7620-430-10-44	REPAIR AND MAINTENANCE-V	666.29	666.29
	Total 244197:									666.29	666.29
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	BOLT EXTRACTOR-STREETS		1	2007-431-20-44	REPAIR AND MAINTENANCE-V	3.69	3.69
	Total 247241:									3.69	3.69
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	DRILL-STREETS		1	2007-431-20-44	REPAIR AND MAINTENANCE-V	42.13	42.13
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	DRILL-WATER		2	7110-430-42-44	REPAIR AND MAINTENANCE-V	72.12	72.12
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	DRILL-GAS		3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	54.26	54.26
	Total 248757:									168.51	168.51
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	BOLT EXTRACTOR RETURNED-		1	2007-431-20-44	REPAIR AND MAINTENANCE-V	3.69	3.69
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	LIFT SUPPORT RETURNED-GA		2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	37.61	37.61
	Total 248780:									41.30	41.30
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	DOOR REPAIR #31-STREETS		1	2006-431-25-44	REPAIR & MAINT - VEHICLE	52.50	52.50
	Total 249565:									52.50	52.50
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	DRILL BIT-GAS		1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	.64	.64
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	DRILL BIT-WATER		2	7110-430-42-44	REPAIR AND MAINTENANCE-V	.64	.64
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	DRILL BIT-STREETS		3	2007-431-20-44	REPAIR AND MAINTENANCE-MI	.64	.64
	Total 249731:									1.92	1.92
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	SUPPLIES-GAS		1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	20.98	20.98
	Total 249745:									20.98	20.98
05/16	05/20/2016	97280	411	LASSEN MOTOR PARTS	BATTERY CHARGER-WATER		1	7110-430-42-46	SUPPLIES-GENERAL	31.93	31.93

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Total 250062:										31.93	31.93
05/16	05/20/2016	97281	413	LASSEN TIRE	4 TIRES #102- PARKS	47350	1	1000-452-20-44	VEHICLE - REPAIR & MAINTEN	70.00	70.00
Total 47350:										70.00	70.00
05/16	05/20/2016	97281	413	LASSEN TIRE	4 TIRES #31-STREETS	47401	1	2006-431-25-44	REPAIR & MAINT - VEHICLE	70.00	70.00
Total 47401:										70.00	70.00
05/16	05/20/2016	97282	413	SUSANVILLE TOWING	OIL & FILTER #94 -PD	53172	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	65.89	65.89
Total 53172:										65.89	65.89
05/16	05/20/2016	97283	437	LMUD	LIGHTS-STREETS	14039 050516	1	2007-431-60-46	ELECTRICITY	190.13	190.13
Total 14039 050516:										190.13	190.13
05/16	05/20/2016	97283	437	LMUD	LIGHTS-STREETS	14041 050516	1	2007-431-60-46	ELECTRICITY	3,691.07	3,691.07
Total 14041 050516:										3,691.07	3,691.07
05/16	05/20/2016	97283	437	LMUD	S GAY ST LIGHTS-STREETS	24323 050516	1	2007-431-60-46	ELECTRICITY	39.04	39.04
Total 24323 050516:										39.04	39.04
05/16	05/20/2016	97283	437	LMUD	66 N LASSEN ST	2466 050616	1	1000-417-10-46	ELECTRICITY	533.49	533.49
Total 2466 050616:										533.49	533.49
05/16	05/20/2016	97283	437	LMUD	N WEATHERLOW ST-TENNIS S	24661 050516	1	1000-452-20-46	ELECTRICITY	20.00	20.00
Total 24661 050516:										20.00	20.00
05/16	05/20/2016	97283	437	LMUD	LIGHTS-STREETS	2467 050516	1	2007-431-60-46	ELECTRICITY	1,556.57	1,556.57
Total 2467 050516:										1,556.57	1,556.57

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
05/16	05/20/2016	97283	437	LMUD	65 N WEATHERLOW ST PARK	2865 050516	1	1000-452-20-46	ELECTRICITY	78.56	78.56
Total 2865 050516:											
05/16	05/20/2016	97283	437	LMUD	65 N WEATHERLOW ST-MUSEU	2866 050516	1	1000-451-80-46	ELECTRICITY	22.77	22.77
Total 2866 050516:											
05/16	05/20/2016	97283	437	LMUD	65 N WEATHERLOW ST-COMM	2867 050516	1	1000-452-20-46	ELECTRICITY	48.05	48.05
Total 2867 050516:											
05/16	05/20/2016	97283	437	LMUD	N WEATHERLOW ST-TENNIS C	2870 050516	1	1000-452-20-46	ELECTRICITY	22.18	22.18
Total 2870 050516:											
05/16	05/20/2016	97283	437	LMUD	NORTH ST PARK LITES+MEM FI	2873 050516	1	1000-452-20-46	ELECTRICITY	42.08	42.08
Total 2873 050516:											
05/16	05/20/2016	97283	437	LMUD	SKYLINE DR WELL 4-WATER	29931 051116	1	7110-430-42-46	ELECTRICITY	28.72	28.72
Total 29931 051116:											
05/16	05/20/2016	97283	437	LMUD	HARRIS DR & HWY 36-WATER	30658 050516	1	7110-430-42-46	ELECTRICITY	293.15	293.15
Total 30658 050516:											
05/16	05/20/2016	97283	437	LMUD	UPTOWN DECOR LIGHTS-STRE	43511 050516	1	2007-431-60-46	ELECTRICITY	215.07	215.07
Total 43511 050516:											
05/16	05/20/2016	97283	437	LMUD	115 N WEATHERLOW ST-MUSE	43866 050516	1	1000-451-80-46	ELECTRICITY	63.16	63.16
Total 43866 050516:											
05/16	05/20/2016	97283	437	LMUD	N PINE & COOK SCADA-WATER	44153 050516	1	7110-430-42-46	ELECTRICITY	24.94	24.94

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 44153 050516:								24.94	24.94
05/16	05/20/2016	97283	437	LMUD	GLENN & CHERRY TR SCADA-	44298 051116	1	7110-430-42-46	ELECTRICITY	25.96	25.96
		Total 44298 051116:								25.96	25.96
05/16	05/20/2016	97283	437	LMUD	PAUTE LN SCADA-WATER	44316 051116	1	7110-430-42-46	ELECTRICITY	24.36	24.36
		Total 44316 051116:								24.36	24.36
05/16	05/20/2016	97283	437	LMUD	BAGWELL SPRINGS SCADA-W	45542 051116	1	7110-430-42-46	ELECTRICITY	51.82	51.82
		Total 45542 051116:								51.82	51.82
05/16	05/20/2016	97283	437	LMUD	QUARRY ST LIGHTS-STREETS	49500 050516	1	2007-431-60-46	ELECTRICITY	58.49	58.49
		Total 49500 050516:								58.49	58.49
05/16	05/20/2016	97283	437	LMUD	MAIN & FOSS SIGNAL LIGHTS-	49501 050516	1	2007-431-60-46	ELECTRICITY	168.63	168.63
		Total 49501 050516:								168.63	168.63
05/16	05/20/2016	97283	437	LMUD	NORTH ST PARK LITES-MEM FI	9283 050516	1	1000-452-20-46	ELECTRICITY	124.61	124.61
		Total 9283 050516:								124.61	124.61
05/16	05/20/2016	97283	437	LMUD	MAIN & PINE CHRISTMAS TREE	94811 050516	1	1000-466-30-46	ELECTRICITY	20.00	20.00
		Total 94811 050516:								20.00	20.00
05/16	05/20/2016	97284	1508	MAIN STREET LUBE	OIL & FILTER #72-GAS	7763	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	73.98	73.98
		Total 7763:								73.98	73.98
05/16	05/20/2016	97285	8530		REFUND GAS DEPOSIT	10105100216	1	7401-2228-000	DEPOSITS-CUSTOMER	54.91	54.91
		Total 10105100216:								54.91	54.91

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
05/16	05/20/2016	97286	8522		REFUND GAS DEPOSIT	10306903316	1	7401-2228-000	DEPOSITS-CUSTOMER	90.59	90.59
Total 10306903316:											
05/16	05/20/2016	97287	931		TR EX OLYMPIC VALLEY CA 05/	051216	1	7620-430-11-45	TRAVELTRAINING	144.00	144.00
Total 051216:											
05/16	05/20/2016	97288	546	PAYLESS BUILDING SUP	2X6 LUMBER-STREETS	2477992	1	2007-431-20-46	SUPPLIES-GENERAL	7.29	7.29
Total 2477992:											
05/16	05/20/2016	97288	546	PAYLESS BUILDING SUP	CONCRETE-STREETS	2478148	1	2007-431-20-46	SUPPLIES-GENERAL	29.72	29.72
Total 2478148:											
05/16	05/20/2016	97288	546	PAYLESS BUILDING SUP	PLYWOOD-GAS	2478181	1	7401-430-62-46	SUPPLIES-GENERAL	14.63	14.63
Total 2478181:											
05/16	05/20/2016	97288	546	PAYLESS BUILDING SUP	LUMBER,STAKES-PARKS	2478194	1	1000-452-20-46	SUPPLIES-GENERAL	34.47	34.47
Total 2478194:											
05/16	05/20/2016	97288	546	PAYLESS BUILDING SUP	2X6 LUMBER-PARKS	2478224	1	1000-452-20-46	SUPPLIES-GENERAL	5.00	5.00
Total 2478224:											
05/16	05/20/2016	97288	546	PAYLESS BUILDING SUP	EPOXY-PARKS	2478389	1	1000-452-20-46	SUPPLIES-GENERAL	30.42	30.42
Total 2478389:											
05/16	05/20/2016	97289	8525		REFUND GAS DEPOSIT	10324102406	1	7401-2228-000	DEPOSITS-CUSTOMER	196.27	196.27
Total 10324102406:											
05/16	05/20/2016	97290	550	PETTY CASH	DOG CLINIC CHANGE	051716	1	1000-421-10-46	SPAY/NEUTER CLINIC	300.00	300.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 051716:											
05/16	05/20/2016	97290	550	PETTY CASH	FLOWERS, BENCH DEDICATIO	051916	1	1000-417-10-46	SUPPLIES-GENERAL	27.94	27.94
05/16	05/20/2016	97290	550	PETTY CASH	KEY CUT-PARKS	051916	2	1000-452-20-44	MISC - REPAIR & MAINTENANC	1.92	1.92
05/16	05/20/2016	97290	550	PETTY CASH	OFFICE SUPPLIES	051916	3	1000-415-10-46	SUPPLIES-GENERAL	10.75	10.75
05/16	05/20/2016	97290	550	PETTY CASH	CITY HALL PROJECT	051916	4	1000-417-10-44	FACILITY - REPAIR & MAINTEN	12.88	12.88
05/16	05/20/2016	97290	550	PETTY CASH	KEY CUT, BATTERIES-PLANNIN	051916	5	1000-424-20-44	MISC - REPAIR & MAINTENANC	12.90	12.90
05/16	05/20/2016	97290	550	PETTY CASH	KEY CUT-GC	051916	6	7530-451-52-46	SUPPLIES-GENERAL	9.08	9.08
05/16	05/20/2016	97290	550	PETTY CASH	POSTAGE-AIRPORT	051916	7	7201-430-81-46	POSTAGE	5.85	5.85
05/16	05/20/2016	97290	550	PETTY CASH	REORDER COPIES-WATER	051916	8	7620-430-10-48	TAXES, FEES, PERMITS & CHA	7.50	7.50
05/16	05/20/2016	97290	550	PETTY CASH	RELEASE LIEN-PARKS	051916	9	1000-425-20-43	TECHNICAL SVCS	36.00	36.00
05/16	05/20/2016	97290	550	PETTY CASH	EXEMPTION NOTICE	051916	10	1000-417-10-48	TAXES, FEES, PERMITS & CHA	50.00	50.00
Total 051916:											
											174.82
05/16	05/20/2016	97291	563	POULSEN WELDING SHO	LADDER RACK-WATER	5969	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	51.33	51.33
05/16	05/20/2016	97291	563	POULSEN WELDING SHO	SAFETY STANDS SWEEPER-ST	5969	2	2007-431-20-44	REPAIR AND MAINTENANCE-MI	123.63	123.63
05/16	05/20/2016	97291	563	POULSEN WELDING SHO	TOOL BOX-GAS	5969	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	221.29	221.29
Total 5969:											
											396.25
05/16	05/20/2016	97292	1462	PURVIS CONSULTING	INTERIM BUILDING OFFICIAL 0	043016	1	1000-424-20-43	TECHNICAL SVCS	1,270.00	1,270.00
Total 043016:											
											1,270.00
05/16	05/20/2016	97293	572	QUILL CORPORATION	OFFICE SUPPLIES-FIRE	5336578	1	1000-422-10-46	SUPPLIES-GENERAL	217.53	217.53
05/16	05/20/2016	97293	572	QUILL CORPORATION	OFFICE SUPPLIES-FIRE	5336578	2	1000-422-10-47	MACHINERY AND EQUIPMENT	214.99	214.99
Total 5336578:											
											432.52
05/16	05/20/2016	97294	1296	RENTAL GUYS	FUEL-STREETS	5818045	1	2007-431-20-44	RENT & LEASES EQUIP & VEHI	13.31	13.31
Total 5818045:											
											13.31
05/16	05/20/2016	97295	8520		REFUND WATER DEPOSIT	10223700008	1	7110-2228-000	DEPOSITS-CUSTOMER	22.07	22.07
Total 10223700008:											
											22.07

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05/16	05/20/2016	97296	628	SCORE	POLLUTION COVERAGE 2009-2	1516127	1	7630-411-40-45	INSURANCE-LIABILITY	1,262.00	1,262.00
Total 1516127:											
										1,262.00	1,262.00
05/16	05/20/2016	97297	8028		EMPLOYEE TRAINING-PW	051616	1	7620-430-10-45	TRAVEL	3,091.35	3,091.35
Total 051616:											
										3,091.35	3,091.35
05/16	05/20/2016	97298	1076	SIERRA COFFEE AND BE	BOTTLED WATER 5/2/16-PW	43021	1	7620-430-10-46	SUPPLIES-GENERAL	27.40	27.40
Total 43021:											
										27.40	27.40
05/16	05/20/2016	97298	1076	SIERRA COFFEE AND BE	BOTTLED WATER 5/11/16	46027	1	1000-417-10-46	SUPPLIES-GENERAL	41.90	41.90
Total 46027:											
										41.90	41.90
05/16	05/20/2016	97299	1270	SILVER STATE BARRICA	STOP SIGN-STREETS	84806	1	2007-431-20-46	SUPPLIES-GENERAL	458.36	458.36
Total 84806:											
										458.36	458.36
05/16	05/20/2016	97299	1270	SILVER STATE BARRICA	SIGNS-STREETS	85389	1	2007-431-20-46	SUPPLIES-GENERAL	117.98	117.98
Total 85389:											
										117.98	117.98
05/16	05/20/2016	97300	1382	SONSRAY MACHINERY L	WHEEL REPAIR #345-STREETS	P0673507	1	2007-431-20-44	REPAIR AND MAINTENANCE-MI	919.22	919.22
Total P0673507:											
										919.22	919.22
05/16	05/20/2016	97301	1436	STANISLAUS FARM SUP	WEED KILLER-WATER	1321772	1	7110-430-42-46	SUPPLIES-GENERAL	107.50	107.50
Total 1321772:											
										107.50	107.50
05/16	05/20/2016	97301	1436	STANISLAUS FARM SUP	WEED KILLER-STREETS	1323924	1	2007-431-20-46	SUPPLIES-GENERAL	107.50	107.50
Total 1323924:											
										107.50	107.50
05/16	05/20/2016	97301	1436	STANISLAUS FARM SUP	WEED KILLER-GAS	1326346	1	7401-430-62-46	SUPPLIES-GENERAL	107.50	107.50

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Total 1326346:											
05/16	05/20/2016	97302	677	SUSANVILLE SANITARY	115 N WEATHERLOW ST-MUSE	1448 050116	1	1000-451-80-44	SEWER	42.80	42.80
Total 1448 050116:											
05/16	05/20/2016	97302	677	SUSANVILLE SANITARY	65 N WEATHERLOW ST-PARKS	1449 050116	1	1000-452-20-44	SEWER	85.60	85.60
Total 1449 050116:											
05/16	05/20/2016	97302	677	SUSANVILLE SANITARY	720 SOUTH ST	3203 050116	1	7620-430-10-44	SEWER	42.80	42.80
Total 3203 050116:											
05/16	05/20/2016	97303	8519		LCAP WOODSTOVE REBATE	051016	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 051016:											
05/16	05/20/2016	97304	1141	THOMPSON GARAGE DO	SERVICED DOOR-PARKS	84377	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	94.00	94.00
Total 84377:											
05/16	05/20/2016	97305	1244	TITLEIST	INVENTORY-GC	902472296	1	7530-451-55-46	SUPPLIES - GENERAL	48.45	48.45
Total 902472296:											
05/16	05/20/2016	97305	1244	TITLEIST	INVENTORY-GC	902499813	1	7530-1410-007	INVENTORIES - GOODS SOLD	309.10	309.10
Total 902499813:											
05/16	05/20/2016	97306	712	TNS TRUCKING CO	TRANSFER SAND, CEMENT-PA	2220	1	1000-452-20-46	SUPPLIES-GENERAL	274.13	274.13
Total 2220:											
05/16	05/20/2016	97307	8523		REFUND WATER DEPOSIT	10223000011	1	7110-2228-000	DEPOSITS-CUSTOMER	49.70	49.70
Total 10223000011:											

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
05/16	05/20/2016	97308	1398	WAGE WORKS	MONTHLY ADMIN FEE 4/16	125A10464535	1	8403-2239-002	SECTION 125 - CITY	100.00	100.00
Total 125A10464535:											
										100.00	100.00
05/16	05/20/2016	97309	8531		LCAP WOODSTOVE REBATE	051716	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 051716:											
										1,500.00	1,500.00
05/16	05/20/2016	97310	770	WESTERN NEVADA SUP	PIPE FITTINGS-GAS	66589293	1	7401-430-62-46	SUPPLIES-GENERAL	1,406.42	1,406.42
Total 66589293:											
										1,406.42	1,406.42
05/16	05/20/2016	97310	770	WESTERN NEVADA SUP	BATTERY PACK-GAS	66589303	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	170.57	170.57
Total 66589303:											
										170.57	170.57
05/16	05/20/2016	97310	770	WESTERN NEVADA SUP	PIPE FITTINGS-GAS	66604308	1	7401-430-62-46	SUPPLIES-GENERAL	639.70	639.70
Total 66604308:											
										639.70	639.70
05/16	05/20/2016	97310	770	WESTERN NEVADA SUP	REPAIR BAND-WATER	66605656	1	7110-430-42-46	SUPPLIES-GENERAL	133.67	133.67
Total 66605656:											
										133.67	133.67
05/16	05/20/2016	97310	770	WESTERN NEVADA SUP	REPAIR BAND-WATER	66609228	1	7110-430-42-46	SUPPLIES-GENERAL	165.37	165.37
Total 66609228:											
										165.37	165.37
05/16	05/20/2016	97310	770	WESTERN NEVADA SUP	VALVE-WATER JOHNSTONVILL	66611062	1	7112-430-42-47	MACHINERY AND EQUIPMENT	179.08	179.08
Total 66611062:											
										179.08	179.08
05/16	05/20/2016	97310	770	WESTERN NEVADA SUP	VALVE-WATER	66611063	1	7110-430-42-46	SUPPLIES-GENERAL	176.29	176.29
Total 66611063:											
										176.29	176.29
05/16	05/20/2016	97311	1198	WESTWOOD SANITATIO	PORTABLE TOILET-GC 4/16	A47606	1	7530-451-52-44	RENT & LEASES EQUIP & VEHI	98.88	98.88

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 A47606:											
05/16	05/20/2016	97311	1198	WESTWOOD SANITATIO	PORTABLE TOILET - SKYLINE 4	A47614	1	1000-452-20-44	RENT & LEASES EQUIP & VEHI	98.88	98.88
Total A47614:											
05/16	05/20/2016	97311	1198	WESTWOOD SANITATIO	PORTABLE TOILET-GC OLD CL	A47626	1	7530-451-52-44	RENT & LEASES EQUIP & VEHI	98.88	98.88
Total A47626:											
										98.88	98.88
Grand Totals:										39,650.66	39,650.66

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:** June 1, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Quarterly Report of Transient Occupancy Tax Revenue

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

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

**FISCAL IMPACT:** None

**ACTION REQUESTED:** Motion to receive and file Quarterly Report of Transient Occupancy Tax for 3rd Quarter of Fiscal Year 2015-2016

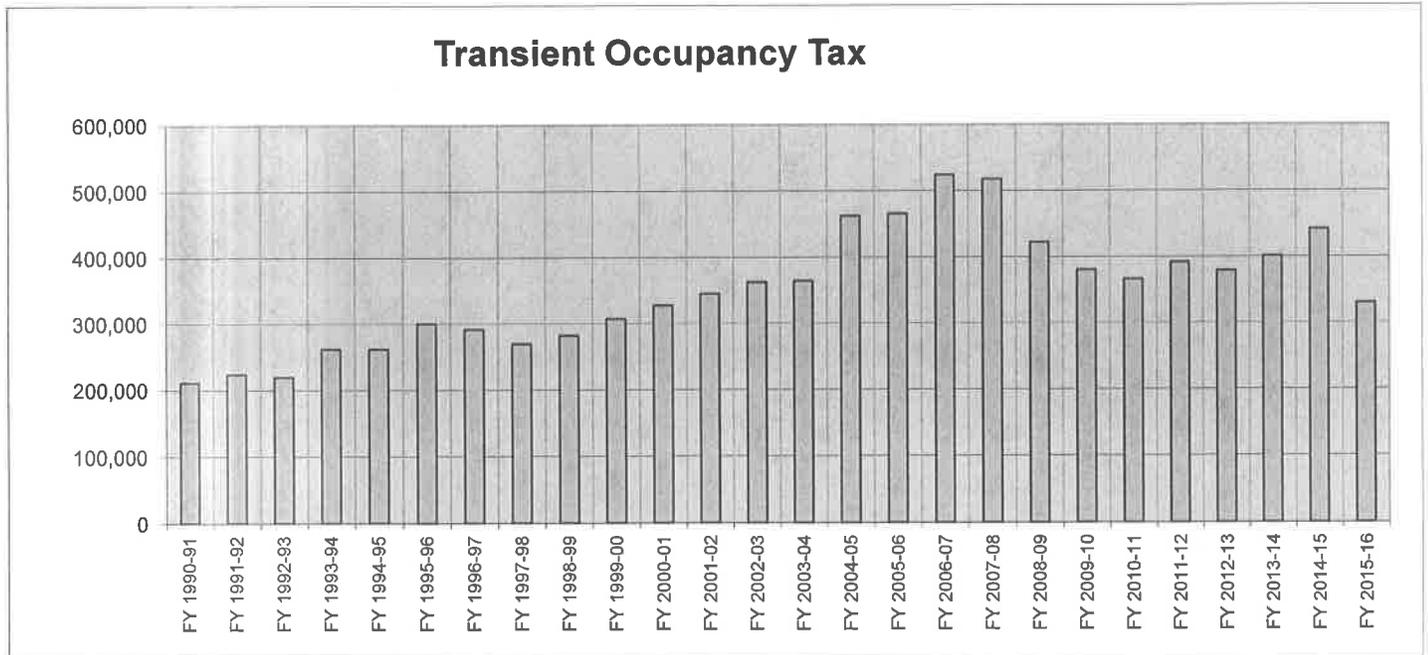
**ATTACHMENTS:** Transient Occupancy Tax report

# Transient Occupancy Tax - History

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Received in For Qtr.	OCT Jul-Sep 1	JAN Oct-Dec 2	APR Jan-Mar 3	JUL Apr-Jun 4	Total	Percent T.O.T.	
FY 1989-90	59,580	41,273	26,912	56,068	183,833	8 %	Increased by 2%
FY 1990-91	71,958	44,475	31,412	63,190	211,035	8 %	
FY 1991-92	75,998	49,850	34,316	63,726	223,890	8 %	
FY 1992-93	79,525	50,751	27,467	61,719	219,462	8 %	
FY 1993-94	87,369	60,847	40,577	72,788	261,579	8 %	
FY 1994-95	90,841	67,395	57,202	84,656	261,579	8 %	
FY 1995-96	102,529	68,208	46,404	74,206	300,094	8 %	
FY 1996-97	91,922	58,327	44,907	74,470	291,347	8 %	
FY 1997-98	90,355	64,306	38,202	75,377	269,627	8 %	
FY 1998-99	100,039	64,098	40,432	77,769	282,337	8 %	
FY 1999-00	105,195	71,103	43,137	87,850	307,285	8 %	
FY 2000-01	113,786	69,621	49,132	94,789	327,328	8 %	
FY 2001-02	116,569	75,763	51,361	100,941	344,634	8 %	
FY 2002-03	128,918	82,622	57,547	93,372	362,459	8 %	
FY 2003-04	123,730	78,211	59,025	103,348	364,313	8 %	
FY 2004-05	160,926	93,450	73,737	134,133	462,246	10%	Increased by 2%
FY 2005-06	154,676	116,764	70,777	123,152	465,369	10%	
FY 2006-07	187,956	111,977	75,688	148,153	523,774	10%	
FY 2007-08	185,106	111,037	87,103	133,968	517,214	10%	
FY 2008-09	152,756	84,251	52,880	132,397	422,284	10%	
FY 2009-10	129,707	92,460	55,012	103,176	380,354	10%	
FY 2010-11	135,563	73,212	52,476	105,132	366,383	10%	
FY 2011-12	136,085	85,764	58,451	111,247	391,546	10%	
FY 2012-13	144,530	68,374	55,362	110,852	379,119	10%	
FY 2013-14	145,701	79,358	66,924	108,741	400,723	10%	
FY 2014-15	145,712	85,678	77,819	132,615	441,824	10%	
FY 2015-16	153,599	93,413	82,624		329,636	10%	

