
CITY OF SUSANVILLE
66 North Lassen Street ♦ Susanville CA
Kathie Garnier, Mayor
Joseph Franco, Mayor pro tem
Mendy Schuster * Kevin Stafford * Brian R. Wilson

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

Susanville City Council
Regular Meeting ♦ City Council Chambers
November 15, 2017 – 6:00 p.m.

Call meeting to order

Roll call of Councilmembers present

Next Resolution No. 17-5458

Next Ordinance No. 17-1012

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

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any): Any person may address the Council at this time upon any subject for discussion during Closed Session.

3 CLOSED SESSION:

A CONFERENCE WITH LABOR NEGOTIATORS – pursuant to Government Code Section §54957.6

1 Agency Negotiator: Dan Newton
 Bargaining Unit: Firefighters

B CONFERENCE WITH LEGAL COUNSEL - pursuant to Government Code Section 54956.9: Existing litigation (2)

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: Daniel Gibbs*
- *Proclamations, awards or presentations by the City Council:*

5 BUSINESS FROM THE FLOOR:

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

6 **CONSENT CALENDAR:**

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

- A Approve minutes from the City Council's October 4, 2017 meeting
- B Approve vendor warrants numbered 101653 through 101779 for a total of \$405,696.41 including \$102,386.24 in payroll warrants

7 **PUBLIC HEARINGS:**

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

- A Consider **Resolution No. 17-5436** approving Cooperative Agreement with Susanville Indian Rancheria Housing Authority
- B Consider **Resolution No. 17-5451** approving the release of Skyline/Highway 139 Traffic Signal Mitigation Fees to Lassen County for reimbursement of local funds expended during the Skyline Road East construction project
- C Consider **Resolution No. 17-5452** authorizing the Interim City Administrator to execute an agreement with Mike Engman Company for completing emergency road repair work at the Bagwell and Cady Springs sites and amending the Public Works Water Operations budget accordingly
- D Consider **Resolution No. 17-5453** authorizing the Interim City Administrator to execute an agreement with Crazy J's Concrete Inc. for repair to the easterly retaining wall in Pancera Plaza on South Gay Street and amending the Public Works Streets budget accordingly
- E Consider **Resolution No. 17-5455** approving and authorizing signatories on the City of Susanville Local Agency Investment Fund (LAIF) account
- F Consider **Resolution No. 17-5456** terminating Hangar #13 Land Lease Agreement with Virgil Buechler and authorizing execution of Ground Lease Agreement with Paul Clark for Hangar #13
- G Consider **Resolution No. 17-5454** granting subpoena power in matters under the jurisdiction of the City Council

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 Bank of America Parking Lot Report

14 **COUNCIL ITEMS:**

- A AB1234 travel reports:

15 **ADJOURNMENT:**

- *The next regular City Council meeting will be held on December 6, 2017 at 6:00 p.m.*

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

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

I, Gwenna MacDonald, certify that I caused to be posted notice of the regular meeting scheduled for November 15, 2017 in the areas designated on November 9, 2017.



Gwenna MacDonald, City Clerk

Reviewed by: *D* Interim City Administrator
 City Attorney

 X Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Gwenna MacDonald, City Clerk

Action Date: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's October 4, 2017 meeting

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's October 4, 2017 meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's October 4, 2017 meeting.

ATTACHMENTS: Minutes: October 4, 2017

SUSANVILLE CITY COUNCIL
Regular Meeting Minutes
October 4, 2017– 6:00 p.m.

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

Roll call of Councilmembers present: Brian Wilson, Kevin Stafford, Mendy Schuster, Mayor pro tem Franco and Kathie Garnier.

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

1 APPROVAL OF AGENDA:

Mr. Hancock requested the removal of Item 9K and noted that a revised Item 9I has been provided for the Council and public.

Motion by Mayor pro tem Franco, second by Councilmember Wilson, to approve the agenda as amended; motion carried unanimously. Franco, Wilson, Stafford, Schuster and Garnier.

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS:

Mayor Garnier noted that public comment regarding an item not related to Closed Session would be permitted.

Ron Wood, representing the VFW, discussed activities sponsored by the local Veterans of Foreign Wars, including a monthly breakfast that helps provide funding to support community youth activities. He discussed the upcoming Veterans Day Parade and requested that the City Council present a proclamation in honor of Veterans Day.

3 CLOSED SESSION: At 6:06 p.m. the Council entered into Closed Session to discuss the following:

- A PUBLIC EMPLOYMENT – pursuant to Government Code §54957
 - 1 City Administrator – Approve final draft of job recruitment flyer and final draft of job announcement
 - 2 Approved Position List
 - 3 Interim City Administrator Agreement
 - 4 Administrative Consulting Services Agreement

At 7:05 p.m. the City Council recessed Closed Session.

4 RETURN TO OPEN SESSION:

At 7:06 p.m. the City Council reconvened in Open Session.

Staff present: Jared G. Hancock, City Administrator; Jessica Ryan, City Attorney; James Moore, Fire Chief; Dan Newton, Public Works Director; John King, Police Chief; Deborah Savage, Finance Manager and Gwenna MacDonald, City Clerk.

Mr. Hancock reported that prior to Closed Session, the City Council approved the agenda with the removal of Item 9K and a revised Item 9I. The City Council met in Closed Session and the City Council gave direction but there was no reportable action.

Mayor Garnier offered the Thought of the Day.

5 BUSINESS FROM THE FLOOR: No comments.

Councilmember Schuster requested that the Council vote separately on the Consent Calendar Items.

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

- A Approve minutes from the City Council's September 6 and 8, 2017 meetings
- B Approve vendor warrants numbered 101273 through 101450 for a total of \$1,088,591.69 including \$254,865.10 in payroll warrants
- C Receive and file Finance Reports: August 2017

Councilmember Schuster requested that the minutes from September 6, 2017 be revised to include a paragraph regarding her statement asking that the City Council be provided the results of the survey that is to be conducted to determine the condition of the trees at Riverside Park.

Motion by Mayor pro tem Franco, second by Councilmember Schuster, to approve Item 6A; motion carried unanimously. Ayes: Franco, Schuster, Wilson, Stafford and Garnier.

Councilmember Schuster requested clarification of an item on page 10 of Item 6B payable to Andrew Petrow in the amount of \$20,647 in payment of professional services.

Chief Moore responded that Mr. Petrow is the consultant utilized to prepare the local Hazard Mitigation Plan, and the cost is grant funded.

Motion by Councilmember Wilson, second by Mayor pro tem Franco, to approve Item 6B; motion carried unanimously. Ayes: Wilson, Franco, Stafford, Schuster and Garnier.

Motion by Mayor pro tem Franco, second by Councilmember Stafford, to approve Item 6C; motion carried unanimously. Ayes: Franco, Stafford, Wilson, Schuster and Garnier.

7 PUBLIC HEARINGS:

- A Consideration of **Resolution No. 17-5418 to 17-5428** authorizing Weed and Rubbish assessment and lien against certain real properties located within the City of Susanville:
 - Resolution No. 17-5418 * APN 105-232-09: 136 S. Fairfield
 - Resolution No. 17-5419 * APN 105-050-11: 1615 Fifth Street
 - Resolution No. 17-5420 * APN 103-250-39: 50 Harris Drive
 - Resolution No. 17-5421 * APN 107-090-19: 350 Limoneria
 - Resolution No. 17-5422 * APN 103-231-08: 1116 Mark Street
 - Resolution No. 17-5423 * APN 105-164-01: 57 N. McDow Street
 - Resolution No. 17-5425 * APN 107-171-25: 738 & 740 Plumas Street
 - Resolution No. 17-5426 * APN 105-301-02: Riverside/Laurel

Mr. Hancock explained the process that is set forth in Chapter 8.28 of the Susanville Municipal code to abate properties due to fire hazard and rubbish nuisances. In addition to the cost of hiring a contractor to abate the property, a \$200 administrative fee has been charged to each property owner to recover the cost of compliance with notification procedures and public hearing processes. The total cost to the City's code enforcement budget in the amount of \$5,580.00

At 7:12 p.m. Mayor Garnier opened the public hearing and requested comments.

Darrell Comier, owner of 1116 Mark Street, spoke to the Council regarding his property, the back taxes and payment that he owns and the financial difficulty that he has in making the payment. He explained that his grandparents owned the home, and his mother inherited the property upon their passing. He found out after his mother passed away that she had not paid the property taxes and that at some point along the way, the City had removed the house. He stated that he was not aware of past abatement activity at the house, and that he had not been notified. Mr. Comier concluded that it would be a hardship to add an additional lien on the property at this time.

Chief Moore explained the notification procedures that are followed prior to hiring a contractor to perform weed and rubbish abatements. The contact information for the property owners is obtained from the Tax Assessor's office and this particular property has been on the abatement list a number of times in the past.

Mayor pro tem Franco stated that he is familiar with the property and it was vacant and had been the site of a fire. There were a few abandoned trailers on the property and generally had become a nuisance that attracted kids and questionable activity. The removal of the burned structure and rubbish had been necessary.

Mr. Comier talked about the delinquent taxes which are approximately \$8,000, and he needs to be able to come up with about half of that amount in order to keep the County from foreclosing on the property.

Councilmember Wilson suggested removing 1116 Mark Street from consideration of the properties listed for the current discussion.

It was the consensus to remove the property from consideration and to ensure that staff has the correct contact information for Mr. Comier so they could follow up with him to discuss options.

There being no further comments, Mayor Garnier closed the public hearing at 7:28 p.m.

Councilmember Wilson requested that Ms. Savage briefly explain the process to collect the costs that are assessed, particularly on the properties that are abated on a repeat basis.

Ms. Savage explained that the City approves a lien on the property which must be paid if the property sells. In addition, the Susanville Municipal Code provides that the lien may be filed with the Lassen County Auditor and be placed on the tax roll. At that point, it becomes due and payable with the property taxes.

Motion by Councilmember Wilson, second by Mayor pro tem Franco, to approve Resolution No. 17-5418, 17-5419, 17-5420, 17-5421, 17-5423, 17-5425 and 17-5426; motion carried unanimously. Ayes: Wilson, Franco, Stafford, Schuster and Garnier.

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

9 **NEW BUSINESS:**

9A **Consider Resolution No. 17-5416 authorizing a street closure in support of the Annual Lassen Land & Trails Trust, Rails to Trails Festival and Handcar Races on October 7, 2017, 8:00 a.m. to 4:00 p.m.** Mr. Newton reported that the Lassen Land and Trails Trust in partnership with the Lassen County Chamber of Commerce has requested City Council assistance with a street closure in support of the Annual Rails to Trails Festival. The event would require the closure of Richmond Road between Cypress Street and North Railroad Avenue on Saturday, October 7, 2017 from 8:00 a.m. and 4:00 p.m. The estimated cost for the support is \$690.00.

Motion by Councilmember Stafford, second by Councilmember Wilson, to approve Resolution No. 17-5416; motion carried unanimously. Ayes: Stafford, Wilson, Schuster, Franco and Garnier.

9B **Consider Resolution No. 17-5429 supporting Veterans of Foreign Wars Annual Veterans Day Parade on Saturday, November 11, 2017, and authorizing the Public Works Director to submit an application for a Caltrans encroachment permit for the event** Mr. Newton explained that this item involves another street closure request by the Veterans of Foreign Wars for the Annual VFW Parade. The event requires a closure of Main Street from Fair Drive to the Veterans Memorial Building on Saturday, November 11, 2017 from 11:00 to 12:00 p.m. CalTrans requires that the City obtain an encroachment permit, and they waive the permit fees. The estimated cost for supporting the closure involves personnel from Public Works and the Police Department at an estimated cost of \$2,675.00.

Motion by Councilmember Stafford, second by Councilmember Schuster, to approve Resolution No. 17-5429; motion carried unanimously. Ayes: Stafford, Schuster, Wilson, Franco and Garnier.

9C **Consider Resolution No. 17-5430 authoring increase in out of area fires budget** Chief Moore explained that the California OES Engine 8335 has been deployed for out of area fires since July 8, 2017, with 9 personnel on six separate fires. The City is reimbursed by the State for providing this support, and it is estimated that the revenue for 2017/2018 out of area fires will exceed the current budgeted amount of \$150,000. Due to the number of incidents, it is recommended to increase the revenue and expense to \$230,000 in revenue and \$200,000 in expense.

Councilmember Wilson asked if the City has sent other equipment to support out of area fires.

Chief Moore responded that the City has rented out the engine at one point, but has not sent other equipment, due to staffing shortages.

Motion by Councilmember Stafford, second by Mayor pro tem Franco, to approve Resolution No. 17-5430; motion carried unanimously. Ayes: Stafford, Franco, Wilson, Schuster and Garnier.

9D **Consider Resolution No. 17-5431 approving and authorizing City Administrator to execute 5-year agreement for banking services with Tri-Counties Bank** Ms. Savage reported that the City circulated an RFP for banking services due to the upcoming closure of the Bank of America. The City received one proposal from Tri-Counties bank which provides for a savings of \$9,600 per year in banking fees, and she explained the other services that are offered through the contract for banking services. Tri-Counties Bank represents other cities as well as Chico State University, so they are prepared for the

volume of business. Ms. Savage added that the City Council could either accept the Proposal and award a contract for five years, or circulate the RFP in an attempt to solicit additional proposals.

BJ Hubbard, Assistant Manager, greeted the Council and thanked them for consideration, adding that Tri-Counties bank would be very happy to serve the City of Susanville.

Motion by Mayor pro tem Franco, second by Councilmember Stafford, to approve Resolution No. 17-5431; motion carried unanimously. Ayes: Franco, Stafford, Wilson, Schuster and Garnier.

9E Consider Resolution No. 17-5432 approving appointment of representatives to the Small Cities Organized Risk Effort (SCORE) Board of Directors Mr. Hancock explained that the City is part of a self-insured risk pool, and the group conducts quarterly meetings and one annual 2-day meeting. With recent changes in Administration, it is necessary for the City to appoint a new representative to the Board. Typically it is the City Manager or Finance Manager, so it is staff's recommendation that Mr. Newton be appointed as representative, and Ms. Savage be appointed as the alternate.

Motion by Councilmember Stafford, second by Mayor pro tem Franco, to approve Resolution No. 17-5432; motion carried unanimously. Ayes: Stafford, Franco, Wilson, Schuster and Garnier.

9F Consider the option to purchase Hangar #9A at the Susanville Municipal Airport Mr. Hancock explained that the owner of Hangar 9A at the Susanville Municipal Airport has expressed a desire to sell their hangar, and the City has the right of first refusal. The City has not expressed any interest in purchasing hangars and it is recommended that the City refuse the right to purchase.

Motion by Councilmember Stafford, second by Councilmember Schuster, to decline the offer to purchase; motion carried unanimously. Ayes: Stafford, Schuster, Wilson, Franco and Garnier.

9G Consider the option to purchase Hangar #13 at the Susanville Municipal Airport Mr. Hancock explained that the owner of Hangar #13 has received an offer to purchase for \$25,000, and the City has the right of first refusal. It is recommended that the City decline the offer at this time.

Motion by Mayor pro tem Franco, second by Councilmember Wilson, to decline the offer to purchase; motion carried unanimously. Ayes: Franco, Wilson, Stafford, Schuster and Garnier.

9H Consider Resolution No. 17-5433 authorizing execution of an Airport Hangar Space Lease Agreement for Hangar #14 at the Susanville Municipal Airport Mr. Hancock explained that the City owns Hangar #14 is interested in leasing one of three portions of the Hangar at the airport, beginning October 5, 2017. The lease would be on a month to month basis.

Motion by Mayor pro tem Franco, second by Councilmember Stafford, to approve Resolution 17-5433; motion carried unanimously. Ayes: Franco, Stafford, Wilson, Schuster and Garnier.

9I Consider Resolution No. 17-5434 authorizing the Public Works Director to Submit a proposed list for street maintenance and rehabilitation projects per the Road Repair and Accountability Act of 2017 also known as Senate Bill 1 Mr. Newton reported that the State requires local agencies to submit a project list by October 16, 2017 to receive funds that may be available under the Road Maintenance and Rehabilitation Account (RMRA) which is associated with SB1. The funding available for pavement work to the City is estimated to be \$101,402 in fiscal year 2017/2018 and \$304,189

in fiscal year 2018/2019. These, along with projected Highway Users Tax (HUTA) funds for each fiscal year are attached for reference.

Mr. Newton reviewed the proposed list of streets within the City that staff is recommending be prioritized for various types of maintenance and rehabilitation which includes fog seal for recently paved streets; crack sealing for streets in good condition but exhibiting signs of transverse cracking; and slurry seals which provide a thicker seal coat for streets paved between 5-10 years ago and remain in good condition. Many streets proposed for maintenance will receive a combination of crack sealing and slurry depending on the frequency and severity of the cracks. Others may only receive fog or slurry seal depending their condition.

Mr. Newton described the value of focusing on a regular maintenance program to preserve the initial investment of a street overly. Once the condition of the pavement falls below a certain level, it becomes progressively more expensive to rehabilitate. Streets overlaid or reconstructed are considered to have a pavement condition, or PCI, of 100. Over the years, the value diminishes as use, neglect, and minimal maintenance occur. The State estimated in 2016 that the County's road system, including City streets, had an overall PC of 61 to 71. The streets that are not suitable for maintenance and are more appropriate for overlay have been placed on a 2018 STIP project list, and will be programmed with the State for the next cycle of pavement rehab projects anticipated next year.

Mr. Newton concluded by stating that the RMRA list is tentative, subject to Council revision and adjustment, depending on cost estimates. A Maintenance of Effort (MOE) program is required to receive any funds from SB1 that can be used to provide street maintenance in the City.

The estimated MOE match required of the City is \$223,148, which is based upon a three year average of the City's maintenance program expenditures for the fiscal years 2009 through 2012. Staff is currently negotiating with the State to reduce this amount. One challenge in meeting the Maintenance of Effort program is that the State does not want agencies to stop spending General Fund money on Streets, and there is an expectation that the City will continue to spend General Fund money. Mr. Newton clarified that the 2018 STIP overlay projects will be funded with State and Federal Funds, and no local match funds are required for those projects. Approval of the list is not a commitment and staff would be required to bring back a plan to Council for completion of the work.

There was a general discussion regarding the condition of various streets throughout the City, and the effort to meet the Maintenance of Effort requirements established by the State, and the deadlines for approving the list of streets, and process to budget the funds but delay expenditure until the City is able to meet the MOE requirements.

Mr. Newton added that for the past few years, the City has not moved any General Fund money to streets, however equipment costs are considered to be a General Fund contribution. If the State sends the money, it is recommended to not expend any funds until the City can meet the maintenance of effort requirement.

Motion by Mayor pro tem Franco, second by Councilmember Stafford, to approve Resolution No. 17-5434; motion carried unanimously. Ayes: Franco, Stafford, Wilson, Schuster and Garnier.

9J Consider Resolution No. 17-5435 authorizing execution of agreement with Jared G. Hancock for consulting services Mr. Hancock reported that the agreement has been reviewed, and

there have been amendments requested, including the removal of the word from in Section 2, and removal of City Attorney as assigning work that it would be limited to the City Administrator or Interim City Administrator, and to amend the word pace with place.

Motion by Mayor pro tem Franco, second by Councilmember Wilson, to approve Resolution No. 17-5435; motion carried by polled vote. Ayes: Franco, Wilson and Garnier. No: Councilmember Stafford and Schuster.

9K Consider Resolution No. 17-5436 approving Cooperative Agreement Susanville Indian Rancheria Housing Authority – Removed from consideration.

9L Consider Resolution No. 17-5437 approving agreement for Interim City Administrator services with Dan Newton Mr. Hancock explained that there are no proposed changes to the agreement for Interim City Administrator services with Dan Newton.

Motion by Councilmember Wilson, second by Councilmember Stafford, to approve Resolution No. 17-5437; motion carried unanimously. Ayes: Wilson, Stafford, Franco, Schuster and Garnier.

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

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

12 **CONTINUING BUSINESS:** No business.

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

14 **COUNCIL ITEMS:**

14A **AB1234 travel reports:**

Mayor Garnier thanked Mr. Hancock for all of his hard work and dedication to the City of Susanville.

15 **ADJOURNMENT:**

Kathie Garnier, Mayor

Respectfully submitted by

Gwenna MacDonald, City Clerk

Approved on: _____

AGENDA ITEM NO. 6B

Reviewed by: D Interim City Administrator
 City Attorney

 X Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Deborah Savage, Finance Manager

Action Date: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated October 20, 2017, through November 3, 2017 numbered 101653 through 101779.

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$ 303,310.17 plus \$ 102,386.24 in payroll warrants, for a total of \$ 405,696.41.

ACTION REQUESTED: Motion to receive and file.

ATTACHMENTS: Payments by vendor and transmittal check registers.

