
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
February 21, 2018 – 6:00 p.m.

Call meeting to order

Roll call of Councilmembers present

Next Resolution No. 18-5484

Next Ordinance No. 18-1014

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

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

- 3 **CLOSED SESSION:**
 - A PUBLIC EMPLOYMENT – Pursuant to Government Code Section §54957
 - 1 City Administrator
 - 2 Police Chief Recruitment
 - 3 Approved Position List
 - B CONFERENCE WITH LABOR NEGOTIATORS - pursuant to Government Code Section §54957.6
 - 1 Agency Negotiator: Dan Newton
 Bargaining Unit: SPOA
 - C CONFERENCE WITH REAL PROPERTY NEGOTIATOR – pursuant to Government Code Section §54956.8
 - Property: APN 101-050-53-11
 - Agency Negotiator: Dan Newton, Interim City Administrator
 - Negotiating Parties: City of Susanville/Various
 - Under Negotiation: Potential Easement

- 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: Deborah Savage*
 - *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 January 3, 17, 19 and 22, 2018 meetings
- B Approve **Resolution No. 18-5473** authorizing Mayor to execute the 2018 Loan Agreement with the national museum of the US Air Force for Phantom Jet F-4C on static display at Susanville Municipal Airport
- C Approve **Resolution No. 18-5474** authoring Mayor to execute Annual Certificate of Materiel Status for the UH-1 Huey Helicopter located at the Susanville Municipal Airport
- D Approve **Resolution No. 18-5475** authorizing Mayor to execute Annual Certification of Army Materiel Status for the GPF M1917/18 Series Gun located at Memorial Park
- E Approve **Resolution No. 18-5481** authorizing the purchase of a 2018 SSV Dodge 1500 Police Truck
- F Approve **Resolution No. 18-5483** approving Amendment #2 to the Agreement with the Honey Lake Valley Recreation Authority for Administrative, Management and Operational Services

7 **PUBLIC HEARINGS:** No business.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

- A Consider **Resolution No. 18-5445** approving the acceptance of the CalOES Grant and budget amendments to fund its operations and authorizing the City/Interim City Administrator or designee to execute all related contracts
- B Consider **Resolution No. 18-5460** authorizing agreement with Bench Craft Company and authorizing the City Administrator to sign the agreement
- C Consider **Resolution No. 18-5482** authorizing City Administrator to execute agreement authorizing transfer of expiring FAA Entitlement Funding to Palo Alto Airport
- D Consider approval of Volunteer Shift Coverage Policy for Susanville Fire Department
- E Consider request to install a metal bench near Roop's Fort in honor of Zella Mae Miles
- F Consider **Ordinance No. 18-1013** imposing a transaction and use tax to be administered by the California Department of Tax and Fee Administration: Waive first reading and introduce

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 Meeting Schedule discussion – March 2018

14 **COUNCIL ITEMS:**

A AB1234 travel reports;

15 **ADJOURNMENT:**

▪ *The next regular City Council meeting will be held on March 7, 2018 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 February 21, 2018 in the areas designated on February 16, 2018.


Gwenna MacDonald, City Clerk

Reviewed by: D Interim City Administrator
 City Attorney

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

Submitted By: Gwenna MacDonald, City Clerk

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's January 3, 19 and 22, 2018 meetings

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's January 3, 19 and 22, 2018 meetings.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's January 3, 19 and 22, 2018 meetings.

ATTACHMENTS: Minutes: January 3, 2018
January 19, 2018
January 22, 2018

SUSANVILLE CITY COUNCIL
Regular Meeting Minutes
January 3, 2018– 6:00 p.m.

Meeting was called to order at 6:02 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: Dan Newton, Interim City Administrator; Jessica Ryan, City Attorney and Gwenna MacDonald, City Clerk.

1 APPROVAL OF AGENDA:

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

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: None.

3 CLOSED SESSION: At 6:03 p.m. the Council entered into Closed Session to discuss the following:

- A CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION –
Pursuant to Government Code section 54956.9(b)
- B PUBLIC EMPLOYMENT – Pursuant to Government Code Section §54957
 - 1 City Administrator

4 RETURN TO OPEN SESSION:

At 7:00 the City Council reconvened in Open Session.

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

Mr. Newton reported that prior to Closed Session, the City Council approved the agenda as submitted, and the Council provided direction but there would be no reportable action.

Councilmember Stafford requested a moment of silence in honor of Zella Mae Miles.

5 BUSINESS FROM THE FLOOR: No comments.

6 CONSENT CALENDAR: No business.

7 PUBLIC HEARINGS: No business.

8 COUNCIL DISCUSSION/ANNOUNCEMENTS: Commission/Committee reports: none

9 NEW BUSINESS:

9A Consider Resolution No. 18-5436 approving Cooperative Agreement with Susanville Indian Rancheria Housing Authority Mr. Newton explained that at the November 11, 2017 meeting, the City Council considered entering into a payment in lieu of taxes agreement with the Susanville Indian

Rancheria Housing Authority. The agreement would establish a payment that the City would receive instead of property taxes on the subject property. The attorney for the SIR Housing Authority and the City Attorney have developed the draft agreement, and it is being presented to the City Council for consideration. The agreement would result in a \$150 per dwelling amount to be paid annually to the City for the parcels in question.

Councilmember Wilson commented that he understands the principle behind the agreement, but he is uncomfortable with the amount, and does not want the city to be locked into an agreement that could potentially be amended to add additional properties.

Phil Bush, SIR Housing Authority, responded that the \$150 per dwelling unit in lieu of tax payment is an amount that is established by statute, and the amount is not in effect for 50 years. The leasehold that the Housing Authority has with the tribe is for 50 years, and the deed restriction is for low-income tenants only. The Housing Authority is also planning to apply for a welfare exemption for the property. In order to qualify for the welfare exemption, they have to maintain between 30 and 40 percent of the tenants as low income as established by the area median income calculations that are released annually by HUD.

Ms. Ryan explained the 10 percent figure as found in Recital 5 in the previous agreement.

Mayor pro tem Franco commented that it would be nice to see the formula included in the agreement language. He asked for clarification regarding the 50 year requirement.

Mr. Bush responded that they must maintain a specific threshold of affordability, otherwise a different statute applies. At the time of admissions to the program, applicants must demonstrate low-income status, and the Housing Authority has to report annually to the County regarding the income status of the tenants.

Councilmember Schuster asked if the housing was available to tribal members only, or to any low-income resident.

Mr. Bush answered that the priority would be given first to tribal members, then secondary preference given to any Native Americans. He discussed additional restrictions and requirements found in the NAHASDA document.

Councilmember Wilson asked if this process was bypassing the Assessor's office.

Mr. Bush explained the process of applying for a welfare exemption for the property, and the authority to move forward with the project regardless of having an agreement in place for the payment in lieu of taxes.

Wanda Brown, SIR Housing Authority, explained that the 50 year restriction has to do with the agreement between the Susanville Indian Rancheria, and the Susanville Indian Rancheria Housing Authority. They are two separate bodies, and the process is strictly governed by the HAHASDA. It is a new program for them, and a new process and it was the intent to work with the City to identify the payment of fees for each dwelling.

Mayor Garnier asked if there was an end date for the agreement, and what provisions are for providing police and fire services to the property. She asked if the property would be subject to the City's property maintenance ordinance.

Mr. Bush responded that the property must comply with all local laws and that would include the property maintenance ordinance.

Mayor Garnier suggested including both the \$150 per dwelling fee and the formula, with the language 'either/or' to be included in the agreement.

Mayor pro tem Franco added that with that language, then the higher of the two amounts could be assessed for those properties. Either payment does not represent any windfall to the City.

Ms. Ryan commented that if there is a consensus to include the either/or language in the agreement, she requested clarifying direction.

Mayor Garnier stated she was in favor of making that change, and including it anywhere in the agreement that references the \$150 in lieu of payment.

Councilmember Wilson commented that he would be in favor of including a reference to the governing statute and revisiting the agreement amount in the event that anything in the statute changes.

Wanda stated that the Statute requires that the Housing Authority has 90 days to revise the agreement in the event that anything in the statute changes.

Direction was given.

9B Consider Resolution No. 18-5458 approving Amendment 1 to the Agreement between the City of Susanville and the Honey Lake Valley Recreation Authority for Administrative, Management and Operational Services Mr. Newton reported that the HLVRA utilizes the City to perform administrative, management and operational services for the operation of the community pool. The agreement includes an appendix that details the approved rate that the City will be reimbursed for each position. The HLVRA met and discussed the Pool Manager/Director position, and determined that an increase to the compensation would be appropriate to reflect the duties of the position, and to attract more qualified candidates. The increase was approved from Range 930 to 938. An amendment to the agreement to reflect this change in the appendix requires City Council approval, and there are no other changes to the agreement.

Motion by Councilmember Wilson, second by Mayor pro Franco, to approve Resolution No. 18-5458; motion carried unanimously. Ayes: Wilson, Franco, Stafford, Schuster and Garnier.

Councilmember Schuster recused herself from consideration of the following item due to owning property in the Spaulding area. Councilmember Schuster exited the Council Chambers.

9C Consider Resolution No. 18-5463 approving the Spaulding Community Services District (CSD) Agreement and Authorizing the City Administrator to Execute the Agreement Mr. Newton reported that the City acts as the lead agency for the Lahontan Basins Regional Water Management Group (RWMG), and through 2015 Proposition 84 funding, the IRWMG received funding from the CA

Department of Water Resources for various projects in an estimated amount of \$1.9 million. A grant agreement was executed with DWR in August 2016 for various projects, including the Spaulding CSD Waste Water Pond closure project. The project total is \$92,500, and the details of the agreement identify the responsibilities for implementation and administration of the project for the City and Spaulding CSD. Mr. Newton explained that the project involves a conservation component that requires draining the pond and installing baffles so that the pond will not have to remain full in order to keep the liner in place.

Motion by Councilmember Stafford, second by Mayor pro tem Franco, to approve Resolution No. 18-5463; motion carried. Ayes: Stafford, Franco, Wilson and Garnier. Abstain: Schuster.