For actual dollars deflate revenues for INFLATION



Reviewed by: JGA City Administrator  
     City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

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

**Action Date:** June 1, 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 April 2016.

**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

April 30, 2016

POOLED CASH FUND	
Bank of America - Checking	1,426,912
LAIF	13,146,778
Total Cash & Investments	<u>14,573,690</u>

### Pooled Cash Allocation:

General	1,946,653
General Restricted	1,097,796
Special Revenue	1,418,094
Capital Projects	(134,221)
Debt Service	740,606
Enterprise	
Airport	(2,891)
Geothermal	312,398
Golf Course	22,910
Natural Gas	4,552,784
Water	3,670,730
Internal Service	503,697
Trust & Agency	445,133
Total Cash & Inv. Allocations	<u>14,573,690</u>

## CASH WITH FISCAL AGENTS

April 30, 2016

General	
Special Revenue	
Capital Projects	
Debt Service	150,029
Enterprise	2,446,130
Internal Service	
Trust & Agency	
Total Cash with Fiscal Agents	<u>2,596,159</u>
GRAND TOTAL	<u><u>17,169,849</u></u>

# RECEIPTS AND DISBURSEMENTS REPORT

Date	Dep Date	A/P Disbursements	Receipts	Balance
				\$363,340.67
4/1/2016			\$22,405.86	\$385,746.53
4/1/2016			\$8,438.77	\$394,185.30
4/1/2016			\$582.47	\$394,767.77
4/1/2016		-\$100,711.27		\$294,056.50
4/1/2016		-\$3,940.42		\$290,116.08
4/4/2016			\$53,428.79	\$343,544.87
4/4/2016			\$6,820.12	\$350,364.99
4/4/2016			\$950.00	\$351,314.99
4/4/2016			\$1,390.94	\$352,705.93
4/4/2016			\$1,411.65	\$354,117.58
4/4/2016		-\$151.22		\$353,966.36
4/4/2016		-\$2,543.39		\$351,422.97
4/4/2016		-\$24.40		\$351,398.57
4/4/2016		-\$250,000.00		\$101,398.57
4/5/2016			\$120,281.75	\$221,680.32
4/5/2016			\$2,079.96	\$223,760.28
4/5/2016		-\$9,910.81		\$213,849.47
4/5/2016			\$6,278.20	\$220,127.67
4/6/2016			\$33,111.30	\$253,238.97
4/6/2016			\$755.82	\$253,994.79
4/6/2016		-\$30.00		\$253,964.79
4/6/2016		-\$191.00		\$253,773.79
4/6/2016		-\$85.00		\$253,688.79
4/6/2016			\$5,049.83	\$258,738.62
4/6/2016			\$6,573.04	\$265,311.66
4/7/2016			\$15,056.70	\$280,368.36
4/7/2016			\$1,020.37	\$281,388.73
4/7/2016		-\$105,586.67		\$175,802.06
4/7/2016		-\$20,903.04		\$154,899.02
4/7/2016			\$5,709.07	\$160,608.09
4/8/2016			\$29,116.88	\$189,724.97
4/8/2016			\$23.65	\$189,748.62
4/8/2016			\$3,826.86	\$193,575.48
4/8/2016			\$605.95	\$194,181.43
4/8/2016		-\$185.00		\$193,996.43
4/11/2016			\$56,725.31	\$250,721.74
4/11/2016			\$255.65	\$250,977.39
4/11/2016			\$31.93	\$251,009.32
4/11/2016			\$5,426.46	\$256,435.78
4/12/2016			\$16,722.91	\$273,158.69
4/12/2016			\$70.03	\$273,228.72
4/12/2016			\$3,490.71	\$276,719.43
4/12/2016			\$1,735.24	\$278,454.67
4/12/2016		-\$500.00		\$277,954.67
4/13/2016			\$66,096.34	\$344,051.01
4/13/2016			\$24.45	\$344,075.46
4/13/2016			\$1,813.87	\$345,889.33
4/13/2016			\$204.33	\$346,093.66
4/13/2016		-\$164.49		\$345,929.17
4/13/2016		-\$104,564.47		\$241,364.70
4/13/2016		-\$5,598.42		\$235,766.28
4/13/2016		-\$35,006.92		\$200,759.36
4/13/2016		-\$4,675.89		\$196,083.47
4/13/2016		-\$1,237.46		\$194,846.01
4/13/2016		-\$26,665.33		\$168,180.68
4/13/2016		-\$10,718.32		\$157,462.36
4/13/2016		-\$71,104.00		\$86,358.36
4/14/2016		-\$45,741.10		\$40,617.26
4/14/2016			\$15,920.99	\$56,538.25
4/14/2016			\$464.51	\$57,002.76
4/14/2016			\$3,765.22	\$60,767.98
4/15/2016			\$11,469.44	\$72,237.42
4/15/2016			\$407.15	\$72,644.57
4/15/2016		-\$370.00		\$72,274.57
4/15/2016		-\$136.00		\$72,138.57
4/15/2016		-\$287.97		\$71,850.60
4/15/2016		-\$1,481.49		\$70,369.11
4/15/2016		-\$1,748.76		\$68,620.35
4/15/2016			\$3,098.14	\$71,718.49

# RECEIPTS AND DISBURSEMENTS REPORT

Date	Dep Date	A/P Disbursements	Receipts	Balance
4/15/2016		-\$271.79		\$71,446.70
4/18/2016			\$205.00	\$71,651.70
4/18/2016		-\$62,172.98		\$9,478.72
4/18/2016		-\$0.84	\$61,357.34	\$70,835.22
4/19/2016			\$189.20	\$71,024.42
4/19/2016		-\$8.00		\$71,016.42
4/19/2016			\$4,997.11	\$76,013.53
4/19/2016			\$1,901.49	\$77,915.02
4/19/2016			\$7,902.14	\$85,817.16
4/19/2016			\$2,846.27	\$88,663.43
4/19/2016			\$1,757.24	\$90,420.67
4/20/2016			\$14,692.03	\$105,112.70
4/20/2016			\$3,994.34	\$109,107.04
4/20/2016			\$93.06	\$109,200.10
4/20/2016			\$194.72	\$109,394.82
4/20/2016			\$33.23	\$109,428.05
4/20/2016			\$91,500.00	\$200,928.05
4/20/2016		-\$635.96		\$200,292.09
4/21/2016			\$15,007.64	\$215,299.73
4/21/2016			\$200.00	\$215,499.73
4/21/2016			\$11.28	\$215,511.01
4/21/2016			\$1,188.04	\$216,699.05
4/21/2016		-\$105.75		\$216,593.30
4/21/2016		-\$10.00		\$216,583.30
4/21/2016		-\$35.98		\$216,547.32
4/21/2016		-\$7,060.00		\$209,487.32
4/21/2016		-\$87.04		\$209,400.28
4/21/2016			\$3,009.65	\$212,409.93
4/21/2016		-\$95,310.76		\$117,099.17
4/22/2016			\$32,002.94	\$149,102.11
4/22/2016			\$895.53	\$149,997.64
4/22/2016			\$350.00	\$150,347.64
4/22/2016			\$2,811.92	\$153,159.56
4/22/2016			\$1,620.53	\$154,780.09
4/25/2016			\$200,000.00	\$354,780.09
4/25/2016			\$30,432.75	\$385,212.84
4/25/2016			\$283.00	\$385,495.84
4/25/2016			\$4,403.51	\$389,899.35
4/26/2016			\$14,308.13	\$404,207.48
4/26/2016			\$371.92	\$404,579.40
4/26/2016			\$577.72	\$405,157.12
4/26/2016			\$2,626.60	\$407,783.72
4/26/2016			\$576.76	\$408,360.48
4/27/2016		-\$48,363.65		\$359,996.83
4/27/2016			\$19,074.60	\$379,071.43
4/27/2016			\$533.53	\$379,604.96
4/27/2016			\$94.44	\$379,699.40
4/27/2016			\$1,026.61	\$380,726.01
4/27/2016			\$35,550.87	\$416,276.88
4/27/2016			\$152.83	\$416,429.71
4/27/2016		-\$103,593.19		\$312,836.52
4/27/2016		-\$34,108.38		\$278,728.14
4/27/2016		-\$43,860.16		\$234,867.98
4/27/2016		-\$8,705.70		\$226,162.28
4/27/2016		-\$1,612.13		\$224,550.15
4/27/2016		-\$25,814.91		\$198,735.24
4/27/2016		-\$4,255.07		\$194,480.17
4/28/2016			\$58,667.34	\$253,147.51
4/28/2016			\$3,551.08	\$256,698.59
4/29/2016		-\$174.92	\$1,172,794.50	\$1,429,318.17
4/29/2016			\$972.97	\$1,430,291.14
4/29/2016			\$218.16	\$1,430,509.30
4/29/2016			\$693.00	\$1,431,202.30
4/29/2016		-\$3,250.00		\$1,427,952.30
4/29/2016		-\$876.17		\$1,427,076.13
4/29/2016		-\$804.90		\$1,426,271.23
4/29/2016		-\$7,079.00		\$1,419,192.23
4/29/2016		-\$633.91		\$1,418,558.32
4/29/2016			\$8,353.19	\$1,426,911.51

CITY OF SUSANVILLE  
 COMBINED CASH AND INVESTMENTS  
 APRIL 30, 2016

COMBINED ACCOUNTS

9999-1011-001	B OF A # 08038-80200	1,426,911.51
9999-1030-001	LAIF	13,146,778.41
		14,573,689.92
	TOTAL COMBINED CASH AND INVESTMENTS	14,573,689.92
9999-1000-000	CLAIM ON CASH	( 14,573,689.92)
		.00

CASH ALLOCATION RECONCILIATION

RESTRICTED FUNDS

1001	ALLOCATION TO GF-DEPOSITS PAYABLE	130,129.84
1002	ALLOCATION TO GF-ECONOMIC DEVELOPMENT	3,433.26
1004	ALLOCATION TO GF-PANCERA	18,219.39
1005	ALLOCATION TO GF-RESERVE ACCOUNT	853,683.71
1006	ALLOCATION TO POLICE FACILITIES & EQUIP FUND	29,014.34
1007	ALLOCATION TO FIRE FACILITIES & EQUIP FUND	36,484.63
1008	ALLOCATION TO ADMIN SVCS FACILITIES & EQUIP	26,831.13
2002	ALLOCATION TO STATE COPS	6,856.94
2006	ALLOCATION TO SNOW REMOVAL	91,818.64
2007	ALLOCATION TO STREETS & HIGHWAYS	18,344.12
2010	ALLOCATION TO STREET MITIGATION	53,571.76
2011	ALLOCATION TO POLICE MITIGATION	29,261.63
2012	ALLOCATION TO FIRE MITIGATION	106,330.35
2013	ALLOCATION TO PARK DEDICATION FUND	167,442.78
2014	ALLOCATION TO STATE OF CA - PROP 30/AB 109	38,727.00
2016	ALLOCATION TO CDBG REVOLVING LOAN FUND	171,451.01
2017	ALLOCATION TO STATE ECONOMIC REV FD	282,932.48
2018	ALLOCATION TO HOME REVOLVING FUND	274,334.94
2030	ALLOCATION TO TRAFFIC SAFETY	73,084.83
2035	ALLOCATION TO TRAFFIC SIGNALS FUND	96,425.70
2037	ALLOCATION TO SKYLINE BICYCLE LANE	7,511.64
3019	ALLOCATION TO STIP REHABILITATION PROJECT	( 148,069.01)
4001	ALLOCATION TO MARK ROOS SERIES B/92	171,576.21
4003	ALLOCATION TO CITY HALL	29,468.33
4004	ALLOCATION TO 2013 CALPERS REFUNDING LOAN	503,602.40
4005	ALLOCATION TO COMMUNITY POOL DEBT SERVICE	35,958.67
7111	ALLOCATION TO WATER RATE STABILIZATION FUND	3,000,000.00
7114	ALLOCATION TO WATER CAPITAL IMPROVEMENTS	667,861.28
7402	ALLOCATION TO NATURAL GAS STABILIZATION FUND	1,807,075.00
7610	ALLOCATION TO OPEB	29,142.79
7630	ALLOCATION TO RISK MANAGEMENT FUND	271,811.90
7650	ALLOCATION TO PAYROLL	119,486.77
8401	ALLOCATION TO HUSA BUSINESS IMPROVE DIST	6,389.80
8402	ALLOCATION TO LAFCO	48,967.90
8403	ALLOCATION TO SEC 125 & AFLAC	1,588.90
8404	ALLOCATION TO AIR POLLUTION	225,000.39
8405	ALLOCATION TO AIR POLLUTION-CARL MOYER	163,186.00
	ALLOCATIONS TO RESTRICTED FUNDS	9,448,937.45

CITY OF SUSANVILLE  
COMBINED CASH AND INVESTMENTS  
APRIL 30, 2016

UNRESTRICTED FUNDS

1000 ALLOCATION TO GENERAL FUND	1,946,653.26
3015 ALLOCATION TO CITY HALL PARKING LOT PROJECT	13,847.97
7110 ALLOCATION TO WATER SYSTEM	( 13,692.92)
7112 ALLOCATION TO JOHNSTONVILLE WATER SYSTEM	16,561.53
7201 ALLOCATION TO AIRPORT	( 2,890.98)
7301 ALLOCATION TO GEOTHERMAL UTILITY	312,398.38
7401 ALLOCATION TO NATURAL GAS	2,745,709.48
7530 ALLOCATION TO GOLF COURSE	22,909.73
7620 ALLOCATION TO PW ADMIN & ENGINEERING FUND	83,256.02
	<hr/>
ALLOCATIONS TO UNRESTRICTED FUNDS	5,124,752.47
	<hr/>
TOTAL ALLOCATIONS TO OTHER FUNDS	14,573,689.92
ALLOCATION FROM COMBINED CASH FUND - 9999-1000-000	( 14,573,689.92)
	<hr/>
ZERO PROOF IF ALLOCATIONS BALANCE	.00
	<hr/> <hr/>

Fund #	Fund Title	Audited		Unaudited	
		6/30/15 Fund Balance	YTD Revenue	YTD Expenditures	April Fund Balance 4/30/16
100X	General Fund	2,506,284	4,747,968	4,515,208	2,739,045
2002	State COPS	44,850	53,907	91,900	6,857
2006	Snow Removal	120,224	8,509	36,915	91,819
2007	Streets	394,867	598,658	925,537	67,988
2010	Street Mitigation	118,267	18,556	83,251	53,572
2011	Police Mitigation	36,419	23,916	31,073	29,262
2012	Fire Mitigation	84,547	23,283	0	107,830
2013	Park Dedication	170,283	250	3,090	167,442
2014	State of CA - Prop 30/AB 109	38,725	20,562	20,560	38,727
2016	State Comm. Dev. Rev. FD	1,008,295	41,633	161,449	888,478
2017	State Economic Rev. FD	422,956	23,556	0	446,512
2018	Home Revolving Fund	765,821	747	112	766,456
2030	Traffic Safety	72,413	4,234	3,562	73,085
2035	Traffic Signals Fund	96,304	122	0	96,426
2037	Skyline Bicycle Lane	7,502	10	0	7,512
3015	City Hall Parking Lot	13,848	0	0	13,848
4001	Miller Fletcher	711,573	29,478	148,821	592,230
4003	City Hall Debt Service	52,239	113,880	136,651	29,468
4004	2013 CalPERS Refunding Loan	359,210	364,210	219,818	503,602
4005	Community Pool Debt Service	0	1,200,000	1,164,041	35,959
711X	Water Funds	2,631,732	1,538,575	2,712,559	1,457,749
7201	Airport	2,324,034	149,402	235,708	2,237,728
7301	Geothermal	564,208	72,180	66,558	569,830
740X	Natural Gas	(541,540)	3,580,614	3,627,082	(588,008)
7530	Golf Course	2,448,304	298,671	260,719	2,486,256
7610	OPEB	(85,064)	37,200	0	(47,864)
7620	PW Admin/Engineering	1,696	196,763	129,860	68,599
7630	Risk Management	273,723	490,133	489,443	274,413
8402	LAFCO	34,100	54,904	40,035	48,969
8404	Air Pollution	375,162	169,595	314,771	229,986
8405	Air Pollution - Carl Moyer	302,611	180,498	319,842	163,267
<b>TOTALS</b>		<b>15,353,591</b>	<b>14,042,014</b>	<b>15,738,562</b>	<b>13,657,042</b>

Reviewed by: Y-H City Administrator  
       City Attorney

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

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

**Action Date:** June 1, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Resolution Number 16-5297 setting fees and policies for the utilities of the City of Susanville and rescinding Resolution Number 12-4881, 10-4703, 08-4384, 05-3914 and 04-3748

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

**SUMMARY:** On April 6, 2016 the City Council approved the "2016 Water Rate Analysis and Calculations Report." The Report is the basis for the justification of the proposed water rate change. The proposed water rate change will result in a revenue increase to fund system infrastructure needs as well as operational and maintenance costs.

As presented in the Report, the proposed rate modification will not change the existing base rate. The quantity rate will transition from a five tiered rate to a two tiered rate based on the time of year. The proposed two tiered rate applies equally to all account holders and is derived based upon the time of year when the City is required to pump ground water for irrigation. The proposed quantity rate will not result in an increase to customers who use 300 cubic feet of water or less each month. However, customers using larger volumes of water will experience the greatest increase based on the metered per cubic foot of water used.

The Report also proposes a drought surcharge to become effective when the City implements either Stage 1, 2, or 3 of its Water Shortage Contingency Plan. No stage of the Water Shortage Contingency plan is currently in effect.

As required by Proposition 218, property owners have been notified of the proposed rate increase 45 days prior to the public hearing. The City has also notified water utility account holders who may not be property owners but will be impacted by the proposed changes. Notices of the proposed change included the date of the public hearing and the procedure to protest the rate increase. Written protests may be submitted prior to or at the public hearing. Only one protest is permitted per parcel. If protests are received from a majority of the affected parcels, the City Council cannot adopt the proposed rate increase.

**FISCAL IMPACT:** The proposed rate increase will result in approximately \$900,000 additional annual revenue and will be used for water system infrastructure and operations and maintenance costs.

**ACTION REQUESTED:** Motion to adopt Resolution No. 16-5297 setting fees and policies for the utilities of the City of Susanville and rescinding Resolution Number 12-4881, 10-4703, 08-4384, 05-3914 and 04-3748.

**ATTACHMENTS:** Resolution No. 16-5297

**RESOLUTION NO. 16-5297**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**SETTING RATES, FEES AND POLICIES FOR UTILITIES OF THE CITY OF**  
**SUSANVILLE AND RESCINDING RESOLUTION NUMBER 12-4881, 10-4703,**  
**08-4384, 05-3914 and 04-3748**

**WHEREAS**, the City Council of the City of Susanville has determined that certain rates for the City of Susanville Water Utility need to be changed to ensure that water rates reflect the true cost of operation and distribution based on the "2016 Water Rate Analysis and Calculations" report, adopted by City Council on April 6, 2016; and

**WHEREAS**, pursuant to the notification requirements provided by Proposition 218, a notice of public hearing to be held on June 1, 2016, was mailed to affected account holders and property owners on April 15, 2016; and

**WHEREAS**, on June 1, 2016, the City Council conducted a public hearing and gave every interested person an opportunity to make a written protest to the scheduled connection fee and rate changes as recommended in the City of Susanville Water Rate Analysis and Calculations 2016, and the City Council has considered each protest; and

**WHEREAS**, the City Council of the City of Susanville finds that a majority written protest of account holders and property owners of the proposed changes in the "2016 Water Rate Analysis and Calculations" report does not exist; and

**WHEREAS**, the City Council finds, based upon all evidence in the record, including without limitation the City of Susanville Water Rate Analysis and Calculations 2016, that the proposed water rates and charges do not exceed the estimated amount required to provide water service to properties served by the Water Utility; and

**WHEREAS**, Resolution No. 04-3748 was approved by the City Council setting fees and policies for the utilities of the City of Susanville, including the water utility, and rescinded the previous Resolution Number 03-3674; and

**WHEREAS**, subsequent Resolutions 05-3914, 08-4384, 10-4703 and 12-4881 amended the fees and policies established by Resolution No 04-3748; and

**WHEREAS**, approval of Resolution No. 16-5297 will establish new rates and polices for the water utility, carry forward other, previously established, rates, fees and policies, and rescind the previous resolutions; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Susanville as follows:

1. Authorizes adoption of Resolution Number 16-5297 and rescinds Resolution Number 12-4881, 10-4703, 08-4384, 05-3914 and 04-3748 in their entirety.
2. The City Council finds that the proposed rate changes in the "2016 Water Rate Analysis and Calculations" report reflect the true cost to provide water service.
3. The rates, fees and charges set forth below, are hereby adopted and approved as the rates, fees and charges for the services identified for each such rate, fee and or charge and shall be effective immediately and implemented upon individual account holders after the completion of each account holder's current billing cycle.
4. A billing cycle is defined as the monthly activity of the City to read water meters. Generally initiated around the first of the month a billing cycle includes the water use from the previous month.
5. Immediately upon the effective date of the rates, fees and charges set forth herein, any previously established rates, fees and/or charges shall be, and the same are hereby superseded by the rates fees and charges established herein.
6. Rates, fees and charges:

**Water Base Charge:** The minimum monthly base charge for all metered services by size is indicated in the following table:

<b>Meter Size</b>	<b>Base Rate</b>
5/8 X 3/4 inch	\$ 23.65
1 inch	\$ 31.93
1-1/2 inch	\$ 41.60
2 inch	\$ 54.11
3 inch	\$ 81.37
4 inch	\$ 124.84
6 inch	\$ 217.27
8 inch	\$ 289.69
10 inch	\$ 362.10

**Base Rate Minimum:** For each customer regardless of meter size serving the customer, the monthly minimum base rate is **\$23.65**.

**Quantity Rate:** Quantity rates are those monthly rates for water supplied through the meter as follows:

**Irrigation Season:** Irrigation season rates apply to water use between the months of April through September. Irrigation water rates will commence with the first billing cycle in May and end with the first billing cycle in October.

0-300 cubic feet = **\$0.00** per cubic foot

301 cubic feet and up = **\$0.0257** per cubic foot

**Non-Irrigation Season:** Non-Irrigation season rates apply to water use that is outside of the Irrigation Season.

0-300 cubic feet = **\$0.00** per cubic foot

301 cubic feet and up = **\$0.0215** per cubic foot

**Drought Rate:** Drought Rate is a quantity rate that will become effective upon implementation of the respective stage of the City's Water Shortage Contingency Plan.

Stage 1:

0-300 cubic feet = **\$0.00** per cubic foot

301 cubic feet and up = **\$0.0296** per cubic foot

Stage 2:

0-300 cubic feet = **\$0.00** per cubic foot

301 cubic feet and up = **\$0.0321** per cubic foot

Stage 3:

0-300 cubic feet = **\$0.00** per cubic foot

301 cubic feet and up = **\$0.0360** per cubic foot

**Connection Fees:** Where there is not presently a service or when it is necessary to install a new service the following connection fees shall apply:

A. Residential Connection Fees: \$997.00  
(Single Family Unit, Each Apartment Unit, Each Motel Unit)

B. Commercial Connection Fee: Determined from water consumption report on basis of equivalent single family, residential connection fees.

**Water Source and Storage Capacity Fees:**

**Source Fee:**

Single Family Residential Unit	\$ 697.00
Multi Family Residential Unit	\$ 513.00
Commercial/Industrial (Per Acre)	\$ 917.00

**Storage Fee:**

Single Family Residential Unit	\$ 1042.00
Multi Family Residential Unit	\$ 689.00
Commercial/Industrial (Per Acre)	\$ 3641.00

**Application Requirements:** Applicants for City Utility services shall provide a valid driver's license or state identification card, social security number, address and telephone number, current employer and current rental agreement (if applicable).