Report Criteria:

Transmittal checks included

[Report].Check Number = 705-711,101660-101668

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
10/06/2017	CDPT	10/24/2017	705	AFLAC	14	8403-2239-0	343.16-
10/06/2017	CDPT	10/24/2017	705	AFLAC	14	7650-2203-0	52.39-
10/20/2017	CDPT	10/24/2017	705	AFLAC	14	1000-417-10-	.03
10/20/2017	CDPT	10/24/2017	705	AFLAC	14	8403-2239-0	343.16-
10/20/2017	CDPT	10/24/2017	705	AFLAC	14	7650-2203-0	52.39-
10/20/2017	CDPT	10/24/2017	706	CITY OF SUSANVILLE PA	1	7650-2203-1	6,604.33-
10/20/2017	CDPT	10/24/2017	706	CITY OF SUSANVILLE PA	1	7650-2203-1	6,604.33-
10/20/2017	CDPT	10/24/2017	706	CITY OF SUSANVILLE PA	1	7650-2203-1	2,120.46-
10/20/2017	CDPT	10/24/2017	706	CITY OF SUSANVILLE PA	1	7650-2203-1	2,120.46-
10/20/2017	CDPT	10/24/2017	706	CITY OF SUSANVILLE PA	1	7650-2203-1	15,517.88-
10/20/2017	CDPT	10/24/2017	707	EMPLOYMENT DEV. DEP	6	7650-2203-1	4,401.71-
10/20/2017	CDPT	10/24/2017	708	EMPLOYMENT DEV DEP	7	7650-2203-1	1,190.36-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	.56
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	2,731.81-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	1,960.61-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	1,235.92-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	2,124.43-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	967.08-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	1,509.49-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	65.52-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	92.63-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	85.45-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	1,650.88-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	1,725.66-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	1,747.30-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	1,821.74-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	465.63-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	485.47-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	14.00-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	3,083.88-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	969.71-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	1,533.40-
10/20/2017	CDPT	10/25/2017	709	P.E.R.S.	8	7650-2203-1	24.00-
10/06/2017	CDPT	10/25/2017	710	LABORERS TRUST FUND	9	7650-2203-1	859.50-
10/20/2017	CDPT	10/25/2017	710	LABORERS TRUST FUND	9	7650-2203-1	959.50-
10/20/2017	CDPT	10/25/2017	710	LABORERS TRUST FUND	9	7650-2203-1	64,417.00-
10/20/2017	CDPT	10/26/2017	711	LINCOLN FINANCIAL LIF	22	1000-421-10-	5.94-
10/20/2017	CDPT	10/26/2017	711	LINCOLN FINANCIAL LIF	22	7650-2203-1	145.55-
10/20/2017	CDPT	10/26/2017	711	LINCOLN FINANCIAL LIF	22	7650-2203-1	137.56-
10/20/2017	CDPT	10/25/2017	101660	CA STATE DISBURSEME	37	7650-2203-0	69.23-
10/06/2017	CDPT	10/25/2017	101661	GOLDEN ONE CREDIT U	12	7650-2203-0	513.50-
10/20/2017	CDPT	10/25/2017	101661	GOLDEN ONE CREDIT U	12	7650-2203-0	513.50-
10/20/2017	CDPT	10/25/2017	101662	NATIONWIDE RETIREME	5	7650-2203-0	835.00-
10/06/2017	CDPT	10/25/2017	101663	NEW IMAGE RACQUETB	30	7650-2203-0	60.50-
10/20/2017	CDPT	10/25/2017	101663	NEW IMAGE RACQUETB	30	7650-2203-0	60.50-
10/06/2017	CDPT	10/25/2017	101664	OPERATING ENGINEERS	11	7650-2203-0	621.00-
10/20/2017	CDPT	10/25/2017	101664	OPERATING ENGINEERS	11	7650-2203-0	1.00-
10/20/2017	CDPT	10/25/2017	101664	OPERATING ENGINEERS	11	7650-2203-0	621.00-
10/06/2017	CDPT	10/25/2017	101665	PRE-PAID LEGAL SERVI	13	7650-2203-0	288.65-
10/20/2017	CDPT	10/25/2017	101665	PRE-PAID LEGAL SERVI	13	7650-2203-0	288.65-
10/20/2017	CDPT	10/25/2017	101666	UPEC, LOCAL 792	10	7650-2203-1	2,002.00-
10/20/2017	CDPT	10/25/2017	101667	VALIC	4	7650-2203-0	1,578.08-
10/20/2017	CDPT	10/25/2017	101668	VANTAGEPOINT TRANS.	3	7650-2203-0	62.00-

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			<u>53</u>				<u>137,684.31-</u>

Report Criteria:

Transmittal checks included

[Report].Check Number = 705-711,101660-101668

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
10/17	10/26/2017	101669	6611		REFUND GAS DEPOSIT	10242010007	1	7401-2228-000	DEPOSITS-CUSTOMER	32.20	32.20
Total 10242010007:											
10/17	10/26/2017	101670	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES-PW	635607865	1	7620-430-10-44	LINEN SERVICE	27.75	27.75
Total 635607865:											
10/17	10/26/2017	101670	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-STREETS	635607866	1	2007-431-20-44	LINEN SERVICE	51.84	51.84
Total 635607866:											
10/17	10/26/2017	101670	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-STREETS	635607867	1	2007-431-20-44	LINEN SERVICE	199.58	199.58
Total 635607867:											
10/17	10/26/2017	101670	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-WATER	635607868	1	7110-430-42-44	LINEN SERVICE	38.26	38.26
Total 635607868:											
10/17	10/26/2017	101671	1070	AT&T MOBILITY	WIRELESS PHONES POLICE	287277908661X092820	1	1000-421-10-45	COMMUNICATIONS	278.09	278.09
Total 287277908661X092820:											
10/17	10/26/2017	101672	76	BILLINGTON ACE HARD	SUPPLIES- FD	396474	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	21.20	21.20
Total 396474:											
10/17	10/26/2017	101672	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	396777	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	2.36	2.36
Total 396777:											
10/17	10/26/2017	101672	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	396787	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	2.52	2.52

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Total 396787:											
10/17	10/26/2017	101672	76	BILLINGTON ACE HARD	SUPPLIES-GAS	396800	1	7401-430-62-46	SUPPLIES-GENERAL	14.10	14.10
Total 396800:											
10/17	10/26/2017	101672	76	BILLINGTON ACE HARD	SUPPLIES-GAS	396801	1	7401-430-62-46	SUPPLIES-GENERAL	1.15	1.15
Total 396801:											
10/17	10/26/2017	101672	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	396834	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	2.35	2.35
Total 396834:											
10/17	10/26/2017	101672	76	BILLINGTON ACE HARD	SUPPLIES-GAS	396851	1	7401-430-62-46	SUPPLIES-GENERAL	12.98	12.98
Total 396851:											
10/17	10/26/2017	101672	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	397109	1	2007-431-20-46	SUPPLIES-GENERAL	13.50	13.50
Total 397109:											
10/17	10/26/2017	101673	9127		REFUND WATER DEPOSIT	10208700010	1	7110-2228-000	DEPOSITS-CUSTOMER	57.66	57.66
Total 10208700010:											
10/17	10/26/2017	101674	1307	C&S WASTE SOLUTIONS	1801 MAIN ST-PD	SVL7 100217	1	1000-421-10-44	DISPOSAL	99.23	99.23
Total SVL7 100217:											
10/17	10/26/2017	101675	1413	CALIFORNIA FIRE CHIEF	ANNUAL MEMBERSHIP	7/1/17-6 102317	1	1000-422-10-48	DUES AND MEMBERSHIPS	250.00	250.00
Total 102317:											
10/17	10/26/2017	101676	9116		WOODSTOVE REBATE	101617	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 101617:											

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount	
10/17	10/26/2017	101677	148	COMPUTER LOGISTICS	EMAIL HOSTING	70454	1	1000-417-10-43	TECHNICAL SVCS	80.27	80.27	
10/17	10/26/2017	101677	148	COMPUTER LOGISTICS	EMAIL HOSTING-PW	70454	2	7620-430-10-43	TECHNICAL SVCS	45.37	45.37	
10/17	10/26/2017	101677	148	COMPUTER LOGISTICS	EMAIL HOSTING-PD	70454	3	1000-421-10-43	TECHNICAL SVCS	87.25	87.25	
10/17	10/26/2017	101677	148	COMPUTER LOGISTICS	EMAIL HOSTING-FD	70454	4	1000-422-10-43	TECHNICAL SVCS	31.41	31.41	
10/17	10/26/2017	101677	148	COMPUTER LOGISTICS	EMAIL HOSTING	70454	5	1000-417-10-43	TECHNICAL SVCS	36.00	36.00	
10/17	10/26/2017	101677	148	COMPUTER LOGISTICS	TECH SERVICES	70454	6	1000-417-10-43	TECHNICAL SVCS	116.00	116.00	
10/17	10/26/2017	101677	148	COMPUTER LOGISTICS	TECH SERVICES-PW	70454	7	7620-430-10-43	TECHNICAL SVCS	116.00	116.00	
10/17	10/26/2017	101677	148	COMPUTER LOGISTICS	TECH SERVICES-PD	70454	8	1000-421-10-43	TECHNICAL SVCS	116.00	116.00	
10/17	10/26/2017	101677	148	COMPUTER LOGISTICS	TECH SERVICES-FD	70454	9	1000-422-10-43	TECHNICAL SVCS	116.00	116.00	
Total 70454:											744.30	744.30
10/17	10/26/2017	101678	167	DALCAR ELECTRICAL SU	REPAIRS- STREETS	3490 101317	1	2007-431-32-44	CONSTRUCTION SERVICES	36.04	36.04	
Total 3490 101317:											36.04	36.04
10/17	10/26/2017	101679	9126		REFUND GAS DEPOSIT	10424100014	1	7401-2228-000	DEPOSITS-CUSTOMER	115.11	115.11	
Total 10424100014:											115.11	115.11
10/17	10/26/2017	101680	1260	DIRECTV INC	CABLE-GC	32629669413	1	7530-451-52-45	COMMUNICATIONS	182.96	182.96	
Total 32629669413:											182.96	182.96
10/17	10/26/2017	101681	8212		REFUND WATER DEPOSIT	10224450010	1	7110-2228-000	DEPOSITS-CUSTOMER	33.16	33.16	
Total 10224450010:											33.16	33.16
10/17	10/26/2017	101682	9125		REFUND WATER DEPOSIT	10112650004	1	7110-2228-000	DEPOSITS-CUSTOMER	471.01	471.01	
10/17	10/26/2017	101682	9125		REFUND GAS DEPOSIT	10112650004	2	7401-2228-000	DEPOSITS-CUSTOMER	500.00	500.00	
Total 10112650004:											971.01	971.01
10/17	10/26/2017	101683	1412	ERGOMETRICS & APPLIE	FIRE TEAM TESTING	129945	1	1000-416-10-46	SUPPLIES-GENERAL	192.21	192.21	
Total 129945:											192.21	192.21
10/17	10/26/2017	101684	241	FEATHER PUBLISHING C	PUBLIC HEARING MITIGATION	7813	1	1000-411-40-45	ADVERTISING	80.00	80.00	

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 7813:											
10/17	10/26/2017	101685	9117		REFUND GAS DEPOSIT	10319350007	1	7401-2228-000	DEPOSITS-CUSTOMER	126.32	126.32
Total 10319350007:											
10/17	10/26/2017	101686	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-W	778008A	1	7110-430-42-43	TECHNICAL SVCS	117.00	117.00
Total 778008A:											
10/17	10/26/2017	101687	265	FRONTIER	257-0315 AWOS AIRPORT	0315 101517	1	7201-430-81-45	COMMUNICATIONS	45.41	45.41
Total 0315 101517:											
10/17	10/26/2017	101687	265	FRONTIER	252-1182 SCADA - WATER	1182 101017	1	7110-430-42-45	COMMUNICATIONS	333.65	333.65
Total 1182 101017:											
10/17	10/26/2017	101687	265	FRONTIER	252-4247 LASSEN CO AIR POLL	4247 101017	1	7620-430-11-45	COMMUNICATIONS	171.53	171.53
Total 4247 101017:											
10/17	10/26/2017	101687	265	FRONTIER	257-4725-FAX	4725 101517	1	1000-417-10-45	COMMUNICATIONS	37.43	37.43
10/17	10/26/2017	101687	265	FRONTIER	257-4725-FAX	4725 101517	2	1000-417-10-45	COMMUNICATIONS	37.44	37.44
Total 4725 101517:											
10/17	10/26/2017	101687	265	FRONTIER	257-5603 POLICE	5603 101017	1	1000-421-10-45	COMMUNICATIONS	915.52	915.52
Total 5603 101017:											
10/17	10/26/2017	101687	265	FRONTIER	257-1182 NAT GAS TELEMETRY	7-1182 101017	1	7401-430-62-45	COMMUNICATIONS	38.04	38.04
Total 7-1182 101017:											
10/17	10/26/2017	101688	6768		REFUND WATER DEPOSIT	10302450019	1	7110-2228-000	DEPOSITS-CUSTOMER	7.97	7.97
10/17	10/26/2017	101688	6768		REFUND GAS DEPOSIT	10302450019	2	7401-2228-000	DEPOSITS-CUSTOMER	200.00	200.00

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Total 10302450019:											
10/17	10/26/2017	101689	288		REIMBURSE HEALTH INS	102317	1	7610-2239-006	RETIREE SICK LEAVE BANK PA	207.97	207.97
Total 102317:											
10/17	10/26/2017	101690	7771		REFUND GAS OVERPAYMENT	10290140009	1	9999-1001-001	CASH CLEARING - UTILITIES	315.26	315.26
Total 10290140009:											
10/17	10/26/2017	101691	322	HYDRA-CLEAN	CARPET CLEANING - COMMUNI	7300	1	1000-452-20-43	TECHNICAL SVCS	350.00	350.00
Total 7300:											
10/17	10/26/2017	101692	1556	INTERSTATE SALES/T-M	SUPPLIES-STREETS	16281	1	2007-431-20-46	SUPPLIES-GENERAL	618.83	618.83
Total 16281:											
10/17	10/26/2017	101693	335	J.W. WOOD CO INC	SUPPLIES-GAS	S100868	1	7401-430-62-46	SUPPLIES-GENERAL	18.88	18.88
Total S100868:											
10/17	10/26/2017	101694	1504	JESSICA RYAN	PROFESSIONAL SERVICES 10/	101917	1	1000-412-10-43	PROFESSIONAL SVCS	1,900.00	1,900.00
Total 101917:											
10/17	10/26/2017	101695	1350	JONES & MAYER	PROFESSIONAL SERVICES	73758	1	1000-412-10-43	PROFESSIONAL SVCS	637.50	637.50
Total 73758:											
10/17	10/26/2017	101696	374	L N CURTIS & SONS	NOR-CAL GRANT	124520	1	1000-422-25-47	MACHINERY & EQUIPMENT	28,944.09	28,944.09
Total 124520:											
10/17	10/26/2017	101697	1074	LASSEN AUTO BODY	REPAIR #623-FD	9782	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	600.00	600.00
Total 9782:											

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10/17	10/26/2017	101698	411	LASSEN MOTOR PARTS	CREDIT-GAS	289139	1	7401-430-62-46	SUPPLIES-GENERAL	38.61-	38.61-
Total 289139:											
10/17	10/26/2017	101698	411	LASSEN MOTOR PARTS	SUPPLIES- FIRE	289438	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	65.99	65.99
Total 289438:											
10/17	10/26/2017	101698	411	LASSEN MOTOR PARTS	SUPPLIES- FIRE	289461	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	79.89	79.89
Total 289461:											
10/17	10/26/2017	101698	411	LASSEN MOTOR PARTS	SUPPLIES- WATER	289562	1	7110-430-42-46	SUPPLIES-GENERAL	466.84	466.84
Total 289562:											
10/17	10/26/2017	101698	411	LASSEN MOTOR PARTS	SUPPLIES- WATER	289563	1	7110-430-42-46	SUPPLIES-GENERAL	255.09-	255.09-
Total 289563:											
10/17	10/26/2017	101698	411	LASSEN MOTOR PARTS	SUPPLIES- STREETS	289566	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	35.38	35.38
Total 289566:											
10/17	10/26/2017	101698	411	LASSEN MOTOR PARTS	SUPPLIES- FIRE	289578	1	1000-422-10-46	SUPPLIES-SMALL TOOLS	5.38	5.38
Total 289578:											
10/17	10/26/2017	101698	411	LASSEN MOTOR PARTS	SUPPLIES- WATER	289601	1	7110-430-42-44	REPAIR AND MAINTENANCE-F	27.86	27.86
Total 289601:											
10/17	10/26/2017	101699	9132		REFUND GAS DEPOSIT	10504650009	1	7401-2228-000	DEPOSITS-CUSTOMER	157.12	157.12
Total 10504650009:											
10/17	10/26/2017	101700	437	LMUD	JOHNSTONVILLE RD SPRINKLE	10262 101717	1	1000-452-30-46	ELECTRICITY	22.47	22.47

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Total 10262 101717:											
10/17	10/26/2017	101700	437	LMUD	STREETS LIGHTS	14039 100517	1	2007-431-60-46	ELECTRICITY	190.13	190.13
Total 14039 100517:											
10/17	10/26/2017	101700	437	LMUD	STREETS LIGHTS	14041 100517	1	2007-431-60-46	ELECTRICITY	190.13	190.13
Total 14041 100517:											
10/17	10/26/2017	101700	437	LMUD	S GAY ST-STREETS	24323 100517	1	2007-431-60-46	ELECTRICITY	22.62	22.62
Total 24323 100517:											
10/17	10/26/2017	101700	437	LMUD	STREET LIGHTS	2467 100517	1	2007-431-60-46	ELECTRICITY	1,556.57	1,556.57
Total 2467 100517:											
10/17	10/26/2017	101700	437	LMUD	SKYLINE DR WELL 4-WATER	29931 101117	1	7110-430-42-46	ELECTRICITY	301.72	301.72
Total 29931 101117:											
10/17	10/26/2017	101700	437	LMUD	HARRIS DR & HWY 36-WATER	30658 100517	1	7110-430-42-46	ELECTRICITY	421.00	421.00
Total 30658 100517:											
10/17	10/26/2017	101700	437	LMUD	UPTOWN DECOR LIGHTS-STRE	43511 100517	1	2007-431-60-46	ELECTRICITY	215.07	215.07
Total 43511 100517:											
10/17	10/26/2017	101700	437	LMUD	N PINE & COOK - SCADA-WATE	44153 100517	1	7110-430-42-46	ELECTRICITY	23.78	23.78
Total 44153 100517:											
10/17	10/26/2017	101700	437	LMUD	GLENN & CHERRY TR - SCADA-	44298 101117	1	7110-430-42-46	ELECTRICITY	25.52	25.52
Total 44298 101117:											

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10/17	10/26/2017	101700	437	LMUD	PAIUTE LN SCADA-WATER	44316 101117	1	7110-430-42-46	ELECTRICITY	23.06	23.06
Total 44316 101117:											
10/17	10/26/2017	101700	437	LMUD	BAGWELL SPRINGS - SCADA-W	45542 101117	1	7110-430-42-46	ELECTRICITY	57.64	57.64
Total 45542 101117:											
10/17	10/26/2017	101700	437	LMUD	QUARRY ST LIGHTS-STREETS	49500 100517	1	2007-431-60-46	ELECTRICITY	58.49	58.49
Total 49500 100517:											
10/17	10/26/2017	101700	437	LMUD	MAIN & FOSS SIGNAL LIGHT-ST	49501 100517	1	2007-431-60-46	ELECTRICITY	142.33	142.33
Total 49501 100517:											
10/17	10/26/2017	101701	9128		REFUND GAS DEPOSIT	10515250012	1	7401-2228-000	DEPOSITS-CUSTOMER	197.86	197.86
Total 10515250012:											
10/17	10/26/2017	101702	467	METER VALVE & CONTR	PURCHASE GAS METERS	12659	1	7401-430-63-47	MACHINERY & EQUIPMENT	5,940.33	5,940.33
Total 12659:											
10/17	10/26/2017	101702	467	METER VALVE & CONTR	PURCHASE GAS METERS	12666	1	7401-430-63-47	MACHINERY & EQUIPMENT	6,976.87	6,976.87
Total 12666:											
10/17	10/26/2017	101703	481	MISSION LINEN & UNIFO	JANITORIAL SUPPLIES	505998078	1	1000-417-10-46	SUPPLIES-JANITORIAL	321.75	321.75
Total 505998078:											
10/17	10/26/2017	101704	9120		REFUND GAS DEPOSIT	10203174402	1	7401-2228-000	DEPOSITS-CUSTOMER	147.79	147.79
Total 10203174402:											
10/17	10/26/2017	101705	9129		REFUND GAS DEPOSIT	10333850224	1	7401-2228-000	DEPOSITS-CUSTOMER	194.63	194.63