Councilmember Schuster returned to the Council Chambers.

9D Consider Resolution No. 18-5464 calling for the holding of a general municipal election to be held on Tuesday, June 5, 2018 for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities;

Consider Resolution No. 18-5465 requesting the Board of Supervisors of the County of Lassen to consolidate a general municipal election to be held on Tuesday, June 5, 2018 with the statewide primary election to be held pursuant to §10403 of the *Elections Code*;

Consider Resolution No. 18-5466 adopting regulations for candidates for elective office pertaining to Candidates' Statements submitted to the voters at an election to be held on Tuesday, June 5, 2018. Ms. MacDonald reported that the City has a general municipal election scheduled for Tuesday, June 5, 2018. Two Councilmembers will be elected to a four-year term of office ending June 2022 and to begin the process, three Resolutions are required: a notice to call for the holding of a general election; a resolution requesting consolidation of the election with Lassen County; and a resolution adopting regulations for candidate statements on the ballot. The nomination period for candidates is February 12 through March 9, 2018. In the event one of the incumbents does not run for office, the Elections Code provides for a five-day extension of the nomination period to March 14, 2018.

There were no questions or comments.

Motion by Mayor pro tem Franco, second by Councilmember Stafford, to approve Resolution No. 18-5464, 18-5465 and 18-5466; motion carried unanimously. Franco, Stafford, Wilson, 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:

13A Sales Tax Measure Mr. Newton explained that this item was agendaized in the event that there was new information to report to the City Council. He has not had an opportunity to meet with County staff, and the item is scheduled to be discussed by the Board of Supervisors at their January 9, 2018. He anticipates having more information to share at the next meeting.

14 COUNCIL ITEMS:

14A AB1234 travel reports:

Councilmember Schuster shared her participation in the Holiday with a Hero event, and complimented Officer Terra Avilla and everyone involved in coordinating the event. There were over 140 local children who participated this year.

15 ADJOURNMENT:

Motion by Mayor pro tem Franco, second by Councilmember Stafford, to adjourn the meeting.

The meeting was adjourned at 7:50 p.m.

Kathie Garnier, Mayor

Respectfully submitted by

Gwenna MacDonald, City Clerk

Approved on: _____

SUSANVILLE CITY COUNCIL
Special Meeting Minutes
January 19, 2018– 8:00 a.m.

Meeting was called to order at 8:12 a.m. by Mayor Garnier.

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

Staff present: Dan Newton, Interim City Administrator; Jessica Ryan, City Attorney and Gwenna MacDonald, City Clerk.

Councilmember Schuster was connected by conference call from her location at the Hyatt Regency Sacramento at 1209 L Street, Sacramento, CA. Mr. Newton stated that any votes taken by the Council must be by polled vote, due to Councilmember Schuster's participation from a remote location.

1 APPROVAL OF THE AGENDA:

Motion by Councilmember Stafford, second by Councilmember Wilson, to approve the agenda as submitted; motion carried unanimously. Ayes: Stafford, Wilson, Franco, Schuster and Garnier.

2 PUBLIC COMMENT: No comments.

3 CLOSED SESSION: No business

4 SCHEDULED MATTERS:

4A Resolution No. 18-5470 extending Interim-Urgency Ordinance No. regulating medical and adult use Cannabis Activities pending adoption of a permanent ordinance Mr. Newton reported that at its December 6, 2017 meeting, the City Council adopted an interim-urgency ordinance to regulate adult and medical use cannabis within the city limits. The ordinance was effective immediately, and remained in effect for 45 days unless extended by a four-fifths vote of the Council at a noticed public hearing. The Ordinance allows the Council time to study and consider regulations pertaining to adult and medical use cannabis activities within the City. Absent regulations, activity could be permitted within the City by way of a State permitting process. A subcommittee has been formed to address the regulations, and the City is allowed to extend the ordinance for a period of ten months and fifteen days.

Mayor Garnier opened the public hearing at 8:15 a.m. and requested any comments for or against the ordinance.

There being no comments, Mayor Garnier closed the public hearing at 8:16 a.m.

Motion by Councilmember Wilson, second by Councilmember Stafford, to approve Resolution No. 18-5470; motion carried unanimously by polled vote: Ayes: Wilson, Stafford, Franco, Schuster and Garnier.

5 ADJOURNMENT: *Next regular meeting is scheduled for February 7, 2018 at 6:00 p.m.*

Motion by Mayor pro tem Franco, second by Councilmember Stafford, to adjourn the meeting.

The meeting was adjourned at 8:16 a.m.

Kathie Garnier, Mayor

Respectfully submitted by

Gwenna MacDonald, City Clerk

Approved on: _____

**SUSANVILLE CITY COUNCIL
Special Meeting Minutes
January 22, 2018– 9:30 a.m.**

Meeting was called to order at 9:30 a.m. by Mayor Garnier.

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

Staff present: Dan Newton, Interim City Administrator; Jessica Ryan, City Attorney and Gwenna MacDonald, City Clerk.

1 APPROVAL OF THE AGENDA:

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

2 PUBLIC COMMENT: No comments.

3 CLOSED SESSION: At 9:36 a.m. the Council considered the following:

3A PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL RELEASE – pursuant to Government Code section 54957

At 9:54 a.m. the City Council reconvened in Open Session.

4 SCHEDULED MATTERS:

4A Choose hearing dates for existing litigation in matters of Matthew Wood v. City of Susanville and Michael Bollinger v. City of Susanville

It was the determination of the City Council and special counsel that the hearing dates for existing litigation would be scheduled for special meetings to be held from 9:00 to 12:00 p.m. and from 3:00 to 6:00 p.m. on March 19, March 20 and March 21, 2018.

Mr. Newton stated that the announcement from Closed Session was that no reportable action had been taken. City Council provided direction to staff.

5 ADJOURNMENT: Next regular meeting is scheduled for February 7, 2018 at 6:00 p.m.

Motion by Mayor pro tem Franco, second by Councilmember Stafford, to adjourn the meeting.

The meeting was adjourned at 10:17 a.m.

Kathie Garnier, Mayor

Respectfully submitted by

Gwenna MacDonald, City Clerk

Approved on: _____

SUSANVILLE CITY COUNCIL
Special Meeting Minutes
January 22, 2018– 10:00 a.m.

Meeting was called to order at 10:18 a.m. by Mayor Garnier.

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

Staff present: Dan Newton, Interim City Administrator; Jessica Ryan, City Attorney and Gwenna MacDonald, City Clerk.

1 APPROVAL OF THE AGENDA:

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

2 PUBLIC COMMENT: No comments.

3 CLOSED SESSION: At 10:19 a.m. the Council entered into Closed Session to discuss the following:

A PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL RELEASE – pursuant to Government Code Section 54957.

At 12:05 p.m. the City Council reconvened in Open Session.

Mr. Newton announced that no reportable action had been taken.

4 SCHEDULED MATTERS:

4A Sales Tax Measure Discussion Mr. Newton reviewed the requirements for placing a sales tax measure on the ballot for the June 5, 2018 election. The Council must adopt an ordinance by introducing the ordinance for a first reading, then approving a second reading at the following council meeting. A resolution to place the measure on the ballot must also be approved. There have been discussions that a special tax related to public safety may be better received by the community than a general tax. A special tax requires a sixty-six percent vote to pass, and would be designated for a specific purpose while a general tax requires only a simple majority, with more flexibility for spending the revenue. It would be preferable to work with the County to put one measure on the ballot, and then enter into a separate tax-sharing agreement with the County. Or, the City could consider placing its own measure on the ballot. A the joint meeting with the City Council and Board of Supervisors has been scheduled for January 23, 2018 at Jensen Hall, and the discussion will be beneficial to identify public support, and whether it should be a special or general tax. If both a city and county measure passed, then the tax rate for the City would include an additional percentage for the City tax, on top of whatever tax that the County would impose since approximately 60 percent of the sales tax revenue generated in Lassen County is from within the City limit. Mr. Newton added that this situation is not common, however Humboldt County has both a City and County sales tax that is structured this way. The discussion scheduled with the County will also include a discussion regarding medical and adult use cannabis.

Mayor Garnier discussed the likelihood of passing a general tax versus a special tax, and the needs of the police and fire departments. Unfortunately, the City's financial situation is critical and either a tax is passed to generate additional revenue, or the City will have to look at cutting services.

Mr. Newton commented that even with a special tax, the City could utilize the revenue to preserve the existing benefit structure for public safety. There are a lot of strategies and options and needs throughout the City including public works, parks, and reduction in services in any of those departments will resonate with the community if the measure fails.

Councilmember Schuster stated that she was not in support of an additional tax.

Councilmember Wilson commented that he has never voted to support any tax, and he is struggling with the justification for adding a sales tax measure to the ballot.

Mayor pro tem Franco stated that previously when he served on the City Council, they were two very lean periods when the City had to make cuts to services, and accepts that as a Councilmember it is his responsibility to consider every option or solution to the current financial crisis.

Mayor Garnier commented that during that period of time, City staff went six years with no increases.

Councilmember Wilson advised that if the ballot measure is put forth for public safety and then all of the additional revenue goes towards paying the unfunded CalPers liability that it will not go over well with the public that expects something else to be done with additional funding for public safety. The City needs to be very proactive in finding other ways to cut expenses and make it work, even if means to combine departments. Every option should be on the table at this point.

5 ADJOURNMENT: Next regular meeting is scheduled for February 7, 2018 at 6:00 p.m.

Motion by Mayor pro tem Franco, second by Councilmember Stafford, to adjourn the meeting.

The meeting was adjourned at 12:23 p.m.

Kathie Garnier, Mayor

Respectfully submitted by

Gwenna MacDonald, City Clerk

Approved on: _____

Reviewed by: Interim City Administrator
 City Attorney

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

Submitted by: Heidi Whitlock, Assistant to the City Administrator

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 18-5473** authorizing Mayor to execute the 2018 Loan Agreement between the National Museum of the United States Air Force and the City of Susanville for the Phantom Jet F-4C (RF) on loan for static display at the Susanville Municipal Airport.