**Deposits:** Deposits are required for the establishment of utility service(s) provided by the City.

**Residential Customers:** The deposit shall be \$200.00 for natural gas service, \$75.00 for water service and \$50.00 for geothermal services. Customers who have both water and natural gas services at the same address will have a maximum deposit of \$250.00.

**Commercial Customers:** The deposit shall be equal to the highest monthly bill from the previous 12 months of usage at that address. In no case shall said commercial deposits be lower than as stated herein for "residential customers".

After 12 months of good payment history for homeowners and 36 months of good payment history for renters, that may include no more than one late payment, the deposit shall be credited to the customer's account. Unsatisfactory payment history will result in an additional 12 months of no more than one late payment before deposit will be credited to account. Deposits held by the City do not accrue interest. No deposit is required for those who have established a good credit history with the City, i.e. 12 consecutive months of on time payments for utilities or customers who pass a credit check. Customers who move within the City may transfer an existing deposit to another residence. In the case where the deposit has been applied to past due accounts, or no deposit was required and the service has been disconnected for non-payment the City will require a new deposit and all fees to be paid before service is restored.

**Service Establishment Fees:** A service establishment fee shall be charged for the establishment of service and must be paid prior to activation of the meter.

<b>Utility Service</b>	<b>Fees</b>
Water	\$10.00
Natural Gas	\$10.00
Geothermal	\$10.00
Two or More at one time	\$15.00

Establishment fee is waived for property managers, landlords, etc. who have an agreement with the City for assuming services upon vacancy.

**Other Fees:**

A. Restoration of Service	
- Single Service	\$ 36.00
- Multiple Services	\$ 45.00
B. Restoration of Services (After 3:30 pm)	
- Single Service	\$ 71.00
- Multiple Services	\$ 101.00
C. Meter Testing Deposit	\$ 51.00
D. Meter Tampering Charge	\$ 301.00
(criminal charges may be filed)	
E. Back Flow Prevention Devices	Actual Cost
F. Construction Hydrant Meter Deposit	\$ 1,000.00
G. Inspections (cross connections)	\$ 94.00
H. Natural Gas Safety Inspections	No Charge

**Water Service Line Installation:** The customer shall pay for all costs of the water service installation including, but not limited to the pipe, service tap, meter box, meter valves, hydrants, labor, trenching, backfilling, patching and administrative costs from the nearest main to the customer's property line in accordance with City standards and specifications. The applicant may have the City Water Division personnel install the service line based on the fee schedule set forth below, or may elect to hire a qualified contractor to perform this work, except that only City Water Division personnel may make the water main tap and install the water meter.

<b>Fee Schedule</b>	<b>3/4"</b>	<b>1"</b>	<b>1-1/2"</b>	<b>2"</b>	<b>Over 2"</b>
New Service	\$1,400	\$1,400	\$1,790	\$2,070	Actual Cost
New Meter	\$303	\$396	\$652	\$782	Actual Cost
New Meter Location	\$850	\$1,100	\$1,700	\$1,950	Actual Cost
Remove Service	\$400	\$400	\$450	\$450	Actual Cost
Water Main Tap Fees	\$140	\$155	\$180	\$255	\$475

**Construction Water:**

A. Fire Hydrant Use Deposit	
No Meter	\$ 500
Fire Hydrant Meter Deposit	\$1,000
B. Application Fee (non-refundable)	\$ 100

- C. Hydrant Meter Monthly Fee \$ 25
- D. Quantity rate for construction water taken through a hydrant meter shall be \$85.50 per 1,000 cubic feet; \$8.50 per 100 cubic feet; or \$.8555 per 10 cubic feet of water.

**Wells and Vertical Drilling:**

Wells for Water, Geo, Monitoring, Testing and Heating/ Cooling systems:

	<u>Fees</u>
Application Fee	\$145
Inspection Fee	\$ 92

- 7. If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the resolution and each section, subsection, clause, and phrase hereof would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that any one or more other sections, subsection, sentences, clauses or phrases be declared invalid or unconstitutional
- 8. The City Clerk shall certify to the adoption of this Resolution.

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

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

The foregoing Resolution No. 16-5297 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 1<sup>st</sup> day of June 2016 by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAINING:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
 Jessica Ryan, City Attorney

Reviewed by: JW City Administrator  
           City Attorney

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

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

**Action Date:** June 1, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** **Resolution No. 16-5295** Authorizing Execution of an Airport Hangar Space Lease Agreement, Hangar owned by the City, Lot #14 with Matt Bussell beginning on June 1, 2016 and continuing on a month to month basis.

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

**SUMMARY:** On May 5, 2016, Matt Bussell notified City Hall staff that he was interested in entering into a lease for one of three portions of Hangar #14 at the Airport. The Space Lease Agreement will start on June 1, 2016 and will continue on a month to month basis. In addition, paragraph 2 of the lease was updated to reflect the following change:

- Lessee shall use the space in the hangar for the storage of the herein described airplane owned or leased by Lessee and shall not use the space for storing any property other than aircraft. ~~Lessee may, however, store non-aircraft personal property in said hangar, provided, however, that Lessee is in fact storing aircraft in the hangar and the storage of the non-aircraft~~ **However, limited storage of aviation related personal property may be permitted, provided that Lessee is in fact storing aircraft in the hangar and the aviation related** personal property does not interfere with the storage of Lessee's or other tenant's aircraft in the hangar, nor with the ingress and egress of Lessee's or other tenant's aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the leased premises without the prior written consent of Lessor.

**FISCAL IMPACT:** Revenue of \$130 per month, \$1,560 annually

**ACTION REQUESTED:** Motion to adopt Resolution No. 16-5295

**ATTACHMENTS:** Resolution No. 16-5295  
Airport Hangar Space Lease Agreement Hangar Owned by City

**RESOLUTION NO. 16-5295**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**AUTHORIZING EXECUTION OF AN AIRPORT HANGAR SPACE LEASE**  
**AGREEMENT, HANGAR OWNED BY CITY, LOT #14 WITH MATT BUSSELL**  
**BEGINNING ON JUNE 1, 2016 AND CONTINUING ON A MONTH TO MONTH**  
**BASIS**

**WHEREAS**, Matt Bussell has requested permission to rent a space in the City-Owned hangar on Lot #14 beginning June 1, 2016 for \$130.00/month to store his personal aircraft; and

**WHEREAS**, Matt Bussell has executed an Airport Hangar Space Lease Agreement Hangar Owned by City, Lot #14 as required.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Susanville authorizes the Mayor and City Clerk to execute an Airport Hangar Space Lease Agreement Hangar Owned by City, Lot #14 with Matt Bussell beginning June 1, 2016 and continuing on a month to month basis for \$130.00/month.

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 1st day of June, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

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

APPROVED AS TO FORM: \_\_\_\_\_  
Jessica Ryan, City Attorney

AIRPORT HANGAR SPACE LEASE AGREEMENT  
HANGAR OWNED BY CITY

THIS LEASE, made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, 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 Matt Bussell, of P. O. Box 383 Doyle CA 96109 (physical address 114 Aspen St. Herlong, CA 96113), County of Lassen, State of California, hereinafter referred to as “Lessee”, on the following terms and conditions:

1. Lessor does hereby lease to Lessee on a month to month basis, to and including termination of Agreement, space in that certain airport hangar owned by the City of Susanville, (hereinafter referred to as the “leased premises”), located on Lot #14 at the Susanville Municipal Airport, Lassen County, California, said space to be used for one airplane, to wit, Lessee’s 1972 Piper Challenger 180 (#N15928). The property upon which said airport hangar is situated is legally described as follows:

Lot Numbered 14 as said lot is shown upon that certain map entitled “Record of Survey for the City of Susanville of Susanville Municipal Airport Hangar Lots 13 thru 15,” recorded in the Office of the County Recorder of the County of Lassen on January 16, 1973 in Book 9 of Maps on Page 28

at a monthly rental rate of One Hundred Thirty Dollars (\$130.00) per month, payable in advance, commencing \_\_\_\_\_, and continuing monthly thereafter until TERMINATION OF SPACE LEASE BY LESSEE OR LESSOR. Lessee is granted the unlimited lawful right of the ingress and egress from the aforesaid airport hangar. 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 space in the hangar for the storage of the herein described airplane owned or leased by Lessee and shall not use the space for storing any property other than aircraft. However, limited storage of aviation related personal property may be permitted, provided that Lessee is in fact storing aircraft in the hangar and the aviation related personal property does not interfere with the storage of Lessee’s or other tenant’s aircraft in the hangar, nor with the ingress and egress of Lessee’s or other tenant’s

aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the leased premises without the prior written consent of Lessor.

3. Lessee hereby agrees that Lessee's interest herein is nontransferable, and this lease shall not be assigned by Lessee.

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

5. Any holding over by Lessee past the term of this lease agreement shall not be deemed a renewal or extension of the term of this Agreement.

6. Lessee shall keep the airport hangar and property upon which it is situated free and clear of inflammable or combustible vegetation or other combustible materials.

7. Lessee may utilize no more than a 15 foot wide area extending immediately outside the hangar for the parking of authorized vehicles, but not for storage.

8. Lessee covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said real 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, the 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Lessee shall not (except small quantities for Lessee's personal use only) use, store, or 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 Agreement 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. Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims, demands, and causes of action, including costs and attorneys' fees, 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 tortious acts 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 relating to the toxic, hazardous, or petroleum substance, material, or waste, including, but not limited to, the proper removal, disposal, and cleanup thereof.. Lessee's obligation to indemnify Lessor set forth in this paragraph shall survive the expiration or earlier termination of this Agreement.

17. 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.

18. Lessee shall procure and maintain public liability/bodily injury insurance in the sum of \$150,000 per person, \$250,000 per occurrence, and \$100,000 property damage. A certificate of insurance evidencing such coverage shall be filed with the City Clerk of Lessor which shall name Lessor, its offices, agents, and employees as additional insured and guarantee at least ten (10) days advance notice to Lessor, in writing, of any cancellation or reduction of such insurance. Lessor reserves the right to require Lessee to increase said coverage limits should the same become reasonably necessary.

19. 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 California Code of Civil Procedure 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 Agreement. In the event of termination of this Agreement by Lessor, Lessee shall immediately surrender possession of the Leased Premises to Lessor. In the event of termination of this Agreement, 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 Agreement;

b. The excess of the amount of rent which accrues between the date of termination of the Agreement 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 Agreement 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 Agreement, including but not limited to the right to possession if the hangar space.

20. 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 or the lease of the Leased Premises from Lessor, does hereby covenant and agree for the term of this Agreement to be bound by the provisions set forth on Exhibit "A" (Sponsors Assurances) attached hereto and incorporated herein by reference.

This Agreement 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 Airport. In the event that the FAA or any other federal agency requires modifications or changes in this Agreement 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 Agreement, 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 Agreement. 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 Agreement shall be deemed to be amended and/or modified to comply with said changes as though the documents had been signed by all parties.

21. 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 Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

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

23. 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.

24. The terms hereof shall be binding on the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Lessor has caused this Lease to be executed by the Mayor and the Clerk, and the said Lessee has executed this Lease the day and year first above written.

CITY OF SUSANVILLE, LESSOR

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

ATTEST:

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

LESSEE:

\_\_\_\_\_  
NAME: Matt Bussell

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

Approved as to Form:

\_\_\_\_\_  
Jessica Ryan, City Attorney

PART V  
ASSURANCES  
Airport and Planning Agency Sponsors

EXHIBIT A

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. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 -42 U.S.C. 8373. 1/
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq. 1/
- q. Copeland Antikickback Act - 18 U.S.C. 874 1/
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq. 1/
- s. Endangered Species Act - 16 U.S.C. 668(a), et seq. 1/
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. 2/

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- c. 49 CFR Part 24 - Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs.

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

1/ These laws do not apply to planning projects.

2/ These laws do not apply to private sponsors.

Office of Management and Budget Circulars

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

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

2. Responsibility and Authority of the Sponsor.

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

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under 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 with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures

prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

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

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

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

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

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

24. Fee and Rental Structure. It will maintain a fee and rental structure consistent with Assurances 22 and 23, for the facilities and services being provided to the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.
25. Airport Revenue. If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982 by the owner or operator of the airport, or provisions enacted before September 3, 1982 in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreement, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise program implementation projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
27. Use of Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those useable for landing and takeoff of aircraft to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:
- a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of government aircraft is three hundred (300) or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million (5,000,000) pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four (4) months after receipt of a written request from the Secretary.
29. Airport Layout Plan.
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alteration in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.
  - b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
31. Disposal of Land.
- a. For land purchased under grant before, on, after December 30, 1987 for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for

such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

- b. For land purchased for airport purposes (other than noise compatibility) under grant before, on, or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the proceeds of such disposition, which is proportionate to the United States share of the cost of acquisition of such land will be paid to the Secretary for deposit in the Trust Fund.
  - c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right therein 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:      City Administrator  
     City Attorney

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

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

**Action Date:** June 1, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** **Resolution No. 16-5299** Authorizing Execution of an Airport Hangar Space Lease Agreement, Hangar owned by the City, Lot #14 with 172 Group beginning on June 1, 2016 and continuing on a month to month basis.

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

**SUMMARY:** The 172 Group, a partnership of 6 individuals, notified City Hall staff that they were interested in entering into a lease for one of three portions of Hangar #14 at the Airport. The Space Lease Agreement will start on June 1, 2016 and will continue on a month to month basis. In addition, paragraph 2 of the lease was updated to reflect the following change:

- Lessee shall use the space in the hangar for the storage of the herein described airplane owned or leased by Lessee and shall not use the space for storing any property other than aircraft. ~~Lessee may, however, store non-aircraft personal property in said hangar, provided, however, that Lessee is in fact storing aircraft in the hangar and the storage of the non-aircraft~~ **However, limited storage of aviation related personal property may be permitted, provided that Lessee is in fact storing aircraft in the hangar and the aviation related** personal property does not interfere with the storage of Lessee's or other tenant's aircraft in the hangar, nor with the ingress and egress of Lessee's or other tenant's aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the leased premises without the prior written consent of Lessor.

**FISCAL IMPACT:** Revenue of \$130 per month, \$1,560 annually

**ACTION REQUESTED:** Motion to adopt Resolution No. 16-5299

**ATTACHMENTS:** Resolution No. 16-5299  
 Airport Hangar Space Lease Agreement Hangar Owned by City

**RESOLUTION NO. 16-5299**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**AUTHORIZING EXECUTION OF AN AIRPORT HANGAR SPACE LEASE**  
**AGREEMENT, HANGAR OWNED BY CITY, LOT #14 WITH MATT BUSSELL**  
**BEGINNING ON JUNE 1, 2016 AND CONTINUING ON A MONTH TO MONTH**  
**BASIS**

**WHEREAS**, 172 Group has requested permission to rent a space in the City-Owned hangar on Lot #14 beginning June 1, 2016 for \$130.00/month to store his personal aircraft; and

**WHEREAS**, 172 Group has executed an Airport Hangar Space Lease Agreement Hangar Owned by City, Lot #14 as required.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Susanville authorizes the Mayor and City Clerk to execute an Airport Hangar Space Lease Agreement Hangar Owned by City, Lot #14 with 172 Group beginning June 1, 2016 and continuing on a month to month basis for \$130.00/month.

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 1st day of June, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

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

APPROVED AS TO FORM: \_\_\_\_\_  
Jessica Ryan, City Attorney

AIRPORT HANGAR SPACE LEASE AGREEMENT  
HANGAR OWNED BY CITY

THIS LEASE, made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, 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 172 Group, of 471-920 Johnstonville Road Susanville, CA 96130, County of Lassen, State of California, hereinafter referred to as “Lessee”, on the following terms and conditions:

1. Lessor does hereby lease to Lessee on a month to month basis, to and including termination of Agreement, space in that certain airport hangar owned by the City of Susanville, (hereinafter referred to as the “leased premises”), located on Lot #14 at the Susanville Municipal Airport, Lassen County, California, said space to be used for one airplane, to wit, Lessee’s 1960 Cessna 172A (#N6804X). The property upon which said airport hangar is situated is legally described as follows:

Lot Numbered 14 as said lot is shown upon that certain map entitled “Record of Survey for the City of Susanville of Susanville Municipal Airport Hangar Lots 13 thru 15,” recorded in the Office of the County Recorder of the County of Lassen on January 16, 1973 in Book 9 of Maps on Page 28

at a monthly rental rate of One Hundred Thirty Dollars (\$130.00) per month, payable in advance, commencing \_\_\_\_\_ and continuing monthly thereafter until TERMINATION OF SPACE LEASE BY LESSEE OR LESSOR. Lessee is granted the unlimited lawful right of the ingress and egress from the aforesaid airport hangar. 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 space in the hangar for the storage of the herein described airplane owned or leased by Lessee and shall not use the space for storing any property other than aircraft. However, limited storage of aviation related personal property may be permitted, provided that Lessee is in fact storing aircraft in the hangar and the aviation related personal property does not interfere with the storage of Lessee’s or other tenant’s aircraft in the hangar, nor with the ingress and egress of Lessee’s or other tenant’s

aircraft to and from the hangar. Lessee shall not conduct any commercial or business activity on the leased premises without the prior written consent of Lessor.

3. Lessee hereby agrees that Lessee's interest herein is nontransferable, and this lease shall not be assigned by Lessee.

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

5. Any holding over by Lessee past the term of this lease agreement shall not be deemed a renewal or extension of the term of this Agreement.

6. Lessee shall keep the airport hangar and property upon which it is situated free and clear of inflammable or combustible vegetation or other combustible materials.

7. Lessee may utilize no more than a 15 feet wide area extending immediately outside the hangar for the parking of authorized vehicles, but not for storage.

8. Lessee covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the said real 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, the 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Lessee shall not (except small quantities for Lessee's personal use only) use, store, or 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 Agreement 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. Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims, demands, and causes of action, including costs and attorneys' fees, 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 tortious acts 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 relating to the toxic, hazardous, or petroleum substance, material, or waste, including, but not limited to, the proper removal, disposal, and cleanup thereof.. Lessee's obligation to indemnify Lessor set forth in this paragraph shall survive the expiration or earlier termination of this Agreement.

17. 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.

18. Lessee shall procure and maintain public liability/bodily injury insurance in the sum of \$150,000 per person, \$250,000 per occurrence, and \$100,000 property damage. A certificate of insurance evidencing such coverage shall be filed with the City Clerk of Lessor which shall name Lessor, its offices, agents, and employees as additional insured and guarantee at least ten (10) days advance notice to Lessor, in writing, of any cancellation or reduction of such insurance. Lessor reserves the right to require Lessee to increase said coverage limits should the same become reasonably necessary.

19. 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 California Code of Civil Procedure 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 Agreement. In the event of termination of this Agreement by Lessor, Lessee shall immediately surrender possession of the Leased Premises to Lessor. In the event of termination of this Agreement, 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 Agreement;

b. The excess of the amount of rent which accrues between the date of termination of the Agreement 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 Agreement 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 Agreement, including but not limited to the right to possession if the hangar space.

20. 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 or the lease of the Leased Premises from Lessor, does hereby covenant and agree for the term of this Agreement to be bound by the provisions set forth on Exhibit "A" (Sponsors Assurances) attached hereto and incorporated herein by reference.

This Agreement 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 Airport. In the event that the FAA or any other federal agency requires modifications or changes in this Agreement 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 Agreement, 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 Agreement. 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 Agreement shall be deemed to be amended and/or modified to comply with said changes as though the documents had been signed by all parties.

21. 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 Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

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

23. 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.

24. The terms hereof shall be binding on the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Lessor has caused this Lease to be executed by the Mayor and the Clerk, and the said Lessee has executed this Lease the day and year first above written.

CITY OF SUSANVILLE, LESSOR

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

ATTEST:

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

LESSEE:

\_\_\_\_\_  
NAME: 172 Group Representative

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

Approved as to Form:

\_\_\_\_\_  
Jessica Ryan, City Attorney

PART V  
ASSURANCES  
Airport and Planning Agency Sponsors

EXHIBIT A

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. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 -42 U.S.C. 8373. 1/
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq. 1/
- q. Copeland Antikickback Act - 18 U.S.C. 874 1/
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq. 1/
- s. Endangered Species Act - 16 U.S.C. 668(a), et seq. 1/
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. 2/

Executive Orders

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 11246 - Equal Employment Opportunity

Federal Regulations

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- c. 49 CFR Part 24 - Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs.

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

1/ These laws do not apply to planning projects.

2/ These laws do not apply to private sponsors.

Office of Management and Budget Circulars

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

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

2. Responsibility and Authority of the Sponsor.

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

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under 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 with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures

prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

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

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

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

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

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

24. Fee and Rental Structure. It will maintain a fee and rental structure consistent with Assurances 22 and 23, for the facilities and services being provided to the airport users which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.
25. Airport Revenue. If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982 by the owner or operator of the airport, or provisions enacted before September 3, 1982 in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreement, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise program implementation projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
27. Use of Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those useable for landing and takeoff of aircraft to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:
- a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of government aircraft is three hundred (300) or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million (5,000,000) pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four (4) months after receipt of a written request from the Secretary.
29. Airport Layout Plan.
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alteration in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.
- b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.
31. Disposal of Land.
- a. For land purchased under grant before, on, after December 30, 1987 for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for

such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

- b. For land purchased for airport purposes (other than noise compatibility) under grant before, on, or after December 30, 1987, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value. That portion of the proceeds of such disposition, which is proportionate to the United States share of the cost of acquisition of such land will be paid to the Secretary for deposit in the Trust Fund.
  - c. Disposition of such land under a. and b. above will be subject to the retention or reservation on any interest or right therein 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: AW City Administrator  
                  \_\_\_ City Attorney

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

**Submitted by:** BJ Hubbard, Accounting Technician II

**Action Date:** June 1, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Resolution No.16-5300 authorizing the contract with Xpress Bill Pay and Chase Paymentech.

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

**SUMMARY:** In order to offer the City’s utility customers the convenience of paying their bills online staff has researched online bill pay options. The City Council previously considered utilizing the services of Paymentus, but the service was never established due to excessive charges that would be assessed to the customer. The finance division has conducted research and obtained bids from three vendors, and has viewed online presentations from all three companies. Staff recommends using Xpress Bill Pay. The company offers the best customer experience, a full integration with the Caselle software used for billing and accounting, and no fee will be passed on to the customer. The other companies, Blue Pay, Invoice Cloud and Smart Utility System had many great features but were not ideal in the following areas:

- Fees passed on to customers
- Service charges to the City to retrieve bank checks
- Maximum payment amounts per transaction forcing customers will bills over the amount to make multiple transactions with additional fees
- Not compatible with our Caselle software

Xpress Bill Pay will allow City customers to pay their utility bills, business licenses and other payments online and without a fee. Customers can view their bill and 24 months of billing history online. In order to process online payments a merchant account must be established using Chase Paymentech. This will allow customers to use their Visa or MasterCard to pay their bill. The costs to the City are based on an estimate that half of the City’s customers will be using the online system to pay their bills. It will take time for customers to make the transition to paying online, but over time it is estimated that customers will appreciate the convenience and take advantage of the service. This service will reduce the need for customers to travel to City Hall and reduce the number of phone payments and manual payment entries.

The cost for the online bill pay system is proposed to be funded from the Water and Natural Gas Funds. There are initial costs involved with the implementation of the system, along with reoccurring monthly charges. The City will need to purchase an additional module for Caselle with a one-time licensing fee of \$5,000. The Caselle cost will increase by \$70 per month for the module and the security features embedded to keep customer information secure. Xpress Bill Pay will charge \$94 per month for City customers to access the bill pay website, for the finance department to have an administrative portal, and for all other functions to be accessible. Transaction fees will be approximately \$720 monthly. Xpress Bill Pay will come to Susanville to conduct in-house staff training and the City will be responsible for reimbursing Xpress Bill Pay for the cost of airfare and

hotel.

**FISCAL IMPACT:** A total of approximately \$15,700.00 the first year and approximately \$10,700 each year thereafter, from the Water and Natural Gas Funds.

**ACTION REQUESTED:** Motion to approve **Resolution No. 16-5300** approving and authorizing the Mayor to execute an agreement with Xpress Bill Pay for online bill payment services and Chase Paymentech for a new merchant account.

**ATTACHMENTS:** Xpress Bill Pay Contract and pricing sheet  
Caselle pricing sheet  
Chase Paymentech contract

**RESOLUTION NO. 16-5300**  
**A RESOLUTION OF THE SUSANVILLE CITY COUNCIL APPROVING AND**  
**AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH XPRESS BILL**  
**PAY FOR ONLINE BILL PAYMENT SERVICES AND CHASE PAYMENTECH FOR A**  
**NEW MERCHANT ACCOUNT**

**WHEREAS**, the City desires to offer alternatives to its customers to pay for City services; and

**WHEREAS**, the City desires to allow its customers the ability to pay for these service over the internet; and

**WHEREAS**, Xpress Bill Pay has the ability to assist the City with providing this service;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Susanville as follows:

1. The Mayor is authorized to execute an agreement with Xpress Bill Pay for City customers to pay for city services online, and Chase Paymentech for a new merchant account. With funding from the Water and Natural Gas Funds.