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 10333850224:											
10/17	10/26/2017	101706	9131		REFUND GAS DEPOSIT	10527650038	1	7401-2228-000	DEPOSITS-CUSTOMER	194.63	194.63
Total 10527650038:											
10/17	10/26/2017	101707	982	PIN CENTER, THE	YEARS OF SERVICE PINS	1017043	1	1000-416-10-46	SUPPLIES-GENERAL	195.59	195.59
Total 1017043:											
10/17	10/26/2017	101708	563	POULSEN WELDING SHO	REPAIR HANGER #5-AIRPORT	3363	1	7201-430-81-44	REPAIR AND MAINTENANCE-F	195.59	195.59
Total 3363:											
10/17	10/26/2017	101709	9123		REFUND WATER DEPOSIT	10225350014	1	7110-2228-000	DEPOSITS-CUSTOMER	194.25	194.25
Total 10225350014:											
10/17	10/26/2017	101710	572	QUILL CORPORATION	OFFICE SUPPLIES-PW	1059280	1	7620-430-10-46	SUPPLIES-GENERAL	19.82	19.82
Total 1059280:											
10/17	10/26/2017	101710	572	QUILL CORPORATION	OFFICE SUPPLIES	1209659	1	1000-415-10-46	SUPPLIES-GENERAL	53.93	53.93
Total 1209659:											
10/17	10/26/2017	101710	572	QUILL CORPORATION	OFFICE SUPPLIES	1262005	1	1000-415-10-46	SUPPLIES-GENERAL	83.58	83.58
Total 1262005:											
10/17	10/26/2017	101710	572	QUILL CORPORATION	OFFICE SUPPLIES-PW	1549705	1	7620-430-10-46	SUPPLIES-GENERAL	12.32	12.32
Total 1549705:											
10/17	10/26/2017	101710	572	QUILL CORPORATION	OFFICE SUPPLIES	1565144	1	1000-415-10-46	SUPPLIES-GENERAL	49.81	49.81
Total 1565144:											

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
10/17	10/26/2017	101710	572	QUILL CORPORATION	OFFICE SUPPLIES	1616311	1	1000-417-10-46	SUPPLIES-GENERAL	232.59	232.59
Total 1616311:											
10/17	10/26/2017	101710	572	QUILL CORPORATION	OFFICE SUPPLIES	1616315	1	1000-417-10-46	SUPPLIES-GENERAL	43.19	43.19
Total 1616315:											
10/17	10/26/2017	101710	572	QUILL CORPORATION	OFFICE SUPPLIES CREDIT	8631249	1	1000-415-10-46	SUPPLIES-GENERAL	264.88-	264.88-
Total 8631249:											
10/17	10/26/2017	101711	9118		REFUND GAS DEPOSIT	10232900007	1	7401-2228-000	DEPOSITS-CUSTOMER	162.53	162.53
Total 10232900007:											
10/17	10/26/2017	101712	9122		REFUND GAS DEPOSIT	10410720011	1	7401-2228-000	DEPOSITS-CUSTOMER	50.30	50.30
Total 10410720011:											
10/17	10/26/2017	101713	9121		REFUND WATER DEPOSIT	10210950008	1	7110-2228-000	DEPOSITS-CUSTOMER	27.99	27.99
Total 10210950008:											
10/17	10/26/2017	101714	1076	SIERRA COFFEE AND BE	BOTTLED WATER-PW	48677	1	7620-430-10-46	SUPPLIES-GENERAL	21.75	21.75
Total 48677:											
10/17	10/26/2017	101715	872	SLAKEY BROTHERS INC.	SUPPLIES-GAS	8045127-00	1	7401-430-62-46	SUPPLIES-GENERAL	270.16	270.16
Total 8045127-00:											
10/17	10/26/2017	101716	1026	SMITH'S PUMPS INC	PUMP PARTS-WATER	3643	1	7112-430-42-47	MACHINERY AND EQUIPMENT	2,282.91	2,282.91
Total 3643:											
10/17	10/26/2017	101717	1046	SUSANVILLE TRANSMIS	REPAIR #34-STREETS	16359	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	768.11	768.11

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 16359:											
10/17	10/26/2017	101718	9119		WOODSTOVE REBATE	102317	1	8404-430-12-48	GRANTS	768.11	768.11
Total 102317:											
10/17	10/26/2017	101719	530	U.S. BANK EQUIPMENT F	COPIER - FIRE	341190908	1	1000-422-10-44	RENT & LEASES EQUIP & VEHI	321.92	321.92
Total 341190908:											
10/17	10/26/2017	101720	913C		REFUND GAS DEPOSIT	10203173205	1	7401-2228-000	DEPOSITS-CUSTOMER	134.39	134.39
Total 10203173205:											
10/17	10/26/2017	101721	770	WESTERN NEVADA SUP	SUPPLIES-POOL	67163638	1	1000-452-23-46	SUPPLIES GENERAL	492.35	492.35
Total 67163638:											
10/17	10/26/2017	101722	9124		REFUND GAS DEPOSIT	10219300415	1	7401-2228-000	DEPOSITS-CUSTOMER	126.39	126.39
Total 10219300415:											
Grand Totals:										69,094.11	69,094.11

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
10/17	10/31/2017	101723	728	U S POSTMASTER	UB BILLING GAS	103117	1	7401-430-62-46	POSTAGE	270.69	270.69
10/17	10/31/2017	101723	728	U S POSTMASTER	UB BILLING WATER	103117	2	7110-430-42-46	POSTAGE	525.75	525.75
Total 103117:										796.44	796.44
Grand Totals:										796.44	796.44

Report Criteria:

Report type: GL detail
Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/17	11/02/2017	101724	2	A-1 CHEMICAL INC	SUPPLIES-PARK	5959674	1	1000-452-20-46	SUPPLIES-JANITORIAL	287.24	287.24
11/17	11/02/2017	101724	2	A-1 CHEMICAL INC	SUPPLIES-PARK	5959674	2	1000-452-21-46	SUPPLIES-GENERAL	287.24	287.24
Total 5959674:											
11/17	11/02/2017	101725	9140		OVERPAYMENT ON BUSINESS	102417	1	9999-1001-004	CASH CLEARING - BUSINESS LI	247.50	247.50
Total 102417:											
11/17	11/02/2017	101726	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES-PW	635622035	1	7620-430-10-44	LINEN SERVICE	27.75	27.75
Total 635622035:											
11/17	11/02/2017	101726	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-GAS	635622036	1	7401-430-62-44	LINEN SERVICES	51.84	51.84
Total 635622036:											
11/17	11/02/2017	101726	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-STREETS	6356220374	1	2007-431-20-44	LINEN SERVICE	47.69	47.69
Total 6356220374:											
11/17	11/02/2017	101726	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-WATER	635622038	1	7110-430-42-44	LINEN SERVICE	28.70	28.70
Total 635622038:											
11/17	11/02/2017	101726	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES-PW	635636281	1	7620-430-10-44	LINEN SERVICE	27.75	27.75
Total 635636281:											
11/17	11/02/2017	101726	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-GAS	635636282	1	7401-430-62-44	LINEN SERVICES	54.06	54.06
Total 635636282:											
11/17	11/02/2017	101726	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-STREETS	635636283	1	2007-431-20-44	LINEN SERVICE	48.80	48.80

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Total 635636283:											
11/17	11/02/2017	101726	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-WATER	635636284	1	7110-430-42-44	LINEN SERVICE	58.80	58.80
Total 635636284:											
11/17	11/02/2017	101727	1231	ASBURY ENVIRONMENT	WASHER PARTS-STREETS	500-00252849	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	33.51	33.51
11/17	11/02/2017	101727	1231	ASBURY ENVIRONMENT	WASHER PARTS-WATER	500-00252849	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	57.37	57.37
11/17	11/02/2017	101727	1231	ASBURY ENVIRONMENT	WASHER PARTS-GAS	500-00252849	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	43.18	43.18
Total 500-00252849:											
11/17	11/02/2017	101728	1070	AT&T MOBILITY	WIRELESS PHONES-PD	287277908661X1028201	1	1000-421-10-45	COMMUNICATIONS	556.74	556.74
Total 287277908661X1028201:											
11/17	11/02/2017	101729	927	BAXTER AUTO PARTS IN	SUPPLIES-FD	320189070	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	262.73	262.73
Total 320189070:											
11/17	11/02/2017	101729	927	BAXTER AUTO PARTS IN	SUPPLIES-FD	320189246	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	15.59	15.59
Total 320189246:											
11/17	11/02/2017	101730	75	BETER WELDING & FABR	TECHNICAL SERVICES-PARKS	23017	1	1000-452-21-43	TECHNICAL SVCS	675.00	675.00
Total 23017:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	396058	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	41.50	41.50
Total 396058:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES- L.L FLOOD	396340	1	1003-452-20-46	SUPPLIES GENERAL	193.30	193.30
Total 396340:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES- L.L FLOOD	396847	1	1003-452-20-46	SUPPLIES GENERAL	92.52	92.52

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 396847:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	GAS TANK-FD	397020	1	1000-422-10-46	GASOLINE	48.25	48.25
Total 397020:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-WATER	397130	1	7110-430-42-46	SUPPLIES-GENERAL	40.73	40.73
Total 397130:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	397134	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	21.19	21.19
Total 397134:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	397250	1	1000-452-20-46	SUPPLIES-GENERAL	19.97	19.97
Total 397250:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES- L.L FLOOD	397296	1	1003-452-20-46	SUPPLIES GENERAL	133.63	133.63
Total 397296:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	397339	1	1000-452-20-46	SUPPLIES-GENERAL	19.21	19.21
Total 397339:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES- FD	397560	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	4.72	4.72
Total 397560:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-GAS	397622	1	7401-430-62-46	SUPPLIES-GENERAL	4.91	4.91
Total 397622:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES- PARKS	397635	1	1000-452-21-46	SUPPLIES-GENERAL	516.49	516.49
Total 397635:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES- GAS	397738	1	7401-430-62-46	SUPPLIES-GENERAL	28.40	28.40
Total 397738:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-WATER	397771	1	7110-430-42-46	SUPPLIES-GENERAL	2.89	2.89
Total 397771:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-GAS	397778	1	7401-430-62-46	SUPPLIES-GENERAL	.99	.99
Total 397778:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-WATER	397795	1	7110-430-42-46	SUPPLIES-GENERAL	40.73	40.73
Total 397795:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES- GAS	397810	1	7401-430-62-46	SUPPLIES-GENERAL	8.23	8.23
Total 397810:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	397819	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	134.50	134.50
Total 397819:											
11/17	11/02/2017	101731	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	397827	1	2007-431-20-46	SUPPLIES-GENERAL	2.15	2.15
Total 397827:											
11/17	11/02/2017	101732	9075		REFUND GAS DEPOSIT	10203173003	1	7401-2228-000	DEPOSITS-CUSTOMER	195.94	195.94
Total 10203173003:											
11/17	11/02/2017	101733	9142		24 HOUR SHIFT COVERAGE 10/	102417	1	1000-422-10-43	VOLUNTEERS	25.00	25.00
11/17	11/02/2017	101733	9142		24 HOUR SHIFT COVERAGE 10/	102417	2	1000-422-10-43	VOLUNTEERS	25.00	25.00
11/17	11/02/2017	101733	9142		24 HOUR SHIFT COVERAGE 10/	102417	3	1000-422-10-43	VOLUNTEERS	25.00	25.00
11/17	11/02/2017	101733	9142		24 HOUR SHIFT COVERAGE 10/	102417	4	1000-422-10-43	VOLUNTEERS	25.00	25.00
Total 102417:											
										100.00	100.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/17	11/02/2017	101734	116	CASHMAN EQUIPMENT	CYLINDER-WATER	2661054	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	1,255.84	1,255.84
Total 2661054:											
11/17	11/02/2017	101735	148	COMPUTER LOGISTICS	DOMAIN NAME REG	101817	1	1000-417-10-43	TECHNICAL SVCS	30.00	30.00
Total 101817:											
11/17	11/02/2017	101736	156	CREATIVE FORMS & CO	UTILITY BILLS-GAS	115770	1	7401-430-62-46	SUPPLIES-GENERAL	780.79	780.79
11/17	11/02/2017	101736	156	CREATIVE FORMS & CO	UTILITY BILLS-WATER	115770	2	7110-430-42-46	SUPPLIES-GENERAL	780.79	780.79
Total 115770:											
11/17	11/02/2017	101736	156	CREATIVE FORMS & CO	UTILITY REMINDERS-GAS	115771	1	7401-430-62-46	SUPPLIES-GENERAL	415.37	415.37
11/17	11/02/2017	101736	156	CREATIVE FORMS & CO	UTILITY REMINDERS-WATER	115771	2	7110-430-42-46	SUPPLIES-GENERAL	415.37	415.37
Total 115771:											
11/17	11/02/2017	101736	156	CREATIVE FORMS & CO	ENVELOPES-GAS	115773	1	7401-430-62-46	SUPPLIES-GENERAL	349.95	349.95
11/17	11/02/2017	101736	156	CREATIVE FORMS & CO	ENVELOPES-WATER	115773	2	7110-430-42-46	SUPPLIES-GENERAL	349.94	349.94
Total 115773:											
11/17	11/02/2017	101736	156	CREATIVE FORMS & CO	1099,W2,1096,W3 2017	115859	1	1000-415-10-46	SUPPLIES-GENERAL	303.94	303.94
Total 115859:											
11/17	11/02/2017	101737	161	CSK AUTO INC	APPLY TO PAST DUE INVOICES	1	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	97.48	97.48
11/17	11/02/2017	101737	161	CSK AUTO INC	APPLY TO PAST DUE INVOICES	1	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	97.49	97.49
11/17	11/02/2017	101737	161	CSK AUTO INC	APPLY TO PAST DUE INVOICES	1	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	97.48	97.48
Total 1:											
11/17	11/02/2017	101738	174	DATEMA, STEVEN K.	AIRPORT MANAGER 11/17	110117	1	7201-430-81-43	TECHNICAL SVCS	1,938.43	1,938.43
Total 110117:											
11/17	11/02/2017	101739	1462	DAVID L. PURVIS	PROFESSIONAL SERVICES 5/1	103117	1	1000-424-20-43	PROFESSIONAL SVCS	2,640.00	2,640.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 103117:											
11/17	11/02/2017	101740	194	DIAMOND SAW SHOP IN	SUPPLIES- STREETS	15865	1	2007-431-20-44	REPAIR AND MAINTENANCE-MI	17.00	17.00
Total 15865:											
11/17	11/02/2017	101740	194	DIAMOND SAW SHOP IN	MIX OIL-STREETS	15873	1	2007-431-20-44	REPAIR AND MAINTENANCE-MI	27.35	27.35
Total 15873:											
11/17	11/02/2017	101741	219	ED STAUB & SONS PETR	92.64 GAL PROPANE- AIRPORT	0342563	1	7201-430-81-46	PROPANE	155.44	155.44
Total 0342563:											
11/17	11/02/2017	101741	219	ED STAUB & SONS PETR	OIL-WATER	1404834	1	7110-430-42-46	SUPPLIES-GENERAL	155.44	155.44
Total 1404834:											
11/17	11/02/2017	101741	219	ED STAUB & SONS PETR	222.2 GAL PROPANE-GC	S31300	1	7530-451-52-46	GASOLINE	326.48	326.48
Total S31300:											
11/17	11/02/2017	101742	238	FASTENAL COMPANY	SUPPLIES-PARKS	6536	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	28.60	28.60
Total 6536:											
11/17	11/02/2017	101742	238	FASTENAL COMPANY	SUPPLIES-PARKS	76584	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	19.59	19.59
Total 76584:											
11/17	11/02/2017	101743	241	FEATHER PUBLISHING C	EMPLOYMENT AD STREET MAI	1364128	1	1000-416-10-45	ADVERTISING	86.00	86.00
Total 1364128:											
11/17	11/02/2017	101743	241	FEATHER PUBLISHING C	EMPLOYMENT AD CITY PLANN	1364142	1	1000-416-10-45	ADVERTISING	103.20	103.20
Total 1364142:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/17	11/02/2017	101743	241	FEATHER PUBLISHING C	EMPLOYMENT AD CITY PLANN	1365896	1	1000-416-10-45	ADVERTISING	103.20	103.20
Total 1365896:											
11/17	11/02/2017	101743	241	FEATHER PUBLISHING C	EMPLOYMENT AD CITY PLANN	1367699	1	1000-416-10-45	ADVERTISING	103.20	103.20
Total 1367699:											
11/17	11/02/2017	101743	241	FEATHER PUBLISHING C	EMPLOYMENT AD PAID INTER	1368808	1	1000-416-10-45	ADVERTISING	88.20	88.20
Total 1368808:											
11/17	11/02/2017	101743	241	FEATHER PUBLISHING C	EMPLOYMENT AD CITY PLANN	1369453	1	1000-416-10-45	ADVERTISING	103.20	103.20
Total 1369453:											
11/17	11/02/2017	101743	241	FEATHER PUBLISHING C	EMPLOYMENT AD CITY ADMINI	1369540	1	1000-416-10-45	ADVERTISING	154.80	154.80
Total 1369540:											
11/17	11/02/2017	101743	241	FEATHER PUBLISHING C	EMPLOYMENT AD PW MAINTA	1369542	1	1000-416-10-45	ADVERTISING	86.00	86.00
Total 1369542:											
11/17	11/02/2017	101743	241	FEATHER PUBLISHING C	EMPLOYMENT AD PAID INTER	1370534	1	1000-416-10-45	ADVERTISING	88.20	88.20
Total 1370534:											
11/17	11/02/2017	101744	9136		COMMUNITY CENTER DEPOSIT	102417	1	1000-2228-009	DEPOSITS-COMM CENTER RE	50.00	50.00
Total 102417:											
11/17	11/02/2017	101745	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	778674A	1	7110-430-42-43	TECHNICAL SVCS	147.00	147.00
Total 778674A:											
11/17	11/02/2017	101745	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	778891A	1	7110-430-42-43	TECHNICAL SVCS	95.00	95.00

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 778891A:											
11/17	11/02/2017	101746	265	FRONTIER	257-1045 PW ENGINEERING	1045 101517	1	7620-430-10-45	COMMUNICATIONS	95.00	95.00
Total 1045 101517:											
11/17	11/02/2017	101746	265	FRONTIER	257-1056-PW SHOP	1056 102017	1	7620-430-10-45	COMMUNICATIONS	53.33	53.33
Total 1056 102017:											
11/17	11/02/2017	101746	265	FRONTIER	257-1057-FAX PW	1057 102017	1	7620-430-10-45	COMMUNICATIONS	49.53	49.53
Total 1057 102017:											
11/17	11/02/2017	101746	265	FRONTIER	257-2845 U/B ROLL OVER	2845 101517	1	7620-430-10-45	COMMUNICATIONS	66.39	66.39
Total 2845 101517:											
11/17	11/02/2017	101746	265	FRONTIER	257-5152 FIRE	5152 101017	1	1000-422-10-45	COMMUNICATIONS	502.40	502.40
Total 5152 101017:											
11/17	11/02/2017	101746	265	FRONTIER	257-7236-PW	7236 102017	1	7620-430-10-45	COMMUNICATIONS	202.38	202.38
Total 7236 102017:											
11/17	11/02/2017	101746	265	FRONTIER	257-7237-GAS	7237 102017	1	7620-430-10-45	COMMUNICATIONS	61.97	61.97
Total 7237 102017:											
11/17	11/02/2017	101747	9135		REFUND GAS DEPOSIT	10439050018	1	7401-2228-000	DEPOSITS-CUSTOMER	158.90	158.90
Total 10439050018:											
11/17	11/02/2017	101748	276	GOLD RUN CABINET & D	HINGES-PARKS	8298	1	1000-452-21-44	FACILITY - REPAIR & MAINTEN	28.61	28.61
Total 8298:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/17	11/02/2017	101749	280	GRANITE CONSTRUCTIO	SUPPLIES-STREETS	1257823	1	2007-431-20-46	SUPPLIES-GENERAL	218.52	218.52
Total 1257823:											
11/17	11/02/2017	101750	8912		REIM CERTIFICATION TESTING	102317	1	1000-424-20-45	TRAVEL	199.00	199.00
11/17	11/02/2017	101750	8912		REIM CERTIFICATION TESTING	102317	2	1000-424-20-45	TRAVEL	199.00	199.00
Total 102317:											
11/17	11/02/2017	101751	1075	INDEPENDENT ELECTRI	SUPPLIES-GAS	S103451366.002	1	7401-430-62-46	SUPPLIES-GENERAL	337.30	337.30
Total S103451366.002:											
11/17	11/02/2017	101751	1075	INDEPENDENT ELECTRI	SUPPLIES-GAS	S103471788.001	1	7401-430-62-46	SUPPLIES-GENERAL	647.50	647.50
Total S103471788.001:											
11/17	11/02/2017	101752	335	J.W. WOOD CO INC	SUPPLIES-LL FLOOD	2492344	1	1003-452-20-46	SUPPLIES GENERAL	506.56	506.56
Total 2492344:											
11/17	11/02/2017	101752	335	J.W. WOOD CO INC	SUPPLIES-PARKS	S100675	1	1000-452-21-46	SUPPLIES-GENERAL	3.30	3.30
Total S100675:											
11/17	11/02/2017	101753	911	JOHNSTONE SUPPLY	SUPPLIES-GAS	415-S2239946.001	1	7401-430-62-46	SUPPLIES-GENERAL	754.32	754.32
Total 415-S2239946.001:											
11/17	11/02/2017	101753	911	JOHNSTONE SUPPLY	SUPPLIES-GAS	415-S2240219.001	1	7401-430-62-46	SUPPLIES-GENERAL	127.06	127.06
Total 415-S2240219.001:											
11/17	11/02/2017	101753	911	JOHNSTONE SUPPLY	SUPPLIES-GAS	415-S2243488.001	1	7401-430-62-46	SUPPLIES-GENERAL	100.99	100.99
Total 415-S2243488.001:											
11/17	11/02/2017	101754	362	KAUFFMAN, BILL	CUSTODIAL SVCS	753128	1	1000-417-10-44	CUSTODIAL	650.00	650.00
11/17	11/02/2017	101754	362	KAUFFMAN, BILL	CUSTODIAL SVCS-PW	753128	2	7620-430-10-44	CUSTODIAL	250.00	250.00