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The City has had the Phantom Jet F-4C (RF) on loan for static display from the National Museum of the United States Air Force (NMUSAF) since 1995 at the Susanville Municipal Airport. As a requirement, the City must renew the loan agreement on an annual basis providing pictures and proof of insurance as well.

Attached is the 2018 Loan Agreement for execution by the Mayor.

FISCAL IMPACT: The NMUSAF values the jet at \$22,000 which the City covers under its insurance policy.

ACTION

REQUESTED: Motion to adopt Resolution Number 18-5473 authorizing the Mayor to execute the 2018 Loan Agreement between the National Museum of the United States Air Force and the City of Susanville for the Phantom Jet F-4C (RF) on loan for static display at the Susanville Municipal Airport.

ATTACHMENTS: Resolution Number 18-5473
2018 Loan Agreement with attachments
Current Photo of Phantom Jet F-4C

RESOLUTION NUMBER 18-5473
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING MAYOR TO EXECUTE 2018 LOAN AGREEMENT BETWEEN THE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) AND THE
CITY FOR THE PHANTOM JET F-4C (RF) ON LOAN FOR STATIC DISPLAY AT THE
SUSANVILLE MUNICIPAL AIRPORT

WHEREAS, The City of Susanville has had a Phantom Jet F-4C (RF) on loan from the National Museum of the United States Air Force (NMUSAF) since 1995 for static display at the Susanville Municipal Airport; and

WHEREAS, as a requirement the City must renew the loan agreement on an annual basis providing pictures and proof of insurance; and

WHEREAS, the NMUSAF values the jet at \$22,000 which the City covers under its insurance policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville that the Mayor is authorized to execute the 2018 Loan Agreement with the National Museum of the United States Air Force (NMUSAF) for the Phantom Jet F-4C (RF) for static display at the Susanville Municipal Airport.

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 21st day of February, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY LOAN PROGRAM**

2018 LOAN AGREEMENT, SDA0035

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF SUSANVILLE, hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of CA and located at SUSANVILLE, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2018 and ending 31 March 2019. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include, but not limited to, annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2018.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with

an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

“The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year).”

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return said property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the property is no longer required, at no expense to the NMUSAF.

15.2. **The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Twenty-Fourth Day of January, 2018, at Wright-Patterson AFB Ohio.

By: SHAW.MELISSA.L.1 268824703
MELISSA SHAW
Digitally signed by SHAW.MELISSA.L.1268824703
Date: 2018.01.24 08:03:54 -05'00'

Title: Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839 Fax Number: (937) 656-4081

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this 21st day of Feb. 2018, at _____.

City of Susanville
(Name of Borrower/Organization)

By: _____
(Signature)

Kathie Garnier, Mayor
(Typed or Printed Name & Title)

Address: 66 North Lassen St.

Susanville, CA 96130

Telephone: (530)252-5106 Fax Number: (530)252-1020

Email: hwhitlock@cityofsusanville.org

NATIONAL MUSEUM OF THE U.S. AIR FORCE

RCS: HAF-HO(A) 8801

Loan Account Number SDA0035

26-Dec-17

ACCESSION #	NOMENCLATURE	VOUCHER #
SD-2000-0142	AIRCRAFT, F-4C(RF), 64-1022	SD2002-044

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____ 2/21/18
(Historical Property Custodian) (Date)
Kathie Garnier

Typed or Printed Name
Mayor

Typed or Printed Title

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 68 degrees and 50% relative humidity. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

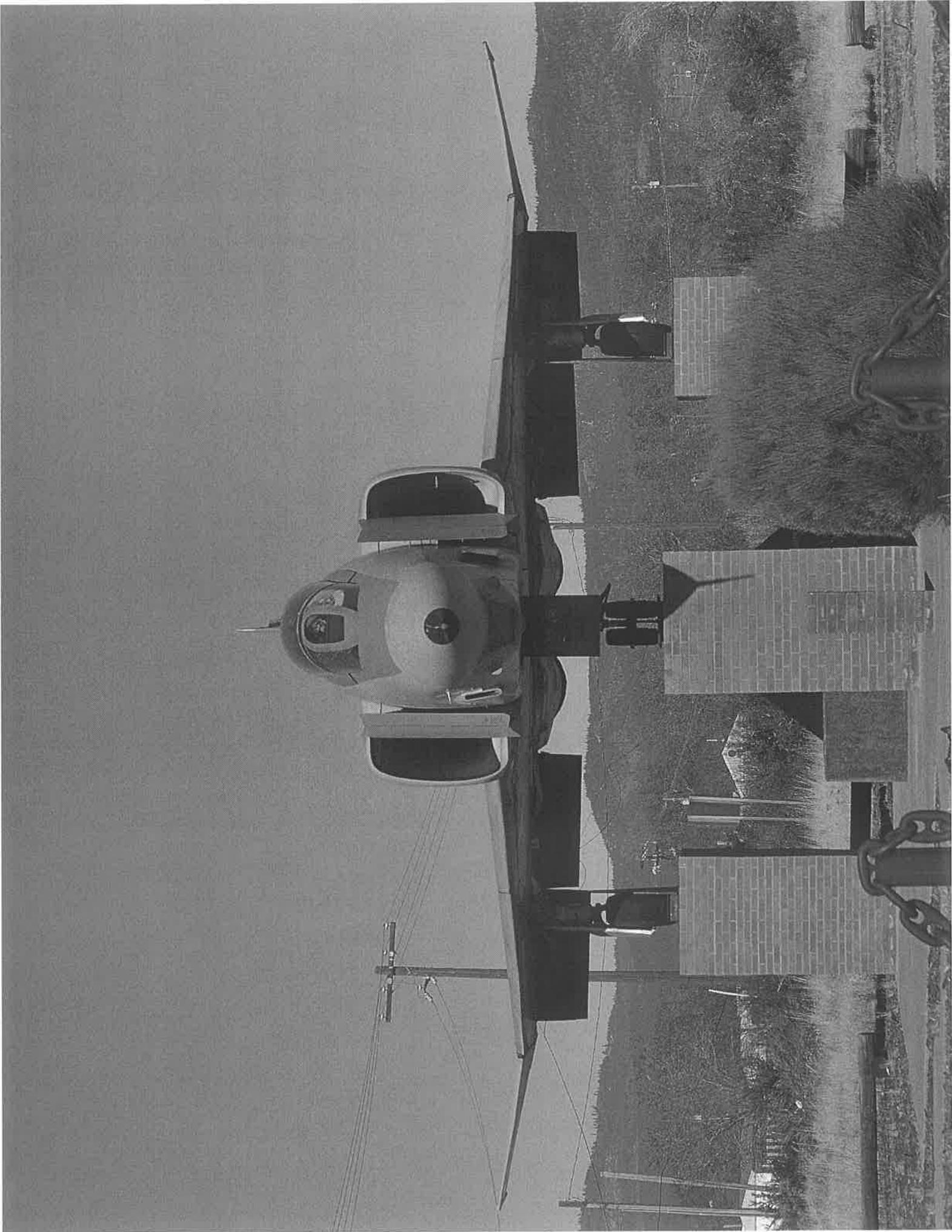
E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue

paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.



Reviewed by: *R* Interim City Administrator
 City Attorney

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

Submitted by: Heidi Whitlock, Assistant to the City Administrator

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution Number 17-5474 authorizing Mayor to execute Annual Certificate of Army Materiel Status for the UH-1 Huey Helicopter, Serial Number 66-16374 and the AH-1 Cobra Helicopter, Serial Number 67-15684 located at the Susanville Municipal Airport.

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The City has a UH-1 Huey Helicopter and AH-1 Cobra Helicopter for static display at the Susanville Municipal Airport. The City must furnish a notarized statement with a current photograph annually, certifying that the equipment is still in the possession of the City and is being displayed in the same manner and condition as indicated in the original photograph.

FISCAL IMPACT: None at this time.

ACTION

REQUESTED: Motion to adopt Resolution Number 18-5474 authorizing the Mayor to execute an Annual Certification of Army Materiel Status for the UH-1 Huey Helicopter, Serial Number 66-16374 and an Annual Certification of Army Materiel Status for the AH-1 Cobra Helicopter, Serial Number 67-15684 for static display at the Susanville Municipal Airport.

ATTACHMENTS: Resolution Number 18-5474
Annual Certification of Army Materiel Status for the UH-1 Huey Helicopter, Serial Number 66-16374
Current Photo of Huey
Annual Certification of Army Materiel Status for the AH-1 Cobra Helicopter, Serial Number 67-15684
Current Photo of Cobra

RESOLUTION NUMBER 18-5474
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING MAYOR TO EXECUTE ANNUAL CERTIFICATION OF ARMY
MATERIEL STATUS FOR THE UH-1 HUEY HELICOPTER, SERIAL NUMBER 66-
16374 AND THE AH-1 COBRA HELICOPTER, SERIAL NUMBER 67-15684 FOR
STATIC DISPLAY LOCATED AT THE SUSANVILLE MUNICIPAL AIRPORT

WHEREAS, at its December 7, 2001 meeting the City Council authorized the Mayor to execute a Conditional Deed of Gift accepting responsibility for the UH-1 Huey Helicopter, Serial Number 66-16374 for static display at the Susanville Municipal Airport; and

WHEREAS, at its August 7, 2002 meeting the City Council authorized the Mayor to execute a Conditional Deed of Gift accepting responsibility for the AH-1 Cobra Helicopter, Serial Number 67-15684 for static display at the Susanville Municipal Airport; and

WHEREAS, one of the requirements of the Conditional Deed of Gift is that the City must furnish a notarized statement with a current photograph annually certifying that the equipment is still in the possession of the City and is being displayed in the same manner and condition as indicated by the original photograph.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville that the Mayor is authorized to execute Annual Certification of Army materiel Status for the UH-1 Huey Helicopter, Serial Number 66-16374 and the AH-1 Cobra Helicopter, Serial Number 67-15684 for static display at the Susanville Municipal Airport.