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

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

The foregoing Resolution No. 16-5300 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 1<sup>st</sup> day of June 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jessica Ryan, City Attorney



# **Xpress Bill Pay Client Assessment Document –Adding Additional Biller**

**City of Susanville**

**5/24/16**

650 College Road East  
Princeton, NJ 08540  
T 609.606.3000 F609.606.3266  
[www.orcc.com](http://www.orcc.com)

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## CONTACT INFORMATION

### SECTION 1. CONTACT INFORMATION

<b>1.1 Client Contact Information</b>	
Company Name:	Xpress Bill Pay
Address:	5252 N Edgewood Drive
Address2:	Suite 225
City, State, ZIP:	Provo, UT 84604
Customer Service Telephone:	800-768-7295 ext. 1
New Biller to be Add to Lockbox Proper Name: City of Susanville	

<b>Primary Business Contact</b>	<b>Primary IT Contact</b>
Name: Paul Grincer Title: Operations Manager Phone: 800-768-7295 ext. 920 Fax: 800-768-7203 Email: pgrincer@xpressbillpay.com	Name: Keith Jenkins Title: President & CEO Phone: 800-768-7295 ext. 913 Fax: 800-768-7203 Email: kljenkins@xpressbillpay.com

<b>Primary Customer Service Contact</b>
Name: Jana Openshaw Title: Customer Service Manager Phone: 800-768-7295 ext. 927 Fax: 800-768-7203 Email: jopenshaw@xpressbillpay.com

<b>1.2 ORCC Contact Information</b>	
<b>Project Manager</b>	<b>Implementation Manager</b>
Name: Phone: Fax: Email:	Name: Neha Shah Phone: 609-606-3355 Fax: 609-606-3266 Email: nshah@orcc.com



**CLIENT ASSESSMENT DOCUMENT**

By signing below the client agrees that the information attached is correct, if there are any substantial changes to the information provided this may affect the dates agreed upon for implementation.

\_\_\_\_\_  
CLIENT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
IMPLEMENTATION SIGNATURE

\_\_\_\_\_  
DATE

# xpress BILL PAY

## Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **Xpress Solutions, Inc.** ("Xpress") and **City of Susanville, CA** ("Customer") upon such terms and conditions as are set forth below.

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.
- 2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact customer for resolution which will include resubmission up to 3 times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress's requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account

holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

- 4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.
- 5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 8 or Mozilla Fire Fox 2.0.
- 6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.
- 7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.
- 8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software or by other means as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.
- 9.0 Reports: Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds transfers. All reporting will be via the Internet.
- 10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.
- 11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) Each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all

other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

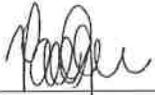
- 12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.
- 13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.
- 14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.
- 15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 16.0 Governing Law; Attorney' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.
- 17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.
- 18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to customer or to third parties dealing with customer even if Xpress has been advised of the possibility of such damages.
- 19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

- 20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zion's First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.
- 21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**

Xpress Solutions Inc.

BY:   
\_\_\_\_\_  
(Authorized Signature)

Paul Grincer  
\_\_\_\_\_  
(Print or Type Name)

TITLE: Operations Manager  
\_\_\_\_\_

DATE: 5/23/2016  
\_\_\_\_\_

**Accepted by:**

City of Susanville

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

TITLE: \_\_\_\_\_

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

**EXHIBIT A**

**FEES**

**Initial Configuration Fees**

- |  |             |
|--|-------------|
| 1. Initial Setup Configuration and Development | See Caselle |
| Online Payment Module                          |             |
| Auto Pay Module                                |             |
| Card Swipe Module                              |             |

- |                                       |                                  |
|---------------------------------------|----------------------------------|
| 2. Training (One Full Day's Training) | See Caselle<br>plus travel costs |
|---------------------------------------|----------------------------------|

**Recurring Monthly Fees**

- |   |           |
|---|-----------|
| 3. Gateway Fees:  |           |
| Credit Card Processing (per transaction)  | \$ 0.30   |
| EFT Online Payments (per transaction)   | \$ 0.40   |
| EFT Returned Items  |           |
| (Invalid account number or unable to locate account)                              | \$ 5.00   |
| (NSF or Closed Account)   | \$ 10.00  |
| (Customer Stop Payment)   | \$ 25.00  |
| Bank Bill Pay (per transaction)   | \$ 0.20   |
| Lock Box Service (per transaction)  | * \$ 0.48 |
| Integrated Remote Deposit (per transaction)                                       | * \$ 0.30 |
| 800 Operator Assisted Payment (per call)  | * \$ 1.95 |
| 800 IVR Assisted Payments (per call)  | * \$ 1.95 |
| XBP Deposit Account Withdrawals   |           |
| (6 free per month then \$3.25)  |           |
| 4. Monthly Support & Hosting  | \$ 0.015  |
| (\$0.015 per billing statement hosted. Minimum \$75.00)                           | Per bill  |
| 5. Monthly Account Keeping Fee  | \$ 19.00  |
| (Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account) |           |

*\* if service is activated*

**EXHIBIT B**  
**OPTIONAL EQUIPMENT LIST PRICE LIST**

**Card Swipes**

USB Magnetic Stripe Credit Card Reader	\$ 75.00
USB Keyboard with Integrated Magnetic Credit Card Swipe	\$ 99.00

**Printers**

Star Micronics 40 Column Thermal Printer (Tear Bar, Gray Color, USB Connection)	\$ 240.74
Star Micronics 40 Column Thermal Printer (Tear Bar, Black Color, USB Connection)	\$ 304.40
Star Micronics 40 Column Thermal Printer (Auto Cutter, Gray Color, USB Connection)	\$ 252.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Putty Color, USB Connection)	\$ 261.43
Star Micronics 40 Column Thermal Printer (Auto Cutter, White Color, USB Connection)	\$ 323.21
Star Micronics 40 Column Thermal Printer (Auto Cutter, Black Color, USB Connection)	\$ 322.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Grey Color, Ethernet Connection)	\$ 336.96

**Check Scanners**

Panini VisionX 50 Check Scanner	\$ 945.00
Panini VisionX 75 Check Scanner	\$ 1,145.00
Panini VisionX 100 Check Scanner	\$1,345.00

**Miscellaneous**

FMC Checkmate Check Jogger	\$ 249.00
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*\* Please note: prices subject to change at any time without further notice.*

**EXHIBIT C**  
**CUSTOMER ACCOUNT INFORMATION**

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: \_\_\_\_\_

Account Type: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

**EXHIBIT D**  
**ACCEPTABLE USE POLICY**

**Introduction**

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at [www.xpressbillpay.com/adminPolicy.asp](http://www.xpressbillpay.com/adminPolicy.asp).

**Purpose/Scope**

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

**Policy**

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

**1.1 Prohibited Actions**

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity

(including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this Policy generally, and also of this provision specifically.

## **1.2 Enforcement**

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

## **1.3 Client Duties**

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are

responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

#### **1.4 Client Password Policy**

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

#### **1.5 Reports and Complaints**

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.  
5252 N Edgewood Drive  
Provo, UT 84604  
800-768-7295  
[security@xpressbillpay.com](mailto:security@xpressbillpay.com)

#### **1.6 Digital Millennium Copyright Act**

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this Policy hereby and which may viewed at [www.xpressbillpay.com/copyright](http://www.xpressbillpay.com/copyright).

#### **1.7 Handling Charges**

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

## City of Susanville

BJ Hubbard  
66 N Lassen St, Susanville, CA 96130

Prepared By: Jared Swinford

Date: April 25, 2016

### Recurring Monthly Fees

<u>Qty</u>	<u>Description</u>	<u>Rate</u>
1	<b>Gateway Services Processing Fees</b>	
	Credit/Debit Card (per transaction)*	\$0.30
	EFT or eCheck Payment (per transaction)	\$0.40
	Online Banking Consolidation (per transaction)	\$0.20
	<i>*Merchant service fees from the card companies will be billed directly from the respective provider.</i>	
	<b>EFT Returned Items (if applicable):</b>	
	Invalid account or unable to locate account (per return)	\$5.00
	NSF, Account closed, or Account frozen (per return)	\$10.00
	Customer stop payment (per return)	\$25.00
1	<b>Support, Maintenance and Hosting Fee (per online customer bill)</b>	\$0.015
	Price includes: all end user and administration support via the Xpress Bill Pay toll-free 800 number, upgrades, hosting, and maintenance.	
	<i>NOTE: Monthly rate = Online customer bill count * \$0.015 per online bill, however the minimum per month charge if you have fewer than 5,000 online customer bills is \$75.00.</i>	
1	<b>Monthly Service Fee</b>	\$19.00
	<b>TOTAL:</b>	<b>Based upon activity</b>

# xpress BILL PAY

Page:	2 of 3
Quotation #: 2016042502JS	

## Setup Charges

<u>Qty</u>	<u>Description</u>	<u>Price</u>
1	<b>Initial Setup, Configuration, and Development</b> Price includes: Online Payment, Auto Pay, and Card Swipe Modules. You will have the ability to accept the following payments: credit/debit cards, electronic funds transfers (EFTs), and bank bill pays.	Included in Caselle quote
1	<b>On-site Training</b> Price includes: one 8 hour day of training. <i>NOTE: You shall reimburse roundtrip airfare and book hotel.</i> <i>Typically only one 8 hour day of training is necessary.</i>	Included in Caselle quote + airfare/hotel

**TOTAL:** Included in Caselle quote except for  
airfare/hotel.

## Additional Services Available

- Integrated Remote Deposit
- Lock Box
- 800 Interactive Voice Response (IVR) Phone Payment
- 800 Operator Assisted Phone Payment
- Online Utility Service Signup Form
- Online Business License Renewal Display/Payment
- Online Court Citation Display/Payment
- Online AR Statements Display/Payment
- Online Custom Payment Forms

## Additional Equipment Available

- Credit Card Swipe Terminals (per unit) \$75.00
- Receipt Printers
- Remote Deposit Scanners

*\*If you are interested in any of our additional services or equipment, please contact us for pricing.*



*Caselle*® Software & Services Proposal

# City of Susanville, CA

**April 28 2016**

(Valid for 90 days)

From:

Wade Walker, Territory Manager  
pww@caselle.com

*Caselle*<sup>®</sup> Software & Services Proposal  
 City of Susanville, CA  
 April 28, 2016

**Proposal Summary**

Total Software License	\$4,500
Total Training	500
<b>Total Investment</b>	<b>\$5,000</b>

Contract Support will increase by \$70 per month.

**Proposal Detail**

<i>Caselle</i> <sup>®</sup> Clarity Application Software	License Fees	Training	Total
Online/Electronic Payments	\$4,500	\$500	\$5,000
<b>Grand Total</b>	<b>\$4,500</b>	<b>\$500</b>	<b>\$5,000</b>

**Note:**

1. The training quoted above will take place at Caselle or online.
2. The monthly credit card and electronic payment transaction fees will be billed by Xpress Bill Pay.

**Online/Electronic Payments Setup**

- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
- Set up Utility Direct Pay.
- Set up Xpress Bill Pay, Caselle's authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.



iPay Technologies

801 N. Black Branch Rd  
Elizabethtown KY 42701  
Direct 270-737-0590  
Fax 866-489-9989



Merchant Account Retrieval System  
(MARS) Setup Form  
Xpress Bill Pay Master

Master Biller Contact Information

	Contact Information	Technical Contact
Contact Name	Paul Grincerl	Keith Jenkins
Telephone Number	800-768-7295 ext. 920	800-768-7295 ext. 913
Fax Number	800-768-7203	800-768-7203
E-mail address	pgrincerl@xpressbillpay.com	kljenkins@xpressbillpay.com
Payment Research Number	800-768-7295 ext. 1	

Organization Contact Information

Company Name and Alias'	City of Susanville, Susanville, Susanville CA, City of Susanville Water, City of Susanville Sewer, City of Susanville Water and Sewer, City of Susanville Utilities, Susanville Water, Susanville Sewer, Susanville Water and Sewer, Susanville Utilities, Susanville CA Water, Susanville CA Sewer, Susanville CA Water and Sewer, Susanville CA Utilities, Diamond Mountain Golf Course, Diamond Mountain, Diamond Mountain GC, DMGC, Emerson Lake Golf Course, EMLGC, Emerson Lake GC, Emerson Lake, Susanville Golf
Remit To Address	66 N Lassen St, Susanville, CA 96130
Other Address'	
Telephone Number	530-252-5109
Fax Number	530-257-4725
Contact Name	BJ Hubbard
E-mail address	bhubbard@cityofsusanville.org
Account Number Mask	1-22 Alphanumeric
Xpress Bill Pay ID	10451

Deposit Information

Financial Institution Name	Zions Bank	
Phone Number	800-768-7295	
Account Number to be Credited	979096252	
Routing Number (ABA)	124000054	
Type of Account	Checking <input checked="" type="checkbox"/>	Savings <input type="checkbox"/>

Signature Authorized Merchant Representative		
Name Authorized Merchant Representative		Date

iPay Administrative use only

The information transmitted here is confidential and/or privileged material and is intended only for the use of the person or entity named. If you have received this information in error, please notify the sender immediately.

MARS Team:

MID: \_\_\_\_\_

Rcv'd by \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Confidential and/or  
privileged information  
on this information  
the sender.



## Bill Payment Service - Electronic Payment Profile

### PAYEE AND BANK INFORMATION

	Payee Information	Payee Bank Information
Company Name	City of Susanville	Xpress Solutions, Inc.
File Setup Contact Name	Paul Grincer	
Telephone Number	(800)768-7295 ext. 920	
Fax Number	(800)768-0535	
E-mail Address	pgrincer@xpressbillpay.com	

### REMIT TO ADDRESS AND ACCOUNT INFORMATION

	Payee Information
Company Name	City of Susanville
Company Also Known As (list all known names, abbreviations, and aliases)	City of Susanville, Susanville, Susanville CA, City of Susanville Water, City of Susanville Sewer, City of Susanville Water and Sewer, City of Susanville Utilities, Susanville Water, Susanville Sewer, Susanville Water and Sewer, Susanville Utilities, Susanville CA Water, Susanville CA Sewer, Susanville CA Water and Sewer, Susanville CA Utilities, Diamond Mountain Golf Course, Diamond Mountain, Diamond Mountain GC, DMGC, Emerson Lake Golf Course, EMLGC, Emerson Lake GC, Emerson Lake, Susanville Golf
Primary Remit to Address(es)	66 N Lassen St, Susanville, CA 96130
Secondary Remit to Address(es)	
Account Number Length	1-22 Alphanumeric
Account Number Format (Edit Patterns)*	1. XXXXXXXXXXXXXXXXXXXXXXXX 2. _____ 3. _____ If you have additional edit patterns please list them on a separate sheet and return with this form*
Location of Special Codes (Front or Back of Edit Patterns)	

### CHECK DIGIT ROUTINE / ALGORITHM

Standard Mod 10: NA  
 Standard Rev Mod 10: NA

If you require a custom algorithm, please provide the calculation with this form or include in your file specifications.

### PAYMENT & FILE SUPPORT CONTACT INFORMATION

If Payment File is Encrypted Email Delivery Please list Group email address for file delivery (Must be Group Email box, no private accounts allowed, ie. Yahoo, Hotmail)	1. _____ 2. _____ 3. _____
Payment Research Customer Service Number	800-768-7295 ext. 1 or <a href="mailto:paymentresearch@xpressbillpay.com">paymentresearch@xpressbillpay.com</a>
Payment Research Contact Name/Number	Technical Support 800-768-7295 ext. 1
Escalation Customer Service Name/Number	Technical Support 800-768-7295 ext. 1
Technical File Support Name, Number/Email	Paul Grincer 800-768-7295 ext. 920
Who to notify when file s will be delayed	Paul Grincer 800-768-7295 ext. 920

## ELECTRONIC PAYMENT INFORMATION

### Required Bank Information for ACH-CIE Credits

Routing Transit Number: 124000054

Account Number: 979096237

Type of Account: DDA  SAV  OTHER  (check one)

## PAYMENT POSTING DETAIL

Payment File Pickup Time: 10:30 PM

Manual or Automated File Pickup? Automated

Are payments posted same day or next day from file pickup date? Same Day

What is the latest time you can receive Metavante payment file? \_\_\_\_\_

Can you receive multiple files per day? YES NO

If Yes, what times? \_\_\_\_\_

Can payments be posted on Saturday? YES NO

## OTHER INFORMATION

Please provide any payee-specific information or detail not captured elsewhere: **Xpress Bill Pay Customer ID # 10451**

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

Metavante Corporation  
Mail Code 1515W2  
4900 West Brown Deer Road  
Brown Deer, WI 53223-2422  
Fax: 414-291-8747  
Email: [payee.relationship.management@metavante.com](mailto:payee.relationship.management@metavante.com)

## FOR METAVANTE INTERNAL USE ONLY:

Date Form Received	
Received Via:	
Date Payee Contacted/Followed Up:	
Date Payee Setup:	
Payee ID	
Payee Relationship Manager:	
Other:	

**Xpress Bill Pay**  
**Schedule A Pricing Sheet**  
IPT – Version Date 04/2016

**1. Fees applied on every transaction:** MasterCard, Visa and Discover assess an Interchange Rate, Interchange Fee, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost.

Payment Brand Interchange	
MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
PIN Debit Network Fees (if accepted)	All standard PIN Debit Network Fees will be assessed
JCB (Japanese Credit Bureau) (if accepted)	3.20%

Payment Brand Assessments			Payment Brand Network Fees		
			Credit	Debit	
MasterCard	Credit transactions less than \$1000 and all Debit transactions	0.120%	MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	\$0.0195	\$0.0195
	Credit transactions greater than \$1000	0.140%			
Visa	Debit transactions	0.110%	Visa Processing Fee (APF) (Charged per Authorization & per Refund)	\$0.0195	\$0.0155
	Credit transactions	0.130%			
Discover		0.130%	Discover / JCB Data Usage Fee	\$0.0195	\$0.0195

Authorization / Transaction Fees	
MasterCard / Visa / Discover per authorization	\$0.15
MasterCard / Visa / Discover / PIN Discount Rate	0.25%
American Express per authorization	\$0.20
PIN Debit per transaction	\$0.15

**2. One Time and Periodic Fees**

One Time Fees <sup>1</sup>		Monthly Fees <sup>2</sup>		Annual Fees	
NetConnect Setup Fee	\$79.95	Monthly Service Fee	\$5.00	Annual Fee	Waived
Terminal Reprogram Fee	Waived	Visa Fixed Acquirer Network Fee <sup>3</sup>	Varies		
		Monthly Minimum Fee <sup>4</sup>	\$25.00		

1 – Please be sure you have enough funds in your bank account to have these fees electronically debited. These fees will be electronically debited from your bank account at the time of setup.  
 2 – Monthly service and minimum fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.  
 3 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.  
 4 – We will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than \$25.00. If your processing fees do not reach \$25.00, we will charge the difference. For example, if processing fees total \$17.00 we would charge an additional \$8.00 to meet the \$25.00 minimum.

**3. Per Incidence Fees**

3A. Per Incidence Fees: Charged every time your account incurs one of the below items		
Chargeback Fee	\$10.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	\$0.65	Charged when you call the Voice Authorization phone number to authorize a credit card
Batch Settlement Fee	Waived	Charged for each batch of transaction(s) submitted for settlement
ACH Return Fee	\$25.00	Charged when Chase Paymentech is unable to debit fees from your account

3B. Per Request Fees: Charged every time you request one of the below items		
Statement Fee (Email/ROL)	Waived	No charge if statements are sent to a valid email address or accessed by Merchant through Resource Online, as elected by Merchant on the Application.
Statement Fee (Mail)	\$5.00	Charged each month Paymentech mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)
Supplies	By order	Charges for supply orders vary based on the items ordered
Equipment Swap Fee	By order	Charged when you swap equipment with Chase Paymentech. Fees for swapping equipment vary based on the equipment manufacturer and model.

<b>Customer initials</b>	X_____	Please initial to acknowledge page 1 of the Schedule A pricing agreement (Please initial here for page 1 and sign Section 6 on page 2)
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#### 4. Payment Brand Fees – Per Incidence

These fees are billed by MasterCard, Visa and Discover and passed through to your account

MC Acquiring License Fee *	0.004%	Charged on MasterCard Gross Sales volume. See additional information under Payment Brand Charges in Section 5.
MC Digital Enablement / Card Not Present Fee	0.010%	Charged on MasterCard Card Not Present Gross Sales volume.
DI Network Authorization Fee	\$0.0025	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC Auth Access Fee – AVS Card Present	\$0.01	Charged by MasterCard when a merchant uses the Address Verification Service to validate a cardholder address
MC Auth Access Fee – AVS Card Not Present	\$0.01	
MC Auth Access Fee	\$0.005	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card Issuer is not available.
MC Card Validation Code 2 Fee	\$0.0025	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request
MC SecureCode Transaction Fee	\$0.03	Charged on MasterCard SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	\$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	\$0.03	
Visa Zero \$ Account Verification Fee	\$0.025	
MC Processing Integrity Fee	\$0.055	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner
Visa Misuse of Authorization Fee	\$0.048	
Visa Zero Floor Limit Fee	\$0.10	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee	\$0.10	Applies to Visa Debit & Prepaid transactions that do not meet qualification criteria for Custom Payment Service (CPS) categories
MC Cross Border Assessment Fee	0.60%	Charged by MasterCard, Visa and Discover on foreign bank issued cards
Visa International Service Assessment Fee	0.80%	
Discover International Service Fee	0.80%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards
Visa Interregional Acquiring Fee	0.45%	
Discover / JCB International Processing Fee	0.50%	

#### 5. Payment Brand Charges & Termination Fees

##### Payment Brand Charges

Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands.

These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

Please note that Chase Paymentech may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Charges. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Charges at any time in the future, upon notice to you. No such Payment Brand Charges will be imposed retroactively.

\* MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Chase Paymentech MasterCard-accepting merchants, a rate of 0.004% will be applied to all of your MasterCard gross sales transactions.

##### Amount due upon Termination

Chase Paymentech does not charge a fee for closing your merchant account; however, we may request that you reimburse us for the value of any promotional consideration provided to you, as further outlined in Section 10.2 of the Agreement.

#### 6. Legal Name & Authorized Signature

Legal Name must be the same as on the Merchant Application Section 1 (Legal Information)

City of Susanville, CA

\_\_\_\_\_  
Legal Name of Business

Authorized Representative Signature: Must appear on Merchant Application Section 11

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Please ensure you have initialed Page 1



### 3. Ownership Information (continued)

<b>B</b>		Percentage of Ownership: %	Social Security #
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)		Date of Birth	
City	State	Zip Code	Telephone #
<b>C</b> Name of Authorized Representative		Title	

### 4. Funding and Bank Account Information for Additional Location

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for personal, family or household purposes. In accordance with the terms of the Agreement, Chase Paymentech may:

- deposit into this account amounts owed to Merchant by Chase Paymentech, such as proceeds from Merchant's Payment Card Transactions
- debit this account for amounts Merchant owes to Chase Paymentech associated with its Merchant account, such as fees for processing Merchant's Payment Card Transactions
- debit this account for any negative amounts presented, such as refunds, returns or Chargebacks

Name of Financial Institution	Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.		
Routing Number (always consists of 9 digits)	Account Number (number of digits will vary)		
The image below shows where to find your Routing and Account Numbers. Do not use the internal routing number that begins with a 5.			

### 5. American Express®

**A** If your American Express annual processing volume is greater than \$500,000.00, please review and complete this Section A only.

- ➔ If you know your American Express SE #, please provide it here:
- ➔ If you do not know your American Express SE #, or you would like to apply for one, please contact American Express directly at (855) 894 - 6570.

**B** If your American Express annual processing volume is, or is expected to be, \$500,000.00 or less, and you would like Chase Paymentech to request an American Express SE # on your behalf, please complete and review the information under "Information about American Express Rates and Fees" and sign the American Express Authorization.

#### Information about American Express rates and fees.

Estimated Annual Sales Volume for American Express	\$		
American Express Discount Rate*	%	American Express Prepaid Discount Rate+	%
*Discount Rate. Based on Merchant's MCC, an additional per transaction fee of no more than \$0.15 may be assessed. For Merchants with a Retail, Restaurant or Travel Agency MCC, an additional 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present charge occurs.		+Prepaid Discount Rate. Based on Merchant's MCC, an additional per transaction fee of no more than \$0.30 may be assessed. Fast Food Restaurants, Independent Gas Stations, Mail Order & Internet, Restaurant and Supermarket MCCs will be assessed a Prepaid/Gift Card rate + Transaction Fee of [2.15% + \$0.05], [1.30% + \$0.12], [2.25% + \$0.20], [2.15% + \$0.05] and [0.45% + \$0.20], respectively, in lieu of the 1.95% + variable discount rate described above.	