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 753128:											
11/17	11/02/2017	101755	372	KRONICK, MOSKOVITZ	PROFESSIONAL SERVICES 9/2	288351	1	1000-412-10-43	PROFESSIONAL SVCS	7,696.19	7,696.19
Total 288351:											
11/17	11/02/2017	101756	374	L N CURTIS & SONS	EQUIPMENT-FD	126957	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	24.61	24.61
Total 126957:											
11/17	11/02/2017	101757	411	LASSEN MOTOR PARTS	BATTERY #251-WATER	289775	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	306.29	306.29
Total 289775:											
11/17	11/02/2017	101757	411	LASSEN MOTOR PARTS	SUPPLIES- STREETS	289777	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	98.07	98.07
Total 289777:											
11/17	11/02/2017	101757	411	LASSEN MOTOR PARTS	SUPPLIES- FIRE	289846	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	1.87	1.87
Total 289846:											
11/17	11/02/2017	101757	411	LASSEN MOTOR PARTS	SUPPLIES- STREETS	289860	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	121.02	121.02
Total 289860:											
11/17	11/02/2017	101757	411	LASSEN MOTOR PARTS	SUPPLIES- STREETS	289864	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	26.45	26.45
Total 289864:											
11/17	11/02/2017	101758	413	LASSEN TIRE	FLAT REPAIR #332-STREETS	49314	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	25.00	25.00
Total 49314:											
11/17	11/02/2017	101759	437	LMUD	AIRPORT VASI LIGHTS	10108 102317	1	7201-430-81-46	ELECTRICITY	20.00	20.00
Total 10108 102317:											

CITY OF SUSANVILLE

Check Register - Payments by Vendor

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/17	11/02/2017	101759	437	LMUD	GOLF COURSE IRR WELL30 HP	122907 102317	1	7530-451-52-46	ELECTRICITY	1,031.84	1,031.84
Total 122907 102317:											
11/17	11/02/2017	101759	437	LMUD	GOLF COURSE PUMP STATION	122910 102317	1	7530-451-52-46	ELECTRICITY	630.22	630.22
Total 122910 102317:											
11/17	11/02/2017	101759	437	LMUD	GOLF COURSE IRR PUMP#8TH	122929 102317	1	7530-451-52-46	ELECTRICITY	625.14	625.14
Total 122929 102317:											
11/17	11/02/2017	101759	437	LMUD	GOLF COURSE PUMP HOUSE	132052 102317	1	7530-451-52-46	ELECTRICITY	20.44	20.44
Total 132052 102317:											
11/17	11/02/2017	101759	437	LMUD	470-895 CIRCLE DR-CLUB HOU	144281 102317	1	7530-451-52-46	ELECTRICITY	412.28	412.28
Total 144281 102317:											
11/17	11/02/2017	101759	437	LMUD	472-105 JOHNSTONVILLE WAT	350161 101717	1	7112-430-42-46	ELECTRICITY	92.94	92.94
Total 350161 101717:											
11/17	11/02/2017	101759	437	LMUD	LITTLE LEAGUE AREA LIGHTS-	3522 102317	1	1000-452-20-46	ELECTRICITY	33.77	33.77
Total 3522 102317:											
11/17	11/02/2017	101759	437	LMUD	WELL #3-WATER	4559 1017	1	7110-430-42-46	ELECTRICITY	2,745.53	2,745.53
Total 4559 1017:											
11/17	11/02/2017	101759	437	LMUD	AIRPORT LOT 5	51908 102317	1	7201-430-81-46	ELECTRICITY	20.44	20.44
Total 51908 102317:											
11/17	11/02/2017	101759	437	LMUD	AIRPORT HANGER 6	54333 102317	1	7201-430-81-46	ELECTRICITY	20.00	20.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 54333 102317:											
11/17	11/02/2017	101759	437	LMUD	925 SIERRA RD SPORTS CTR	60453 102317	1	1000-452-20-46	ELECTRICITY	20.00	20.00
Total 60453 102317:											
11/17	11/02/2017	101759	437	LMUD	AIRPORT OFFICE	7146 102317	1	7201-430-81-46	ELECTRICITY	363.62	363.62
Total 7146 102317:											
11/17	11/02/2017	101759	437	LMUD	AIRPORT GAS PUMP	7154 102317	1	7201-430-81-46	ELECTRICITY	29.17	29.17
Total 7154 102317:											
11/17	11/02/2017	101759	437	LMUD	GOLF COURSE CLUB HOUSE	7394 102317	1	7530-451-52-46	ELECTRICITY	88.04	88.04
Total 7394 102317:											
11/17	11/02/2017	101759	437	LMUD	GOLF COURSE CART BARN 2	7400 102317	1	7530-451-52-46	ELECTRICITY	34.68	34.68
Total 7400 102317:											
11/17	11/02/2017	101759	437	LMUD	1801 MAIN ST	8314 102317	1	1000-421-10-46	ELECTRICITY	944.04	944.04
Total 8314 102317:											
11/17	11/02/2017	101759	437	LMUD	GOLF COURSE BARN 1 & 3	9312 102317	1	7530-451-52-46	ELECTRICITY	20.00	20.00
Total 9312 102317:											
11/17	11/02/2017	101760	1416		24 HOUR SHIFT COVERAGE 10/	102417	1	1000-422-10-43	VOLUNTEERS	25.00	25.00
11/17	11/02/2017	101760	1416		24 HOUR SHIFT COVERAGE 10/	102417	2	1000-422-10-43	VOLUNTEERS	25.00	25.00
11/17	11/02/2017	101760	1416		24 HOUR SHIFT COVERAGE 10/	102417	3	1000-422-10-43	VOLUNTEERS	25.00	25.00
Total 102417:											
11/17	11/02/2017	101761	9139		WOODSTOVE REBATE	102517	1	8404-430-12-48	GRANTS	75.00	75.00
										1,500.00	1,500.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 102517:											
11/17	11/02/2017	101762	532	OLD DOMINION BRUSH	SWEEPER PARTS #332-STREE	109866	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	138.81	138.81
Total 109866:											
11/17	11/02/2017	101763	9133	OWEN EQUIPMENT SALE	REPAIRS #332-STREETS	40233	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	216.97	216.97
Total 40233:											
11/17	11/02/2017	101764	9134		REFUND GAS DEPOSIT	10526000009	1	7401-2228-000	DEPOSITS-CUSTOMER	152.69	152.69
Total 10526000009:											
11/17	11/02/2017	101765	546	PAYLESS BUILDING SUP	SUPPLIES-WATER	2491485	1	7110-430-42-46	SUPPLIES-GENERAL	22.84	22.84
Total 2491485:											
11/17	11/02/2017	101765	546	PAYLESS BUILDING SUP	SUPPLIES-PARKS	2491902	1	1000-452-21-46	SUPPLIES-GENERAL	258.70	258.70
Total 2491902:											
11/17	11/02/2017	101765	546	PAYLESS BUILDING SUP	SUPPLIES-PARKS	2492022	1	1000-452-21-46	SUPPLIES-GENERAL	175.27	175.27
Total 2492022:											
11/17	11/02/2017	101765	546	PAYLESS BUILDING SUP	SUPPLIES-PARKS	2492101	1	1000-452-21-46	SUPPLIES-GENERAL	114.67	114.67
Total 2492101:											
11/17	11/02/2017	101765	546	PAYLESS BUILDING SUP	SUPPLIES-PARKS	2492166	1	1000-452-21-46	SUPPLIES-GENERAL	277.31	277.31
Total 2492166:											
11/17	11/02/2017	101766	9065	PETROW, ANDREW	PROFESSIONAL SERVICES HA	1	1	1000-422-21-43	PROFESSIONAL SERVICES	20,556.25	20,556.25
11/17	11/02/2017	101766	9065	PETROW, ANDREW	PROFESSIONAL SERVICES HA	1	2	1001-2228-010	DEPOSIT-HAZARD MITIGATION	1,868.75	1,868.75

Check Issue Dates: 11/2/2017 - 11/2/2017

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 1:											
11/17	11/02/2017	101766	9065	PETROW, ANDREW	PROFESSIONAL SERVICES HA	3	1	1000-422-21-43	PROFESSIONAL SERVICES	20,556.25	20,556.25
11/17	11/02/2017	101766	9065	PETROW, ANDREW	PROFESSIONAL SERVICES HA	3	2	1001-2228-010	DEPOSIT-HAZARD MITIGATION	1,868.75	1,868.75
Total 3:											
11/17	11/02/2017	101767	895	POLLARDWATER	REPAIRS & MAINT- WATER	90527	1	7110-430-42-44	REPAIR AND MAINTENANCE-MI	329.77	329.77
Total 90527:											
11/17	11/02/2017	101768	582	RAY MORGAN CO	DOWN & UPSTAIRS COPIER	1788431	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	2,046.41	2,046.41
11/17	11/02/2017	101768	582	RAY MORGAN CO	COPIER-PD	1788431	2	1000-421-10-44	RENT & LEASES EQUIP & VEHI	591.38	591.38
Total 1788431:											
11/17	11/02/2017	101769	9138		WOODSTOVE REBATE	102517	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 102517:											
11/17	11/02/2017	101770	9137		WOODSTOVE REBATE	102517	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 102517:											
11/17	11/02/2017	101771	1368	SCHMIDT EQUIP. REPAI	SAFETY INSPECTION-STREETS	3027	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	150.00	150.00
Total 3027:											
11/17	11/02/2017	101772	8028		REIM OFFICE SUPPLIES	102417	1	7620-430-10-46	SUPPLIES-GENERAL	122.51	122.51
Total 102417:											
11/17	11/02/2017	101773	1076	SIERRA COFFEE AND BE	BOTTLED WATER	48715	1	1000-417-10-46	SUPPLIES-GENERAL	14.50	14.50
Total 48715:											
11/17	11/02/2017	101774	1265	SUSANVILLE PAINT CEN	PAINT- PARKS	35244	1	1000-452-21-46	SUPPLIES-GENERAL	759.79	759.79

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 35244:											
11/17	11/02/2017	101774	1265	SUSANVILLE PAINT CEN	SUPPLIES-L.L. FLOOD	35295	1	1003-452-20-46	SUPPLIES GENERAL	759.79	759.79
Total 35295:											
11/17	11/02/2017	101775	1244	TITLEIST	PROSHOP SUPPLIES- GC	904575455	1	7530-451-55-46	SUPPLIES - GENERAL	600.54	600.54
Total 904575455:											
11/17	11/02/2017	101775	1244	TITLEIST	PROSHOP SUPPLIES-GC	904928176	1	7530-451-55-46	SUPPLIES - GENERAL	109.99	109.99
Total 904928176:											
11/17	11/02/2017	101776	9082		RETURN DEPOSIT EP 17-22	091317	1	1001-2228-001	DEPOSITS-CURB, GUTTER, SID	480.00	480.00
Total 091317:											
11/17	11/02/2017	101777	1568	VERIFORCE	TECHNICAL SERVICES- GAS	265197	1	7401-430-62-43	TECHNICAL SVCS	238.00	238.00
Total 265197:											
11/17	11/02/2017	101778	749	VERIZON WIRELESS	CELLULAR PHONES - FIRE	979367515	1	1000-422-10-45	COMMUNICATIONS	430.77	430.77
Total 979367515:											
11/17	11/02/2017	101779	770	WESTERN NEVADA SUP	SUPPLIES- GAS	67174306	1	7401-430-62-46	SUPPLIES-GENERAL	324.32	324.32
Total 67174306:											
11/17	11/02/2017	101779	770	WESTERN NEVADA SUP	SUPPLIES- GEO	67185115	1	7301-430-52-46	SUPPLIES-GENERAL	114.54	114.54
Total 67185115:											
11/17	11/02/2017	101779	770	WESTERN NEVADA SUP	SUPPLIES-PARKS	67197694	1	1000-452-20-46	SUPPLIES-GENERAL	53.43	53.43
Total 67197694:											

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/17	11/02/2017	101779	770	WESTERN NEVADA SUP	SUPPLIES-PW	67202312	1	7620-430-10-46	SUPPLIES-GENERAL	6.69	6.69
Total 67202312:											
11/17	11/02/2017	101779	770	WESTERN NEVADA SUP	SUPPLIES-GAS	67207088	1	7401-430-62-46	SUPPLIES-GENERAL	272.45	272.45
Total 67207088:											
11/17	11/02/2017	101779	770	WESTERN NEVADA SUP	SUPPLIES-GAS	67207095	1	7401-430-62-46	SUPPLIES-GENERAL	.05	.05
Total 67207095:											
11/17	11/02/2017	101779	770	WESTERN NEVADA SUP	SUPPLIES-PARKS	67209799	1	1000-452-20-46	SUPPLIES-GENERAL	281.64	281.64
Total 67209799:											
11/17	11/02/2017	101779	770	WESTERN NEVADA SUP	SUPPLIES-WATER	67210016	1	7110-430-42-46	SUPPLIES-GENERAL	31.27	31.27
Total 67210016:											
11/17	11/02/2017	101779	770	WESTERN NEVADA SUP	SUPPLIES-GC	67213257	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	765.98	765.98
Total 67213257:											
Grand Totals:										765.98	765.98
										95,735.31	95,735.31

Report Criteria:

Report type: GL detail

Check Voided = False

Reviewed by: Interim City Administrator
 City Attorney

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

Submitted by: Heidi Whitlock, Assistant to the City Administrator

Action Date: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 17-5436** Approving Cooperative Agreement with Susanville Indian Rancheria Housing Authority

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The Susanville Indian Rancheria (SIR) is acquiring three parcels located within the City's municipal boundaries, which are intended for affordable, low income housing. SIR has leased the parcels to the Susanville Indian Rancheria Housing Authority (SIRHA) and the parcels must be used as rental or lease purchasing housing for low income families. However, the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) prohibits a recipient from using grant funds for rental of lease-purchase housing for low income members unless the local government, to address property taxes with tax exempt agencies with City jurisdiction over the proposed housing site, enters into a cooperative agreement. At this time, the City is being requested to enter into the attached local cooperative agreement.

FISCAL IMPACT: \$150 per dwelling unit annually

ACTION REQUESTED: Motion to approve Resolution No. 17-5436 approving the cooperative agreement between the City of Susanville and SIRHA.

ATTACHMENTS: Resolution No. 17-5436
Cooperative Agreement

RESOLUTION NO. 17-5436

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND DIRECTING THE MAYOR TO SIGN COOPERATIVE
AGREEMENT BETWEEN THE CITY AND THE SUSANVILLE INDIAN
RANCHERIA HOUSING AUTHORITY (SIRHA)**

WHEREAS, the Susanville Indian Rancheria Housing Authority has received parcels from the Susanville Indian Rancheria for the purpose of low income housing; and

WHEREAS, as a condition of receiving grants from the Native American Housing Assistance and Self-Determination Act of 1996, an agreement must exist between the local government and SIRHA to address property taxes with tax exempt agencies; and

WHEREAS, as part of this agreement, the City shall receive \$150 for each dwelling unit annually as stated in the agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby approves the Cooperation Agreement with the Susanville Indian Rancheria Housing Authority and authorizes the Mayor to sign said agreement.

Dated: November 15, 2017

Kathie Garnier, Mayor

ATTEST:

Gwenna MacDonald, City Clerk

The foregoing Resolution No. 17-5436 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 15th day of November, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

LOCAL COOPERATION AGREEMENT

This Agreement is made and entered on _____, 2017, between the Susanville Indian Rancheria Housing Authority (“SIRHA”), a political subdivision of the Susanville Indian Rancheria (“Tribe”), a federally recognized Indian tribe, and the City of Susanville (“City”), a California general law municipal corporation. The Tribe, SIRHA and City may be referred to herein as “Party” or together as the “Parties.”

RECITALS:

1. The Tribe is acquiring three (3) parcels of property located in the City’s municipal boundaries which are intended for affordable, low income residential development: APN #'s 103-061-19-11, 103-061-20-11 and 107-090-06-11 (“the Parcels”). The Tribe has leased the Parcels to SIRHA under a written lease for a 50-year term. Under the lease the Parcels must be used exclusively as rental or lease-purchase housing for low income families. In the future, the Tribe or SIRHA may acquire additional parcels within the City to develop “affordable housing” under the Native American Housing Assistance and Self-Determination Act of 1996. (“NAHASDA,” 25 U.S.C. §4101 et seq.)

2. NAHASDA provides block grants to federally recognized Indian Tribes and “Tribally Designated Housing Entities” or “TDHEs” (“Recipient” or “Recipients”) to undertake affordable housing activities.

3. NAHASDA prohibits a Recipient from using NAHASDA block grants for rental or lease-purchase housing for low income tribal members which is owned by a TDHE, unless the local government with jurisdiction over the proposed housing site or sites enters an agreement with the Recipient for local cooperation (“Local Cooperation Agreement”).

5. Where the property is exempt from real and personal property taxes, NAHASDA requires the Recipient to agree in the Local Cooperation Agreement to make payments to the applicable local government in lieu of taxes. The in-lieu payment must be an amount equal to the greater of \$150 per dwelling unit or 10 percent of the difference between the shelter rent and the utility cost, or such lesser amount as--

(A) is prescribed by State, tribal, or local law;
(B) is agreed to by the local governing body in a local cooperation agreement; or
(C) the recipient and the local governing body agree that such user fees or payments in lieu of taxes shall not be made. (See 25 USC §4111(d).)

6. The purpose of this Agreement is to satisfy the local cooperation requirements of NAHASDA.

AGREEMENT: In reliance upon these recitals and the contents of this Agreement, the parties agree as follows:

1. This agreement applies to any real property in the City of Susanville owned by the Tribe or SIRHA in fee and on which SIRHA has or will construct, own or administer housing units for rent to low income households as defined in NAHASDA, including the Parcels (the "Property").

2. For each dwelling unit on the Property as to which the County Tax Assessor has approved an exemption from taxation under Revenue and Taxation Code Section 237, SIRHA shall pay \$150 to the City each year on or before April 10 in lieu of such taxes or other amounts as prescribed therein, subject to the limits in paragraph 3, below. The Parties agree that \$150 per dwelling unit is the correct amount for these in lieu payments.

3. Payments by SIRHA under paragraph 2 shall not exceed the amount of taxes which would have been paid on the Property for such year if the Property were not exempt from taxes.

4. Even if the Property is exempted from real and personal property taxes under Revenue and Taxation Code Section 237 and without regard to its ownership by a federally recognized Indian tribe or the SIRHA, the City shall provide the same services to the Property as it provides to other similarly situated property in the City. The Property shall not receive different or less services or on different terms solely as a result of the provisions of this agreement or because the Property is exempt from real or personal property taxes or because it is owned by a federally recognized Indian tribe or the SIRHA. In order to receive public or municipal services for which fees are charged to other similarly situated recipients of said services, the SIRHA shall pay all such fees and charges.

5. This Agreement shall remain in effect as long as the Property is owned in fee by the Tribe and is leased to SIRHA or is owned by SIRHA. This agreement shall terminate as to any portion of the Property which is accepted by the United States into trust for a federally recognized Indian tribe.

6. Any amounts owed to SIRHA or City under the terms of this Agreement shall be enforceable as an ordinary, unsecured debt.

7. Any disputes between the parties concerning the terms of this Agreement shall be resolved by binding arbitration under Part 3, Title 9 of the California Code of Civil Procedure, commencing with Section 1280. The SIRHA hereby waives any sovereign immunity from unconsented suit it may enjoy for the limited purpose of enforcing the provision of this agreement requiring the arbitration of disputes or for confirming the award of an arbitrator. The SIRHA does not waive its sovereign immunity or consent to suit as to any party other than the City or for any claim other than a claim for breach of this agreement or as to any claim for consequential or punitive damages. The SIRHA does not waive its immunity from suit or consent to suit as to any claim as to which the City has not served the SIRHA with a written request for arbitration within 90 days after the cause of action accrues or as to which it has not filed an action to confirm an arbitrator's award within 90 days after the arbitrator has served the parties with his or her written decision. SIRHA does not waive the sovereign immunity of the

Susanville Indian Rancheria or any other entity or person.

8. This Agreement constitutes the entire agreement between parties concerning the subject matter of the agreement. This Agreement supersedes all prior and contemporaneous agreements not specifically identified in this Agreement, and all prior representations and understandings of the parties, which are merged into this Agreement.

9. This Agreement is the product of negotiation and preparation by and among each party hereto and its attorneys. Therefore, the parties acknowledge and agree that this Agreement shall not be deemed to have been prepared or drafted by one party or another, and that it shall be construed accordingly.

10. No supplement, modification, waiver or amendment with respect to this Agreement shall be binding unless executed in writing by the party against whom enforcement of such supplement, modification, waiver, or amendment is sought.

11. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile or other electronically transmitted signatures on this Agreement shall constitute originals signatures of the parties.

12. The signatories to this Agreement warrant and represent that they have authority to execute this Agreement and to bind the parties on whose behalf they execute this Agreement.

13. The parties hereto shall reasonably cooperate with each other, including executing all necessary further documents, if any, to carry out the purpose and intent of this Agreement.