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 21st day of February, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

Annual Certification of Army Materiel Status

In accordance with paragraph six (6) of the Conditional Deed of Gift for UH-1 Huey serial number 66-16374, donated to City of Susanville, under the terms of Public Law 10 USC 2572, I certify that the aforementioned equipment is (check the appropriate line)

XX Is still required, displayed and maintained in a clean and safe condition, so its appearance reflects favorably on the military. CURRENT PHOTOGRAPHS (35mm color prints) are attached.

Is in poor condition. Restoration to upgrade the appearance of the item will begin _____ and is expected to be completed _____.
CURRENT PHOTOGRAPHS (35mm color prints) are attached.

No longer required. Please send disposition instructions.

Remarks: _____

OFFICIAL'S SIGNATURE: _____

NAME (Type/Print): _____

TITLE: Mayor

ADDRESS: 66 North Lassen Street

CITY & STATE: Susanville, CA 96130

BUSINESS PHONE: _____

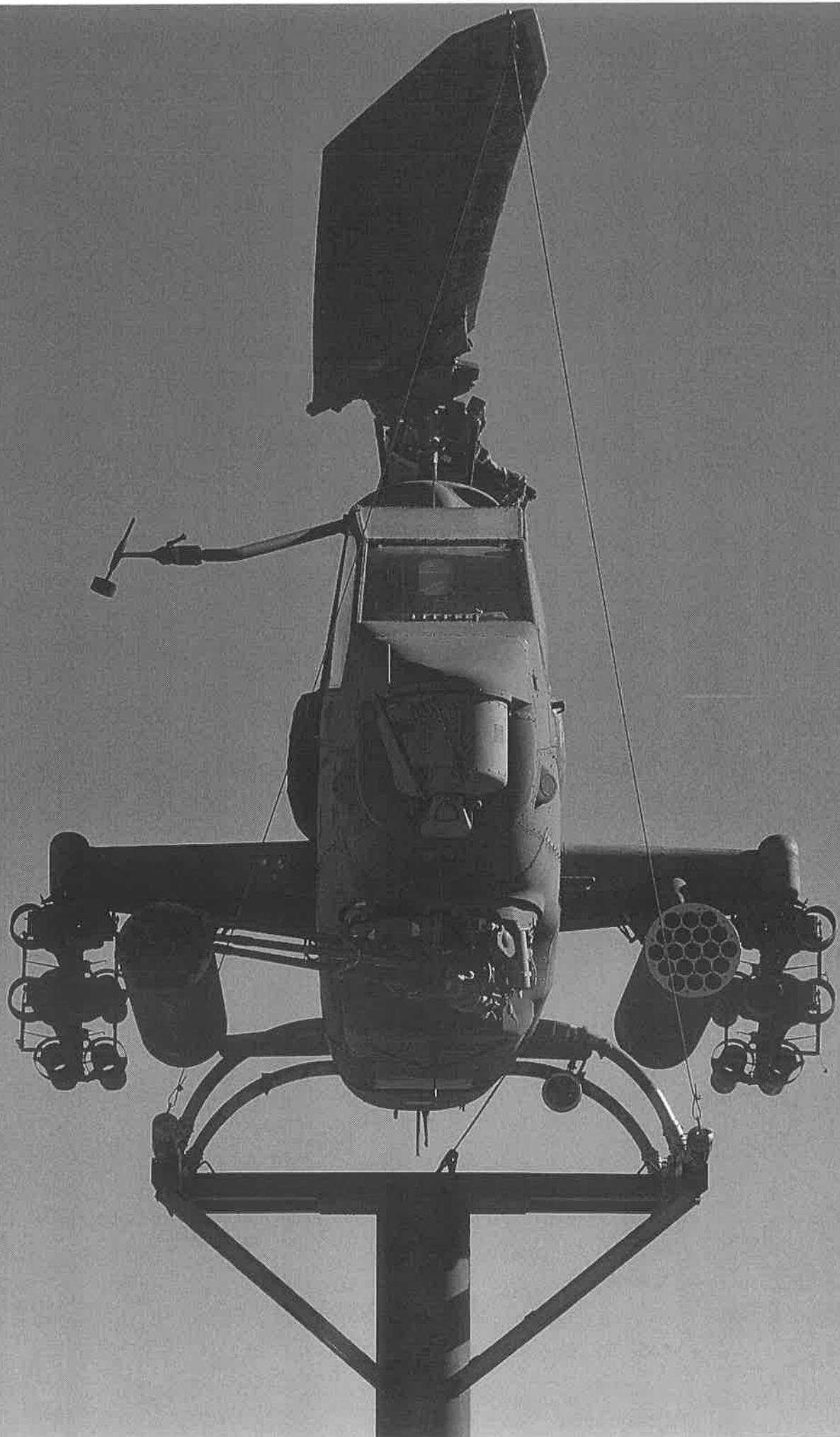
DATE: _____

See Attached Notary Acknowledgment

Notary Public
(Seal and Signature)

Mail to: U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-LC-LEAD/MS 419, 6501 East 11 Mile Road, Warren, MI 48397-5000 no later than January 15th.





Reviewed by: Interim City Administrator
 City Attorney

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

Submitted by: Heidi Whitlock, Assistant to the City Administrator

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution Number 18-5475 authorizing Mayor to execute Annual Certification of Army Materiel Status for the GPF M1917/18 Series Gun, Serial Number 884, located at Susanville Memorial Park.

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The City Council authorized a Conditional Deed of Gift accepting responsibility for the GPF M1917/18 Series Gun and must annually provide a notarized statement with current photograph certifying that the equipment is still in the possession of the City and is being displayed in the same manner and condition as indicated by the original photograph.

FISCAL IMPACT: None at this time.

ACTION

REQUESTED: Motion to adopt Resolution No. 18-5475 authorizing the Mayor to execute an Annual Certification of Army Materiel Status for the GPF M1917/18 Series Gun, Serial Number 884, located at Susanville Memorial Park.

ATTACHMENTS: Resolution No. 18-5475
Annual Certification
Current Photo GPF M1917/18 Series Gun

RESOLUTION NO. 18-5475
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING MAYOR TO EXECUTE ANNUAL CERTIFICATION OF ARMY
MATERIEL STATUS FOR THE GPF M1917/18 SERIES GUN, SERIAL
NUMBER 884 LOCATED AT SUSANVILLE MEMORIAL PARK

WHEREAS, at its December 17, 2008 meeting the City Council authorized the Mayor to execute a Conditional Deed of Gift accepting responsibility for the GPF M1917/18 Series Gun, Serial Number 884; and

WHEREAS, one of the requirements of the Conditional Deed of Gift is that the City must furnish a notarized statement with a current photograph annually certifying that the equipment is still in the possession of the City and is being displayed in the same manner and condition as indicated by the original photograph;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville that the Mayor is authorized to execute Annual Certification of Army Materiel Status for the GPF M1917/18 Series Gun, Serial Number 884 located at Susanville Memorial Park.

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 21st day of February, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

CONDITIONAL DEED OF GIFT
COMBAT MATERIEL FOR STATIC DISPLAY

THIS AGREEMENT made as of December 17, 2008 between the UNITED STATES OF AMERICA (hereinafter called "the Government" or the "Donor") represented by the US Army TACOM Life Cycle Management Command, Warren, Michigan and City of Susanville (hereinafter called "the Donee") operating under the laws of the State of California and located in the City/Township/Village of Susanville.

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.
2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.
3. The US Army agrees to release a GPF M1917/18 Series
Gun, Towed, 155mm, Grande Puissance Filloux, (FR/US), serial number 884, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.
4. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.
5. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document or Donor supplied registration document shall identify the specific equipment and become a permanent part of this Deed.
6. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.
7. The Donee agrees not to use the donated property as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

8. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at Susanville Memorial Park, within ninety (90) days following physical acceptance of the property and to provide the Donor with an 8" x 10" color photograph, depicting how the donated property is displayed.

9. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

10. The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.

11. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

12. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

13. If at any time donated property is no longer used for display purposes, or if the Donee no longer wishes to keep the donated property, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option within sixty (60) days after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

EXECUTED

On behalf of the Donor this 18th day of February, 2009 at the US Army TACOM Life Cycle Management Command.

UNITED STATES OF AMERICA

By: Audrey J. Clarke

AUDREY J. CLARKE

Acting Chief, Army Donations Program

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

Kurt Bonham

Name (Printed or Typed)

Mayor

Title

Kurt Bonham, City of Susanville

Signature

Notary Public Endorsement

COUNTY OF _____ STATE OF _____

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this _____ Day of _____, 20____.

My Commission expires: _____

Notary Public

ACKNOWLEDGMENT

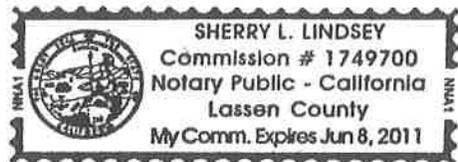
State of California
County of Lassen)

On March 4, 2009 before me, Sherry L. Lindsey
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature

Sherry L. Lindsey

(Seal)

Annual Certification of Army Materiel Status

In accordance with paragraph six (6) of the Conditional Deed of Gift for GPF M1917/18 Series Gun serial number 884, donated to City of Susanville, under the terms of Public Law 10 USC 2572, I certify that the aforementioned equipment is (check the appropriate line)

Is still required, displayed and maintained in a clean and safe condition, so its appearance reflects favorably on the military. CURRENT PHOTOGRAPHS (35mm color prints) are attached.

Is in poor condition. Restoration to upgrade the appearance of the item will begin _____ and is expected to be completed _____. CURRENT PHOTOGRAPHS (35mm color prints) are attached.

No longer required. Please send disposition instructions.

Remarks: _____

OFFICIAL'S SIGNATURE:

NAME (Type/Print): _____

TITLE: Mayor

ADDRESS: 66 North Lassen Street

CITY & STATE: Susanville, CA 96130

BUSINESS PHONE: _____

DATE: _____

Notary Public
(Seal and Signature)

Mail to: U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-LC-LEAD/MS 419, 6501 East 11 Mile Road, Warren, MI 48397-5000 no later than January 15th.