## 5. American Express® (continued)

All American Express fees are set by American Express and are subject to change by American Express. The fees set forth herein are only quotes, based upon the then-current American Express pricing guidelines, which may be modified from time to time.

If Merchant operates an internet/physical delivery, mail order/telephone order, or home-based business, Merchant will not be charged the American Express Discount Rate. Instead, Merchant will be charged a flat monthly fee of \$7.95. If Merchant is charged a flat monthly fee, for any reason, that fee will continue until Merchant's American Express volume exceeds \$4,999 in a 12-month period. At such time American Express will begin charging Merchant the applicable industry-specific American Express Discount Rate.

Except for Education merchants within MCC 7032, 8211, 8220 and 8351, an Inbound fee of 0.40% will be applied to any charge made using an American Express Card, including a Prepaid Card, issued by an issuer located outside of the United States.

### American Express Authorization

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("American Express Agreement"), and that all information provided herein is true, complete and accurate. I authorize Paymentech and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct Chase Paymentech and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express Services.

I understand that upon American Express' approval of the application, the entity will be provided with the American Express Agreement and materials welcoming it either to American Express' program for Chase Paymentech to perform services for American Express or to American Express' standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Chase Paymentech servicing program that the entity may be enrolled in American Express' standard Card acceptance program, and the entity may terminate the American Express Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the American Express Agreement.

X	n/a	n/a	n/a	n/a
	Signature	Print Name	Title	Date

## 6. Authorized Representative

This Additional Location Setup Form is attached to and forms a part of the Agreement between Paymentech, Member and Merchant, as may be amended from time to time.

### I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

### Furthermore, by signing below I authorize Chase Paymentech, Member, or their designees to:

- investigate and verify personal credit and financial information about me; and
- obtain and use consumer credit reports on me from time to time in connection with establishing Merchant's account and maintaining the Agreement.

### By submitting this Add Location Setup Form, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Add Location Setup Form on behalf of Merchant is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within the Add Location Setup Form as well as any information submitted in conjunction with the Add Location Setup Form is true, complete, and not misleading;
- represents and warrants that it owns the bank account provided in Section 4

Authorized Representative: Signer's name must appear in Section 3

X	_____	_____	_____
	Signature	Print Name	Date

Authorized Representative: Signer's name must appear in Section 3

X	_____	_____	_____
	Signature	Print Name	Date



# Merchant Application and Agreement

Please print clearly. If you make any corrections to your information in the Application, you MUST initial each change.

<b>THIS SECTION IS FOR INTERNAL USE ONLY</b>		<b>Rev. NAPSTAND 11/2015</b>
Application ID: 9364987		Sales Rep: Randy Moore
Rep Fax: (855) 873-2327		Rep Phone: (214)849-3126

## 1. Merchant Business (Federal regulations require us to collect and retain information verifying a merchant's identity.)

### A "Doing Business As" (DBA) Information

Merchant DBA Name City of Susanville, CA			Date Business Started (MM/YYYY) 08 / 1900
Address (No PO Box or Paid Mail Box) 66 N Lassen St			Telephone # (530) 252-5109
City Susanville	State CA	Zip Code 96130	Fax # (530) 257-4725
Name of Primary Contact Bj Hubbard		Merchant DBA Email Address bhubbard@cityofsusanville.org	

### B Legal Information (If you are an Individual/Sole Proprietor, fill in this section with your personal information)

Merchant Legal Name City of Susanville, CA	State of Formation CA	Federal Tax ID/EIN (sole prop use SSN)
Business Type <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Private Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Public Corporation <input checked="" type="checkbox"/> Government Agency <input type="checkbox"/> Non-Profit		

### Complete this section if different from DBA Information.

Address (No PO Box or Paid Mail Box) 66 N Lassen St			Telephone # (530) 252-5109
City Susanville	State CA	Zip Code 96130	Fax # (530) 257-4725
Legal Email Address bhubbard@cityofsusanville.org			

### C Taxpayer Information (For help, please consult the Instructions for IRS Form W-9, which are available upon request or online at www.irs.gov)

Taxpayer Name (as shown on Merchant's income tax return) City of Susanville, CA			Federal Tax ID/EIN (sole prop use SSN)
Business Name / disregarded entity name, if different from above City of Susanville, CA			
Federal tax classification <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) <input checked="" type="checkbox"/> Other Government Entity			Exemptions (if any): Exempt payee code Exemption from FATCA reporting code
Address 66 N Lassen			Requester's name and address Paymentech, LLC 14221 Dallas Parkway Dallas, Texas 75254
City Susanville	State CA	Zip Code 96130	

(Application continues on next page)

**2. Merchant Profile**

Is your business home-based? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes" above, where is the inventory located? <hr/> What merchandise do you sell or services do you provide? Utilities payments <hr/> Is your business seasonal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	What is your business industry type? Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Auto Rental <input type="checkbox"/> Cash Advance <input type="checkbox"/> Convenience Store/Gas <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Internet - list all websites on which you accept payments and provide a customer service email address: www.cityofsusanville.net www. Customer Service Email Address: bhubbard@cityofsusanville.org
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**3. Reporting, Statements, Chargeback Requests, and Retrieval Requests**

<b>Reporting and Statements</b> – you may access transaction history and monthly statements online via Resource Online, or have your monthly statements emailed to you. <input checked="" type="checkbox"/> <b>Resource Online.</b> Set up a Resource Online account and use the following email address as the user login: bhubbard@cityofsusanville.org <input checked="" type="checkbox"/> <b>Email Statements to the:</b> <input checked="" type="checkbox"/> Legal email address <input type="checkbox"/> DBA email address	<b>Chargeback and Retrieval Requests</b> Mail Chargeback and Retrieval Requests to <input checked="" type="checkbox"/> Legal address <input type="checkbox"/> DBA address
--	--

**4. Sales Information**

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions? <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: right;">0 %</td> <td>Via mail or phone order</td> </tr> <tr> <td style="text-align: right;">100 %</td> <td>Payments accepted on your website</td> </tr> <tr> <td style="text-align: right;">0 %</td> <td>Card is swiped</td> </tr> <tr> <td style="text-align: right;">0 %</td> <td>Card is present but keyed</td> </tr> <tr> <td style="text-align: right;"><b>100 %</b></td> <td><b>Total</b></td> </tr> </table>	0 %	Via mail or phone order	100 %	Payments accepted on your website	0 %	Card is swiped	0 %	Card is present but keyed	<b>100 %</b>	<b>Total</b>	Do you ever charge a Customer on a recurring basis? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes" above, how often will you charge? <input type="checkbox"/> 30 Days <input type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> Annually <input type="checkbox"/> Other: <hr/> If Customers are required to pay a deposit, what % of total sale?    %
0 %	Via mail or phone order										
100 %	Payments accepted on your website										
0 %	Card is swiped										
0 %	Card is present but keyed										
<b>100 %</b>	<b>Total</b>										

**5. Ownership Information**

**If your business is privately owned by one or more individuals (e.g. LLC, Sole Prop, Partnership, or Private Corporation),**  
 ➔ Complete sections A and B for the owners with the greatest % of ownership.  
 ➔ All owners listed below must sign the Application and Agreement in Section 11 and 12.

**If your business is a non-profit organization, publicly owned corporation, or government entity,**  
 ➔ Complete section C only  
**If a Entity/Parent Company owns your business,**  
 ➔ Enter name and address of the legal entity(ies) in section A or A and B  
 ➔ Complete Section C.  
 ➔ Substitute the parent company's Federal Tax ID for the SSN #.

<b>A</b> Name of Individual/Sole Proprietor or Entity/Parent Company	Percentage of Ownership:    %	SSN/Federal Tax ID	
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)			Date of Birth
City	State	Zip Code	Telephone #
Previous Address (Provide if at current/listed address less than a year) Please provide full address... Street Address, City, State, Zip			
<b>B</b> Name of Individual/Sole Proprietor or Entity/Parent Company	Percentage of Ownership:    %	SSN/Federal Tax ID	
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)			Date of Birth
City	State	Zip Code	Telephone #
Previous Address (Provide if at current/listed address less than a year) Please provide full address... Street Address, City, State, Zip			

If you make any corrections to the Application, you MUST initial each change.

<b>C</b> Name of Authorized Representative		Title
Street Address (Please provide residential address) No PO Box or paid mailbox 66 N Lassen		
City Susanville	State CA	Zip Code 96130

Do you have any additional owners (individuals or entities) not listed above that have 10% or greater ownership, either directly or indirectly?  
 Yes Owner/Officer Addendum required (Sales Representative will provide)     No

Note: If an Entity/Parent Company is listed above in section 5 that has 10% or greater ownership of the applicant, please identify any owners (Individuals and/or Entities) of that Entity/Parent Company that ultimately have 10% or greater ownership in the applicant on the Additional Owner/Officer Addendum (Sales Representative will provide)

Is there anyone not listed above who has authority to make financial decisions or control company policy on behalf of your business?  
 Yes Owner/Officer Addendum required (Sales Representative will provide)     No

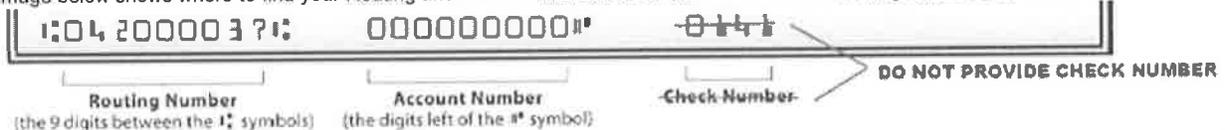
### 6. Funding and Account Information

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for personal, family or household purposes. In accordance with the terms of the Agreement, Chase Paymentech may:

- deposit into this account amounts owed to Merchant by Chase Paymentech, such as proceeds from Merchant's Payment Card Transactions
- debit this account for amounts Merchant owes to Chase Paymentech associated with its Merchant account, such as fees for processing Merchant's Payment Card Transactions
- debit this account for any negative amounts presented, such as refunds, returns or Chargebacks

Merchant's Bank Account	
Name of Financial Institution	Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.
Routing Number (always consists of 9 digits)	Account Number (number of digits will vary)

The image below shows where to find your Routing and Account Numbers. Do not use the internal routing number that begins with a 5.



### 7. Payment and Processing Information

If you have previously accepted payment cards, please include your three (3) most recent monthly processing statements.

Please check all payment methods you wish to accept:  <input checked="" type="checkbox"/> Visa <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> Discover/JCB <input type="checkbox"/> American Express <input type="checkbox"/> Voyager <input type="checkbox"/> Wright Express <input type="checkbox"/> PIN Debit	Estimated Annual Visa/MC/Discover Sales Volume	\$ 1,000,000
	Estimated Annual PIN Debit Sales Volume	\$
	Estimated Average Ticket Amount (for all card types)	\$ 250
	Highest Transaction Amount	\$
Current Payment Processor:		

### 8. American Express®

<b>A</b>	<b>If your American Express annual processing volume is greater than \$500,000.00</b> , please review and complete this Section A only.
	➔ If you know your American Express SE #, please provide it here: ➔ If you do not know your American Express SE #, or you would like to apply for one, please contact American Express directly at (855) 894 - 6570.
<b>B</b>	<b>If your American Express annual processing volume is, or is expected to be, \$500,000.00 or less</b> , and you would like Chase Paymentech to request an American Express SE # on your behalf, please complete and review the information under "Information about American Express Rates and Fees" and sign the American Express Authorization.

(Application continues on next page)

**Information about American Express rates and fees.**

Estimated Annual Sales Volume for American Express	\$
--	----

American Express Discount Rate*	%	American Express Prepaid Discount Rate+	%
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\***Discount Rate.** Based on Merchant's MCC, an additional per transaction fee of no more than \$0.15 may be assessed. For Merchants with a Retail, Restaurant or Travel Agency MCC, an additional 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present charge occurs.

+**Prepaid Discount Rate.** Based on Merchant's MCC, an additional per transaction fee of no more than \$0.30 may be assessed. Fast Food Restaurants, Independent Gas Stations, Mail Order & Internet, Restaurant and Supermarket MCCs will be assessed a Prepaid/Gift Card rate + Transaction Fee of [2.15% + \$0.05], [1.30% + \$0.12], [2.25% + \$0.20], [2.15% + \$0.05] and [0.45% + \$0.20], respectively, in lieu of the 1.95% + variable discount rate described above.

All American Express fees are set by American Express and are subject to change by American Express. The fees set forth herein are only quotes, based upon the then-current American Express pricing guidelines, which may be modified from time to time.

If Merchant operates an internet/physical delivery, mail order/telephone order, or home-based business, Merchant will not be charged the American Express Discount Rate. Instead, Merchant will be charged a flat monthly fee of \$7.95. If Merchant is charged a flat monthly fee, for any reason, that fee will continue until Merchant's American Express volume exceeds \$4,999 in a 12-month period. At such time American Express will begin charging Merchant the applicable industry-specific American Express Discount Rate.

Except for Education merchants within MCC 7032, 8211, 8220 and 8351, an Inbound fee of 0.40% will be applied to any charge made using an American Express Card, including a Prepaid Card, issued by an issuer located outside of the United States.

**American Express Authorization**

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("American Express Agreement"), and that all information provided herein is true, complete and accurate. I authorize Paymentech and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct Chase Paymentech and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express Services.

I understand that upon American Express' approval of the application, the entity will be provided with the American Express Agreement and materials welcoming it either to American Express' program for Chase Paymentech to perform services for American Express or to American Express' standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Chase Paymentech servicing program that the entity may be enrolled in American Express' standard Card acceptance program, and the entity may terminate the American Express Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the American Express Agreement.

<input checked="" type="checkbox"/> n/a	n/a	n/a	n/a
Signature	Print Name	Title	Date

**9. Site Visit**

If your business is selected for a site visit, Chase Paymentech, or a third party representing Chase Paymentech, will contact you at the number provided. You **MUST** assist with the site visit and Chase Paymentech **MUST** approve the results of the site visit.

The site visit includes, but is not limited to,

- an interview with you regarding the nature of your business, and
- photographs of your business operation.

If the site visit is not completed or the results of the site visit are not approved, Chase Paymentech may,

- decline your application for a merchant account
- withhold your funds, or
- terminate your Agreement with Chase Paymentech and close your Merchant account.

To help expedite the process, we **require** the following information:

Best phone # to contact you: dba	Preferred language: <input checked="" type="checkbox"/> English <input type="checkbox"/> Spanish
Best time to reach you: mornings	<input type="checkbox"/> Other:

**10. IRS Certification**

**Under penalty of perjury, I certify that:**

1. The number shown on this form (Section 1C) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest in dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions**

You must cross out and initial #2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. IRS Form W-9 instructions are available upon request.

**11. Authorized Representative(s)**

The first five pages of this document are the Merchant's Application to establish a Merchant account with Paymentech, LLC ("Chase Paymentech") and JPMorgan Chase Bank, N.A. ("Member"). Once submitted, the Application belongs to Chase Paymentech and Member. Any application or set up fee paid by Merchant is non-refundable. The Application is subject to approval by Chase Paymentech and Member. If the Application is approved, Chase Paymentech will establish one or more Merchant account(s). All Merchant accounts will be governed by the entire Agreement, which includes: the Application, the Terms and Conditions, Schedule A (pricing), and any amendments, supplements or modifications provided to you.

**I, the undersigned, certify:**

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

**Furthermore, by signing below I authorize Chase Paymentech, Member, or their designees to:**

- investigate and verify personal credit and financial information about me; and
- obtain and use consumer credit reports on me from time to time in connection with establishing Merchant's account and maintaining the Agreement.

**By submitting this Application and Agreement, Merchant, through the undersigned Authorized Representative:**

- represents and warrants that the person submitting this Application is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within the Application as well as any information submitted in conjunction with the Application is true, complete, and not misleading;
- represents and warrants that it owns the bank account provided in Section 6 and the account is being maintained solely for business purposes and not for personal, family or household purposes;
- represents and warrants that it has received a complete copy of the Agreement, including the Terms and Conditions for Merchant Agreement and Schedule A and agrees to be legally bound by the Agreement;
- understands that any unilateral changes to the pre-printed text of any part of the Agreement may result in Chase Paymentech declining Merchant's Application or terminating the Agreement
- agrees that Chase Paymentech, Member, or their designees, may:
  - investigate and verify the credit and financial information of Merchant; and
  - obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit, financial information about Merchant and Chase Paymentech.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. (See Section 10 above).**

Owner / Authorized Representative: Signer's name must appear in Section 5

X \_\_\_\_\_  
 Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Owner / Authorized Representative: Signer's name must appear in Section 5

X \_\_\_\_\_  
 Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**12. Individual Guarantor(s)**

The person(s) acting as individual guarantor(s) must have an ownership interest in Merchant and must be listed in Section 5 of this Application. As an individual(s) who agrees to be personally responsible for Merchant's account with Chase Paymentech (a "Guarantor"), I

- certify I have received and reviewed a complete copy of the Agreement, including the Application, Terms and Conditions, and Schedule A
- certify I have read the Agreement, including, without limitation, the "Personal Guaranty" section at the end of the Terms and Conditions
- agree to be bound as a Guarantor of the Merchant's obligations under the Agreement in accordance with the "Personal Guaranty" section of the Terms and Conditions
- certify that I have an ownership interest in Merchant
- agree that Chase Paymentech, Member, or their designees, may investigate and verify the credit and financial information about me and may obtain consumer credit reports on me from time to time
- agree that Chase Paymentech, Member, or their designees, may use such consumer credit reports in connection with establishing and maintaining the Merchant's account and Agreement
- agree that all business references, including financial institutions, may share my credit and financial information with Chase Paymentech

Guarantor:

X \_\_\_\_\_  
 Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Guarantor:

X \_\_\_\_\_  
 Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**If any of the information provided in this Merchant Application and Agreement changes, you must promptly notify Chase Paymentech of such change(s).**

Internal Use Only: Approved by Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A.

\_\_\_\_\_  
 Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS

The Terms and Conditions together with the Application, pricing Schedules A and A-1 (if applicable), and any other documents referenced herein form the legal agreement between you ("Merchant"), Paymentech, LLC ("Chase Paymentech"), and JPMorgan Chase Bank, N.A. ("Member") for processing your Payment Card Transactions. Chase Paymentech has agreed to acquire and process your Payment Card Transactions as well as pay you the amount of each Payment Card Transaction subject to the terms of this Agreement. You agree to pay us for the Services performed and to comply with the Payment Brand Rules, Security Standards, operating procedures and all applicable laws, as further described in this Agreement.

### 1. MERCHANT'S ACCEPTANCE OF PAYMENT CARDS.

#### 1.1 Exclusivity.

During the term of this Agreement, Merchant *shall*:

- (a) use *exclusively* Chase Paymentech for the Services; and
- (b) submit all Transaction Data to Chase Paymentech in compliance with all specified formats and procedures.

#### 1.2 Payment Card Acceptance Policies and Prohibitions.

**Merchant shall:**

- (a) notify Chase Paymentech, on its Application or otherwise in writing, of all of Merchant's Payment Card acceptance methods (e.g. card-present, card-not-present, recurring transactions, etc.);
- (b) accept all categories of Visa and MasterCard Payment Cards, unless Merchant has notified Chase Paymentech on its Application or otherwise in writing of Merchant's election to accept one of the following "limited acceptance" options:
  - i. Visa and MasterCard *consumer credit (but not debit) cards* and Visa and MasterCard *commercial credit and debit cards only*; or
  - ii. Visa and MasterCard *debit cards only*;
- (c) honor all foreign bank-issued Visa or MasterCard Payment Cards;
- (d) publicly display appropriate signage to indicate all Payment Cards accepted by Merchant, including any limited acceptance categories;
- (e) examine each Payment Card (credit, debit, etc.) presented at the point of sale to ensure the Payment Card is valid, has not expired and that the Customer's signature on the Transaction Receipt corresponds to the authorized signature on the back of the Payment Card;
- (f) in situations where the Payment Card is not physically presented to Merchant at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer;
- (g) provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to Payment Brand Rules; and
- (h) prominently and clearly inform Customers of its identity so that the Customer can distinguish Merchant.

**Except to the extent permitted by law or the Payment Brand Rules, Merchant shall not:**

- (i) set a dollar amount above or below which Merchant refuses to honor otherwise valid Payment Cards;
- (j) issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Payment Card;
- (k) request or use a Payment Card account number for any purpose other than to process a payment for goods or services sold; or
- (l) add any tax or surcharge to a Transaction; if any tax or surcharge amount is imposed, Merchant must have notified Paymentech and the Payment Brands at least thirty days before, such amount must be included in the Transaction amount, shall not be collected separately, and Merchant's surcharging practices must comply with applicable laws and Payment Brand Rules.

**Merchant shall not:**

- (m) require a Customer to complete a postcard or similar device that includes Payment Instrument Information in plain view when mailed;
- (n) require the Customer to pay the fees payable by Merchant under this Agreement;
- (o) split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs; and
- (p) accept Payment Cards for the purchase of scrip, as defined by the Payment Brand Rules.

**Merchant may:**

- (q) request or encourage a Customer to use a Payment Card other than the Payment Card initially presented by the Customer, unless prohibited by the Payment Brand Rules or applicable law

#### 1.3 Payment Brand Rules.

**Merchant agrees to comply with:**

- (a) all applicable Payment Brand Rules in effect from time to time; and
- (b) such other procedures as Chase Paymentech may from time to time prescribe for the creation or transmission of Transaction Data.

#### 1.4 Requirements for Certain Transactions.

**Merchant represents and warrants that each Transaction:**

- (a) represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which Merchant has the legal right to sell and which is provided by Merchant in the ordinary course of its business, as represented in its Application;
- (b) is not submitted on behalf of a third party;
- (c) represents a current obligation of the Customer solely for the amount of the Transaction;
- (d) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- (e) represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
- (f) is free from any material alteration not authorized by the Customer;

- (g) or the amount thereof, is not subject to any dispute, setoff, or counterclaim;
- (h) if such Transaction represents a credit to a Customer's Payment Card, is a Refund for a Transaction previously submitted to Chase Paymentech; and
- (i) complies with the terms of this Agreement, applicable laws and all applicable Payment Brand Rules.

**Furthermore, Merchant represents and warrants that Merchant has not**

- (j) disbursed or advanced any cash to the Customer (except as authorized by the Payment Brand Rules) for itself or to any of its representatives, agents, or employees in connection with the Transaction;
- (k) accepted payment for effecting credits to a Customer or a Customer's Payment Card;
- (l) made any representation or agreement for the issuance of Refunds except as stated in Merchant's Refund Policy;
- (m) been provided with any information that would lead Merchant to believe that the enforceability or collectibility of the Transaction is in any manner impaired; and
- (n) submitted any Transaction that Merchant knows or should have known to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules.

**For Transactions stemming from recurring billing, installment plans, deferred payment plans, or prepayment plans, Merchant shall:**

- (o) obtain permission from Chase Paymentech prior to submitting such Transactions for processing under this Agreement;
- (p) for approved prepayments, advise the Customer:
  - i. that payment is being made in advance of the shipment or provision of goods or services; and
  - ii. the time when shipment or provision of the goods or services is expected;
- (q) obtain the Customer's consent to periodically charge the Customer's Payment Card on a recurring or periodic basis for the goods or services purchased, and:
  - i. retain this permission for the duration of the recurring services and provide it upon request to Chase Paymentech or the issuing bank of the Customer's Payment Card; and
  - ii. retain written documentation specifying the frequency of the recurring charge and the duration of time during which such charges may be made;
- (r) prepare and submit for processing separate Transaction Data for each recurring, installment, or deferred payment only on the dates the Customer agreed to be charged and include in the Transaction Data the electronic indicator that the Transaction is a recurring one; and
- (s) not submit such Transactions after receiving:
  - i. a cancellation notice from the Customer; or
  - ii. notice from Chase Paymentech or any Payment Brand (via authorization code or otherwise) that the Payment Card is not to be honored.

**2. AUTHORIZATIONS.** Merchant is required to obtain an authorization code through Chase Paymentech for each Transaction. Chase Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant unless it includes a proper authorization. If required by the Payment Brand Rules, each authorization request must include the Payment Card's expiration date.

**Merchant acknowledges:**

- (a) that authorization of a Transaction indicates only that the Payment Card contains a valid account number and has an available balance sufficient for the amount of the Transaction; and
- (b) that authorization of a Transaction does not constitute a representation from Chase Paymentech, a Payment Brand, or a card issuing bank that a particular Transaction is, in fact, valid or undisputed by the actual Customer.