14. Whenever notice, payment or other communication is required or permitted under this Agreement it shall be deemed to have been given when personally delivered, telefaxed or deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

CITY OF SUSANVILLE:

Dan Newton, Interim City Administrator
Jessica Ryan, City Attorney
66 North Lassen Street
Susanville, CA 96130
530.257.1000
info@cityofsusanville.org

SIRHA:

Wanda Brown, Chairperson
807 Joaquin Street, Suite G
Susanville, CA 96137
(530)257-5033

Either party may change the address to which notices must be sent by providing notice of that change as provided in this paragraph.

WHEREFORE, this agreement is effective on the date first written above.

**SUSANVILLE INDIAN RANCHERIA
HOUSING AUTHORITY**

By: _____
Wanda Brown, Chairperson

ATTEST:

Secretary

Approved as to form:

David J. Rapport SIRHA Attorney

CITY OF SUSANVILLE

By: _____
Dan Newton, Interim City
Administrator

ATTEST:

Gwenna MacDonald, City Clerk

Approved as to form:

Jessica Ryan, City Attorney

Reviewed by: Interim City Administrator
 City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

SUBMITTED BY: Deborah Savage, Finance Manager

ACTION DATE: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 17-5451**, Approving the release of Skyline/Highway 139 Traffic Signal Mitigation Fees to Lassen County for reimbursement of local funds expended during the Skyline Road East construction project.

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: At the October 18, 2017 Council meeting, staff presented the Annual Mitigation Report and discussed the mitigation fees that had been collected beginning in 1993 for the construction of a traffic signal at the intersection of Skyline and Highway 139. This traffic signal was installed in 2008-2009 as part of the Skyline Road East project. Lassen County utilized Federal STIP (State Transportation Improvement Project) funding for 85.40% with State of California and the Local County Roads Funds for the 14.60% local match. The attached paperwork provided by the County shows the cost of the entire project and the amount (\$83,282.11) of local funding provided by the County Roads Funds. The final detail estimate of cost for the traffic signal and lighting for the project was \$251,000. Federal STIP would have reimbursed for 85.40% or \$214,354 and the local match would have been 14.60% or \$36,646. The City has collected \$18,311 in mitigation fees charged to developers in the Skyline Terrace area as per Resolution No. 93-2473. These fees can be turned over to the County to reimburse the the cost of the local match on the installation of the traffic signal.

FISCAL IMPACT: \$18,311 in mitigation fees collect for the Skyline/Highway 139 traffic signal to be paid to the Lassen County Transportation Commission

ACTION REQUESTED: Consider motion to adopt Resolution 17-5451 Approving the Release of Skyline/Highway 139 Traffic Signal Mitigation Fees to the Lassen County for reimbursement of local funds expended during the Skyline Road East construction project.

ATTACHMENTS: Resolution No. 17-5451
Skyline/Highway 139 Construction Information

RESOLUTION NO. 17-5451
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING THE RELEASE OF SKYLINE/HIGHWAY 139 TRAFFIC SIGNAL
MITIGATION FEES TO LASSEN COUNTY FOR REIMBURSEMENT OF LOCAL
FUNDS EXPENDED DURING THE SKYLINE ROAD EAST CONSTRUCTION
PROJECT

WHEREAS, the City began collecting developer mitigation fees for the construction of a traffic signal at Skyline Drive and Highway 139 per Resolution No. 93-2473; and

WHEREAS, the City has collected \$18,311 in mitigation fees for the construction of the traffic signal; and

WHEREAS, the County constructed the traffic signal in 2008 as part of the Skyline Road East project; and

WHEREAS, the County expended funds from the Local County Roads Funds for the required local project match,

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves releasing the Skyline/Highway 139 Traffic Signal Mitigation Fees to the Lassen County for reimbursement of local funds expended during the construction of the Skyline Drive/Highway 139 Traffic Signal.

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 17-5451 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 15th day of November 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

November 3, 2017

SKYLINE ROAD EAST CONSTRUCTION COST SUMMARY

The Skyline Road East construction project included the installation of traffic signals, lighting and other improvements at the intersection of Skyline Road North, Skyline Road East and State Route 139.

Construction funding consisted of Federal STIP at 85.40 % and a combination of State Funding and Local Funding for the required 14.60 % match. State funding was utilized first and then local funding was utilized for the required match funding.

The total construction cost for Skyline Road East was \$5,773,978.67 which included \$4,933,659.60 federal funding, and \$840,319.07 in other funding consisting of \$757,036.96 State and \$83,282.11 in Local County Road Funds.

Enclosed is a copy of the Final Detail Estimate which shows the final construction costs per bid item as well as the final cost. The Robinson Canyon Mitigation Site was also included in this Final Detail Estimate.

Also enclosed is a copy of the Federal-Aid Invoices pertaining to the construction funding which were submitted to Caltrans for reimbursement. Billing No. 25 through No. 37 cover the construction invoices for Skyline Road East. Local County Road Funds were utilized as the required match on Billings No. 34A through 37.

FINAL DETAIL ESTIMATE

File: 02-LAS-CR
 Federal Project No.: RPSTPL-5907(013)
 Project Location: Skyline Road East
 Date: 6/15/11

To be used as a basis of agreement for Federal-aid Project #(1) RPSTPL-5907(013)
 in the City/County of(2) Lassen County - Skyline Road East from State Route 139 to Johnstonville Road

Construction Authorization Date:(3) January 30, 2006
 Type: (4) Construction of new two-lane roadway with Class 1 Bikepath
 Preliminary Engineering (Authorization Date:(5) July 24, 1998 and various

Right of way (Acquisition Authorization Date:(6) September 9, 1999 and various
 Acquisition (No. Parcels 17) \$ 447,735.00
 RAP
 (number homes _____) \$ _____
 (number businesses _____) \$ _____
 LRH (Parcel No. Name _____) \$ _____
 TOTAL COST \$ (7) 447,735.00

Utilities (Authorization Date:(8) N/A, 200 ____
 Total Cost \$ 0.00

Improvement Type Code: (9) 0.1 Length (10) 2.10 (miles)

Item Estimate (11)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Prepare Storm Water Pollution Prevention Plan	LS	Lump Sum	\$19,500.00	\$19,500.00
2	Construction Area Signs	LS	Lump Sum	\$3,600.00	\$3,600.00
3	Traffic Control System	LS	Lump Sum	\$62,300.00	\$62,300.00
4	Temporary Traffic Stripe (Paint)	LF	2000	\$3.20	\$6,400.00
5	Channelizer (Surface Mounted)	EA	170	\$40.00	\$6,800.00
6	Obliterate Surfacing	SY	933	\$7.00	\$6,531.00
7	Remove Fence	LF	4,167	\$7.00	\$29,169.00
8	Remove Stone Fence	LF	295	\$18.20	\$5,369.00
9	Remove Traffic Stripe	LF	2,000	\$4.80	\$9,600.00
10	Remove Asphalt Concrete Dike	LF	469	\$10.00	\$4,690.00

11	Relocate Roadside Sign	EA	3	\$270.00	\$810.00
12	Clearing and Grubbing	LS	Lump Sum	\$150,000.00	\$150,000.00
13	Roadway Excavation	CY	6,750	\$27.94	\$188,595.00
14 (F)	Structure Excavation (Culvert)	CY	196	\$24.00	\$4,704.00
15 (F)	Structure Backfill (Culvert)	CY	262	\$38.00	\$9,956.00
16	Ditch Excavation	LF	5,725	\$7.40	\$42,365.00
17	Imported Borrow	CY	35,188	\$19.98	\$703,056.24
18	Erosion Control (Type D)	LS	Lump Sum	\$39,240.00	\$39,240.00
19	24" Galv. Steel Pipe Conduit	LF	0	\$117.00	\$0.00
20	4" SCH 40 PVC Pipe Sleeve	LF	1,166	\$36.50	\$42,559.00
21	24" SCH 80 PVC Pipe Sleeve	LF	0	\$126.15	\$0.00
22	12" Corrugated Metal Pipe Culvert	LF	1,050	\$50.70	\$53,235.00
23	Class 3 Aggregate Sub-base	CY	20,511.65	\$23.27	\$477,306.10
24	Class 2 Aggregate Base	CY	20,594.29	\$30.62	\$630,597.16
25	Asphalt Concrete (Type B)	TON	16,876.85	\$80.00	\$1,350,148.00
26 (F)	Class 4 Concrete (Backfill)	CY	118.75	\$115.00	\$13,656.25
27 (F)	Minor Concrete (Structure)	CY	3	\$1.00	\$3.00
28	Construct Concrete Box Culvert	LS	Lump Sum	\$177,729.00	\$177,729.00
29	Roadside Sign -- One Post	EA	14	\$478.00	\$6,692.00
30	24" Reinforced Concrete Pipe (Class II)	LF	215	\$78.00	\$16,770.00
31	36" Reinforced Concrete Pipe (Class II)	LF	503	\$120.00	\$60,360.00
32	36" Bitumen Lined Corrugated Steel Pipe (1/8" thick)	LF	0	\$153.00	\$0.00
33	64" x 43" Corrugated Steel Pipe Arch 1/8" thick)	LF	245	\$196.00	\$48,020.00
34	Filter Fabric	SY	29,900	\$1.00	\$29,900.00
35	24" Corrugated Steel Flume Down Drain	LF	10	\$57.00	\$570.00
36	24" Entrance Taper	EA	1	\$778.00	\$778.00

37	24" Concrete Flared End Section	EA	7	\$795.00	\$5,565.00
38	36" Concrete Flared End Section	EA	8	\$1,500.00	\$12,000.00
39	64" x 43" Steel Flared End Pipe Arch Section	EA	6	\$1,800.00	\$10,800.00
40	Concrete DI (Type G1)	EA	0	\$2,100.00	\$0.00
41	Rock Slope Protection (Method B)	CY	91	\$34.00	\$3,094.00
42	Minor Concrete (Curb)	LF	481	\$56.00	\$26,936.00
43 (F)	Minor Concrete (Sidewalk)	CY	55	\$373.00	\$20,515.00
44 (F)	Minor Concrete (Curb Ramp)	EA	8	\$500.00	\$4,000.00
45	Fence (Type BW, 6 Strand, Metal Post)	LF	21,655	\$7.50	\$162,412.50
46	16' Powder River Gates	EA	32	\$350.00	\$11,200.00
47	Metal Beam Guard Railing	LF	101	\$165.00	\$16,665.00
48	Chain Link Railing (Type 7)	LF	103	\$43.00	\$4,429.00
49	Terminal System (Type ET)	EA	4	\$3,840.00	\$15,360.00
50	Paint Traffic Stripe (2 Coat)	LF	46,758	\$0.25	\$11,689.50
51	Paint Pavement Marking (2 Coat)	SY	285	\$38.50	\$10,972.50
52	Pavement Marker (Reflective)	EA	104	\$12.80	\$1,331.20
53	Reconstruct Drainage Ditch	LS	Lump Sum	\$7,330.00	\$7,330.00
54	Signal and Lighting	LS	Lump Sum	\$251,000.00	\$251,000.00
55	Salvage Luminare	EA	0	\$1,510.00	\$0.00
56	Temporary Fence	LF	2,354	\$5.70	\$13,417.80
57	Construction Staking	LS	Lump Sum	\$45,000.00	\$45,000.00
58	Mobilization	LS	Lump Sum	\$38,000.00	\$38,000.00

Subtotal Contract Items	<u>\$ 4,872,726.25</u>
Agency/State Furnished Materials	<u>\$ 24,277.49</u>
Force Account (Day Labor) - striping, etc.	<u>\$ 0.00</u>
Total	<u>\$4,897,003.74</u>
Contingencies (Including supplemental work)	<u>\$ 876,974.93</u>
Contract Total	<u>\$ 5,773,978.67</u>
Construction Engineering	<u>\$ 333,757.78</u>
TOTAL COST	<u>\$ 6,107,736.45</u>

Distribution All Projects: (1) Original + 4 copies-Caltrans District Local Assistance Engineer. (2) Copy-Local Agency Project File

**DETAIL ESTIMATE
SUMMARY (15)**

	<u>Total Cost</u>	<u>Participating Cost</u>	<u>Federal Funds</u>	<u>Other Funds</u>
Preliminary Engineering	<u>\$631,366.00</u>	<u>\$631,366.00</u>	<u>\$522,348.78</u>	<u>\$109,017.22</u>
Right of way	<u>\$543,106.05</u>	<u>\$543,106.05</u>	<u>\$475,877.69</u>	<u>\$67,228.36</u>
Construction	<u>\$5,773,978.67</u>	<u>\$5,773,978.67</u>	<u>\$4,933,659.60</u>	<u>\$840,319.07</u>
<u>Improvement type</u> Code: <u>East</u>				
Code: <u>Rob. Can.</u>	<u>\$480,483.69</u>	<u>\$480,483.69</u>	<u>\$410,333.07</u>	<u>\$70,150.62</u>
Construction Engineering:	<u>\$333,757.78</u>	<u>\$313,377.78</u>	<u>\$271,562.00</u>	<u>\$62,195.78</u>
Total Cost	<u>\$7,762,692.19</u>	<u>\$7,742,312.19</u>	<u>\$6,613,781.14</u>	<u>\$1,148,911.05</u>

Contract Items Participating	=	<u>\$(16) 4,872,726.25</u>	=	<u>100</u>	%
Contract Items nonparticipating	=	<u>\$ 0.00</u>	=		%
Total	=	<u>\$4,872,726.25</u>	=	<u>100</u>	%

* Reimbursement Ratio: (17) 85.2 %

Appropriation Code(s) (18)
Q240, Q220, H220, H240

Note: Overall project totals which includes Robinson Canyon Site construction.

Name/Date Prepared Larry D. Gull 8/30/11

* Reimbursement ratios may vary within each phase of work such as Emergency Relief PE for Emergency Repair (100%) and PE for restoration (88.53%). In these cases, the detailed estimate shall include two separate lines of preliminary engineering.

Distribution All Projects: (1) Original + 4 copies-Caltrans District Local Assistance Engineer.
(2) Copy-Local Agency Project File

Public Works, Transportation, County Engineer

707 Nevada Street,
Susanville, CA

Phone: (530) 251-
FAX: (530) 251-2

FEDERAL-AID INVOICE

Lassen County Public Works
707 Nevada Street, Suite 4
Susanville, Ca. 96130

Billing No: 34 A

Invoice No: RPSSTPL-5907(013)
Federal-aid Project No: 94-6000517
Tax Identification No:

Date Project Accepted by City/County: Ongoing
Project Location: In Lassen County-Skyline Road East from SR 139 to Johnstonville Rd. -PPNO#2046-SB45

Invoice is claimed pursuant to Local Agency-State
Contract Supplement No., M001 executed on 2/9/99

34 * 002 * 94 +
33 * 370 * 75 +
5 * 280 * 79 +
9 * 827 * 65 +
83 * 282 * 11 *

0 * *

PS&E STIP	E&P TEA-old	PS&E STIP-Tea	R/W STIP	R/W TEA-old	R/W STIP-Tea	R/W STIP	CE STIP	Const STIP	Total
\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$289,680.58	\$5,423,560.99	\$6,887,713.62
\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$18,480.00	\$5,423,560.99	\$6,887,713.62
\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$271,200.58	\$5,423,560.99	\$6,887,713.62
\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$226,830.35	\$4,092,179.39	\$5,493,481.79
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,370.23	\$1,331,381.60	\$1,394,231.83
80%	88.53%	88.53%	80%	88.53%	88.53%	88.53%	\$62,850.23	85.40%	\$1,176,280.85
20%	-	11.47%	20%	-	11.47%	11.47%	\$39,280.96	\$159,578.77	\$164,628.29
-	11.47%	-	-	11.47%	-	-	\$5,049.52	-	\$159,578.77
-	-	-	-	-	-	-	\$18,519.75	\$34,882.94	\$53,402.69
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,330.48	\$1,296,578.66	\$1,340,909.14



County of Lassen

DEPARTMENT of PUBLIC WORKS

LARRY MILLAR, Director Public Works, Transportation, County Engineer

707 Nevada Street, Suite 4
Susanville, CA 96130

☎ 530) 251-8288
FAX: (530) 251-2675

February 5, 2009

Department of Transportation
Division of Accounting, MS 33
Local Program Accounting Branch
Attention: Invoice Control
P.O. Box 942874
Sacramento, CA 94274-0001

FEDERAL-AID INVOICE

Lassen County Public Works
707 Nevada Street, Suite 4
Susanville, Ca. 96130

Billing No: 35
Invoice No: RPSIPL-5907(013)
Federal-aid Project No: 94-6000517
Tax Identification No: Ongoing
Date Project Accepted by City/County: In Lassen County-Skyline Road East from SR 139 to Johnstonville Rd. --PPNO#2046-SB45
Project Location: Ongoing

Reimbursement for Federal funds is claimed pursuant to Local Agency-State Agreement No. 02-5907, Program Supplement No., M001 executed on 2/9/99

Federal Appropriations Code	PS&E STIP	E&P TEA-old	PS&E STIP-Tea	R/W STIP	R/W TEA-old	R/W STIP-Tea	R/W STIP	CE STIP	Const. STIP	Total
33DO/Q240	\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$317,756.08	\$5,652,127.76	\$7,144,355.89
1A0000L										
7/24/1998										
7/24/98										
4/31/04										
Less: Retention										
Liquidated Damages										
Nonparticipating Costs										
Overhead										
Subtotal	\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$317,756.08	\$5,652,127.76	\$7,144,355.89
Plus: Payment of Previously Withheld Retention										\$18,480.00
Federal Participating Costs to Date	\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$299,276.08	\$5,652,127.76	\$7,125,875.89
Less: Participating Costs on Previous Invoice										\$6,887,713.62
Change in Part. Costs (Fed)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,075.50	\$228,566.77	\$256,642.27
Change in Part. Costs (State)	80%	88.53%	88.53%	80%	88.53%	88.53%	88.53%	88.53%	85.40%	\$220,051.26
Reimbursement Ratio										
Federal Reimbursement										
State Reimbursement Ratio (also use for TSM Match)	20%	-	11.47%	20%	-	11.47%	11.47%	-	-	-
Local Match Ratio	-	11.47%	-	-	11.47%	-	-	\$3,220.26	\$33,370.75	\$36,591.01
Amount of this claim	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,855.24	\$195,196.02	\$220,051.26

DEPARTMENT OF PUBLIC WORKS

LARRY MILLAR, Director Public Works, Transportation, County Engineer

August 21, 2009

Department of Transportation
 Division of Accounting, MS 33
 Local Program Accounting Branch
 Attention: Invoice Control
 P.O. Box 942874
 Sacramento, CA 94274-0001

FEDERAL-AID INVOICE

Lassen County Public Works
 707 Nevada Street, Suite 4
 Susanville, Ca. 96130

Billing No: 37
 Invoice No:
 Federal-aid Project No: RPSSTPL-5907(013)
 Tax Identification No: 94-6000517
 Ongoing
 Date Project Accepted by City/County:
 Project Location: In Lassen County-Skyline Road East from SR 139 to Johnstonville Rd. -PPNO#2046-SB45

Reimbursement for Federal funds is claimed pursuant to Local Agency-State Agreement No. 02-5907, Program Supplement No., M001 executed on 2/9/99

PS&E STIP	E&P TEA-old	PS&E STIP-Tea	R/W STIP	R/W TEA-old	R/W STIP-Tea	R/W STIP	CE STIP	Const. STIP	Total
\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$323,053.52	\$6,254,462.36	\$7,751,987.93
\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$18,480.00	\$6,254,462.36	\$18,480.00
\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$304,573.52	\$6,254,462.36	\$7,733,507.93
\$433,089.53	\$103,276.47	\$95,000.00	\$57,843.85	\$6,790.05	\$203,472.15	\$275,000.00	\$299,276.08	\$6,168,781.25	\$7,642,529.38
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,297.44	\$85,681.11	\$90,978.55
80%	88.53%	88.53%	80%	88.53%	88.53%	88.53%	88.53%	85.40%	\$80,543.30
20%	-	11.47%	20%	-	11.47%	11.47%	-	-	-
-	11.47%	-	-	11.47%	-	-	\$607.62	\$9,827.63	\$10,435.25
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,689.82	\$75,853.48	\$80,543.30

Reviewed by: 2 Interim City Administrator
 City Attorney

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

Submitted by: Daniel Gibbs, Acting Public Works Director

Action Date: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution Number 17-5452** awarding Mike Engman Company, Susanville, CA the bid for emergency road repair work at the Bagwell and Cady Springs sites, authorizing the Interim City Administrator to execute a contract with Mike Engman Company, and amending the Public Works Water Operations budget in the amount of \$15,500 to complete the desired work.

PRESENTED BY: Daniel Gibbs, Acting Public Works Director

SUMMARY: The Public Works Department is in need of immediate repairs to the access roads for the Bagwell and Cady Springs sites. Winter weather and recent thunderstorms have eroded sections of the access roads and deposited material in areas where it is blocking drainage ditches and culverts or impacting or facilities.

Water Operations personnel visit the spring sites weekly, regardless of weather conditions to check a variety of parameters to ensure that our valuable water sources are functioning safely and operating at levels suitable to the City's demand. It is imperative that the access roads are safe and navigable in all types of weather to staff.