Reviewed by: Interim City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Kelley Merritt, Acting Police Chief

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 18-5481** authorizing the purchase of a 2018 SSV Dodge 1500 Police Truck

PRESENTED BY: Kelley Merritt, Acting Police Chief

SUMMARY: The Susanville Police Department is in need of a new patrol vehicle suitable for traffic safety and law enforcement use. The Police Department solicited quotes from dealerships in the local area as well as out of the area. Susanville Auto Center submitted a quote for \$29,624.81 out the door and Elk Grove Auto submitted a quote for \$29,250.00 out the door. The Police Department would like to use the "Local bidder preference" (2 ½ percent difference of bid price over the next bidder), Municipal Code 3.08.160 and award the bid to Susanville Auto Center. The price of the vehicle and the necessary equipment installed in the vehicle is estimated to cost \$40,000. If the purchase is approved, it is our intention to deliver payment upon acceptance of the vehicle and installed equipment.

FISCAL IMPACT: \$20,000 from the Traffic Safety Fund and \$20,000 from the Police Mitigation Fund.

ACTION REQUESTED: Motion to approve Resolution No. 18-5471, authorizing the purchase of a 2018 SSV Dodge 1500 Police Truck and installation of necessary equipment.

ATTACHMENTS: Resolution No. 18-5481
 Quote from Susanville Auto Center
 Quote from Sierra Electronics
 Quote from LASCO

RESOLUTION NO. 18-5471
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE PURCHASE OF A 2018 SSV DODGE 1500 POLICE TRUCK

WHEREAS, the City has a need to purchase a Police Patrol Truck suitable for Traffic Safety and Law Enforcement use; and

WHEREAS, the Susanville Police Department has received two quotes for the purchase of a 2018 SSV Dodge 1500 Police Truck and the necessary equipment needed.

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

1. The Police Department is authorized to purchase the 2018 SSV Dodge Police Truck from Susanville Auto Center and needed equipment for a cost of \$40,000.
2. Funding for the purchase of the Police Truck will be charged ½ to Traffic Safety and ½ to Police Mitigation.

APPROVED: _____

Kathie Garnier, Mayor

ATTEST: _____

Gwenna MacDonald, City Clerk

The foregoing Resolution No. 18-5471 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 21st day of February 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

SUSANVILLE FORD, INC

Source:

Price	27,507.00
Taxable A.M.O.	0.00
Document Processing	80.00
Emissions Testing Charge	0.00
Sales Tax	2,000.06
Non-Tax A.M.O.	0.00
Service Contract	0.00
Subtotal	29,587.06
DMV Fees	0.00
State Emissions Certification or Exemption Fee	0.00
California Tire Fee	8.75
Electronic Veh Reg or Transfer Charge	29.00
Total Insurance	0.00
Total	29,624.81
Amount Financed	29,624.81
Finance Charges	0.00
Total of Payments	29,624.81
Total Sale Price	29,624.81

Salesperson:

Trade	0.00
Payoff	0.00
Net Trade	0.00
Cash Down	0.00
Deferred Down	0.00
Rebate	0.00
Total Down	0.00

APR	0.00
Term	1
Monthly Payment	29,624.81
Final Payment of	

Out The Door

*** BUYER ***

SUSANVILLE POLICE DEPARTMENT
 1801 MAIN ST
 SUSANVILLE, CA 96130

Date of Birth: _____
 Home Phone Number: (530) 257-5603
 Work Phone Number: _____
 County: LASSEN
 Email: kmerritt@cityofsusanville.org

*** CO-BUYER ***

Date of Birth: _____
 Home Phone Number: _____
 Work Phone Number: _____
 County: _____
 Email: _____

*** PURCHASE ***

*** TRADE 1 ***

*** TRADE 2 ***

Stock Number
 Year
 Make
 Model
 Body Style
 Color
 Trim
 Key 1 Number
 Key 2 Number
 Weight 2,020
 License
 Odometer
 VIN
 Cylinders 0
 Vehicle Type USED

*** BANK ***

*** INSURANCE ***



690 EAST GLENDALE AVE. ST 9B SPARKS, NV 89431
 PHONE (800) 874-7515 FAX (775) 358-9309

QUOTE

Number DVPQ6416
 Date Dec 8, 2018

Sold To
SUSANVILLE POLICE DEPARTMENT
 Kelley Merritt
 1801 MAIN ST.
 SUSANVILLE, CA 96130

 Phone (530) 257-5603
 Fax

Ship To
SUSANVILLE POLICE DEPARTMENT
 Kelley Merritt
 1801 MAIN ST.
 SUSANVILLE, CA 96130

 Phone (530) 257-5603
 Fax

VEHICLE IS 2018 DODGE 1500 CREWCAB

Salesperson	Quote Valid	Ship Via	Terms
DAN PENA	30 DAYS	INSTALL	NET 30

Line	Qty	Description	Unit Price	Ext. Price
1	1	47" 21TR Plus Standard Model LED LIGHTBAR red drivers (steady burn) / blue passenger / takedown / alley / rear amber arrowstick / vehicle specific bracket	1,575.00	1,575.00
2	1	Full Feature 200w Siren w/ Hard-Wired Microphone, Electronic Air Horn, plus 3-Level Progressive Slide Switch, & 6 Standard Push On/Off Button	533.00	533.00
3	1	Siren Speaker With Universal Bracket	175.00	175.00
4	1	Select-A-Pattern Headlight Flasher, Solid State, 12v Isolation Model (for systems requiring electrical isolation)	50.00	50.00
5	1	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	45.00	45.00
6	1	16" Wide-Body Console w/Dash Panels	540.00	540.00
7	1	APX 02 REMOTE MOUNT FACEPLATE 4"	0.00	0.00
8	1	MASTERCOM FACE PLATE 4"	0.00	0.00
9	1	WIDE BODY FLOOR MOUNTING PLATE	90.00	90.00
10	2	DC CIGARETTE LIGHTER OUTLET	11.70	23.40
11	1	2" Faceplate w/ (2) DC outlet holes	0.00	0.00
12	1	CUP HOLDER INTERNAL DOUBLE	40.00	40.00
13	1	Internal tray for personal items 4"	29.00	29.00
14	1	#7VS Single Prisoner Partition Vinyl Coated Expanded Metal Partition, Crew Cab	847.00	847.00
15	1	Driver & passenger side steel door panels	187.20	187.20
16	1	Driver & passenger side window guards, welded bars, vertical design	151.20	151.20
17	1	Rear Window Screen	124.75	124.75
18	1	PB450L4 PUSH BUMPER S Aluminum with 4 LED Lighthoods	759.00	759.00
19	1	DUAL WEAPON VERTICAL WEAPONS RACK 2 XL universal locks included	395.00	395.00
20	1	INSTALL CUSTOMER SUPPLIED MOTOROLA APX4500 REMOTE MOUNT	0.00	0.00

Line	Qty	Description	Unit Price	Ext. Price
21	1	COPELAND EQUIPMENT TIMER	71.72	71.72
22	1	PARK KILL SIREN AND FRONT STROBES	0.00	0.00
23	1	HORN RING	0.00	0.00
24	1	WIRING KIT	150.00	150.00
25	1	EQUIPMENT FREIGHT CHARGES	225.00	225.00
26	34	INSTALL LABOR	65.00	2,210.00

INSTALLATION / PROGRAMMING NOTES:

SIERRA ELECTRONICS EMPLOYS CERTIFIED ELECTRONICS TECHNICIANS AND INSTALLERS.

QUOTE VALID 30 DAYS

DIRECT QUESTIONS REGARDING THIS QUOTE TO
DAN PENA
OFFICE- 775-359-1121
CELL - 775-846-6904
EMAIL danp@sierraelectronics.com

SubTotal	8,401.27
Tax	448.87
Shipping	0.00
Total	8,850.14

Lasco

80 N. Roop St.
Susanville, CA 96130

Invoice

Date	Invoice #
2/1/2018	2772

Bill To
Susanville Police Department

Ship To

P.O. Number	Terms	Rep	Shlp	Via	F.O.B.	Project
			2/1/2018			

Quantity	Item Code	Description	Price Each	Amount
1	Signage	Vehicle Lettering 2 color cut vinyl doors rear and unit numbers	405.00	405.00T
1	Labor	Installation	60.00	60.00
		Sales Tax	7.50%	30.38

Phone #	Fax #
530-257-7790	530-257-7999

Total	\$495.38
--------------	-----------------

Sgt. Kelley
Merritt

Sussex P.D.

Prepared By:

Bill Kemery
Elk Grove Auto / Winner Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 429-4700
Fax: (916) 421-0149
Email: billk@lasherauto.com

Cont. #1-16-23-20
#10 TRACKS St. Quentin
2018 Ram 1500

DS6T98 SSV 4x4 Crew Cab 5'7" Box

#24,805.⁰⁰ FOB Auto.
3,180.⁰⁰ SSV upgrade
1,265.⁰⁰ Factory options

\$29,250.⁰⁰
+CA. ST. Sales TAX
+PTS IN TIRE FEES

Photo may not represent exact vehicle or selected equipment.

Bed lined Delete inc
in Base Price \$24,805.⁰⁰
W&K

Will Call Auto. Co.