**3. REFUND AND ADJUSTMENT POLICIES AND PROCEDURES; PRIVACY POLICIES.**

**3.1 Refund Policy.** Chase Paymentech reserves the right to refuse to process any Transaction made subject to a Refund Policy of which Chase Paymentech has not been notified in advance.

**Merchant shall:**

- (a) maintain a Refund Policy (e.g. "NO REFUNDS", "REFUNDS WITH ORIGINAL RECEIPT WITHIN 30 DAYS OF ORIGINAL SALE") in accordance with the Payment Brand Rules;
- (b) disclose all Refund Policies to Chase Paymentech and to Merchant's Customers; and
- (c) submit to Chase Paymentech, in writing, any material change in Merchant's Refund Policy not less than 14 days prior to the effective date of such change.

**3.2 Procedure for Refund Transactions.**

**If Merchant allows a Refund, Merchant shall:**

- (a) prepare and deliver to Chase Paymentech Transaction Data reflecting any such Refund within three (3) days of approving the Customer's request for such Refund;
- (b) not permit the amount of a Refund to exceed the amount shown as the total on the original Transaction Receipt except by the exact amount required to reimburse the Customer for shipping charges that the Customer paid to return merchandise;
- (c) not accept any payment from a Customer as consideration for issuing a Refund; and
- (d) not give cash (or cash equivalent) refunds to a Customer in connection with a Transaction, unless required by law or permitted by the Payment Brand Rules.

**3.3 Customer Data Protection Policies for Ecommerce Merchants.**

If Merchant operates an electronic commerce website through which Transactions are generated, in addition to any requirements otherwise set forth in this Agreement, Merchant shall:

- (a) display the following on each electronic commerce website:
  - i. Merchant's name and the name that will appear on the Customer's Payment Card statement
  - ii. its Customer data privacy policy;
  - iii. a description of its security capabilities and policy for transmission of Payment Instrument Information; and
  - iv. the address of Merchant's fixed place of business (regardless of website or server locations); and
- (b) offer its Customers a data protection method such as 3-D Secure or Secure Sockets Layer (SSL).

#### 4. SETTLEMENT.

**4.1 Submitting Transaction Data.** If Merchant fails to send Transaction Data to Chase Paymentech within one (1) business day after the day of the Transaction, higher interchange fees, additional costs, and increased Chargebacks could occur. Chase Paymentech may from time to time contact Customers to verify that they have received goods or services for which Transactions have been submitted. Chase Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant if Chase Paymentech believes that the Transaction amount cannot be collected from the Customer or was prepared in violation of any provision of this Agreement, applicable law, or the Payment Brand Rules.

**4.2 Merchant's Settlement Account.** In order to receive funds from Chase Paymentech, Merchant must designate (via the Application or otherwise) and maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House system or the Federal Reserve wire system. All such designated bank accounts are collectively referred to herein as "Settlement Account". Merchant's Settlement Account must be established and maintained solely for business purposes and shall not be used for personal, family or household purposes. Chase Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including, without limitation, delays or errors by the Payment Brands or Merchant's bank.

**During the term of this Agreement, and thereafter until Chase Paymentech notifies Merchant that all amounts due from Merchant under this Agreement have been paid in full, Merchant:**

- (a) **shall not** close its Settlement Account without giving Chase Paymentech at least five (5) days' prior written notice and substituting another Settlement Account;
- (b) is solely liable for all fees, costs, and overdrafts associated with the Settlement Account; and
- (c) authorizes Chase Paymentech, or its authorized agent(s) to initiate electronic credit and debit entries and adjustments to the Settlement Account, or any other bank account designated by Merchant in writing, at any time without regard to the source of any monies in the Settlement Account.

**4.3 Conveyed Transactions.** Conveyed Transactions are Transactions that Merchant submits to Chase Paymentech, but which are then conveyed to one or more third parties or Payment Brands for settlement and funding directly by them to Merchant (e.g. American Express Transactions). For Conveyed Transactions Merchant must have a valid agreement in effect with the applicable third party or Payment Brand. Payment of proceeds due Merchant for Conveyed Transactions will be governed by such agreement, and Chase Paymentech does not bear any responsibility or liability for performing or failing to perform any term, condition, or covenant under Merchant's agreement with any third party concerning Conveyed Transactions, including, without limitation, the funding and settlement of Merchant's Conveyed Transactions. If Merchant submits Conveyed Transactions to Chase Paymentech and Merchant does not have a valid agreement with the applicable third party or Payment Brand, Chase Paymentech may, but is not obligated to, convey such Transaction Data to the applicable third party or Payment Brand and to share with them information about Merchant (from the Application or otherwise) as may be required to approve Merchant's acceptance of the Conveyed Transaction.

**4.4 Funding Merchant for Settled Transactions.** Subject to Section 4.3, for all Transactions, Chase Paymentech will submit Merchant's Transaction Data to the applicable Payment Brand. Promptly after Chase Paymentech receives funds for Settled Transactions from the Payment Brands, Chase Paymentech will provisionally fund Merchant's Settlement Account.

The dollar amount payable to Merchant for Settled Transactions will be equal to the amount submitted by Merchant in connection with its sale Transactions **minus** the sum of the following:

- (a) all fees, charges, and other amounts described on Schedule A or that Merchant has otherwise agreed to pay;
- (b) all Refund Transactions and Chargebacks;
- (c) all Reserve Account amounts (as defined in Section 4.6); and
- (d) all fees, charges, fines, assessments, penalties, or other liabilities (and all related costs and expenses incurred by Chase Paymentech) that may be imposed on Chase Paymentech or Member from time to time by the Payment Brands.

In the event Chase Paymentech does not deduct amounts owed by Merchant from Merchant's proceeds when such amounts are due and payable, Merchant agrees to pay all such amounts to Chase Paymentech immediately without any deduction or offset. Chase Paymentech may debit Merchant's Settlement Account for any such amounts.

**4.5 Negative Amounts.** Merchant shall maintain sufficient funds in the Settlement Account to prevent the occurrence of a negative balance. In the event that the proceeds from Merchant's Settled Transactions or the balance of Merchant's Settlement Account are not sufficient to pay amounts due from Merchant under this Agreement, Chase Paymentech may, in addition to any other rights and remedies under this Agreement, pursue any one or more of the following:

- (a) demand and receive immediate payment for such amounts;
- (b) debit the Settlement Account for the amount of the negative balance;
- (c) apply funds held in the Reserve Account against the negative amount; or
- (d) withhold all or some of Merchant's Settlement funds and apply them against the negative amount.

**4.6 Reserve Account.** To protect itself against Anticipated Risks arising out of or relating to Merchant's acceptance of Payment Instruments, Chase Paymentech may, from time to time, temporarily suspend or delay payment to Merchant of amounts due under this Agreement, or designate an amount of funds that Paymentech must maintain, and establish an account with such funds (the "Reserve Account").

**Anticipated Risks include, but are not limited to, risks associated with:**

- (a) a material breach of the Agreement by Merchant;
- (b) providing Services to Merchant in light of Merchant's financial condition or payment history with creditors;
- (c) Chargebacks;
- (d) Refunds;
- (e) unshipped goods or unfulfilled services;
- (f) fines, fees, or penalties assessed or reasonably anticipated to be assessed against Chase Paymentech or Member by any of the Payment Brands arising out of or relating to Merchant's:
  - i. acceptance of Payment Cards;
  - ii. acts or omissions;
  - iii. Chargebacks; or
  - iv. failure to comply with the Payment Brand Rules or Security Standards
- (g) Merchant's failure to respond to an inquiry, or request for information, from Paymentech, Member or the Payment Brands;
- (h) objections or concerns expressed by a Payment Brand that makes it unduly burdensome, impractical or risky to continue processing Merchant's Transactions; and
- (i) all anticipated trailing activity arising from Merchant's Transactions after termination of this Agreement.

**The Reserve Account:**

- (j) shall contain sufficient funds to cover:
  - i. any unbilled processing costs; and
  - ii. Chase Paymentech's estimated exposure based on Anticipated Risks;
- (k) may be funded in the same manner as provided for negative balances in Section 4.5(a) – (d);
- (l) will be held and controlled by Chase Paymentech (and funds therein may be comingled with other funds); and
- (m) will not bear interest.

**Upon the establishment of a Reserve Account, Merchant shall:**

- (n) irrevocably grant to Chase Paymentech a security interest in any interest Merchant may now have or later acquire in any and all funds, together with the proceeds thereof, that may at any time be in the Reserve Account and that would otherwise be payable to Merchant pursuant to the terms of this Agreement; and
- (o) execute and deliver to Chase Paymentech such instruments and documents that Chase Paymentech may reasonably request to perfect and confirm the security interest in the Reserve Account funds.

**Chase Paymentech:**

- (p) may (but is not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable to Merchant against, the satisfaction of any amounts which are or may become due from Merchant pursuant to this Agreement; and
- (q) will pay to Merchant any funds remaining in the Reserve Account after Merchant:
  - i. satisfies all of its obligations under this Agreement; and
  - ii. executes all documents reasonably requested by Chase Paymentech in connection with the return of any Reserve Account funds.

**5. ACCOUNTING.**

**5.1 Statements and Reporting.** Chase Paymentech will supply a detailed statement (or online access thereto) reflecting the activity of Merchant's account(s). If Merchant accesses account statements via the internet, Merchant must ensure that such online access is secure.

**5.2 Adjustments.** If Merchant believes any adjustments should be made to its Settlement Account, Merchant must notify Chase Paymentech in writing within 90 days after any such adjustment is or should have been made. Chase Paymentech has no obligation to research or affect changes to Merchant's Settlement Account which are not brought to Chase Paymentech's attention within 90 days after Merchant received its activity statement.

**6. RETRIEVAL REQUESTS.** A Retrieval Request is a request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction submitted by Merchant. Because a Retrieval Request requires Merchant to provide Chase Paymentech with specific Transaction information, Merchant must store and retain Transaction Data and Transaction Receipts, but must do so solely in compliance with the Payment Brand Rules and the Security Standards. Merchant acknowledges that failure to fulfill a Retrieval Request timely and in accordance with Payment Brand Rules may result in an irreversible Chargeback. If Chase Paymentech receives a Retrieval Request, Chase Paymentech will forward the same to Merchant.

**Upon receiving a Retrieval Request, Merchant shall:**

- (a) respond to the Retrieval Request within the time frame provided; and
- (b) include with Merchant's response the following documentation:
  - i. a written resolution of Merchant's investigation of the Retrieval Request; and
  - ii. legible copies of any supporting documentation requested or required by the Retrieval Request.

**7. CHARGEBACKS.**

**7.1 Chargeback Reasons.** Merchant is liable for all Chargebacks. Some of the most common reasons for Chargebacks include:

- (a) Merchant fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;

- (b) Merchant did not obtain an authorization/approval code, as required under Section 2;
- (c) The Transaction Data was prepared incorrectly or fraudulently;
- (d) Chase Paymentech did not receive Merchant's response to a Retrieval Request in accordance with Section 6;
- (e) The Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
- (f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
- (g) The Customer disputes making the Transaction and the Payment Card was not physically presented at the time of the Transaction. In this case Merchant acknowledges that if the Merchant does not have an electronic record or physical imprint of the Payment Card, the Payment Brand Rules may not allow the Merchant to challenge the Chargeback.

**7.2 Responding to Chargebacks.** If Merchant has reason to dispute or respond to a Chargeback, then Merchant must do so by the date provided on the applicable Chargeback notice. If Merchant misses the Chargeback due date, Chase Paymentech has no obligation to investigate or attempt to obtain a reversal or other adjustment to any Chargeback on Merchant's behalf. Upon receiving a Chargeback, Merchant may resubmit the applicable Transaction Data for a second presentation if permitted by the Payment Brand Rules.

**7.3 Excessive Chargebacks.** If Merchant is receiving an excessive amount of Chargebacks, in addition to Chase Paymentech's other remedies under this Agreement, Chase Paymentech may do any one or more of the following:

- (a) review Merchant's internal procedures relating to acceptance of Payment Cards and notify Merchant of new procedures Merchant should adopt in order to avoid future Chargebacks;
- (b) notify Merchant of a new rate Chase Paymentech will charge to process Merchant's Chargebacks;
- (c) require Merchant to replace any magnetic-strip-only point of sale terminal or electronic cash registered with an EMV chip-capable terminal, if required under the Payment Brand Rules
- (d) establish a Reserve Account; or
- (e) terminate the Agreement in accordance with Section 10.3.

Merchant understands that having excessive Chargebacks may result in assessments, fines, fees, and penalties by the Payment Brands. Merchant agrees to reimburse Chase Paymentech immediately for any such assessments, fines, fees, and penalties imposed on Chase Paymentech or the Member and any related loss, cost, or expense incurred by Chase Paymentech or the Member.

**8. DISPLAY OF PAYMENT BRAND MARKS.** Payment Brand Marks are the brands, emblems, trademarks, and logos that identify a Payment Brand. Merchant has no ownership rights in the Payment Brand Marks and cannot assign its right to use the Payment Brand Marks under this Agreement to any third party.

**Merchant shall:**

- (a) use the Payment Brand Marks only as expressly permitted by the Payment Brand Rules;
- (b) use the Payment Brand Marks only to promote the services covered by the Marks;
- (c) **not** use the Payment Brand Marks in any way that could cause Customers to believe that the goods or services offered by Merchant are sponsored, endorsed, or guaranteed by Chase Paymentech, Member or the Payment Brands; and
- (d) cease using the Payment Brand Marks when this Agreement terminates.

**9. FEES AND ADJUSTMENTS; CHASE TRANSACTIONS.**

**9.1 Schedule A. Merchant:**

- (a) shall pay all applicable fees for all Transactions, which are calculated and payable pursuant to this Agreement and which may be adjusted from time to time in accordance with Section 9.2;
- (b) acknowledges that the fees payable under this Agreement and stated in Schedule A:
  - i. are based upon Merchant's annual volume, average Transaction size, and other information provided by Merchant or contained in this Agreement;
  - ii. are based upon the assumption that Merchant's Transactions will qualify for certain interchange rates as determined in each case by the applicable Payment Brand; If any of Merchant's Transactions fail to qualify for such interchange rates, Chase Paymentech will process each such Transaction at the applicable interchange rate determined by the applicable Payment Brand; and
  - iii. will be rounded up to the next full cent to the extent they contain a fraction of a cent; and
- (c) is solely responsible for all communication expenses required to facilitate the transmission of all Transaction Data to Chase Paymentech.

**9.2 Adjustments.** The fees owed by Merchant under this Agreement (under Schedule A or any additional pricing supplement) may be adjusted at any time:

- (a) with thirty (30) days' prior written notice;
- (b) to reflect increases in interchange, assessments, or other Payment Brand fees;
- (c) to reflect additional fees imposed by the Payment Brands; or
- (d) to reflect increases in, or additions to, third party fees.

All adjustments hereunder will be effective either upon the date set forth in the written notice or upon the date the corresponding increase or additional fee is implemented by the Payment Brand or third party provider.

**9.3 Chase Transactions.** If, and only if, there is a Schedule A-1 attached to this Agreement setting forth the fees for Chase Transactions, then, in addition to all other obligations under this Agreement, the following apply:

- (a) the parties agree that Paymentech and Member will treat Merchant's qualifying Chase Card transactions as Chase Transactions, and the provisions of this Agreement governing Chase Transactions shall apply. The parties acknowledge and agree that only those transactions that conform to the Chase Merchant Services Specifications will qualify as Chase Transactions;
- (b) Merchant acknowledges receipt of, or access to, the Chase Requirements and agrees to abide by the Chase Requirements. The Chase Requirements are confidential and Merchant may not disclose the Chase Requirements to any third party without the prior written consent of Paymentech and Member; and
- (c) the amounts due for Chase Transactions are set forth on Schedule A-1 attached hereto.

#### 10. TERM AND TERMINATION.

**10.1 Term.** This Agreement starts on the day it is accepted and agreed to by Chase Paymentech (the "Effective Date"). This Agreement will continue in full force and effect until it is terminated by Merchant under Section 10.2, or by Chase Paymentech under Section 10.3.

**10.2 Merchant Termination.** Subject to the terms of this Section 10.2, Merchant may terminate this Agreement at any time by giving thirty (30) days' prior notice to Chase Paymentech.

PLEASE READ THIS PROVISION CAREFULLY. IT APPLIES DURING THE FIRST 24 MONTHS IF: MERCHANT (A) TERMINATES THIS AGREEMENT, OR (B) FAILS TO MAINTAIN AN ACTIVE ACCOUNT; AND MERCHANT RECEIVED A PROMOTIONAL CONSIDERATION FROM CHASE PAYMENTECH.

Merchant may be obligated to repay all, or a prorated portion of, any Promotional Consideration Merchant received when it signed up with Chase Paymentech. A Promotional Consideration is:

- (a) a signing bonus;
- (b) a free point of sale terminal or other equipment;
- (c) the waiver of any applicable fees; or
- (d) any other item of value, which was extended to Merchant in consideration of entering into this Agreement.

In the event Merchant's repayment of the Promotional Consideration is limited by applicable law, the amount owed to Chase Paymentech is limited to the maximum amount permitted under applicable law. Any amount owed to Chase Paymentech under this Section 10.2 or Section 10.4 will be funded in the same manner as provided for negative balances in Section 4.5.

**10.3 Chase Paymentech Termination.** Chase Paymentech may terminate this Agreement at any time by giving thirty (30) days' prior notice to Merchant. Furthermore, Chase Paymentech may terminate this Agreement *immediately* if:

- (a) Merchant is determined to have excessive Chargebacks;
- (b) Chase Paymentech determines, in its reasonable discretion, that Merchant's Transactions present increased or excessive Anticipated Risks;
- (c) any representation or warranty in the Agreement, including the Application or Schedule A, is determined to be incorrect in any respect when made or deemed to be made;
- (d) Merchant fails to comply with any term, covenant, condition, or agreement contained in this Agreement;
- (e) a case or other proceeding is commenced by or against Merchant in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator, or the like of Merchant, or of all or any substantial part of the assets, domestic or foreign, of Merchant, and such case or proceeding continues undismissed or unstayed for a period of 60 consecutive days, or an order granting the relief requested in such case or proceeding against Merchant (including, without limitation, an order for relief under the Bankruptcy Code) is entered;
- (f) Chase Paymentech, in its reasonable discretion, deems Merchant to be financially insecure;
- (g) any Payment Brand:
  - i. notifies Chase Paymentech or Member that it is no longer willing to accept Merchant's Transaction Data; or
  - ii. requires Chase Paymentech or Member to terminate or limit this Agreement or Merchant's ability to accept Payment Cards from Customers;
- (h) Merchant or any person owning or controlling Merchant's business is listed in one or more databases of terminated or high risk merchants maintained by the Payment Brands; or
- (i) Merchant engages in conduct that
  - i. creates or could tend to create harm or loss to the goodwill of any Payment Brand, Chase Paymentech, or Member; or
  - ii. causes Paymentech or Member to violate the Payment Brand Rules or applicable law; or
  - iii. results in Paymentech's, Member's, or Merchant's participation in a risk-based program under the Payment Brand Rules.

If this Agreement is terminated by Chase Paymentech, Merchant acknowledges that Chase Paymentech may be required to report Merchant's business name, and information about its principals, to the Payment Brands, and Merchant expressly agrees and consents to such reporting.

**10.4 Active Account.** Merchant's account will be considered "Active" as long as Merchant continues to make on-time payments of all amounts owed under the Agreement. But, if Merchant goes more than 90 consecutive days without making an on-time payment of amounts due under the Agreement, Chase Paymentech *may*:

- (a) consider the Merchant's account as *not* Active;
- (b) terminate this Agreement immediately; and
- (c) subject to Section 10.2, collect all or a prorated portion of any Promotional Consideration.

**10.5 Post Termination.** The termination of this Agreement will not affect either party's rights or obligations with respect to Transactions submitted prior to termination. Therefore, the provisions governing processing and settlement of Transactions, all related adjustments, fees, and other amounts due from Merchant, and the resolution of any related Chargebacks, disputes, or other issues involving Transactions, will continue to apply for all Transactions made prior to termination.

**Upon termination of this Agreement, Merchant shall:**

- (a) continue to be responsible for all Chargebacks, fees, fines, assessments, credits, and adjustments resulting from Transactions processed pursuant to this Agreement before termination; and
- (b) be responsible for all amounts then due or which thereafter may become due to Chase Paymentech or Member under this Agreement.

**Upon termination or notice of termination of this Agreement, Paymentech may, in its sole discretion and without waiving any of its rights or remedies under this Agreement:**

- (a) establish a Reserve Account; and
- (b) process Transaction Data submitted by Merchant after termination in accordance with and subject to all of the terms of this Agreement.

**11. INDEMNIFICATION.** Merchant agrees to indemnify Chase Paymentech, Member, the Payment Brands, and their respective affiliates, officers, directors, employees, agents, and sponsoring banks from any losses, liabilities, and damages of any and every kind (including, without limitation, Chase Paymentech's costs, expenses, and reasonable attorneys' fees) arising out of or related to:

- (a) Chase Paymentech's reliance on the information provided by Merchant, or Merchant's Authorized Representative, on the Application or in conjunction with the Application (including any information with respect to Merchant's financial condition);
- (b) any assessment, fine, or penalty imposed on Chase Paymentech or the Member, and any related loss, cost, or expense incurred by Chase Paymentech or the Member; and
- (c) any claim, complaint, or Chargeback:
  - i. made or claimed by a Customer with respect to any Transaction or Transaction Data submitted by Merchant;
  - ii. caused by Merchant's noncompliance with this Agreement, applicable law, or the Payment Brand Rules (including, without limitation, any breach of a representation or warranty made by Merchant or Merchant's failure to comply with the Security Standards);
  - iii. resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; or
  - iv. related to Chase Paymentech's reporting of Merchant, or any person owning or controlling Merchant's business, to the Payment Brands for inclusion in one or more databases of terminated or high risk merchants maintained by the Payment Brands.

The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by Chase Paymentech's own gross negligence or willful misconduct. The indemnification provided for in this Section shall survive termination and is subject to the limitation of liability set forth in Section 14.

**12. TRANSACTION DATA, PAYMENT CARD INFORMATION AND PAYMENT CARD INDUSTRY COMPLIANCE.**

**Merchant acknowledges that its:**

- (a) failure, or the failure of any of its Service Providers, to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any of Transaction Data or Payment Card Information (whether such Payment Card Information is under the control of Merchant or its Service Provider) may result in assessments, fines, and penalties by the Payment Brands and termination of this Agreement; and
- (b) use of any fraud mitigation or security enhancement solution (e.g. an encryption product or service), whether provided to Merchant by Chase Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

**Merchant shall not:**

- (c) disclose Payment Card Information, except:
  - i. to select employees, agents, and contractors on a "need to know" basis, solely for the purpose of assisting Merchant in completing a Transaction or otherwise complying with this Agreement; or
  - ii. as specifically required by the Security Standards, Payment Brand Rules, applicable law, or government/regulatory demand;
- (d) use Payment Card Information, except:
  - i. to complete a Transaction; or
  - ii. as specifically permitted by this Agreement, the Security Standards, Payment Brand Rules, or applicable law; and
- (e) sell, transfer, or disclose to third parties any materials that contain Transaction Data or Payment Card Information in the event of Merchant's failure, including bankruptcy, insolvency, or other suspension of business operations.

**Merchant shall:**

- (f) comply with the Security Standards, Payment Brand Rules, and all applicable laws relating to the security, storage, and disclosure of Transaction Data and Payment Card Information;
- (g) provide Chase Paymentech, upon its request, with all tests, scans, and assessments evidencing Merchant's compliance with the Security Standards, Payment Brand Rules, and applicable laws;
- (h) store and discard Transaction Data, Payment Card Information, and all media containing Payment Card Information in compliance with Payment Brand Rules and Security Standards;
- (i) notify Chase Paymentech immediately if Merchant determines or suspects that Transaction Data or Payment Card Information has been compromised and assist Chase Paymentech in providing notification to all interested parties as may be required by law or Payment Brand Rules, or as Chase Paymentech otherwise reasonably deems necessary;
- (j) notify Chase Paymentech immediately of its use of any Service Provider and Payment Application;
- (k) ensure that all Service Providers and Payment Applications used by Merchant:

- i. comply with the Security Standards;
  - ii. are recognized by the Payment Brands as being compliant with the Security Standards; and
  - iii. are registered with each applicable Payment Brand as a third party service provider for a Paymentech customer.
- (l) provide, or cause its Service Provider to provide, Paymentech with the information it needs to register the Service Provider with the Payment Brands;
  - (m) cause its Service Provider to cooperate with Paymentech in completing registration with the Payment Brands;
  - (n) pay, or cause its Service Provider to pay, all amounts required by the Payment Brands to register the Service Provider;
  - (o) ensure that all EMV chip-capable terminals used by Merchant appear on the EMV co-approved terminal list maintained by the Payment Brands;
  - (p) reimburse Chase Paymentech immediately for any assessment, fine, or penalty imposed on Chase Paymentech or the Member and any related loss, cost, or expense incurred by Chase Paymentech or the Member related to or arising from Merchant's acceptance of Payment Cards;
  - (q) cooperate with, and cause all applicable Service Providers to cooperate with, any forensic examination or other audit required by the Payment Brands, Chase Paymentech or Member because of a Data Compromise Event;
  - (r) pay for all costs and expenses related to a forensic examination or other audit required by the Payment Brands, Chase Paymentech, or Member (including all of Chase Paymentech's reasonable attorneys' fees and other costs related to the forensic exam or audit);
  - (s) take all actions necessary to achieve and maintain compliance in accordance with the results of, and in the time frame set forth in, a forensic examination or audit report from Chase Paymentech, the Payment Brands, or Member; and
  - (t) upon request, return all materials that contain Transaction Data or Payment Card Information to Chase Paymentech or provide Chase Paymentech with acceptable proof of its destruction.