Public Works Engineering staff contacted local contractors that were deemed capable of providing the work needed and invited them to attend field meetings with the Water Division Supervisor to identify, discuss and agree upon a scope of work. Only three (3) contractors visited the sites and submitted bids. The results of these bids are as follows:

	<u>CONTRACTOR</u>	<u>BAGWELL</u>	<u>CADY SPRINGS</u>	<u>TOTAL</u>
1.	Mike Engman Company, Susanville, CA	\$ 8,600.00	\$ 6,900.00	\$ 14,300.00
2.	Impact Construction Susanville, CA	\$ 11,125.00	\$ 13,369.00	\$ 24,494.00
3.	Pee Wee Enterprises Susanville, CA	\$ 22,500.00	\$ 7,400.00	\$ 29,900.00

Mike Engman Company was deemed to be the lowest responsible bidder. Their bid is attached for Council's review in the amount of \$14,300. The low bid also provides for additional work (not included above) on the Cady Springs Road in the amount of \$1,200 for placement of asphalt grinds material that Mr. Engman felt necessary.

Asphalt grinding material, located at the City's stockpile along Skyline Road and SR 139 will be provided by City staff in advance of the contractor commencing with road repairs. Once the attached agreement is fully executed, Mike Engman Company will pursue the work on the access roads as weather allows.

The Public Works Water Operations fund currently has approximately \$202,564 in cash available for any needed facility related maintenance and improvements. The estimated cost for this project is \$14,300 with an additional \$1,200 for extra work if deemed necessary by the City which includes all labor, contractor supplied materials and equipment to complete the work.

FISCAL IMPACT: Estimated project cost not to exceed \$15,500.

ACTION REQUESTED: Resolution Number 17-5452 awarding Mike Engman Company, Susanville, CA the bid for emergency road repair work at the Bagwell and Cady Springs sites, authorizing the Interim City Administrator to execute a contract with Mike Engman Company, and amending the Public Works Water Operations budget in the amount of \$15,500 to complete the desired work.

ATTACHMENTS: Resolution 17-5452
Mike Engman Company Bid
Agreement for Services with Mike Engman Company

RESOLUTION NUMBER 17-5452
A RESOLUTION OF THE CITY COUNCIL OF SUSANVILLE TO EXECUTE A CONTRACT WITH MIKE ENGMAN COMPANY FOR EMERGENCY REPAIR OF ACCESS ROADS TO THE BAGWELL AND CADY SPRINGS AND AMENDING PUBLIC WORKS WATER OPERATIONS BUDGET.

WHEREAS, the City of Susanville Public Works Department has identified that it is in the best interest of the City to make emergency repairs in advance of inclement weather for the access roads tot hew Bagwell and Cady Springs sites in Susanville, California; and

WHEREAS, it is the desire of the City of Susanville to provide safe and maintainable all weather access for the purpose of maintaining and protecting the City's culinary water sources; and

WHEREAS, recent weather events have damaged the access roads for Bagwell and Cady Springs to point of potentially unsafe conditions and deterioration thus requiring repair and re-establishment of the road surface and adjacent storm run-off facilities; and

WHEREAS, the City of Susanville Public Works Department has pursued local general engineering contractors in order to obtain sufficient bids to comply with appropriate sections of the California Public Contract Code and has found Mike Engman Company of Susanville as the lowest responsible bidder in the amount of \$14,300 plus \$1,200 for proposed additive work; and

WHEREAS, adequate funding in the amount of \$202,564 is available in the Public Works Water Operations Fund for use in contracting for professional services and can be used to compensate contractors for work deemed necessary.

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

- 1) Award the bid as submitted to Mike Engman Company for the repair and restoration of access roads to the Bagwell and Cady Springs; and
- 2) Authorize the Interim City Administrator to execute a contract with Mike Engman Company; and
- 3) Amend Public Works Water Division budget in an amount not to exceed \$15,500 for the repair of access roads for the Bagwell and Cady Springs owned by the City of Susanville.

APPROVED: _____
Kathie Garnier, 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 15th day of November, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

AGREEMENT
CITY OF SUSANVILLE
DEPARTMENT OF PUBLIC WORKS

THIS AGREEMENT, made and concluded, in duplicate, on November 16, 2017 between the City of Susanville thereof, (herein after referred to as "City"), and MIKE ENGMAN COMPANY.; P O BOX 270429; SUSANVILLE, CA 96127 (herein after referred to as "Contractor").

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Contractor, and under the conditions expressed in bonds (where required), bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists and laborers, the work described in the project specifications and the project plans described below, including any addenda thereto, which said project specifications, project plans, are hereby specially referred to and by such reference made a part hereof. **The scope of work to be done as dated OCTOBER 16, 2017 and known as:**

BAGWELL AND CADY SPRINGS ACCESS ROAD REPAIRS
CITY OF SUSANVILLE;
DEPARTMENT OF PUBLIC WORKS
SUSANVILLE, CA

ARTICLE II.--The Contractor and City agree that the Advertisement (Notice to Bidders), the wage scale (prevailing wage), the specifications (including special provisions), plans, addendums (if any), and proposal together with this agreement make up the whole and entire contract for delivery of this project, complete and in place, fully functioning in a safe, clean and reasonable condition.

ARTICLE III.--The City hereby promises and agrees with the said Contractor to pay in current funds for the performance of the contract the sum amount of no less than \$14,300.00 and no more than \$15,500.00 as determined appropriate by the City in United States currency dollars and cents for an understood price based upon materials set forth in the proposal as indicated in the accepted bid documents less any agreed to revisions or addendums. Material quantities are estimated quantities and, except where provisions allow in the specifications, are considered final contract price, unless revised by common agreement under a contract change order, where necessary to reflect true quantities, either more or less than those estimated.

The Contractor agrees to provide the materials and to do the work, complete and in place, according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

AGREEMENT, CONT'D

ARTICLE IV. – If the Contractor should be adjudged a bankrupt or if he should make a general assignment for the benefit of creditors or if a receiver be appointed on account of any insolvency or if he or his subcontractors should violate any provisions of this contract or refuse, or fail to supply proper skilled workman or materials or should he fail to make prompt payment to subcontractors for material or labor or disregard laws, ordinances or the instructions of the City, the City may cause to justify action, serve written notice to the Contractor and his surety of the intention to terminate unless the contractor, within five (5) days after serving such notice and such violations shall cease and satisfactory arrangements for corrections are made the contract shall expire after five days and be considered ceased and terminated.

Upon such unfortunate termination, the City shall serve notice to the surety and Contractor with the surety have the right to take over all terms and conditions entered into and perform (complete) the contract to the satisfaction of the City. However, if within ten (10) days of written notice, the surety does not elect to take over said contract, the City has the right to take over the contract and complete the project or under any other means it deems advisable including but not limited to retaining other contractors to complete the project. All additional costs incurred by the City in the effort to complete the original contract shall be the responsibility of the Contractor and his surety and the City shall not be liable for any additional costs over the original agreed to amount as contracted. This includes any and all materials delivered to the project site but not placed or ordered specifically for the project yet remains outside the City's possession. All work paid for yet having failed to be completed shall be deemed at the expense of the original contractor or his surety regardless that in the event a substitute contractor completes the work.

ARTICLE V.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

ARTICLE VI.— The Contractor shall maintain the required and appropriate bonding and insurance requirements as applicable to maintain proper standing with the Contractors State Licensing Board of California. Sureties, as required to remain in place for the contract shall be written by a surety company acceptable to the City, as prescribed by law and authorized to perform business for this purpose in the State of California. Said surety shall maintain a permanent and fully functioning office and licensed to reside within the boundaries of California. Bonds shall contain provisions, if required by the State, that if the Contractor or his subcontractors fail to make payments for amount due under the Unemployment Insurance Code, all deductions, withholds and taxes shall be paid to the Employment Development Department and to the Franchise Tax Board pursuant to Section 13020 of the Unemployment Insurance Code.

ARTICLE VII.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

AGREEMENT, CONT'D

ARTICLE VIII.--As Contractor I agree to commence the work required by the Contract Documents within (15 Calendar Days after the date of the Notice to Proceed and will complete the same within **20 Working Days** or as weather allows unless the period of completion is extended otherwise by the Contract Documents.

ARTICLE IX.--As Contractor I agree to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY OF SUSANVILLE, DEPARTMENT OF PUBLIC WORKS, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the City Engineer under them, to wit:

CITY OF SUSANVILLE

(SEAL)

APPROVED AS TO FORM:

By : _____
Name : _____
Title : _____
Date : _____

By : _____
Name: _____
Title : _____
Date : _____

ATTEST:

CONTRACTOR

By : _____
Name : _____

Title : _____
Date : _____

By : _____
Name: MIKE ENGMAN (SENGMAN@YAHOO.COM)
MIKE ENGMAN COMPANY
Address : P. O. BOX 270429; SUSANVILLE, CA 96127
Date : _____

ATTACH NOTARY



MIKE ENGMAN COMPANY
PO BOX 270429
SUSANVILLE, CA 96127

PROPOSAL 1065

PROPERTY LINES: Owner shall locate and point out property lines to contractor. Contractor may, at his option, require owner to provide a licensed land surveyor's map of property.

530-252-4544

Submitted To: City of Susanville
Susanville Public Works

OCT 23 2017

RECEIVED

JOB NAME/NUMBER	JOB PHONE
JOB LOCATION <u>Cady Springs</u>	DATE OF PLANS
ARCHITECT	STARTING DATE <u>11/20/17</u>
COMPLETION DATE (Approximate) <u>12/1/17 weather pending</u>	

SUBSTANTIAL COMMENCEMENT OF WORK SHALL CONSIST OF

Road Repair

CONTRACTOR'S LICENSE NUMBER <u>643648</u>	HOME IMPROVEMENT SALESPERSON	SALESPERSON'S REGISTRATION NUMBER	DATE OF PROPOSAL <u>10/22/17</u>
--	------------------------------	-----------------------------------	-------------------------------------

We hereby submit specifications and estimates for:

<u>Ditch Re-establishment 250 LF</u>	<u>—</u>	<u>\$ 1200.00</u>
<u>Road Surface erosion repair 1000 LF</u>	<u>—</u>	<u>\$ 3600.00</u>
<u>Water Bars 12' long 3 each @ \$300</u>	<u>—</u>	<u>\$ 900.00</u>

Additive:

Approx 52 tons 1 1/2" Base rock for suitable compactable material for road surface erosion repair

— \$ 1200.00

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSED CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING - IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION.

We Propose to perform the above work in accordance with the drawings and specifications submitted, and to complete it in a workmanlike manner according to standard practices for the sum of: \$ 6900.00

Down Payment of: 0

PAYMENT SCHEDULE. The Contract Price shall be paid in progress payments, which do not include finance charges of any kind, according to the following schedule:

____ % (\$ _____) upon signing Contract;

____ % (\$ _____) upon completion of _____;

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the Owner or Tenant contracting for the home improvement or swimming pool, a full and unconditional release from any claim or mechanic's lien for that portion of the



MIKE ENGMAN COMPANY
PO BOX 270429
SUSANVILLE, CA 96127

Page No. 1 of 1 Pages

PROPOSAL 1066

PROPERTY LINES: Owner shall locate and point out property lines to contractor. Contractor may, at his option, require owner to provide a licensed land surveyor's map of property.

530-252-4544

Submitted To: City of Susanville

JOB NAME/NUMBER _____ JOB PHONE _____

JOB LOCATION Bagnell Springs
ARCHITECT _____ DATE OF PLAN _____

Susanville Public Works

OCT 23 2017

STARTING DATE 11/20/17 COMPLETION DATE (Approximate) 12/1/17 weather pending

RECEIVED

SUBSTANTIAL COMMENCEMENT OF WORK SHALL CONSIST OF

ROAD REPAIR

CONTRACTOR'S LICENSE NUMBER 643648 HOME IMPROVEMENT SALESPERSON _____ SALESPERSON'S REGISTRATION NUMBER _____ DATE OF PROPOSAL 10/22/17

We hereby submit specifications and estimates for:

- Ditch re-establishment 500 LF — \$1500.00
- 18" culvert Replacement 30 LF — \$1400.00
- Road surface erosion repair 1000 LF — \$2400.00
- Water bars 16' long - 3 each @ \$300 \$900.00
- Asphalt grindings placement 150 cy - \$2400.00

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSED CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING -- IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION.

We Propose to perform the above work in accordance with the drawings and specifications submitted, and to complete it in a workmanlike manner according to standard practices for the sum of:

\$8600.00

Down Payment of: 0

PAYMENT SCHEDULE. The Contract Price shall be paid in progress payments, which do not include finance charges of any kind, according to the following schedule:

____ % (\$ _____) upon signing Contract;

____ % (\$ _____) upon completion of _____;

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the Owner or Tenant contracting for the home improvement or swimming pool, a full and unconditional

Reviewed by: Interim City Administrator
 City Attorney

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

Submitted by: Daniel Gibbs, Acting Public Works Director

Action Date: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution Number 17-5453 awarding Crazy J's Concrete Inc. the bid for repair to the easterly retaining wall recently installed in Pancera Plaza on South Gay Street, authorizing Interim City Administrator to execute contract with Crazy J's Concrete Inc. and amending Streets budget in the amount of \$7,800 to complete the project.

PRESENTED BY: Daniel Gibbs, Acting Public Works Director

SUMMARY: A retaining wall in Pancera Plaza on S. Gay St. was damaged by a Lassen County vehicle in an accident that occurred on September 7, 2017. ST Rhoades, Redding California, the contractor that performed the initial work in Pancera Plaza attempted to make their concrete crews available to replace the wall and continue with other minor repairs but could not find a suitable break in their schedule to return to town.

Crazy J's Concrete Inc., was then approached by staff to evaluate the damage, determined suitable to perform the work and complete it in a reasonable amount of time. A quote in the amount of \$7,800 was provided by Crazy J's Concrete to repair the damage. Once a contract is executed, Crazy J's Concrete Inc. will coordinate with Public Works staff to expedite completion of the repairs.

A claim has been submitted to the County and approved for reimbursement through their claims representative pending the submittal of final costs representing completion of the repairs.

FISCAL IMPACT: None. Increases in the Streets Division budget are needed to account for the pass through expenditures and subsequent revenues from Lassen County for reimbursement.

ACTION REQUESTED: Motion to adopt Resolution Number 17-5453 awarding Crazy J's Concrete Inc. the bid for repair to the easterly retaining wall recently installed in Pancera Plaza on South Gay Street, authorizing Interim City Administrator to execute contract with Crazy J's Concrete Inc. and amending Streets budget in the amount of \$7,800 to complete the project

ATTACHMENTS: Resolution 17-5453
Crazy J's Concrete Quote

RESOLUTION NUMBER 17-5453
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AWARDING A BID TO CRAZY J CONCRETE FOR THE REPAIR OF THE PANCERA PLAZA RETAINING WALL ON SOUTH GAY STREET AND AMENDING THE PUBLIC WORKS ADMINISTRATION BUDGET TO COMPLETE THE WORK.

WHEREAS, a section of retaining wall was damaged in Pancera Plaza on South. Gay St. in a vehicle accident on September 7, 2017; and

WHEREAS, the Public Works Department has determined that approximately 20 feet of the retaining wall needs to be repaired and/or replaced; and

WHEREAS, an active insurance claim has been submitted to the County for reimbursement to the City of Susanville for the repairs made due to damage that occurred as a result of the vehicle accident on September 7, 2017; and

WHEREAS, ST Rhoades, currently under contract for completion of Pancera Plaza is unable to complete the work in a timely fashion given their present commitments; and

WHEREAS, the City of Susanville Public Works Department has found Crazy J's Concrete Inc. as a suitable contractor to perform the desired work in an expeditious manner for an amount of \$7,800 to complete repairs on the Pancera Plaza retaining wall on the east side of South Gay Street; and

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

- 1) Award Bid to Crazy J's Concrete Inc. for the repair of retaining wall in Pancera Plaza on South Gay Street.
- 2) Authorize the Interim City Administrator to execute a contract with Crazy J's Concrete Inc.
- 3) Authorize increasing the Streets Division budget for revenues and expenditures on the pass through amount of \$7,800 to complete the work.

APPROVED: _____
Kathie Garnier, 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 15th day of November, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

Crazy J's Concrete Inc.

675 Monte Vista Way
 Susanville, CA 96130

Quote

Date	quote #
10/20/2017	821

PAN CERA PLAZA

Name / Address
City of Susanville Public Works 720 South St Susanville, CA 96130

Project

Description	Qty	Rate	Total
repair retaining wall at pancera plaza on Gay St. Scope of work : demo approx. 20' section of retaining wall, drill and epoxy rebar into remaining sections of wall, form section of wall to be repoured, place new concrete, strip forms, sack wall to match existing all material, equipment, and prevailing wage labor included total job price		7,800.00	7,800.00
Thank You for considering us for your project		Total	\$7,800.00

Reviewed by: Interim City Administrator
 City Attorney

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

Submitted by: Deborah Savage, Finance Manager

Action Date: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: Consider approval of **Resolution No. 17-5455**, approving and authorizing signatories on the City of Susanville Local Agency Investment Fund (LAIF) account

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: In September 2013 the City Council adopted Resolution No. 13-4981 authorizing certain City employees to approve and sign for cash transfers to and from LAIF. From time to time it is necessary to update the list with new positions that are authorized to perform these transfers. The adopted resolution established the positions of City Administrator and Assistant to the City Administrator. Staff is requesting the position of Finance Manager be added to the list of authorized signatories. By approving positions, the successors in any of the three positions listed can be updated as needed.

FISCAL IMPACT: N/A

ACTION REQUESTED: Consider approval of Resolution No. 17-5455, approving and authorizing signatories on the City of Susanville Local Agency Investment Fund (LAIF) account

ATTACHMENTS: Resolution No. 17-5455
Resolution No. 13-4981

RESOLUTION NO. 17-5455
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING SIGNATORES ON THE CITY OF SUSANVILLE
LOCAL AGENCY INVESTMENT FUND (LAIF) ACCOUNT

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16249.1 of the Government Code for the purpose of investment as stated therein are in the best interest of the City of Susanville.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby authorize the deposit and withdrawal of City of Susanville monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, THAT THE FOLLOWING City of Susanville officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Dan Newton	Interim City Administrator	
NAME	TITLE	SIGNATURE
Deborah Savage	Finance Manager	
NAME	TITLE	SIGNATURE
Heidi Whitlock	Asst. to City Administrator	
NAME	TITLE	SIGNATURE

Dated: November 15, 2017

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 17-5455 was adopted at a regular meeting of the City Council of the City of Susanville held on the 15th day of November, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

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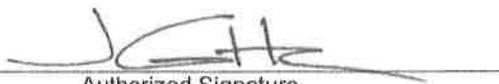
RESOLUTION NO. 13-4981
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY
INVESTMENT FUND (LAIF)

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16249.1 of the Government Code for the purpose of investment as stated therein as in the best interest of the City of Susanville.

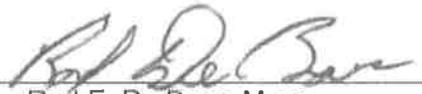
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby authorize the deposit and withdrawal of City of Susanville monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

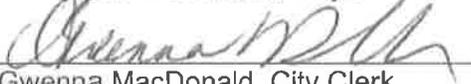
BE IT FURTHER RESOLVED, THAT THE FOLLOWING City of Susanville officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Jared G. Hancock City Administrator 
Name Title Authorized Signature

Deborah Savage Asst to City Administrator 
Name Title Authorized Signature

Dated: September 4, 2013

APPROVED: 
Rod E. De Boer, Mayor

ATTEST: 
Gwenna MacDonald, City Clerk

1 The foregoing Resolution No. 13-4981 was adopted at a regular meeting of
2 the City Council of the City of Susanville held on the 4th day of September, 2013 by
the following vote:

3 AYES: Callegari, McDonald, McBride, Wilson and De Boer
4 NOES: None
5 ABSENT: None
6 ABSTAINING: None

7 
8 _____
9 Gwenna MacDonald, City Clerk

10 APPROVED AS TO FORM:

11 
12 _____
13 Peter M. Talia, City Attorney

14 I, Gwenna MacDonald, the duly appointed, qualified and acting City Clerk of the City of
15 Susanville, do hereby certify that the within and foregoing is a full, true and correct copy
16 of Resolution No. 13-4981, duly and regularly approved by the City Council of the City
17 of Susanville at a regular meeting thereof held on the 4th day of September, 2013.
18 IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of
19 Susanville all on the 4th of September, 2013.

20 _____
21 Gwenna MacDonald, City Clerk
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Reviewed by: City Administrator
 City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

Submitted By: Heidi Whitlock, Assistant to the City Administrator

Action Date: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 17-5456 terminating Airport Hangar Land Lease Agreement, Lot #13 with Virgil D. Buechler, and authorizing Mayor to execute an Airport Ground Lease Agreement for Hangar #13 with Paul Clark.

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: On October 4, 2017, the City Council was presented with the option of purchasing Hangar #13, owned by Virgil Buechler, for the amount of \$25,000.00. City Council declined the purchase of the hangar. Paul Clark has now taken possession of the Hangar and is required to execute a new Airport Ground Lease Agreement for Hangar #13.

FISCAL IMPACT: Annual revenue of \$812.44 (\$0.38 sq/ft @ 2,138 sq ft).