PER ATTACHED SPECIFICATIONS

Prepared By:
 Bill Kemery
 Elk Grove Auto / Winner Chevy
 8575 Laguna Grove Drive
 Elk Grove, CA 95757
 Phone: (916) 429-4700
 Fax: (916) 421-0149
 Email: billk@lasherauto.com

2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

WINDOW STICKER

2018 Ram 1500 SSV 4x4 Crew Cab 5'7" Box		Interior: - Diesel Gray/Black
5.7 L/345 CID Regular Unleaded V-8		Exterior 1: - Brilliant Black Crystal Pearlcoat
* 6-Speed Automatic w/OD		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
DS6T98	2018 Ram 1500 SSV 4x4 Crew Cab 5'7" Box	\$40,175.00
	OPTIONS	
EZH	ENGINE: 5.7L V8 HEMI MDS VVT	\$0.00
DG1	TRANSMISSION: 6-SPEED AUTOMATIC (65RFE)	\$0.00
25D	QUICK ORDER PACKAGE 25D SSV	\$0.00
DMD	3.55 REAR AXLE RATIO	\$0.00
WFP	WHEELS: 17" X 7" STEEL	\$0.00
TTM	TIRES: P265/70R17 BSW AS	\$0.00
PXR	BRILLIANT BLACK CRYSTAL PEARLCOAT	\$0.00
	STANDARD PAINT	\$0.00
D5X8	DIESEL GRAY/BLACK, CLOTH FRONT/VINYL REAR SEATS	\$0.00
Z6D	GVWR: 6,800 LBS	\$0.00
ADB	PROTECTION GROUP	\$225.00
NFX	32 GALLON FUEL TANK	\$445.00
XM9	DELETE SPRAY IN BEDLINER	-\$200.00
CS7	TRI-FOLD TONNEAU COVER	\$595.00
	SUBTOTAL	\$41,240.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 511.0, Data updated 10/3/2017
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Customer File:

Prepared By:
Bill Kemery
Elk Grove Auto / Winner Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 429-4700
Fax: (916) 421-0149
Email: billk@lasherauto.com

2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

WINDOW STICKER

Advert/Adjustments	\$0.00
Destination Charge	\$1,395.00
TOTAL PRICE	\$42,635.00
Est City: 13.00 mpg	
Est Highway: 18.00 mpg	
Est Highway Cruising Range: * 576.00 mi	

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2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

ENTERTAINMENT

- Radio: 3.0
- Radio w/Seek-Scan, Clock and Radio Data System
- 6 Speakers
- Fixed Antenna
- Media Hub (USB, AUX)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

EXTERIOR

- Wheels: 17" x 7" Steel
- Tires: P265/70R17 BSW AS
- Regular Box Style
- Spray-In Bed Liner
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Power Side Mirrors w/Manual Folding
- Black Exterior Mirrors
- Exterior Mirrors w/Heating Element
- Fixed Rear Window
- Variable Intermittent Wipers
- Deep Tinted Glass
- Galvanized Steel/Aluminum Panels
- Black Grille
- Front License Plate Bracket
- Tailgate Rear Cargo Access
- Fully Automatic Aero-Composite Halogen Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

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Email: billk@lasherauto.com

2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

INTERIOR

- Power 10-Way Driver Seat
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Vinyl Rear Seat
- Cloth Front/Vinyl Rear Seats -inc: 40-40 bucket no center console
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
- Power Rear Windows
- Power Lumbar Adjust
- Rear Folding Seat
- Front Cupholder
- Rear Cupholder
- Remote Keyless Entry w/All-Secure
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts and Console Ducts
- Glove Box
- Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert, Chrome And Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- Day-Night Auto-Dimming Rearview Mirror
- 2 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Elk Grove, CA 95757
Phone: (916) 429-4700
Fax: (916) 421-0149
Email: billk@lasherauto.com

2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

- Cargo Area Concealed Storage
- Pickup Cargo Box Lights
- Audio Jack Input for Mobile Devices
- Remote USB Port
- Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
- Delayed Accessory Power
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- 115V Auxiliary Power Outlet
- Systems Monitor
- Analog Display
- Seats w/Cloth Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Rear Center Armrest
- Sentry Key Engine Immobilizer

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 511.0, Data updated 10/3/2017
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Customer File:

Prepared By:
Bill Kemery
Elk Grove Auto / Winner Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 429-4700
Fax: (916) 421-0149
Email: billk@lasherauto.com

2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

MECHANICAL

- Engine: 5.7L V8 HEMI MDS VVT
- Transmission: 6-Speed Automatic (65RFE)
- 3.55 Rear Axle Ratio
- GVWR: 6,800 lbs
- 50-State Emissions
- Transmission w/Driver Selectable Mode, Sequential Shift Control and HD Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- Engine Oil Cooler
- 730CCA Maintenance-Free Battery
- 220 Amp Alternator
- Class IV Towing w/Harness, Hitch and Trailer Sway Control
- 1210# Maximum Payload
- HD Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 26 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Short And Long Arm Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared By:
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Elk Grove, CA 95757
Phone: (916) 429-4700
Fax: (916) 421-0149
Email: billk@lasherauto.com

2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

SAFETY

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Curtain 1st And 2nd Row Airbags
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkView Back-Up Camera

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared By:
 Bill Kemery
 Elk Grove Auto / Winner Chevy
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 Elk Grove, CA 95757
 Phone: (916) 429-4700
 Fax: (916) 421-0149
 Email: billk@lasherauto.com

2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
DS6T98	2018 Ram 1500 SSV 4x4 Crew Cab 5'7" Box	\$40,175.00	\$37,883.00

SELECTED VEHICLE COLORS - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

<u>Code</u>	<u>Description</u>
-	Interior: Diesel Gray/Black
-	Exterior 1: Brilliant Black Crystal Pearlcoat
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
ENGINE			
EZH	ENGINE: 5.7L V8 HEMI MDS VVT (STD)	\$0.00	\$0.00
TRANSMISSION			
DG1	TRANSMISSION: 6-SPEED AUTOMATIC (65RFE) (STD)	\$0.00	\$0.00
CPOS PKG			
25D	QUICK ORDER PACKAGE 25D SSV -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 6-Speed Automatic (65RFE)	\$0.00	\$0.00
AXLE RATIO			
DMD	3.55 REAR AXLE RATIO (STD)	\$0.00	\$0.00
WHEELS			
WFP	WHEELS: 17" X 7" STEEL (STD)	\$0.00	\$0.00
TIRES			
TTM	TIRES: P265/70R17 BSW AS (STD)	\$0.00	\$0.00
PRIMARY PAINT			
PXR	BRILLIANT BLACK CRYSTAL PEARLCOAT	\$0.00	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared By:
Bill Kemery
Elk Grove Auto / Winner Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 429-4700
Fax: (916) 421-0149
Email: blllk@lasherauto.com

2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

COLOR AVAILABILITY

COLOR CHART - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

EXTERIOR	INTERIOR
	Diesel
	Gray/Bla
	ck
Brilliant Black Crystal Pearlcoat	X

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 511.0, Data updated 10/3/2017
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Customer File:

Prepared By:
Bill Kemery
Elk Grove Auto / Winner Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 429-4700
Fax: (916) 421-0149
Email: blilk@lasherauto.com

2018 Fleet/Non-Retail Ram 1500 SSV 4x4 Crew Cab 5'7" Box DS6T98

WARRANTY INFORMATION

WARRANTY INFORMATION - 2018 Fleet/Non-Retail DS6T98 SSV 4x4 Crew Cab 5'7" Box

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

5 Years/Unlimited Miles

Roadside Assistance:

5 Years/60,000 Miles

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 511.0, Data updated 10/3/2017
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Customer File:

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: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Consider approval of **Resolution No. 18-5483**, approving Amendment No. 2 to the Agreement between the City of Susanville and the Honey Lake Valley Recreation Authority for Administrative, Management and Operational Services.

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The Honey Lake Valley Recreation Authority (HLVRA), since December 2013, has utilized the administrative services of the City of Susanville. In April 2017, the HLVRA entered into an agreement for Administrative, Management and Operational services with the City of Susanville which included Appendix "A" reflecting rates at which the City would be reimbursed for each position. On November 27, 2017, HLVRA met to discuss positions and their associated wages and staff brought back Amendment 1 to the existing contract to reflect those changes. The HLVRA Board, at its' January 16, 2018, meeting approved other wage changes, the combination of two positions, and the addition of a Program Instructor position. The City Council also approved those changes at its January 17, 2018 meeting. Staff is requesting approval of Amendment No. 2 to the Agreement between the City of Susanville and the Honey Lake Valley Recreation Authority for Administrative, Management and Operational Services to reflect those changes.

FISCAL IMPACT: Reimbursable costs as reflected in Amendment No. 2 of the Agreement with the HLVRA.

ACTION REQUESTED: Motion to Approve Resolution No. 18-5483, approving Amendment No. 2 to the Agreement between the City of Susanville and the Honey Lake Valley Recreation Authority for Administrative, Management and Operational Services.

ATTACHMENTS: Resolution No. 18-5483
Amendment No. 2

RESOLUTION NUMBER 18-5483
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING AMENDMENT 2 OF THE AGREEMENT BETWEEN THE CITY HONEY
LAKE VALLEY RECREATION AUTHORITY TO PROVIDE MANAGERIAL,
ADMINISTRATIVE AND OPERATIONAL SERVICES

WHEREAS, the City of Susanville began providing management and administrative services to the Honey Lake Valley Recreation Authority in December 2013; and

WHEREAS, the Parties have an existing agreement for Managerial, Administrative and Operational Services per Resolution 17-5458; and

WHEREAS, the Honey Lake Valley Recreation Authority agreed to reimburse the City of Susanville for Administrative, Management and Operational Services and direct costs based on the terms of the Agreement; and

WHEREAS, rates for reimbursement have been amended as per the attached "Amendment 2".

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Susanville that Amendment 2 of the Agreement for the City to provide Administrative, Management and Operational Services to the Honey Lake Valley Recreation Authority is hereby approved.

Dated: February 21, 2018

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 18-5483 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 21st day of February 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

**AMENDMENT NO. 2 TO AGREEMENT WITH CITY OF SUSANVILLE FOR
ADMINISTRATIVE AND OPERATIONAL SERVICES
FOR THE HONEY LAKE VALLEY RECREATION AUTHORITY**

This Amendment No. 2 to the Agreement for Administrative and Operational Services for the Honey Lake Valley Recreation Authority, dated November 1, 2017 ("Agreement"), between the Honey Lake Valley Recreation Authority ("HLVRA") and the City of Susanville ("City") is made and entered into this 21st day of February, 2018.