**Chase Paymentech may:**

- (u) share Merchant's financial information, information related to Merchant's Transactions, and other information provided by Merchant with Chase Paymentech's affiliates and the Payment Brands;
- (v) use or disclose information related to Merchant's Transactions:
  - i. as necessary to process Merchant's Transactions or otherwise provide Services and maintain Merchant's account pursuant to this Agreement;
  - ii. to detect prevent, reduce, or otherwise address fraud, security, or technical issues;
  - iii. to enhance or improve Chase Paymentech's products and Services generally; or
  - iv. as required or permitted by the Payment Brands or applicable law;
- (w) prepare, use, or share with third parties, aggregated, non-personally identifiable information derived from Transaction Data of all of Chase Paymentech's customers or specific segments of Chase Paymentech's customers;
- (x) require, in its sole discretion, or based on information provided by the Payment Brands, a forensic examination of Merchant or Merchant's Service Providers due to a Data Compromise Event or suspected event;
- (y) require Merchant or Merchant's Service Provider to engage a forensic examiner in order to expedite the investigation of the Data Compromise Event or suspected event. Alternatively, Chase Paymentech may engage a forensic examiner on Merchant's or Merchant's Service Provider's behalf; and
- (z) investigate a Data Compromise Event of Merchant, if permitted under the Payment Brand Rules.

**13. INFORMATION ABOUT MERCHANT AND MERCHANT'S BUSINESS.**

**13.1 Additional Financial Information.** Upon five (5) days' written notice at any time, Merchant, and each Guarantor (if any), agrees to furnish to Chase Paymentech all financial statements and information as Chase Paymentech may reasonably request. Merchant's and each Guarantor's signature on this Agreement authorizes Chase Paymentech to perform any credit check deemed necessary with respect to Merchant and each Guarantor, as applicable.

**13.2 Audit Rights; Site Visit; Website Inspection.** With prior notice and during Merchant's normal business hours, Chase Paymentech's duly authorized representatives may visit Merchant's business premises and may examine Merchant's books and records that pertain to Merchant's Transactions or Merchant's compliance with this Agreement. Furthermore, Merchant may be contacted by Chase Paymentech or a third party contracted by Chase Paymentech who will need to gain access to Merchant's business operation to perform a site visit and inspection (the "Site Visit") in compliance with Payment Brand Rules. The Site Visit will include, among other things, an interview with Merchant regarding the nature of Merchant's business, as well as photographs of Merchant's business operation. If Merchant is unavailable for the Site Visit as scheduled, Chase Paymentech may suspend the settlement of Merchant's Transactions until a Site Visit can be completed and approved by Chase Paymentech. If Merchant operates an ecommerce website, Chase Paymentech is obligated under the Payment Brand Rules to investigate the contents of such website, either directly or through review of screen shots presented to Chase Paymentech by Merchant (the "Website Inspection"). Chase Paymentech may suspend the settlement of Merchant's Transactions until a Website Inspection can be completed and approved by Chase Paymentech. In the event that Merchant fails to reasonably cooperate with the required Site Visit or Website Inspection, or in the event the results of the Site Visit or the Website Inspection are not approved by Chase Paymentech, Chase Paymentech may terminate this Agreement immediately upon notice to Merchant.

**13.3 Notification to Chase Paymentech of Merchant's Changes.**

- (a) Merchant agrees to provide Chase Paymentech at least 30 days' prior written notice of its intent to change current product lines or services, Merchant's trade name or legal name, or the manner in which Merchant accepts Payment Cards. If Chase Paymentech determines such a change is material to its relationship with Merchant, Chase Paymentech may refuse to process Transaction Data made subsequent to the change, temporarily suspend payment of settlement funds, or terminate this Agreement.
- (b) Merchant agrees to provide Chase Paymentech with prompt written notice:
  - i. if Merchant is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding; or
  - ii. of any:
    - a. adverse change in Merchant's financial condition;
    - b. planned or anticipated liquidation or substantial change in the basic nature of Merchant's business;

- c. transfer or sale of any substantial part (25% or more in value) of Merchant's total assets;
- d. judgment, writ, warrant of attachment, execution, or levy against any substantial part (25% or more in value) of Merchant's total assets not later than three days after Merchant obtains knowledge of any such judgment, writ, warrant of attachment, execution, or levy; or
- e. change in the control or ownership of Merchant or Merchant's parent if Merchant or Merchant's parent is not a corporation whose shares are listed on a national securities exchange or on an over-the-counter market.

**13.4 Referral Sources.** Merchant may have been referred to Chase Paymentech for the execution of this Agreement by a third party who has entered into a formal referral relationship with Chase Paymentech (a "Referral Partner"). If that is the case, Chase Paymentech will be the sole provider of the services necessary to authorize, process, and settle all of Merchants Transactions in accordance with the terms and conditions of the Agreement; however, Referral Partner may be involved in the servicing and maintenance of Merchant's merchant account. Therefore, notwithstanding anything to the contrary in the Agreement, Merchant hereby authorizes Chase Paymentech to share Merchant's financial information, information related to Merchant's Transactions (including Payment Instrument Information) and any other information that Merchant provides to Chase Paymentech with Referral Partner. Merchant understands and agrees that Chase Paymentech will not be responsible for Referral Partner's subsequent use or disclosure of such information.

**14. DISCLAIMER; LIMITATION OF DAMAGES.** Subject to Section 5, Chase Paymentech will, at its own expense, correct any Transaction Data to the extent that such errors have been caused by Chase Paymentech or by malfunctions of Chase Paymentech's processing systems. However, Chase Paymentech shall not be liable or responsible for the authenticity, accuracy, corruption, damage to, tampering with, or failure to receive any Transaction Data transmitted in any form or format to Chase Paymentech by, or on behalf of, Merchant, and Chase Paymentech shall be entitled to rely on data it receives from, or on behalf of, Merchant in the discharge of its obligations hereunder.

**PLEASE READ THIS PROVISION CAREFULLY**

**UNDER NO CIRCUMSTANCES WILL CHASE PAYMENTECH'S LIABILITY ARISING OUT OF OR RELATED TO ITS PERFORMANCE OF SERVICES UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID TO CHASE PAYMENTECH BY MERCHANT UNDER THIS AGREEMENT (NET OF PAYMENT BRAND FEES, THIRD PARTY FEES, INTERCHANGE, ASSESSMENTS, PENALTIES, AND FINES) FOR THE SIX (6) MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.**

**IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OR ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**ANY FINES, FEES, PENALTIES, ASSESSMENTS OR OTHER AMOUNTS IMPOSED BY THE PAYMENT BRANDS SHALL BE DIRECT DAMAGES AND SHALL NOT BE DEEMED TO BE SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

**ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR COMMERCIAL SERVICES. THE UNIFORM COMMERCIAL CODE DOES NOT APPLY AND CHASE PAYMENTECH AND MEMBER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.**

**15. MISCELLANEOUS.**

**15.1 Taxes.** Unless Merchant is otherwise exempt, and, if applicable, provides a valid exemption certificate, Merchant agrees to pay any taxes imposed on the Services, equipment, supplies, and other property provided under this Agreement, and Merchant authorizes Chase Paymentech to increase the amount collected from Merchant to reflect any and all assessments or increases in the sales, use, occupational, property, lease, or other taxes imposed on such sale or lease of Services, tangible property, intellectual property, equipment, supplies, and other goods purchased.

**15.2 Section Headings.** The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

**15.3 Assignment; Other Events.**

- (a) Merchant may not transfer or assign this Agreement without the prior written consent of Chase Paymentech. Any transfer or assignment of this Agreement by Merchant, by operation of law, merger, or otherwise, without Chase Paymentech's prior written consent is null and void, and Merchant is fully responsible with respect to all Transactions submitted by the purported assignee/transferee, and for any and all related liabilities, Chargebacks, expenses, costs, fines, fees or penalties arising from such Transactions. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Merchant's assets or business, has any right to continue or to assume or to assign this Agreement.
- (b) Merchant agrees to provide Chase Paymentech with not less than 30 days' prior written notice of:
  - i. any sale of all or substantially all of the assets of Merchant; or
  - ii. any person or entity becoming the beneficial owner, directly or indirectly, of securities representing more than fifty percent (50%) of the combined voting power of Merchant's securities, or otherwise acquires voting control of the Merchant.
- (c) Upon notice to Merchant, another Payment Brand member may be substituted for Member under whose sponsorship this Agreement is performed and for whom Chase Paymentech is acting as agent hereunder. Subject to Payment Brand Rules, Chase Paymentech may assign or transfer this Agreement and its rights and obligations hereunder and may delegate its duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without notice to or consent of Merchant.

**15.4 Parties; Independent Contractor.** This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, representatives, and permitted successors and assigns. Merchant agrees that it is responsible for its employees' actions. In providing Services to Merchant, Chase Paymentech will not be acting in the capacity of agent, partner, or joint venturer; Chase Paymentech is acting solely as an independent contractor.

**15.5 Representations.** Merchant agrees to perform its obligations under this Agreement in compliance with all applicable laws. Merchant represents and warrants that statements made on its Application are true as of the date of this Agreement. Merchant represents and warrants that its execution of and performance under this Agreement:

- (a) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including, without limitation, its corporate charter or similar document or any agreement between Merchant and any third party or any affiliated entity;
- (b) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and
- (c) that the person signing this Agreement on behalf of Merchant is an Authorized Representative.

**15.6 Publicity.** Each party agrees that any other party may publicly disclose, through press releases or otherwise, the existence of the business relationship that is the subject of this Agreement. Any such disclosure may identify the parties by name but must not, without the prior written consent of the non-disclosing party, include any of the terms of this Agreement.

**15.7 Severability.** Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any Payment Brand Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

**15.8 Waivers.** No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

**15.9 Entire Agreement.** The Payment Brand Rules, Application, Terms and Conditions, taxpayer identification and certification documentation, and all schedules, supplements, and attachments are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant and Chase Paymentech with respect to the matters contained herein and supersedes any prior agreements between the parties. Merchant agrees that in entering into this Agreement it has not relied on any statement of Chase Paymentech or its representatives. This Agreement prevails over any conflicting terms of any agreement governing the Settlement Account.

**15.10 Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, mailed first class, postage prepaid, sent via electronic mail transmission, or sent via overnight courier (and will be deemed to be given when so delivered or mailed) to Merchant's legal address set forth in the Application, to Chase Paymentech at: Attn: Legal Department, 14221 Dallas Parkway, Dallas, Texas 75254, or to such other address as either party may from time to time specify to the other party in writing. Notices provided in writing on Merchant's monthly statement(s) are sufficient for formal notice under the terms of this Section 15.10.

**15.11 Governing Law; Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of law provisions. Any action, proceeding, arbitration hearing or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in Dallas County, Dallas, Texas.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.

WITH BINDING ARBITRATION MERCHANT ACKNOWLEDGES AND AGREES THAT:

- (a) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST CHASE PAYMENTECH, MEMBER, OR RELATED THIRD PARTIES;
- (b) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST CHASE PAYMENTECH, MEMBER OR RELATED THIRD PARTIES; AND
- (c) MERCHANT IS GIVING UP ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST CHASE PAYMENTECH, MEMBER, AND RELATED THIRD PARTIES.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, MERCHANT AND CHASE PAYMENTECH MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Any claim, dispute, or controversy ("Claim") by either Merchant, Chase Paymentech or Member against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, Merchant, Chase Paymentech's or Member's negligence, statutory or regulatory provisions, or any other source of law. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Merchant and Chase Paymentech will agree on another arbitration forum if the AAA ceases operations. The arbitration will be conducted before a single

arbitrator and will be limited solely to the Claim between Merchant and Chase Paymentech and/or Member. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, [www.adr.org](http://www.adr.org), or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within Dallas County, Dallas, Texas. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

**15.12 Force Majeure.** Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of Chase Paymentech's vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 15.12 will affect or excuse Merchant's liabilities and obligations for Chargebacks, refunds, or unfulfilled goods and services.

**15.13 Amendment.** Except as otherwise set forth in this Agreement, the Agreement may be amended at any time by Chase Paymentech upon thirty (30) days' notice to Merchant. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Payment Brand Rules or any third party with jurisdiction over the matters described herein, such amendment will be effective immediately. Merchant's electronic signature or continued submission of Transactions to Chase Paymentech following such notice will be deemed to be Merchant's acceptance of such amendment.

**15.14 Counterparts; Electronic Signatures under the Uniform Electronic Transactions Act.** This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic Signatures, as defined by the Uniform Electronic Transactions Act, retain all the legal effect and enforceability of an original signature.

**15.15 Merchant Taxpayer Certification and Chase Paymentech Reporting Obligations.** In accordance with certain tax rules and regulations, Chase Paymentech is obligated to collect and report certain taxpayer information to the United States Internal Revenue Service. Therefore, in conjunction with the execution of this Agreement, Merchant shall provide Chase Paymentech with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify Chase Paymentech if there are any changes in this information. Chase Paymentech may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. Chase Paymentech may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of Chase Paymentech hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from Chase Paymentech.

**15.16 Member Obligations.** While the Payment Brand Rules impose certain obligations on Member (the "Member Obligations"), Paymentech has the authority to perform the Member Obligations on behalf of Member, and, unless otherwise specifically set forth in the Agreement, Paymentech shall be solely responsible for performance of the Member Obligations under the terms of this Agreement.

**16. SURVIVAL.** The following Sections survive termination of this Agreement: 4.2, 4.4, 4.5, 4.6, 5, 6, 7, 9, 10.2, 10.3, 10.4, 10.5, 11, 12, 14, 15, 16, 17, and Personal Guaranty.

#### 17. TERMS USED IN THE APPLICATION AND THESE TERMS AND CONDITIONS.

<b>Application</b>	a statement of Merchant's financial condition, a description of the characteristics of Merchant's business or organization, and related information Merchant or its Authorized Representative(s), has previously or concurrently submitted to Chase Paymentech, including credit, financial, and other business related information, to induce Chase Paymentech to enter into this Agreement with Merchant and that has induced Chase Paymentech to process Merchant's Transactions under the terms and conditions herein
<b>Authorized Representative</b>	an owner, partner, officer, or other agent of the Merchant that is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements
<b>Chargeback</b>	a reversal of a Transaction Merchant previously presented to Chase Paymentech pursuant to Payment Brand Rules
<b>Chase</b>	JPMorgan Chase Bank, N.A. or Chase Bank U.S.A., N.A.
<b>Chase Card</b>	a consumer or small business debit or credit card issued in the United States by Chase whose transactions are capable of processing over the Visa, Inc. network
<b>Chase Customer</b>	the person to whom or entity to which a Chase Card is issued or who is otherwise authorized to use a Chase Card
<b>Chase Merchant Services Specifications</b>	the required formats and procedures provided by Paymentech or otherwise made available to Merchant for Merchant's transactions to be accepted as Chase Transactions
<b>Chase Paymentech or Paymentech</b>	Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254

<b>Chase Requirements</b>	the Chase Merchant Services Program Requirements governing Chase Transactions, as may be amended from time to time, provided to or made available to Merchant
<b>Chase Transactions</b>	a United States transaction, excluding a PIN debit transaction, conducted between a Chase Customer and Merchant utilizing a Chase Card which is processed directly between Merchant and Chase through Paymentech
<b>Conveyed Transaction</b>	any Transaction conveyed to a Payment Brand for settlement by such Payment Brand directly to Merchant
<b>Customer</b>	the person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument, including a Chase Customer
<b>Data Compromise Event</b>	An occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transaction Data or Payment Instrument Information
<b>Effective Date</b>	The day this Agreement is accepted and agreed to by Chase Paymentech, as set forth in Section 10.1
<b>EMV</b>	Europay, MasterCard and Visa
<b>Guarantor</b>	The person(s) identified in the Application as having an ownership interest in Merchant and who agree to be personally responsible for Merchant's obligations to Chase Paymentech under this Agreement
<b>Merchant</b>	The legal entity identified in the Application and whose name and signature appears on this Agreement
<b>Member</b>	JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Chase Paymentech as required by all applicable Payment Brands. Member is a principal party to this Agreement and Merchant's acceptance of Payment Brand products is extended by the Member
<b>Payment Application</b>	a third party application used by merchant that is involved in the authorization or settlement of Transaction Data
<b>Payment Brand</b>	Any payment method provider whose payment method is accepted by Chase Paymentech for processing, including: <ul style="list-style-type: none"> <li>• Visa Inc.;</li> <li>• MasterCard International, Inc.;</li> <li>• Discover Financial Services, LLC; and</li> <li>• any other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers.</li> </ul> Payment Brand also includes the Payment Card Industry Security Standards Council and the Electronic Payment Association (frequently referred to as "NACHA")
<b>Payment Brand Rules</b>	All bylaws, rules, programs, regulations, specifications, and manuals, as they exist from time to time, of the Payment Brands, and, to the extent applicable, the Chase Requirements
<b>Payment Instrument or Payment Card</b>	An account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that Merchant accepts from Customers as payment for a good or service, including a Chase Card Payment Instruments include, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts. Use of the term Payment Instrument or Payment Card throughout this Agreement includes any Payment Card with an embedded microcomputer EMV chip.
<b>Payment Card Information or Payment Instrument Information</b>	Information related to a Customer or the Customer's Payment Card that is obtained by Merchant from the Customer's Payment Card, or from the Customer in connection with his or her use of a Payment Card). Such information may include, but is not limited to: <ul style="list-style-type: none"> <li>• the Payment Card account number and expiration date;</li> <li>• the Customer's name or date of birth;</li> <li>• PIN data, security code data (such as CVV2 and CVC2); and</li> <li>• and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically, or otherwise stored thereon.</li> </ul> For the avoidance of doubt, the data elements that constitute Payment Card Information are treated according to their corresponding meanings as "cardholder data" and "sensitive authentication data" as such terms are used in the then current PCI DSS.
<b>Refund</b>	Any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services and any adjustment of a Transaction
<b>Refund Policy</b>	A written policy with regard to Refunds
<b>Retrieval Request</b>	A request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction
<b>Security Standards</b>	All rules, regulations, standards, or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security, and the safeguarding, disclosure, and handling of Payment Instrument Information, including, without limitation, the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program ("DISC"), American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program, and the Payment Card Industry PIN Transmission Security program (PCI PTS), in each case as they may be amended from time to time
<b>Services</b>	All Transaction processing services provided by Chase Paymentech, including, without limitation, authorization, conveyance, settlement, and funding of all Transactions, as provided for in this Agreement or any subsequent agreement between the parties. The Services may also include the provision of or access to monthly statements or reporting tools, as well as assistance with Merchant's Chargebacks.
<b>Service Provider</b>	Any party that processes, stores, receives, transmits, or has access to Payment Instrument Information on Merchant's behalf,

	including, without limitation, its agents, business partners, contractors, and subcontractors
<b>Settled Transaction</b>	A Transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant for the purchase of a good or service or the Refund of such purchase and the value for such Transaction is settled by the Payment Brand through Chase Paymentech to the Merchant
<b>Stored Value Card Transaction</b>	A Transaction in which a Customer adds or redeems value to or from a stored value card, gift card, or loyalty Payment Card issued by or on behalf of Merchant
<b>Transaction</b>	A transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant, including a Chase Transaction
<b>Transaction Data</b>	The written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Chase Paymentech
<b>Transaction Receipt</b>	An electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer

**Personal Guaranty.** Each Guarantor whose name and signature appears in the Application (individually a "Guarantor" and collectively the "Guarantors") hereby, jointly and severally, unconditionally and irrevocably, guarantee the full, timely and continuing performance of each and every representation, warranty, covenant, agreement and obligation of Merchant now or hereafter arising under or in connection with the Agreement, including, without limitation, any indebtedness and other liabilities of Merchant created, at any time, under or in connection with the Agreement (the "Guaranteed Obligations"). Each Guarantor is familiar with, and has independently reviewed books and records regarding, the financial condition of Merchant and is familiar with the value of any and all collateral intended to be created as security for the payment of the Guaranteed Obligations. However, no Guarantor is relying on such financial condition or collateral, including, without limitation, the existence of a Reserve Account (if any) as an inducement to enter into this Personal Guaranty. Each Guarantor hereby unconditionally and irrevocably waives any and all notices, demands and other formalities, of every kind and description, including, without limitation, any (i) notice of acceptance of this Personal Guaranty, (ii) notice of the incurrence of any Guaranteed Obligation, (iii) notice of the occurrence of any breach or default relating to or in connection with the Agreement or (iv) demand for performance or payment, presentment, protest, notice of protest or proof of breach or default. This is an unconditional, irrevocable and continuing guaranty of payment and not a guaranty of collection. Each Guarantor hereby acknowledges and agrees that such Guarantor is liable for the Guaranteed Obligations as primary obligor and Chase Paymentech, Member or any other beneficiary of the Agreement, as the case may be, may exercise their respective rights and remedies hereunder against one or more Guarantors, whether or not first or ever exercising their respective rights and remedies hereunder or otherwise against Merchant or any other guarantor or obligor or enforcing or collecting any present or future collateral securing the Guaranteed Obligations. Each Guarantor hereby acknowledges and agrees that such Guarantor's obligations and liabilities pursuant to this Personal Guaranty shall in no way be discharged, released or in any way affected by (i) any action taken under or in connection with the Agreement or the Guaranteed Obligations, including, without limitation, any assignment, renewal, extension, compromise, indulgence, forbearance, waiver, acceleration, modification, amendment or other change granted to Merchant or any guarantor or obligor or otherwise related thereto, (ii) the taking, holding, exchange, enforcement, waiver or release of any security for the performance of the Guaranteed Obligations or this Personal Guaranty, (iii) the release, in whole or in part, of Merchant or any other guarantor or obligor from any obligation or liability, (iv) the substitution of any one or more of the Guarantors or the acquisition of additional guarantors, (v) any insolvency, bankruptcy or similar proceedings involving or affecting Merchant or any other guarantor or obligor, (vi) the death, dissolution or ceasing to exist (whether voluntary or involuntary) of Merchant or any other guarantor or obligor or (vii) any other act, omission or circumstance whatsoever that may in any manner vary the risks of such Guarantor or might otherwise constitute a legal or equitable defense or discharge of such Guarantor or any other guarantor or obligor. Each Guarantor hereby waives all defenses based on occurrences of the types described in clauses (i) through (vii) above. Each Guarantor hereby represents and warrants that such Guarantor has received, or will receive, direct or indirect benefit from the making of this Personal Guaranty and that the Guaranteed Obligations and such benefit has a value reasonably equivalent to or greater than the obligations and liabilities incurred pursuant to this Personal Guaranty. This Personal Guaranty shall be binding on each Guarantor and such Guarantor's heirs, administrators, legal representatives, successors and assigns, and shall inure to the benefit of Chase Paymentech, Member and any other beneficiary of the Agreement, as the case may be, and their respective heirs, administrators, legal representatives, successors, and assigns. Neither Guarantor may, without the prior written consent of Chase Paymentech, assign any of its rights, powers, duties, or obligations hereunder. The Guarantors jointly and severally agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Chase Paymentech in the enforcement of this Personal Guaranty.

# Xpress Bill Pay

## Schedule A Pricing Sheet

IPT – Version Date 04/2016

**1. Fees applied on every transaction:** MasterCard, Visa and Discover assess an Interchange Rate, Interchange Fee, Assessment Fee and Network Fee for each transaction. These rates and fees will be **passed through** at cost.