ACTION

REQUESTED: Motion approving Resolution No. 17-5456 terminating Airport Hangar Land Lease Agreement, Lot #13 with Virgil Buechler and authorizing Mayor to execute an Airport Ground Lease Agreement, Lot #13 with Paul Clark.

ATTACHMENTS: Resolution No. 17-5456
Airport Ground Lease Agreement Hangar Owned by Lessee, Lot #13 executed by Paul Clark.

RESOLUTION NUMBER 17-5456
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
TERMINATING AIRPORT HANGAR LAND LEASE AGREEMENT, LOT #13 WITH
VIRGIL BUECHLER AND AUTHORIZING MAYOR TO EXECUTE AN AIRPORT
GROUND LEASE AGREEMENT, LOT #13 WITH PAUL CLARK

WHEREAS, Page 2, Paragraph 3 of the Airport Hangar Land Lease Agreement, Lot #13 requires the Lessee to first submit an offer in writing to the City to sell said Leased Premises and improvements to the City for the same amount as any bona fide offer received by Lessee or for the fair market value, as the case may be; and

WHEREAS, on September 17, 2017, Virgil Buechler offered to sell his interest in the hangar on Lot #13 to the City for \$25,000.00; and

WHEREAS, at its October 4, 2017 meeting, the City Council of the City of Susanville rejected purchase of the hangar on Lot #13 owned by Virgil Buechler; and

WHEREAS, Virgil Buechler sold his interest in the hangar on Lot #13 to Paul Clark; and

WHEREAS, the Airport Hangar Land Lease Agreement, Lot #13 held by Virgil Buechler needs to be terminated and a new Airport Ground Lease Agreement, Lot #13 needs to be executed by Paul Clark as the new owner.

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

1. That the Airport Hangar Land Lease Agreement, Lot #13 held by Virgil Buechler is hereby terminated; and
2. That the Mayor is authorized to execute a new ground lease agreement with Paul Clark for Lot #13.

APPROVED: _____
Kathie Garnier, 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 15th day of November, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

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

THIS LEASE, made this 15th day of November 2017, 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 Paul Clark, address:1184 49th Ave SE Salem, Oregon 97317, hereinafter referred to as "Lessee", on the following terms and conditions:

1. Lessor does hereby lease to Lessee, for a term of twenty (20) (five (5), ten (10), or twenty (20)) years from the date hereof, unless sooner terminated as set forth herein, a certain parcel of land described a Hangar Lot #13, hereinafter referred to as the "Leased Premises", located at the Susanville Municipal Airport and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

(a) Lessee shall provide a hangar building plan for approval prior to any Lease execution for use as an airplane hangar. Completion of said hangar shall be no more than eighteen (18) months from the date of execution of lease. The rent shall be \$.38 per square foot per year, for the area including the space occupied by the hangar only which rent is payable in 12 equal installments monthly in advance on the first day of each and every month. Said rent shall be increased on an annual basis as set forth below.

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

(c) In no event shall the monthly rent be decreased below the amount specified under Section 1(a).

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

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

(f) In the event Lessee chooses to conduct business from hangar, Lessee will also be subject to Exhibit "C" Operator Agreement and "C1" Minimum Standards for Commercial Operator. If Lessee enters into a sublease with sublessee, and sublessee conducts business from hangar, sublessee is subject to Exhibit "C" Operator Agreement and "C1" Minimum Standards for Commercial Operator.

sublease with sublessee, and sublessee conducts business from hangar, sublessee is subject to Exhibit "C" Operator Agreement and "C1" Minimum Standards for Commercial Operator.

2. Lessee shall use the hangar for the storage of aircraft(s) owned or leased by Lessee and shall be in compliance with current FAA Policies including Policies on Non-aeronautical Use of Airport Hangars. In the event Lessee desires to sublease the hangar, then Lessee must obtain the written permission of Lessor, must provide a copy of a written sublease agreement to Lessor within thirty (30) days of execution and said sublessee will be required to provide insurance as specified herein. In the event of such sublease, the sublessee shall also be in compliance with current FAA Policies including Policies on Non-aeronautical Use of Airport Hangars; Lessee shall pay to Lessor as additional rent an amount equal to twenty percent (20%) of the amount charged by Lessee to Lessee's sublessee, as stated in the sublease agreement, or \$20.00, whichever is greater. If any provisions of this paragraph 2 is violated, Lessee shall forfeit this Lease. Lessor shall be notified in writing requesting Lessor's approval in the event Lessee desires to enter into a sublease.

3. The primary purpose of a hangar shall be for the storage of aircraft and the aircrafts' aeronautical related items. If the hangar is serving its primary purpose, non-aeronautical items can be permitted, at the discretion of the Lessor, if those items do not affect the hangars' primary use. Storage of household items that could be stored in commercial storage facilities is not permissible per FAA guidelines. Residential developments, including living quarters for permanent or long-term use, is incompatible with airport operations and conflicts with grant assurance requirements as well as current zoning laws.

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

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

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

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

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

9. Any hangar constructed on the Leased Premises shall meet the California Building Standards Code, California Fire Code, National Fire Protection Agency (NFPA) Codes and City Airport Standards as adopted by the City of Susanville and shall have the exterior walls and roof of metal or other fire resistant material to be approved by the Building Official of the City; Lessee shall keep Lessee's hangar in a state of good repair, operable doors and windows and able to be properly secured with damage promptly repaired and in such a condition as to not create a fire hazard or a public nuisance. Lessee's hangar may be inspected by the City of Susanville, designated agent, at all reasonable times, and Lessee shall, within fifteen (15) days of being notified that a condition exists in the hangar which in the opinion of the City is a fire hazard or danger to the public health and safety, remedy such condition; if Lessee fails to do so, Lessor may do so at the expense of the Lessee.

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

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

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

13. Standards, rules, and regulations of City of Susanville Ordinance 87-697, as shown in Exhibit "D", or any amendments thereto, are incorporated herein by reference and shall also govern Lessee's use of the Leased Premises.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. The lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the (leased, licensed, permitted) premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises. This requires the submission of FAA Form 7460-1, Notice of Construction or Alteration to the FAA.

The lessee by accepting this lease agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the lessee.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4).

The lessee will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. **(In accordance with Grant Assurance #22.b, this provision must be included in any agreement, contract, lease, license, permit to engage in any aeronautical activity at the airport.)**

The lessee will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

22. 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.

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

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

25. 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.

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

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

immediately surrender possession of the Leased Premises to Lessor. In the event of termination of this Lease, Lessor shall be entitled to recover the following amounts from Lessee:

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

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

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

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

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

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

31. 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.

32. This (lease, license, permit, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the (lessee, licensee, permittee) or any occupant to comply with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of (lessee's, licensee, permittee's) rights hereunder.

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

IN WITNESS WHEREOF, the said Lessor by **Resolution No. 17-5456** of the City Council of the City of Susanville, has caused this Lease to be executed by the Mayor and the Clerk, and the said Lessee has executed this Lease the day and year first above written.

CITY OF SUSANVILLE
LESSOR:

Kathie Garnier, Mayor

Attest:

Gwenna MacDonald, City Clerk

LESSEE:

Sign Name:

Type Name:

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

Approved as to Form:

Jessica Ryan, City Attorney

EXHIBIT "A"

Legal Description

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

All of Lot Numbered 13 as said lot is shown upon that certain map entitled "Record of Survey for 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 at Page 28.

EXHIBIT "B"

Airport Sponsors Assurances

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of 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 Compatibility Program 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 compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compability Program Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in 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. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966-Section 106-16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12699 - Seismic Safety of Federal And Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor

- standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
 - h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
 - i. 49 CFR Part 20 - New restrictions on lobbying.
 - j. 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.
 - k. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
 - l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
 - m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
 - n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.¹
 - o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
 - p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
 - q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-profit Organizations.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise 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 Title 49, United States Code, 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.
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 Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the

project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **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. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under Section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of 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. **Veteran's 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 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and upon approval 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 incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

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

19. Operation and Maintenance.

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

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

- (1) Operating the airport's aeronautical facilities whenever required; 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, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce 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 the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
 - b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport

and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such 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 commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services; and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Development 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 Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. 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.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.** It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operations

and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by an duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those 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 Governmental aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movements of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

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

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; 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 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, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation 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.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the current FAA Advisory Circulars for AIP project,

dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access by Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
 - a. If the airport owner or operator of a medium or large hub airport (as defined in Section 47102 of Title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that;
 - (1) Describes the requests;
 - (2) Provides an explanation as to why the requests could not be accommodated; and

- (3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1, or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EXHIBIT "C"

COMMERCIAL OPERATOR'S LICENSE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, by and between the CITY OF SUSANVILLE, a municipal corporation and political subdivision of the State of California, hereinafter referred to as "Owner", and _____, address: hereinafter referred to as "Commercial Operator";

1. Commercial Operator, by this Agreement, is hereby authorized to perform the following activities at the airport:

LIST AUTHORIZED ACTIVITIES

2. The term of this Agreement is for a period of ____ years (minimum of 3), from _____, 20__ to _____, 20__ and including _____.
3. This Agreement includes the provisions of those certain "Minimum Standards for Commercial Operators" adopted by the City of Susanville by Resolution, for general aviation at said Airport, a copy of which is attached hereto as Exhibit "C1", and any amendments, deletions, or additions thereto. These minimum standards and requirements for fixed base operations shall be required of and shall apply equally to all such commercial operators at said Airport. Owner specifically covenants and agrees that all such services defined in the above referenced minimum standards shall be confined to commercial operators meeting said standards. Said minimum standards stipulate the nature and amount of aeronautical activities and services required of all commercial operators at said airport, insurance requirements, financial investment required, and the specific licenses required.
4. Commercial Operator agrees to operate all activities authorized by this Agreement for the use and benefit of the public and to make available to the public on fair and reasonable terms all services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, Commercial Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Commercial Operator agrees that rates and charges for such activities and services shall be fixed by Commercial Operator subject to the City Council's concurrence and approval. In the event of disputes as to reasonableness, it is expressly understood by Commercial Operator that final determination will be reserved to the City of Susanville. All services offered by Commercial Operator will be performed with promptness and courtesy. It is expressly understood that nothing herein shall be construed to grant or authorized the granting of exclusive rights within the meaning of Section 308 (a) of the Federal Aviation Act of 1958, as amended. Commercial Operator shall be responsible for the actions of all its employees and shall render Owner safe and harmless from responsibility for any actions of negligence of Commercial Operator's employees engaged in these aeronautical activities and service. Commercial Operator will obtain at its own expense public liability insurance with limits of \$1,000,000.00 as to personal injury or death, and \$1,000,000.00 as to property damages to protect Owner from actions resulting from the Commercial Operator's activities at the Airport. Commercial Operator further agrees to keep the area where Commercial Operator performs the activities in a neat and orderly manner, free of offensive or dangerous materials or conditions.

5. Commercial Operator agrees to pay to Owner for the privilege of doing business at the Airport the following sums and amounts:
 - A. Commercial Operator shall pay to City the sum of **\$8,463.56** per year in advance, which sum is due on July 1st, and on the first day of July in each subsequent year.
 - B. The base rate will be increased by **5 percent** annually throughout the term.
6. This Agreement is not assignable.
7. It is expressly agreed by Commercial Operator and Owner that all rights, privileges and liabilities imposed on both parties by this Agreement are subject and subordinate to any conditions, restrictions, limitations, rules or regulations of any agreement or any contract pertaining to said Airport between the United States Government or any Department or Agency thereof having jurisdiction over said Airport and the Owner, and to rules and regulations of the State of California.
8. Commercial Operator does hereby agree that (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said services, (b) that Commercial Operator shall render such services and activities reflected herein 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. It is further agreed that in the event of breach of any of this nondiscrimination clause, Owner shall have the right to terminate this Commercial Operator Agreement.
9. The property interest herein of Commercial Operator may be subject to property taxation of the possessory interest created thereby, and, if created, Commercial Operator, 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, Commercial Operator shall be responsible for payment thereof.
10. Commercial Operator shall not permit dumping of hazardous waste at the Airport premises.
11. This Agreement will be governed by and construed in accordance with the laws of the State of California.

CITY OF SUSANVILLE

COMMERCIAL OPERATOR

Kathie Garnier, Mayor

Name:

(Approved by City Council on _____)

ATTEST:

EXHIBIT "C1"

MINIMUM STANDARDS FOR COMMERCIAL OPERATORS AT THE SUSANVILLE MUNICIPAL AIRPORT, SUSANVILLE, CALIFORNIA

The following minimum standards for commercial activities have been established in the public interest for the safe and efficient operation of the Susanville Municipal Airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of Transportation Regulations; and to assure to all users the availability of Airport property on fair and reasonable terms and without unjust discrimination.

1. No person, firm, or corporation shall engage in any commercial activity at the Susanville Municipal Airport unless a Susanville Airport Commercial Agreement (Exhibit "C") is entered into with the City of Susanville, and unless the commercial activity is done in full compliance with the minimum standards herein set forth.

2. A COMMERCIAL OPERATOR is defined as any person, firm, or corporation who is not otherwise the Airport Operator/Manager, but who is performing any of the functions or furnishing any of the services as hereinafter set forth for COMMERCIAL OPERATORS at the Susanville Municipal Airport.

3. All COMMERCIAL OPERATORS shall protect the public generally, the customers or clients of COMMERCIAL OPERATORS and the City of Susanville from any and all lawful damages, claims, or liability and shall carry comprehensive general liability insurance issued by an insurance company authorized to do business in the State of California. The City of Susanville shall be named as an additional insured. Policies must be approved by the City Administrator and a certificate of insurance thereof furnished to the City. It is further understood that as circumstances in the future dictate, the City may require an increase in bodily injury and property damage insurance. City shall increase the limits of insurance coverage only after a hearing before the City Council following input from the Airport Commission.

4. Any person, firm, or corporation capable of meeting the minimum standards set forth herein for any of the stated COMMERCIAL OPERATOR Categories A through I is eligible to become a COMMERCIAL OPERATOR at the Airport, provided there is space available, subject to the execution of a written lease for not less than five (5) years containing such terms and conditions as may be determined by the City. A COMMERCIAL OPERATOR shall not engage in any business or activity on the Airport other than that authorized under his particular Category or Categories. Any COMMERCIAL OPERATOR desiring to extend his operation into more than one (1) Category or to discontinue operations in a Category, shall first apply in writing to the City for permission to do so, setting forth in detail the reasons and conditions for the request. The City shall then grant or deny the request, in writing, on such terms and conditions as the City deems to be prudent and proper under the circumstances and issue a new COMMERCIAL OPERATOR's Agreement. Each COMMERCIAL OPERATOR shall provide his own buildings, personnel and equipment, and other requirements as herein stated upon land leased from the City of Susanville and obtain a signed Airport Hangar Land Lease Agreement.

5. All construction required of such COMMERCIAL OPERATORS shall be in accordance with design and construction standards required or established by the City for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on City property, shall be

as follows: when and if subject COMMERCIAL OPERATOR vacates its lease for any reason, COMMERCIAL OPERATOR may either remove said buildings COMMERCIAL OPERATOR owns at COMMERCIAL OPERATOR'S expense within ninety (90) days or building shall revert to non-commercial status.

6. All COMMERCIAL OPERATORS shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.

7. All COMMERCIAL OPERATORS shall abide by and comply with all state, county and city laws and ordinances, the rules and regulations of the City and the rules and regulations of the State and Federal Aviation Administration.

8. All COMMERCIAL OPERATORS shall provide and pay for all lights, gas, electric current, water, sewer charges and garbage collection charges used or incurred anywhere in or about their subject premises, and shall pay the charges made therefore by the suppliers thereof promptly when due.

9. All agreements and leases between such COMMERCIAL OPERATORS and the City shall be subordinate to the provisions of any existing or future agreement between the City of Susanville and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport properties.

10. No COMMERCIAL OPERATOR shall sublease or sublet any premises leased by such COMMERCIAL OPERATOR from the City, or assign any such lease, without the prior written approval of the City, and any such subletting or assignment shall be subject to all of the minimum standards herein set forth.

11. In the event the COMMERCIAL OPERATOR sublets any portion of his lease, the sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the City in seeing that these minimum standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the City as it relates to the enforcement of these standards.

12. In the event that the COMMERCIAL OPERATOR or sublessee fails to comply fully with these minimum standards or fails to comply with the reasonable request or direction of the City as it relates to these minimum standards, said COMMERCIAL OPERATOR or sublessee shall be in default. If said default continues for more than ten (10) days after notice of said default, the City may terminate the lease. Said COMMERCIAL OPERATOR is responsible for the performance of the sublessee.

13. COMMERCIAL OPERATORS shall have the right to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft of COMMERCIAL OPERATOR.

14. COMMERCIAL OPERATORS will, at all times during the continuance of the term of their agreements and/or leases and any renewal or extension thereof, conduct, operate and maintain for the benefit of the public, the commercial operation provided for and described therein, and all aspects and parts and services thereof as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all times

make charges to patrons and customers for all merchandise or materials and services furnished or rendered, but that it will refrain from imposing or levying excessive or otherwise unreasonable charges or fees for any facilities or services. Notwithstanding anything contained in a lease that may be or appear to the contrary it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the lessor reserves the right to grant similar privileges to another COMMERCIAL OPERATOR upon formal application by that COMMERCIAL OPERATOR, and upon demonstration of compliance with Paragraphs 3 and 4 herein.

15. The City reserves the right to take any actions it considers necessary to protect the aerial approaches to the Airport against obstructions, together with the right to prevent any commercial operator from erecting, or permitting to be erected, any building, sign, or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

16. All contracts and leases between such COMMERCIAL OPERATORS and the City shall be subordinate to the right of the City during time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is so made, the provisions of any contracts or leases between such with the provisions of the lease to the Government, shall be suspended.

17. The provisions of these standards shall in no way negate or cause to be null or void existing leases with COMMERCIAL OPERATORS at the Susanville Municipal Airport. Upon the adoption of these standards, any new leases and/or agreements entered into and any amendments to existing leases and/or agreements shall be in accordance with the standards.

18. The COMMERCIAL OPERATOR shall remove from the Airport or otherwise dispose of in a manner approved by the City all garbage, debris, and other waste material (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. Said COMMERCIAL OPERATOR shall keep and maintain his premises in a neat and orderly manner. Any garbage debris waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be made of metal and equipped with tight fitting covers and to be of a design safely and properly to contain whatever may be placed therein. The COMMERCIAL OPERATOR shall use extreme care when effecting removal of all such waste. No COMMERCIAL OPERATOR shall permit any dumping of hazardous waste on City property or on property leased or rented by COMMERCIAL OPERATOR.

19. The City reserves the right to further develop or improve all areas of the Airport as it sees fit, regardless of the desires or views of any COMMERCIAL OPERATORS, and without interference or hindrance from any such COMMERCIAL OPERATORS.

20. The City reserves the right to enter upon any premises leased to COMMERCIAL OPERATORS at reasonable times for the purpose of making such inspections as it may deem expedient, to the proper enforcement of any covenant or condition of any COMMERCIAL OPERATOR'S contract or lease agreement.

21. The City recognizes the rights of any person, firm or corporation operating aircraft on the Airport with its own employees (including, but not limited to maintenance and repair) that it may choose to perform. However, said persons, firms or corporations may not hire any vendors of service, aircraft parts, or fuel from off-airport premises to perform services on the Airport.

22. Aircraft fueling shall be in strict accordance with any safety regulations.

COMMERCIAL OPERATOR CATEGORIES

CATEGORY A. FLIGHT INSTRUCTION AND AIRCRAFT RENTAL:

A COMMERCIAL OPERATOR in this Category shall:

1. Have available an instructor pilot with appropriate and current Federal Aviation Administration pilot and medical certificates.
2. Provide and maintain a minimum of one (1) aircraft owned or leased or rented by and under the exclusive control of this COMMERCIAL OPERATOR which are properly equipped and Federal Aviation Administration certificated for flight instruction and rental.
3. Demonstrate the continuing ability to meet requirements for certification of flight instructor personnel and aircraft by the Federal Aviation Administration.
4. Assure that personnel operating rental equipment obtained from the subject COMMERCIAL OPERATOR have appropriate and current Federal Aviation Administration pilot and approved medical certificates.
5. Independent individual flight instructors not performing said services on a reoccurring basis shall be exempt.

CATEGORY B. AIRCRAFT CHARTER AND TAXI:

A COMMERCIAL OPERATOR in this Category shall:

1. Conduct all aircraft charter and taxi service in compliance with Federal Aviation Regulations, particularly Regulation Part 135.
2. Lease from the City sufficient land on which to locate all improvements required by specific operations of the COMMERCIAL OPERATOR.

CATEGORY C. CROP DUSTING AND SPRAYING:

A COMMERCIAL OPERATOR in this Category shall:

1. Furnish suitable arrangements for the safe loading, unloading, storage and containment of noxious chemical materials.
2. Furnish a minimum of one (1) aircraft with pilot. The aircraft will be suitably equipped for agricultural operations with adequate safeguard against spillage of chemical spray mixtures or materials on runways and taxiways or dispersal by wind force to other operational areas of the Airport. The pilot will have appropriate and current Federal Aviation Administration pilot and approved medical certificates. The COMMERCIAL OPERATOR in this Category shall comply with all Federal Environmental Protective Agency and State requirements pertaining to handling, storage and disposal of chemicals.
3. Lease from the City sufficient land on which to locate all improvements required by the specific operations of the COMMERCIAL OPERATOR.