RECITALS

WHEREAS, under the Agreement, the City provides HLVRA with administrative, managerial and operational services; and

WHEREAS, the Agreement states that the HLVRA shall reimburse the City for personnel and direct costs incurred by the City in providing said services at the hourly rates as included in Appendix "A" to the Agreement; and

WHEREAS, the parties desire to update Appendix A, as the Program Instructor position was added, the Lifeguard and Swim Instructor positions were combined, and the Swim Instructor I and II and Lifeguard I and II positions were deleted; and

WHEREAS, the Assistant Pool Director/Manager hourly rate has been increased by the City as requested by the HLVRA as well as the Lifeguard/Swim Instructor hourly rate.

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

1. Amendment to Appendix A

Both parties hereby agree that, Appendix A of the Agreement shall be replaced with the revised version which is attached hereto as Attachment 1.

2. Remaining Terms Unaffected

Except as expressly provided herein, nothing in this Amendment No. 2 shall be deemed to waive or modify any of the other provisions of the Agreement or prior amendments. In the event of any conflict between this Amendment No. 2 and the Contract, or any previous amendments, the terms of this Amendment No. 2 shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as the date herein set forth.

Approved by HLVRA:

Brian Wilson, HLVRA President

Date: _____

Approved by City:

Kathie Garnier, Mayor

Date: _____

Approved as to Form:

Maggie Stern, HLVRA Legal Counsel

Date: _____

Approved as to Form:

Jessica Ryan, Susanville City Attorney

Date: _____

Appendix AManagement & Administrative Positions

Actual Cost Up to (weighted cost):

City Administrator	\$98.34 per hour
Assistant to the CA	\$59.58 per hour
Project Manager	\$47.74 per hour
City Engineer	\$74.31 per hour
City Planner	\$60.63 per hour
Parks Superintendent	\$42.27 per hour

Operational Positions

	Actual Cost Up to: (weighted cost)	Actual Wage Up to: (regular rate)
Pool Director/Manager	\$ 31.03 per hour	\$22.44 /hr (range 938)
Assistant Pool Manager	\$ 25.33 per hour	\$20.84 /hr (range 935)
Head Swim Instructor	\$ 18.83 per hour	\$15.49 /hr (range 923)
Head Program Instructor	\$ 18.38 per hour	\$15.12 /hr (range 922)
Head Lifeguard	\$ 18.38 per hour	\$15.12 /hr (range 922)
Life Guard/Swim Instructor	\$ 14.00 per hour	\$11.52 /hr (range 911)
Maintenance Worker Parks	\$ 13.66 per hour	

Overtime Rates (Daily/Weekly Overtime Premium)

Pool Director/Manager	\$ 34.39 per hour
Assistant Pool Manager	\$ 31.93 per hour
Head Swim Instructor	\$ 23.74 per hour
Head Program Instructor	\$ 23.17 per hour
Head Lifeguard	\$ 23.17 per hour
Lifeguard/Swim Instructor	\$ 17.22 per hour

Reviewed by: Interim City Administrator
 City Attorney

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

Submitted by: Quincy McCourt, Project Manager

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 18-5445** approving the acceptance of the CalOES Grant and budget amendments to fund its operations and authorizing the Interim City Administrator or designee to execute all related contracts.

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The City of Susanville applied for a CalOES Hazard Mitigation Grant Program in July, 2017. This was intended to be brought to Council in November of 2017, however; due to the California fires, the CalOES office has been very short staffed and was unable to provide for us our contract until February of 2018. The Grant provides the means to complete a Commodities Flow Study and an Area Response Plan that enables our first responders to be better prepared in the event of an emergency.

The requested grant amount for the study, plan, and staff time was in the amount of \$60,000.00. This grant is 100% reimbursable requiring no match form the City of Susanville. On October 2, 2017 the entire \$60,000.00 was awarded to the City of Susanville.

Staff is requesting a motion to:

1. Accept the awarded CalOES Grant
2. Authorize the finance division to increase the fund in the amount of \$60,000.00 to cover the grant costs
3. Authorize the Interim City Administrator/City Administrator or designee to sign any and all related contractual documents and or amendments

FISCAL IMPACT: Reimbursable fund. Authorizing the finance department to increase the budget in the amount of \$60,000 in revenues and expenses.

ACTION REQUESTED: Motion to approve Resolution No. 18-5445 approving the acceptance of the CalOES Grant and budget amendments to fund its operations and authorizing the Interim City Administrator or designee to execute all related contracts.

ATTACHMENTS: Resolution No. 18-5445
 CalOES Grant Contract

RESOLUTION NO. 18-5445
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING THE ACCEPTANCE OF THE CALOES GRANT AND BUDGET
AMENDMENTS TO FUND ITS OPERATIONS AND AUTHORIZING THE INTERIM CITY
ADMINISTRATOR OR DESIGNEE TO EXECUTE ALL RELATED CONTRACTS

WHEREAS, the City of Susanville was successful in receiving a grant from CalOES in the amount of \$60,000.00; and

WHEREAS, as part of that grant it will provide the means to complete a Commodities Flow Study, Area Response Plan and reimburse staff time; and

WHEREAS, a Commodities Flow Study is designed to support risk assessment, emergency response preparedness, resource allocation, and analysis of hazardous commodity flows across jurisdictions; and

WHEREAS, an Area Response Plan provides information for a hazardous response detailing the duties and responsibilities of governmental and other response agencies; and

WHEREAS, there is no matching fund requirement; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville:

1. Approves the awarded CalOES Grant; and
2. Authorizes the finance department to increase the budget in the amount of \$60,000.00 in revenues and expenses; and
3. Authorizes the Interim City Administrator/City Administrator and designee to sign any and all related contractual documents and or amendments; and
4. Approves the acceptance of the CalOES Grant and budget amendments to fund its operations and authorizing the Interim City Administrator or designee to execute all related contracts.

APPROVED: _____
Kathie Garnier, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 18-5445 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 21st day of February, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney



February 1, 2018

Jared G. Hancock
City Administrator
Susanville, City of
66 North Lassen Street
Susanville, CA 96130-3904

Subject: Notification of Application Approval
FY17 Hazardous Materials Emergency Preparedness Grant Program
Grant #578-16, Cal OES #035-77364, Supplement #0

Dear Mr. Hancock:

The California Governor's Office of Emergency Services (Cal OES) has approved your grant application in the amount of **\$60,000.00**. A copy of your approved application is enclosed for your records. The award period for this grant can be found on the enclosed application.

Payments will be requested using a Reimbursement Request Form; a copy will be forwarded to you. Expenditures can only be made for items listed on your approved grant application.

This grant is subject to all policies and provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Quarterly Reports must be prepared and submitted to Cal OES for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit Quarterly Reports could result in grant reduction, termination or suspension.

If you have any questions regarding this letter, please contact the Grants Processing Unit at (916) 845-8110.

Grants Processing Unit

Enclosures

cc: Erika Olsen, HMEP Grant Administrator

(Cal OES Use Only)

Cal OES#	035-77364-00	FIPS#	035-77364	VS #	00	Subaward #	578-16/HMEP 17
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. **Subrecipient:** City of Susanville 1a. DUNS#: 094377157
 2. **Implementing Agency:** City of Susanville 2a. DUNS#: 094377157
 3. **Implementing Agency Address:** 66 N. Lassen St. Susanville 96130-3904
Street City Zip+4
 4. **Location of Project:** Susanville Lassen 96130-3904
City County Zip+4
 5. **Disaster/Program Title:** Hazardous Materials Emergency Preparedness Grant 6. **Performance Period:** 10/16/2017 to 9/16/2018
 7. **Indirect Cost Rate:** N/A; 10% de minimis; Federally Approved ICR _____ %

EO
2017

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
Select	8-Select HMEP		\$ 60,000				\$ 0	\$ 60,000
Select	9. Select						\$ 0	\$ 0
Select	10. Select						\$ 0	\$ 0
Select	11. Select						\$ 0	\$ 0
Select	12. Select						\$ 0	\$ 0
TOTALS		\$ 0	\$ 60,000	\$ 60,000	\$ 0	\$ 0	\$ 0	12. G Total Project Cost: \$ 60,000

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:** Jared G. Hancock 16. **Federal Employer ID Number:** 94-6000439
 Name: Jared G. Hancock Title: City Administrator
 Telephone: (530) 252-5100 FAX: (530) 252-1020 Email: jhancock@cityofsusanville.org
(area code) (area code)
 Payment Mailing Address: 66 N. Lassen St. City: Susanville Zip+4: 96130
 Signature: [Signature] Date: 10/2/17

[FOR Cal OES USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

<u>Mary Rucka</u>	<u>11/25/18</u>	<u>Sara Stillwell</u>	<u>1/28/18</u>
Cal OES Fiscal Officer	Date	Cal OES Director (or designee)	Date

17LA0107

Yr / Chapter: 2017/18 14 PCA No: 14877
 Item: 0690-101-0890 Program: 40
 FAIN: HM-HMP-0578-16 Fed Cat # 20.703
 Federal Award Date: 09/30/2016 to 09/30/2019
 Title: Hazardous Materials Emergency Preparedness
 Fund: Federal Trust
 Match Req: Match met with Training Match
 Project No: 17 HMEP PLANNING Amount \$60,000.00

RECEIVED

OCT - 4 2017

CAL OES FIRE & RESCUE

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
Mark S. Ghilarducci, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 phone • (916) 845-8511 fax

2. Federal Awarding Agency Section:

Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
HazMat Emergency Preparedness (HMEP) / 20.703	US Dept. of Transportation/PHMSA	\$60,000.00	\$0
Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
N/A
- Project Description (Please type the Project Description): HMEP Subgrant Application for the City of Susanville Commodity Flow Study and Area Plan Update.

4. Research & Development Section:

- Is this Subaward a Research & Development grant? Yes No



APPLICATION FORM

for the

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT



Applicant / Project Information

Applicant: City of Susanville Date: 7/28/17

Project Title: Commodities Flow Assessment/Hazardous Material Response Plan Update

Project Start Date: 10/1/2017 Project End Date: 3/1/2018

Project Manager Name: Quincy McCourt

Title: Project Manager

Mailing Address: 66 N. Lassen St. Susanville, CA 96130

Phone #: (530) 252-5110 E-mail Address: qmccourt@cityofsusanville.org

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AUG -3 2017

CAL OES FIRE & RESCUE

Estimated Budget

HMEP Share: \$60,000.00
(Total Project Cost)

Cal OES Use Only	
LEPC Region:	_____
Project #:	_____

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SEP 25 2017

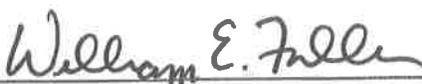
CAL OES FIRE & RESCUE

Certification

I certify that I have read and understand the Cal OES Grant Assurances contained in this HMEP Planning Subgrant Application Package, and that to the best of my knowledge the information contained in this application and supplemental information is correct and complete.