Payment Brand Interchange	
MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
PIN Debit Network Fees (if accepted)	All standard PIN Debit Network Fees will be assessed
JCB (Japanese Credit Bureau) (if accepted)	3.20%

Payment Brand Assessments			Payment Brand Network Fees		
			Credit	Debit	
MasterCard	Credit transactions less than \$1000 and all Debit transactions	0.120%	MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	\$0.0195	\$0.0195
	Credit transactions greater than \$1000	0.140%		Visa Processing Fee (APF) (Charged per Authorization & per Refund)	\$0.0195
Visa	Debit transactions	0.110%	Discover / JCB Data Usage Fee		\$0.0195
	Credit transactions	0.130%			
Discover		0.130%			

Authorization / Transaction Fees	
MasterCard / Visa / Discover per authorization	<b>\$0.15</b>
MasterCard / Visa / Discover / PIN Discount Rate	<b>0.25%</b>
American Express per authorization	<b>\$0.20</b>
PIN Debit per transaction	<b>\$0.15</b>

**2. One Time and Periodic Fees**

One Time Fees <sup>1</sup>		Monthly Fees <sup>2</sup>		Annual Fees	
NetConnect Setup Fee	<b>\$79.95</b>	Monthly Service Fee	<b>\$5.00</b>	Annual Fee	<b>Waived</b>
Terminal Reprogram Fee	<b>Waived</b>	Visa Fixed Acquirer Network Fee <sup>3</sup>	Varies		
		Monthly Minimum Fee <sup>4</sup>	<b>\$25.00</b>		

1 – Please be sure you have enough funds in your bank account to have these fees electronically debited. These fees will be electronically debited from your bank account at the time of setup.  
2 – Monthly service and minimum fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.  
3 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.  
4 – We will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than \$25.00. If your processing fees do not reach \$25.00, we will charge the difference. For example, if processing fees total \$17.00 we would charge an additional \$8.00 to meet the \$25.00 minimum.

**3. Per Incidence Fees**

3A. Per Incidence Fees: Charged every time your account incurs one of the below items		
Chargeback Fee	<b>\$10.00</b>	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	<b>\$0.65</b>	Charged when you call the Voice Authorization phone number to authorize a credit card
Batch Settlement Fee	<b>Waived</b>	Charged for each batch of transaction(s) submitted for settlement
ACH Return Fee	<b>\$25.00</b>	Charged when Chase Paymentech is unable to debit fees from your account

3B. Per Request Fees: Charged every time you request one of the below items		
Statement Fee (Email/ROL)	<b>Waived</b>	No charge if statements are sent to a valid email address or accessed by Merchant through Resource Online, as elected by Merchant on the Application.
Statement Fee (Mail)	<b>\$5.00</b>	Charged each month Paymentech mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)
Supplies	<b>By order</b>	Charges for supply orders vary based on the items ordered
Equipment Swap Fee	<b>By order</b>	Charged when you swap equipment with Chase Paymentech. Fees for swapping equipment vary based on the equipment manufacturer and model.

<b>Customer initials</b>	X _____	Please initial to acknowledge page 1 of the Schedule A pricing agreement (Please initial here for page 1 and sign Section 6 on page 2)
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#### 4. Payment Brand Fees – Per Incidence

These fees are billed by MasterCard, Visa and Discover and passed through to your account		
MC Acquiring License Fee *	0.004%	Charged on MasterCard Gross Sales volume. See additional information under Payment Brand Charges in Section 5.
MC Digital Enablement / Card Not Present Fee	0.010%	Charged on MasterCard Card Not Present Gross Sales volume.
DI Network Authorization Fee	\$0.0025	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC Auth Access Fee – AVS Card Present	\$0.01	Charged by MasterCard when a merchant uses the Address Verification Service to validate a cardholder address
MC Auth Access Fee – AVS Card Not Present	\$0.01	
MC Auth Access Fee	\$0.005	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card Issuer is not available.
MC Card Validation Code 2 Fee	\$0.0025	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request
MC SecureCode Transaction Fee	\$0.03	Charged on MasterCard SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	\$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	\$0.03	
Visa Zero \$ Account Verification Fee	\$0.025	
MC Processing Integrity Fee	\$0.055	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner
Visa Misuse of Authorization Fee	\$0.048	
Visa Zero Floor Limit Fee	\$0.10	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee	\$0.10	Applies to Visa Debit & Prepaid transactions that do not meet qualification criteria for Custom Payment Service (CPS) categories
MC Cross Border Assessment Fee	0.60%	Charged by MasterCard, Visa and Discover on foreign bank issued cards
Visa International Service Assessment Fee	0.80%	
Discover International Service Fee	0.80%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards
Visa Interregional Acquiring Fee	0.45%	
Discover / JCB International Processing Fee	0.50%	

#### 5. Payment Brand Charges & Termination Fees

**Payment Brand Charges**  
 Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands.

These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

Please note that Chase Paymentech may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Charges. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Charges at any time in the future, upon notice to you. No such Payment Brand Charges will be imposed retroactively.

\* MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Chase Paymentech MasterCard-accepting merchants, a rate of 0.004% will be applied to all of your MasterCard gross sales transactions.

**Amount due upon Termination**  
 Chase Paymentech does not charge a fee for closing your merchant account; however, we may request that you reimburse us for the value of any promotional consideration provided to you, as further outlined in Section 10.2 of the Agreement.

#### 6. Legal Name & Authorized Signature

Legal Name must be the same as on the Merchant Application Section 1 (Legal Information)

City of Susanville, CA

\_\_\_\_\_

Legal Name of Business

Authorized Representative Signature: Must appear on Merchant Application Section 11

X \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Please ensure you have initialed Page 1



# Setup Disclosure Authorization Addendum

## Authorization to send data to a Third Party

NAPSL3RDPTY 20120816 V3.0

### 1. Merchant Information

Merchant Legal Name ( the "Merchant") City of Susanville, CA	Application ID 9364987	MID
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### 2. Third Party Information

Third Party Name (the "Third Party") Xpress Solutions Inc.			
Address 387 S 520 W Suite 110	City Lindon	State UT	Zip 84042

### 3. Terms and Conditions

THIS SETUP DISCLOSURE AUTHORIZATION ADDENDUM (the "Addendum") is entered into by and between **Paymentech, LLC**, a Delaware limited liability company ("Paymentech"), and Merchant as of the date signed by Merchant below.

- Effect.** This Addendum supplements, and is hereby incorporated into and made a part of, that certain Merchant Application and Agreement, dated effective as of \_\_\_\_\_, between Paymentech and Merchant (the "Merchant Agreement"). Except as otherwise defined herein, capitalized terms used herein shall have the meaning assigned to them in the Merchant Agreement. This Addendum shall supplement (and, as necessary, amend) the Merchant Agreement. Except to the extent they conflict with, or are inconsistent with, this Addendum, Merchant shall remain obligated to comply with all portions of the Merchant Agreement, including, without limitation, the Payment Brand Rules, and all schedules and attachments to the Merchant Agreement.
- Setup Disclosure Authorization.** Merchant is utilizing the services of the third-party supplier, vendor or VAR set forth above (the "Third Party"), and in connection with the services to be provided thereby, desires for Paymentech to provide the Third Party with certain information relating to Merchant's card processing account with Paymentech, including, but not limited to, confidential password and login information belonging to Merchant (the "Information"). Merchant understands and acknowledges that the misuse or unauthorized disclosure of the Information by the Third Party could allow unauthorized persons to access Merchant's account, conduct unauthorized transactions on Merchant's account, or otherwise cause Merchant substantial harm for which Paymentech shall not be responsible or liable. Merchant hereby authorizes Paymentech to disclose the Information to the Third Party, and hereby agrees to waive, release and hold harmless Paymentech from any and all claims existing now or arising hereafter, caused by, arising out of or in any way relating to such disclosure by Paymentech and/or any use, misuse or unauthorized disclosure of the Information by the Third Party or any other third party which may obtain such information directly (or indirectly through one or more intermediaries) from Merchant or the Third Party.
- Miscellaneous.** With exception of the Merchant Agreement, which is incorporated herein and made a part hereof by reference, this Addendum (including all schedules, riders and exhibits attached thereto) embodies the parties' final, complete and exclusive agreement with respect to the subject matter. This Addendum shall supersede all prior and contemporaneous agreements, understandings and representations, written or oral. Any waiver, amendment, or modification of this Addendum, or any of its terms, must be in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by either party of any breach of this Addendum shall be deemed a waiver of any other breach or any subsequent breach; nor shall such waiver affect either party's right thereafter to enforce any provision of this Addendum or to exercise any right or remedy in the event of any other default.

### 4. Signature

Name (please print):	Title
<hr/>	
X _____	_____
Signature	Date

**Internal Use Only:** Approved by Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A.

_____	_____	_____
Signature	Title	Date



**Purpose:** This form should be completed by the Sponsor (Merchant) and submitted to CheckFree prior to contract and/or Implementation.

Any or all of the following Merchant representatives should complete this form:

- Remittance/Billing Representative
- Accounts Receivable/Customer Database Representative
- Bill Processing Representative

**Profile**

City of Susanville GOING THRU XPRESS BILL PAY	
<b>CONTACT:</b> BJ Hubbard	<b>ORGANIZATION ID#:</b> 10451
<b>POSITION:</b> Account Tech II	<b>FEIN:</b> 94-6000439
<b>EMAIL:</b> <a href="mailto:bhubbard@cityofsusanville.org">bhubbard@cityofsusanville.org</a>	<b>WEB (IF ANY):</b> <a href="http://www.cityofsusanville.net">www.cityofsusanville.net</a>
<b>PHONE:</b> 530-252-5109	<b>FAX:</b> 530-257-4725

**Remittance Addresses**

66 N Lassen St	Susanville, CA	96130

**Billers Names (Any name or DBA printed on your remittance coupons)**

City of Susanville	Susanville	Susanville CA
City of Susanville Water	City of Susanville Sewer	City of Susanville Water and Sewer
City of Susanville Utilities	Susanville Water	Susanville Sewer
Susanville Water and Sewer	Susanville Utilities	Susanville CA Water
Susanville CA Sewer	Susanville CA Water and Sewer	Susanville CA Utilities
Diamond Mountain Golf Course	Diamond Mountain	Diamond Mountain GC
DMGC	Emerson Lake Golf Course	EMLGC
Emerson Lake GC	Emerson Lake	Susanville Golf

**Default Remittance Address**

66 N Lassen St	Susanville, CA	96130
**REVERSALS – CKFR FILE TO XPRESS BILLPAY		

**Account Number Information**

How many characters are in the account number? **1-22 Alphanumeric**

Does anything need to be removed from the account number (e.g. dashes, spaces, etc...)?  Yes  No  
 If yes, please explain: **Decimals**

Does the account number have logic associated with it to help in identifying products, locations, etc...?  Yes  No  
 If yes, please explain: **Route Numbers**

Is the account number clearly and completely visible to the customer on the bill?  Yes  No

Are there edit or mod checks associated with the account number?  Yes  No  
 If yes, please attach a copy of the mod calculation.

Are the account numbers static or do they change frequently? **Static**  
 If they change, what action can make it change?

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

**Action Date:** June 1, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Loans Receivable Write-Offs

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

**SUMMARY:** The City of Susanville has been issuing loans to qualified applicants under federal housing guidelines for such activities as weatherization, first-time homebuyers, housing rehabilitation and business assistance and façade improvement. These programs use Community Development Block Grant (CDBG) and HOME Investment Partnership Program funding. Depending on the guidelines for each program income award, these loans are either deferred for a specific period of time or repayments are implemented according to an amortization schedule.

These programs are designed to assist income qualified applicants and from time to time, these applicants have their properties foreclosed by the primary lender or as a result of bankruptcy. Typically the City is notified by the courts for bankruptcy proceedings and by the County if the property is being sold for back taxes, however the City is not always notified if the primary lender is foreclosing on the property. The City is currently researching solutions to this problem. Both CDBG and HOME programs allow for losses due to foreclosure or bankruptcy to be written off or in the instance of foreclosure, they City may pay off the first lenders mortgage and assume the responsibilities of primary lender. Federal housing guidelines do not allow the use of program income to pay off the first lender, therefore the City would need to use its own funds to accomplish this task.

The attached list comprises loans that need to be written off due to foreclosures, debt discharge through bankruptcy proceedings or business closure.

Since 2002, they City has issued 63 loans and twenty-four of these loans have been paid off. One loan was written off in 2011 (\$10,000). In 2016, the City has added four new loans to bring the total outstanding loans on the City's loan portfolio to 43 with a value of \$1.7 million. Staff is requesting the Council to approve the write-off of the attached 7 loans.

**FISCAL IMPACT:** Unrealized return of \$202,458 in program income.

**ACTION REQUESTED:** Motion to approve Loans Receivable Write-Offs

**ATTACHMENTS:** Loan Portfolio Write-Offs

LOAN PORTFOLIO WRITE-OFFS 5/24/16

**CDBG Program**

		<b>Issued</b>	
9 Upland	\$4,200.00	1980	Foreclosure 2014

**First Time Home Buyer**

625 Randolph	\$81,960.55	2009	Foreclosure 2014
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1409 Riverside	\$5,700.00	2009	Foreclosure 2015
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**EDBG Business Assistance Loan**

\$50,000.00	2006	Business closed in 2008. Recipient moved from area in 2010. Unable to locate
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**HOME Program**

735 Pearl Circle	\$5,598.00	2002	Foreclosure 2014. Transfer of property in 2015
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335 Martha	\$20,000.00	2000	Chapter 7 Bankruptcy - Debt discharged 8/15/15
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712 Plumas	\$35,000.00	2005	Foreclosure 2015
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\$202,458.55

Reviewed by:     City Administrator  
    City Attorney

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

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

**Action Date:** June 1, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Monthly Golf Course Update

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

**SUMMARY:** Attached for Council's review is the monthly report of revenues, expenses and cash balances for the golf course for November 2015 through April 2016.

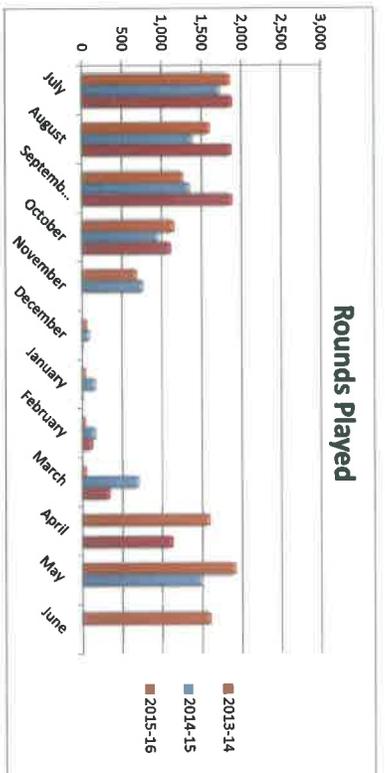
**FISCAL IMPACT:** None

**ACTION REQUESTED:** Information only.

**ATTACHMENTS:** Monthly golf course report

**GOLF SEASON IS APRIL-OCTOBER**

Rounds Played	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	2,484	2,744	2,432	2,076	2,157	1,862	1,738	1,888
August	2,322	2,435	2,400	1,740	1,636	1,609	1,398	1,880
September	1,817	1,866	1,792	1,357	1,516	1,277	1,363	1,886
October	1,601	1,401	1,215	1,098	1,267	1,163	965	1,117
November	1,103	895	741	557	473	697	777	15
December	368	61	0	0	22	66	106	20
January	0	0	0	0	41	48	183	134
February	0	0	0	0	41	41	182	349
March	0	0	0	564	483	56	717	1,138
April	1,840	1,270	1,122	1,672	1,412	1,599	*1,275	1,138
May	2,244	1,953	1,378	1,719	1,654	1,923	1,514	
June	2,511	2,446	1,564	1,859	1,545	1,613	1,831	
	16,290	15,071	12,644	12,642	12,251	11,954	8,943	8,427

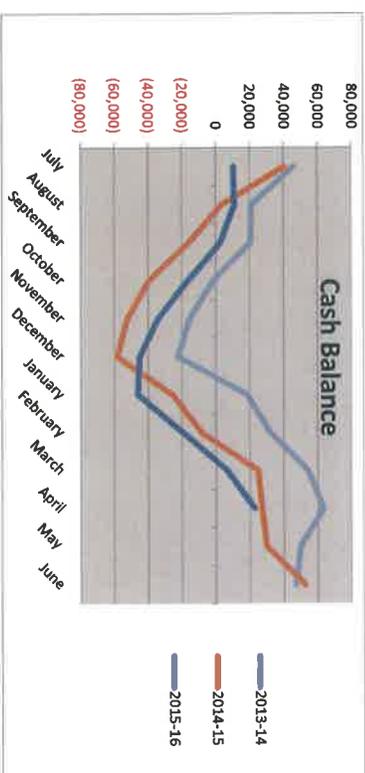


Winter Play does not include rounds played for annual members.

\* Golf Course Manager unable to verify rounds played due to computer software malfunction.

Cash Balance (\$)	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	4,754	(8,769)	(63,595)	(164,703)	(185,431)	46,316	40,244	10,656
August	3,746	(35,641)	(65,521)	(155,126)	(193,199)	21,223	3,187	11,290
September	2,707	(36,478)	(67,531)	(183,151)	(200,453)	20,658	(16,159)	2,908
October	1,482	(37,982)	(86,305)	(211,381)	(210,085)	(1,610)	(39,909)	(16,418)
November	400	(39,213)	(170,911)	(235,502)	(219,836)	(15,142)	(52,457)	(33,946)
December	(556)	(40,450)	(182,084)	(251,904)	(231,686)	(22,109)	(58,501)	(45,052)
January	(1,558)	(41,603)	(189,022)	(260,560)	(242,035)	18,530	(25,397)	(45,959)
February	(2,545)	(43,794)	(194,031)	(265,072)	(3,943)	31,973	(8,634)	(19,234)
March	(3,546)	(45,957)	(207,205)	(197,719)	48,766	54,233	24,611	6,820
April	(4,558)	(49,075)	(139,980)	(188,001)	74,261	63,514	26,858	22,910
May	(5,844)	(53,577)	(163,433)	(185,079)	59,882	49,830	29,518	
June	(6,265)	(61,696)	(174,529)	(184,109)	46,510	47,143	52,328	

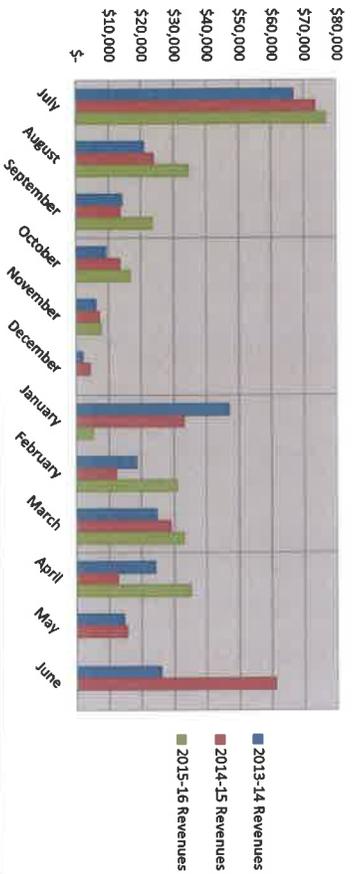
(1) - General Fund transferred in \$244,886 to remove negative cash



**GOLF COURSE  
Revenue (\$)**

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	Revenues \$ 2,284	Revenues \$ 55,333	Revenues \$ 78,704	Revenues \$ 66,861	Revenues \$ 73,478	Revenues \$ 76,998
August	\$ 2,286	\$ 40,342	\$ 28,151	\$ 20,948	\$ 23,906	\$ 34,678
September	\$ 2,286	\$ 22,355	\$ 16,907	\$ 14,243	\$ 13,563	\$ 23,559
October	\$ 13,147	\$ 14,270	\$ 18,531	\$ 9,281	\$ 13,443	\$ 16,780
November	\$ 10,151	\$ 11,739	\$ 9,340	\$ 6,097	\$ 7,190	\$ 7,772
December	\$ 445	\$ 1,315	\$ 2,541	\$ 2,031	\$ 4,372	\$ 5
January	\$ 175	\$ -	\$ 627	\$ 46,874	\$ 32,962	\$ 5,290
February	\$ 1,504	\$ 771	\$ 8,479	\$ 18,544	\$ 12,215	\$ 30,997
March	\$ 7,256	\$ 71,957	\$ 52,973	\$ 24,741	\$ 28,803	\$ 32,949
April	\$ 89,414	\$ 27,191	\$ 34,671	\$ 24,241	\$ 12,655	\$ 35,048
May	\$ 38,039	\$ 30,147	\$ 17,400	\$ 14,632	\$ 15,488	
June	\$ 21,516	\$ 45,843	\$ 25,172	\$ 25,829	\$ 60,973	
	\$ 188,503	\$ 321,262	\$ 293,494	\$ 274,322	\$ 299,048	\$ 264,076

**Golfing Revenues**



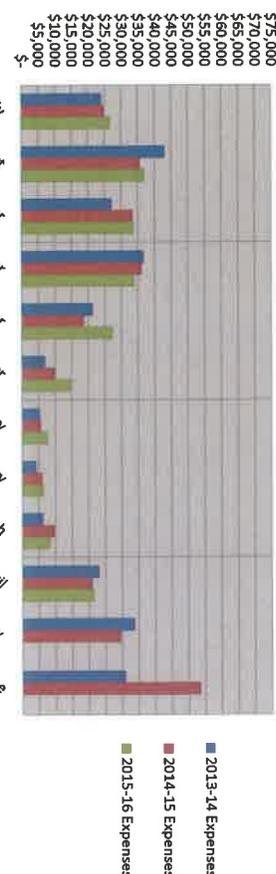
**Expenses (\$)**

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
July	Expenses \$ 8,495	Expenses \$ 33,627	Expenses \$ 36,737	Expenses \$ 24,054	Expenses \$ 24,593	Expenses \$ 26,790
August	\$ 3,970	\$ 71,919	\$ 58,916	\$ 42,984	\$ 35,518	\$ 36,961
September	\$ 11,204	\$ 51,818	\$ 31,511	\$ 27,049	\$ 33,330	\$ 33,660
October	\$ 47,590	\$ 47,451	\$ 35,092	\$ 36,693	\$ 35,939	\$ 33,758
November	\$ 34,276	\$ 54,972	\$ 29,001	\$ 21,353	\$ 18,556	\$ 27,341
December	\$ 19,451	\$ 22,233	\$ 17,629	\$ 6,914	\$ 9,723	\$ 14,683
January	\$ (3,769)	\$ 14,766	\$ 15,224	\$ 5,311	\$ 5,484	\$ 7,588
February	\$ 15,222	\$ 15,038	\$ 25,556	\$ 4,144	\$ 5,861	\$ 6,376
March	\$ 24,881	\$ 25,361	\$ 12,940	\$ 6,208	\$ 9,580	\$ 8,322
April	\$ 29,967	\$ 35,536	\$ 22,179	\$ 22,989	\$ 20,917	\$ 21,600
May	\$ 31,809	\$ 39,833	\$ 46,152	\$ 33,686	\$ 29,452	
June	\$ 87,589	\$ 33,799	\$ 60,118	\$ 30,895	\$ 53,327	
	\$ 310,685	\$ 442,570	\$ 391,057	\$ 262,280	\$ 282,280	\$ 16,768
Net Profit(Loss)	(122,182)	(121,308)	(97,563)	12,042	282,280	217,079

\* Expense higher due to pump maintenance.

(1) Revenue numbers changed for annual amounts due in this fiscal year.

**Golfing Expenses**



GOLF COURSE RESTAURANT

Revenues

July
August
September
October
November
December
January
February
March
April
May
June

2012-13			2013-14		
Revenues	Expenses	Net Profit(Loss)	Revenues	Expenses	Net Profit(Loss)
\$ 5,200	\$ 9,478	(9,478)	\$ 8,783	\$ 9,078	(295)
\$ 7,047	\$ 7,298	(2,098)	\$ 5,594	\$ 13,999	(8,406)
\$ 8,632	\$ 5,928	1,118	\$ 7,767	\$ 5,924	1,843
\$ 20,878	\$ 16,138	(7,506)	\$ 4,097	\$ 7,101	(3,005)
			\$ 2,411	\$ 3,261	(851)
			\$ 59,994	\$ 88,194	(28,200)

2014-15		
Revenues	Expenses	Net Profit(Loss)
\$ 9,328	\$ 10,493	(1,165)
\$ 10,671	\$ 19,642	(8,971)
\$ 10,204	\$ 18,853	(8,649)
\$ 8,645	\$ 11,004	(2,359)
\$ 3,512	\$ 5,218	(1,706)
\$ 3,757	\$ 4,730	(972)
\$ 10,754	\$ 13,156	(2,402)
\$ 16,253	\$ 20,809	(4,555)
\$ 73,125	\$ 103,904	(30,779)

2015-16

July
August
September
October
November
December
January
February
March
April
May
June

Revenues	Expenses	Net Profit(Loss)
\$ 10,644	\$ 10,935	(291)
\$ 16,198	\$ 17,875	(1,677)
\$ 7,628	\$ 11,322	(3,694)
\$ 126	\$ 3,268	(3,142)
\$ -	\$ 241	(241)
\$ 34,595	\$ 43,641	(9,046)