CATEGORY D. AIRCRAFT SALES:

A COMMERCIAL OPERATOR in this Category shall:

1. Have a minimum of one (1) fully qualified demonstrator pilot with current and appropriate Federal Aviation Administration pilot and approved medical certificates.
2. Lease from the City sufficient land on which to locate all improvements required by the specific operations of the COMMERCIAL OPERATOR.

CATEGORY E. AIRCRAFT, ENGINE, PROPELLER, AND ACCESSORY MAINTENANCE:

A COMMERCIAL OPERATOR in this Category shall:

1. Furnish facilities and equipment for airframe and power plant repairs with at least one (1) duly Federal Aviation Administration certified A & P Mechanic and such other personnel as may be necessary. Such airframe and power plant repair shall include facilities for repair of aircraft and engines used in aviation in this area.
2. Lease from the City sufficient land on which to locate all required improvements.

CATEGORY F. RADIO AND INSTRUMENT:

A COMMERCIAL OPERATOR in this Category shall:

1. Lease from the City sufficient land on which to locate all required improvements.
2. Have available a Federal Aviation Administration certificated technician in the field of aircraft electronics and/or aircraft instruments with proper Federal Communications Commission license to conduct complete aircraft transmitter, receiver and antennae repair.
3. Provide satisfactory arrangements for access to and storage of aircraft being worked on.

CATEGORY G. SALE OF AVIATION PETROLEUM PRODUCTS AND RAMP SERVICE:

A COMMERCIAL OPERATOR in this Category shall:

1. Lease from the City sufficient land on which to locate intended storage and dispensing equipment, and buildings.
2. Have personnel on full-time duty during normal business hours of not less than eight (8) hours a day, seven (7) days a week, adequately trained to operate fuel dispensing equipment in accordance with all applicable local, state, and Federal laws. (Additional requirement: On-call service may be required during all hours of darkness.
3. Demonstrate capability to efficiently and safely conduct or move aircraft to such areas and park them. Compliance with FAA and EPA standards shall be adhered to at all times.
4. Comply with the following criteria regarding fuel storage and dispensing facilities:
 - a. Purchase from City fuel tanks such fuel as is needed by COMMERCIAL OPERATOR for sale to COMMERCIAL OPERATOR'S customers;

- b. Maintain separate trucking equipment for each grade of fuel, meeting all applicable safety requirements with reliable metering devices subject to independent inspection, and with a pumping efficiency capable of servicing all aircraft normally using the Airport.
- c. Provide adequate fire extinguishers in all fuel dispensing areas and on all mobile dispensing trucks.

CATEGORY H. FLYING CLUBS:

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques the Category of Flying Clubs is added to the Rules, Regulations and Minimum Standards of the Susanville Municipal Airport.

All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these Standards and Requirements. However, they shall be exempt from regular COMMERCIAL OPERATOR requirements upon satisfactory fulfillment of the conditions contained herein.

1. The club shall be a non-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with an aircraft(s), for their personal use and enjoyment only. The ownership of the aircraft(s), must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
2. Flying clubs may not offer or conduct charter or air taxi. They may not conduct aircraft rental or flight instruction except for regular members. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics may be compensated by credit against payment of dues or flight time.
3. The flying club, with its permit request, shall furnish the Airport Management a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; evidence of insurance in the form of a certificate of insurance in force withhold harmless clause in favor of the Airport, its officers and employees (ten (10) days prior notice of cancellation shall be filed with Airport management); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by Airport management or his/her authorized agent.
4. A flying club, at any airport controlled by this same Airport management shall abide by and comply with all Federal, State and local laws, ordinances, regulations and the Rules and Regulations of this Airport management.

5. A flying club which violates any of the foregoing, or permits one (1) or more members to do so after ten (10) days' notice of such violation by the City of Susanville, may be required to terminate all operations at all Airports controlled by the City.

CATEGORY I. OTHER:

A COMMERCIAL OPERATOR in this Category shall:

1. Be any non-aviation related business located at the Susanville Municipal Airport and not covered in Categories A through H.
2. Lease from the City sufficient land on which to locate all required improvements.

EXHIBIT "D"

ORDINANCE NO. 87-697

AN ORDINANCE REPEALING CHAPTER 3 OF THE CODE OF THE CITY OF SUSANVILLE, CALIFORNIA, 1957, CONSISTING OF SECTION 3.1 TO SECTION 3.10 INCLUSIVE, AND ADDING A NEW CHAPTER 3, CONSISTING OF SECTION 3.1 TO 3.14 INCLUSIVE, TO THE CODE OF SUSANVILLE, CALIFORNIA, 1957

THE CITY COUNCIL OF THE CITY OF SUSANVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 3, consisting of Section 3.1 to 3.10 inclusive, of the Code of the City of Susanville, California, 1957 is hereby repealed.

SECTION 2. There is hereby added to the Code of the City of Susanville, California, 1957, Chapter 3, consisting of Section 3.1 to 3.14 inclusive, to read as follows:

CHAPTER 3

AIRPORTS AND AIRPLANES.⁶

6. For state law as to airports generally, see Gov. C., §26020 et seq.

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|------|---|
| Sec. | 3.1. Generally |
| | 3.2. Purpose |
| | 3.3. Definitions |
| | 3.4. Application and Authority |
| | 3.5. Pilot Qualifications and Aircraft Certification |
| | 3.6. Airport Operations |
| | 3.7. Vehicle Regulations |
| | 3.8. Commercial and Business Activities |
| | 3.9. Liability of the City |
| | 3.10. Comprehensive Insurance Requirements |
| | 3.11. Penalties |
| | 3.12. Enforcement |
| | 3.13. Airport Safety Rules and Regulations |
| | 3.14. Charge for Private Airplanes Based at Municipal Airport |

SEC. 3.1. Generally

- (a) The Susanville Municipal Airport is operated by the City for the use and benefit of the public under the authority granted under the laws of the

State of California and under the terms of the City's assurance agreements with the federal government.

- (b) The airport shall be open for public use subject to such restrictions as may be necessary due to inclement weather, the conditions of the landing area, the presentation of aviation-related events and such other events as may be determined by the City Administrator, and subject to such fees and charges as may be established without discrimination for each class of user.

- (c) The use of the airport or any of its facilities in any manner shall create the obligation and the implied consent of the user to obey all of the regulations presented in this chapter.

SEC 3.2 Purpose

It is declared that the purpose of this chapter is to further the public interest, welfare and safety by providing for the protection and promotion of safety in the operation of aircraft over and on the Susanville Municipal Airport.

SEC. 3.3. Definitions

- (a) "Aircraft" means a device that is used, or intended to be used for flight in the air, under the control of a pilot. It includes airplanes, helicopters, gliders and lighter-than-air devices, such as blimps and balloons.
- (b) "Aircraft parking/tie-down area" means a hard surfaced area that is equipped with devices to secure aircraft to the ground.
- (c) "Airport Manager" means the city employee person designated by the City Council to manage the airport or a designee.
- (d) "Airport Operator" means the person under a contract with the City to operate the airport pursuant to the terms of that contract.
- (e) "Apron" mean a hard surfaced area adjacent to hangars, repair shops, taxiways, runways or the like, used to load, unload, service or handle aircraft.
- (f) "Designated fuel pump area" means that area surrounding the fuel pumps, as marked on the asphalted surface.
- (g) "Pilot" shall mean an individual solely responsible for the control and operation of an aircraft.
- (h) "Terminal operations/passenger area" means that area immediately north

of the terminal building and south of the primary taxiway.

- (i) "Ultra light aircraft" means a powered or unpowered vehicle as described in Part 103 of the Federal Aviation Administration (FAA) Regulations.

SEC. 3.4 Application and Authority

- (a) The airport manager shall have the authority and the duty to prescribe reasonable regulations relating to the use of the Susanville Municipal Airport. Any such regulations shall first be submitted to the Susanville Airport Commission for its recommendations and thereafter, such regulations shall be submitted to the City Council for approval before taking effect. All regulations so prescribed and approved shall be filed in the office of the airport manager, made available for public inspection and publicly posted at the airport. During an emergency, the airport manager may grant a variation to these rules for the duration of the emergency.
- (b) Application. The provisions of this chapter shall be applicable to all aircraft operating on or over the Susanville Municipal Airport.
- (c) Authority. The provisions of this chapter shall be construed to supplement federal and state laws when not expressly inconsistent therewith concerning the conduct of aircraft on or over the airport and the regulations provided in Federal Aviation Administration regulations are adopted a part of this chapter.

SEC. 3.5. Pilot Qualifications and Aircraft Certification

No person not properly certified by the Federal Aviation Administration, and no aircraft not similarly certified, except ultra light aircraft unless ultra lights require Federal Aviation Administration certification, shall operate on or over the airport; provided, that this restriction shall not apply to public aircraft belonging to the government of the United States or to a state, territory, possession or any political subdivision, nor to any aircraft of a foreign country operated under permission of the federal government.

SEC. 3.6 Airport Operations

- (a) The rules and regulations promulgated by the Federal Aviation Administration and the California Aeronautics Commission, presently in effect and all additions or amendments thereto, are referred to, adopted and made a part of these regulations in every respect as if they were fully set forth in this chapter.
- (b) The operation of the Susanville Municipal Airport shall be under the

direction of the airport manager, who shall be responsible to the City Administrator of the City. The airport manager shall enforce all regulations of the airport including, but not limited to, the storage and movement of all aircraft and surface vehicles.

- (c) The airport operator shall be in charge of all fuel dispensed from City-owned fueling facilities and shall be responsible for reporting to the fire department any violation of fire and safety regulations governing the transportation, storage and use of fuel, and other inflammable substances brought on the airport that may be in violation of the Uniform Fire Code and related codes adopted by the City.
- (d) Persons shall fuel aircraft on the airport in areas approved for such operation by the City fire department according to the rules established by the City Fire Chief as issued from time to time and posted in a conspicuous place at the airport.
- (e) The airport operator shall be responsible for renting City-owned vacant hangars, shall oversee the manner in which the hangar space is utilized and in accordance with the hangar/storage license, shall manage the aircraft tie downs for most efficient and safe utilization of available areas, and shall assume managerial responsibility for the collection of all City hangar and tie down rents.
- (f) Any aircraft awaiting takeoff from the Susanville Municipal Airport shall be parked in such a position as to have a direct view of aircraft approaching for landing, and takeoff shall not commence until the pilot has ascertained that no aircraft is on final approach for landing on the runway, and that the runway to be used for takeoff is itself clear of landing or taxiing aircraft.
- (g) No persons operating an aircraft shall land or takeoff from Susanville Municipal Airport except on the runway designated for takeoff and landing.
- (h) No aircraft after take off shall deviate from a straight course until after passing the boundaries of the airport and reaching an altitude of four thousand six hundred (4,600) feet mean sea level (MSL).
- (i) The aprons at the Susanville Municipal Airport shall be used only for loading, unloading, servicing, and authorized refueling of aircraft.
- (j) Unattended aircraft shall be parked only in areas designated as tie down areas, or in hangars; provided further, no aircraft shall be parked in a tie down area unless it is positioned over and attached to a tie down facility.

- (k) Emergencies requiring police, fire, or medical air shall be reported by calling the Emergency Service No. 911.
- (l) The terminal operations/passenger area shall remain clear except for the registration, loading, and unloading of aircraft.
- (m) All accidents involving personal injury or property damage in excess of five hundred (500) dollars occurring on the Susanville Municipal Airport shall be reported in writing to the office of the airport manager within twenty-four (24) hours.
- (n) Failure to pay duly established fees incurred for the parking of aircraft on the airport shall constitute a lien upon the aircraft. The City may hold such aircraft until the fees are paid or may dispose of the aircraft, as provided by law, in the event the fees are not paid.
- (o) The registered owners/operators of all aircraft permanently based on the airport and parked in the City-owned hangars, tie down areas, or private hangars on City property, shall register their full names and mailing addresses with the airport manager or a designated representative on the aircraft registration form provided by the City.
- (p) The owner/manager of each privately owned hangar or tie down facility on the airport shall, no later than the tenth (10) of each month, furnish the airport manager with a roster of aircraft and their registered owners/operators current as of the last day of the preceding month. Included with the roster of aircraft shall be a fee in an amount set by the City Council for each aircraft except one aircraft owned by the owner/manager. The report shall be submitted on a form provided by the City.
- (q) The registered owner/operator of each aircraft parked on the airport shall be responsible for properly securing the aircraft to protect the aircraft from wind damage.
- (r) Traffic Patterns. All aircraft, except in an emergency, shall conform to the following traffic patterns:
 - (1) The established traffic patterns are at an altitude of five thousand (5,000) feet MSL as published in the airport/facility directory, and are depicted in the segmented circle located on the south side of runway 11-29.
 - (2) Straight-in approaches shall not be made without prior notification to local air traffic on Susanville Unicom (122.8); or in case of

- emergency, on Susanville Unicom (122.8).
- (3) Aircraft entering or leaving the traffic pattern shall exercise extreme caution and shall not cause other aircraft already in the pattern to deviate from their courses;
 - (4) Such charts and visual diagrams as are necessary to display the authorized traffic patterns shall be adopted by resolution and by reference made a part of this chapter.
- (s) Communication with Susanville UNICOM. Pilots of aircraft equipped with a communication radio shall observe the following procedures:
- (1) All traffic inbound to the airport shall continuously monitor 122.8 Megahertz and, when approximately ten (10) miles from the airport, call Susanville UNICOM for airport advisory on surface weather conditions and airfield conditions;
 - (2) In the event Susanville UNICOM does not reply, the inbound pilot shall broadcast "in the blind" to the Susanville TRAFFIC, stating position and intentions;
 - (3) Departing pilots shall monitor 122.8 Megahertz, broadcasting their positions and intentions to Susanville TRAFFIC.
- (t) Annual report of airport operator. Subject to the express or implied terms of any contract between the City and any person for the operation of the municipal airport which is in effect upon the effective date of this Ordinance, the operator of the airport shall annually, on the first day of July of each year, render to the City Council an activity report which report shall show:
- The number of aircraft tie downs available at the airport;
 - The number of aircraft based upon the airport;
 - The number of hangars situated in and upon the airport;
 - The number of gallons of aviation fuel sold at the airport during the preceding twelve (12) month period; and
 - The number of takeoffs and landings made at the airport during the preceding twelve (12) month period.

SEC. 3.,7 Vehicle Regulations

- (a) No person shall operate any surface vehicle upon the runways, taxiways, terminal operations, passenger area, designated fuel pump area or area between the fuel pumps and the Airport Operator's office and residence, without the authorization of the airport manager or a designee, provided that owners/drivers of surface vehicles may drive to their parked aircraft keeping clear of and yielding right-of-way to all aircraft.
- (b) Drivers shall close the gates, if operational, behind themselves upon entering or leaving the airport, between the hours of f (5) P.M. and eight (8) A.M./

SEC 3.8 Commercial and Business Activities

No person shall use the airport for commercial activities without a written contractual arrangement with the City. Commercial activities shall include, but are not limited to, carrying passengers for hire, flight instruction, aircraft rental, sales of goods and services, agricultural operations, and aircraft maintenance and repairs.

Any person using the airport as a base for agricultural and aerial application which involves the loading, the unloading, and the storage of chemicals shall first obtain a permit from the City. The permit shall specify the areas which may be used, applicable restrictions, the amount of such operating fees that may be required and the time period for which the permit is valid.

SEC. 3.9 Liability of the City

The privilege of using the airport and its facilities shall be conditioned upon the assumption of full responsibility and risk by the user. Users shall release, hold harmless and indemnify the City, its officers, and employees from any liability or loss resulting from such use, as well as against claims of third persons so using the airport. The exercise of the privilege shall constitute an acknowledgment that the City maintains the airport in a governmental capacity.

SEC. 3.10 Comprehensive Insurance Requirements

Any person operating an aircraft on the Susanville Municipal Airport shall maintain comprehensive public liability and property damage insurance on the aircraft in such amounts as may be determined by resolution of the City Council.

SEC. 3.11. Penalties

Any person who violates any provision of this chapter shall be guilty of an infraction, pursuant to the provisions of Government Code Section 36900 and the penalties provided in the Government Code, and upon conviction thereof shall be punishable by a fine as provided in Section 36900 of the Government Code.

Cumulative Remedy. The remedies prescribed in this chapter are intended to be in addition to any other procedures or penalties prescribed by law.

SEC. 3.12 Enforcement

It shall be the duty of the airport manager, or the City Administrator or a representative, of the City to enforce the provisions of this chapter and all other state and federal laws and regulations applicable to the Susanville Municipal Airport.

SEC. 3.13. Airport Safety Rules and Regulations

Safety rules and regulations, as established by the appropriate federal and state entities, are referred to and made a part of this chapter. Such additional safety rules and regulations as may be required by the City shall be adopted by resolution and by reference made a part of this chapter.

SEC. 3.14. Charge for Private Airplanes Based on Municipal Airport

The City Council shall, by resolution, set fees for airplanes based at the Municipal Airport. These fees shall be posted at the Airport.

SECTION 3. This ordinance shall be in full force and effect upon the 31st day following its passage.

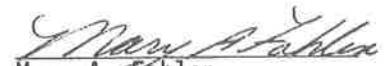
SECTION 4. The City Clerk shall cause this ordinance to be published at least once within 15 days after its passage in the Lassen Advocate, a newspaper of general circulation, printed, published and circulated within the City.

APPROVED: 
David W. Foster, Mayor

ATTEST: 
Mary A. Fahlen, CMC/City Clerk

The foregoing Ordinance was adopted at a regular adjourned meeting of the City Council of the City of Susanville held on the 19th day of August, 1987, by the following vote:

AYES: Leve, Jackson, and Foster
NOES: None
ABSENT: McCann, Jr. and Cady
ABSTAINING: None


Mary A. Fahlen

Reviewed by: Interim City Administrator
 City Administrator

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

Submitted by: Jessica Ryan, City Attorney

Action Date: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 17-5454 Granting Subpoena Power in Matters Under the Jurisdiction of the City Council

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: Government Code section 37014 states, "The legislative body may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony in any action or proceeding pending before it." Case law requires the passage of an ordinance or resolution allowing the issuance of subpoenas in matters under the jurisdiction of the City Council. No resolution or ordinance was found granting this authority. The resolution the Council is asked to pass will grant City Council and parties appearing in matters under the jurisdiction of the City Council to issue subpoenas in matters under the jurisdiction of the City Council.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to approve Resolution No. 17-5454 granting Subpoena Power in Matters Under the Jurisdiction of the City Council.

ATTACHMENTS: Resolution No. 17-5454 Granting Subpoena Power in Matters Under the Jurisdiction of the City Council

RESOLUTION NO. 17-5454
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
GRANTING SUBPOENA POWER IN MATTERS UNDER THE JURISDICTION OF THE
CITY COUNCIL

WHEREAS, the City Council for the City of Susanville needs authority to issue subpoenas in matters under the jurisdiction of the City Council of the City of Susanville; and

WHEREAS, parties appearing in matters under the jurisdiction of the City Council of the City of Susanville need the ability to have subpoenas issued; and

WHEREAS, this resolution grants authority to City Council to issue subpoenas in matters under the jurisdiction of the City Council of the City of Susanville; and

WHEREAS, before City Council may issue subpoenas, Council must seek the advice of the City Attorney and approve issuance of subpoenas in open or closed session as dictated by the nature of the proceedings; and

WHEREAS, this resolution grants authority to parties or attorneys representing parties appearing in matters under the jurisdiction of the City Council of the City of Susanville to have subpoenas issued by the City Clerk in matters under the jurisdiction of the City Council of the City of Susanville; and

WHEREAS, the City Clerk shall seek and take the advice of the City Attorney before issuing subpoenas for parties or attorneys representing parties.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby passes this resolution granting authority of the City Council to issue subpoenas on matters under the jurisdiction of the City Council upon approval of the City Council in open or closed session as the matter dictates and on the advice of the City Attorney. Parties and attorneys representing parties appearing in matters under the jurisdiction of the City Council of the City of Susanville have authority to have subpoenas issued by the City Clerk on the advice of the City Attorney in matters under the jurisdiction of the City Council of the City of Susanville.

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 17-5454 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 15th day of November 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

Reviewed by: h Interim City Administrator
 City Attorney

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

Submitted by: Dan Newton, Interim City Administrator

Action Date: November 15, 2017

CITY COUNCIL AGENDA ITEM

SUBJECT: Continued public use of the Bank of America Parking Lot in Uptown Susanville

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: With the closing of Bank of America, the building owner may decide to close the parking lot for public use. Staff has been contacted by concerned members of the public as well as the president of the Historical Uptown Susanville Association (HUSA). Closing the Bank of America Parking (B of A) lot could have a profound impact on public convenience for access to several uptown commercial, dining, and professional business establishments.

There may be an opportunity to partner with HUSA and/or other businesses in the uptown area to lease the lot.

FISCAL IMPACT: The fiscal impact may include city participation in leasing the parking lot for public use. The cost of the lease is currently being discussed by owner and a third party.

ACTION REQUESTED: Consider providing direction to staff to open a dialog with appropriate interested parties in an effort to keep the B of A parking lot open for public use and look into options to partner with interested parties to lease the lot as appropriate.

ATTACHMENTS: None