JARED G. HANCOCK  Date: 7/31/17
Print Name / Signature of Authorized Agent

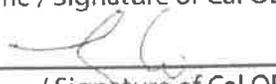
Administrative Approvals

William E. Fuller  Date: 9/18/17
Print Name / Signature of LEPC Region Chair

Print Name / Signature of Cal OES LEPC Support Staff Date

Erika Olsen  Date: 9/13/17
Print Name / Signature of Cal OES HMEP Grant Administrator

Print Name / Signature of Cal OES HMEP Grant Administrator Date

Larry Collins  Date: 9/13/17
Print Name / Signature of Cal OES Hazardous Materials Section Manager

Print Name / Signature of Cal OES Hazardous Materials Section Manager Date



APPLICATION FORM

for the

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT



Applicant / Project Information

Applicant: City of Susanville Date: 7/28/17

Project Title: Commodities Flow Assessment/Hazardous Material Response Plan Update

Project Start Date: 10/1/2017 Project End Date: 3/1/2018

Project Manager Name: Quincy McCourt

Title: Project Manager

Mailing Address: 66 N. Lassen St. Susanville, CA 96130

Phone #: (530) 252-5110 E-mail Address: qmccourt@cityofsusanville.org

RECEIVED

AUG -3 2017

OES FIRE & RESCUE

Estimated Budget

HMEP Share: \$60,000.00
(Total Project Cost)

Cal OES Use Only

LEPC Region: _____

Project #: _____

Certification

I certify that I have read and understand the Cal OES Grant Assurances contained in this HMEP Planning Subgrant Application Package, and that to the best of my knowledge the information contained in this application and supplemental information is correct and complete.

JARED G. HANCOCK [Signature] 7/31/17
Print Name / Signature of Authorized Agent Date

Administrative Approvals

Print Name / Signature of LEPC Region Chair Date

Print Name / Signature of Cal OES LEPC Support Staff Date

[Signature] Ericker Olsen 9/13/17

Print Name / Signature of Cal OES HMEP Grant Administrator Date

[Signature] Larry Collins 9/13/17

Print Name / Signature of Cal OES Hazardous Materials Section Manager Date



DESIGNATION STATEMENT

for the

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT



Applicant: City of Susanville

Project Title: Commodities Flow Assessment/Hazardous Material Response Plan Update

Project Manager: Quincy McCourt Phone #: (530) 252-5110

Title: Project Manager

Email Address: qmccourt@cityofsusanville.org

Financial Officer*: Debi Savage Phone #: (530) 252-5100

Title: Finance Manager

Email Address: dsavage@cityofsusanville.org

*** FINANCIAL OFFICER CANNOT BE THE PROJECT MANAGER OR AUTHORIZED AGENT**

AUTHORIZED AGENT CERTIFICATION

I certify that I have the legal authority to make a commitment to the project on behalf of the applicant and that the Project Manager indicated above has the responsibility for the daily implementation of the proposed project.

I certify that I am duly authorized to act on behalf of the Applicant, and the Applicant agrees with the requirements of the Assurances Certification, Terms and Conditions, Regulations, and Guidance associated with the HMEP Grant Program.

I certify that the Financial Manager indicated above has the responsibility for the fiscal management of the grant and has the legal authority to certify all financial status reports, invoices, and requests for payments that will be submitted.

I certify that the information in the attached application is correct and complete to the best of my knowledge. By submitting this application, I am making a commitment to the proposed project, budget, and scope of work.

Jared Hancock City Administrator
Printed Name Title

(530) 252-5100 jhancock@cityofsusanville.org
Phone # FAX # Email Address

66 North Lassen Street
Mailing Address

Susanville California 96130
City State Zip Code

[Signature] 7/31/17
Signature Date

Applicant/Local Government: City of Susanville

Project Title: Commodities Flow Assessment/Hazardous Material Response Plan Update

Project Narrative

The City of Susanville is situated in Northeastern California, and serves as the governmental center for Lassen County. While the population is small, the County is about the size of the state of Connecticut with four state highways that intersect through the region and several railroads, which have been identified as the highest vulnerabilities for hazardous materials to potentially be released into the environment.

If a hazardous materials incident occurred, any lack of information will create a dangerous situation for the public if not handled safely and efficiently. If people sustained injuries, transportation to the nearest hospital can take up to one hour by ground or 30 minutes by helicopter delaying critical care and the multiple watersheds in the area will be at extreme risk of being contaminated resulting in undrinkable water.

Due to the increase of hazardous commodity transportation by rail and the lack of a response team in Northeastern California, the Susanville Fire Department will be acquiring a Type II Haz Mat emergency response vehicle and is now the lead agency for a regional response team, which has begun training courses offered in Susanville.

It is imperative the response team have the most accurate and complete information when continuing training and developing response plans. Lassen County is in need of updating its Local Area Response Plan, as it is operating with a document dating back to 2011. In addition, the City of Susanville also considers conducting a commodities study to be essential as there is no reliable information about products traveling through the region and this project will remedy these shortcomings.

Project work will include:

- Conduct a survey of commercial freight haulers in cooperation with the Susanville, Chester and Alturas Offices of the California Highway Patrol.
- Efforts will be made to accompany CHP for inspections conducted at roadside locations to identify commodities not routinely transported on the major routes.
- Significant findings will include an update to the Area Plan
- Training plans will be updated to address any study findings
- Emergency response agencies will be briefed on study findings.



BUDGET SHEET

for the

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT



Applicant: City of Susanville

Project Title: Commodities Flow Assessment/Hazardous Material Response Plan Update

CATEGORIES	HMEP SHARE
a. Personnel	\$4,085.73
b. Fringe Benefits	\$2,862.57
c. Travel	\$0.0
d. Equipment	\$0.0
e. Supplies	\$0.0
f. Contractual	\$53,051.70
g. Construction	
h. Other	\$0.0
i. Direct Charges <i>(Sum of a - h)</i>	\$6,948.30
j. Indirect Charges	\$0.0
k. TOTAL <i>(Sum of i - j)</i>	\$60,000.00

Applicant: City of Susanville

Project Title: Commodities Flow Assessment/Hazardous Material Response Plan Update

Budget Narrative

Personnel

Project Manager - \$27.7934

Assistant to the City Administrator - \$32.1744

City Administrator - \$54.0519

Administrative Staff Assistant - \$15.2580

Project oversight, RFP review committee, plan development review, stakeholder coordination, stakeholder input review, progress tracking, consultant coordination, fiscal responsibilities and accounting.

Personnel - Hourly

	Hours	Hourly	Hourly Cost
Project Manager	105	\$27.7934	\$2,918.3070
Assistant to the City Administrator	10	\$32.1744	\$ 321.7440
City Administrator	10	\$54.0519	\$ 540.5190
Administrative Assistant	20	\$15.2580	\$ 305.1600
			\$ 4,085.73

Fringe Benefit

Project Manager - \$18.5866

Assistant to the City Administrator - \$24.0156

City Administrator - \$39.3381

Administrative Staff Assistant - \$13.8720

Personnel - Fringe Hourly

	Hours	Hourly	Hourly Cost
Project Manager	105	\$18.5866	\$1,951.5930
Assistant to the City Administrator	10	\$24.0156	\$ 240.1560
City Administrator	10	\$39.3381	\$ 393.3810
Administrative Assistant	20	\$13.8720	\$ 277.4400
			\$ 2,862.57

**The hourly rate for the fringe benefits was calculated using the following formula:
Benefited Hourly Rate (x) - Straight Hourly Rate (y) = Fringe Hourly Rate (y)

Travel

No anticipated travel expenses for the City of Susanville.

Equipment

No anticipated equipment expenses for the City of Susanville.

Supplies

No anticipated supply expenses for the City of Susanville.

Contractual

Two scopes of this project will require consultants. For each, an RFP will be generated for the consultant solicitation process. In an effort to better prepare for the budget sheet, the City of Susanville reached out to consultants and reviewed similar past projects.

Being that the City of Susanville is difficult to access during inclement weather and that there are four highways and a railroad we relied more on the consultant outreach for budgetary numbers more than past projects.

Commodities Flow Analysis:

Estimated between 160 and 200 hours. - Budget number \$36,000.00

Area Plan:

This estimate was based on location and county population along with consultant insight.

Budget number \$17,051.70

Total

The total requested for this project is \$60,000.00.



California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section
GRANT ASSURANCES - (NON-CONSTRUCTION PROGRAMS)
for the
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT



Applicant: City of Susanville

Project Title: Commodities Flow Study/Hazardous Material Response Plan Update

Note: Certain of these assurances may not be applicable to your project. If you have questions, please contact the Cal OES HMEP Grant Administrator.

As the duly authorized representative of the Applicant, I certify that the Applicant named above:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability;
 - d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - i. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
 - j. the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance

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GRANT ASSURANCES - (NON-CONSTRUCTION PROGRAMS)

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and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or

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subawards under the award.

20. Will provide to the Cal OES HMEP Grant Administrator, upon acceptance of a subaward in the amount equal to or over \$25,000, the executive compensation information as required by the Federal Funding Accountability and Transparency Act1 ("Transparency Act" or "FFATA") and subsequent OMB guidance, which requires that information on the first-tier subawards related to Federal contracts and grants and the executive compensation of awardees must be made publicly available.

The applicant must provide the names and total compensation of the five most highly compensated officers of their organization if:

- a. the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards and
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - c. if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
21. Agrees that, as required by Section 1352, title 31 of the U.S. Code, and implemented by the U.S. Department of Transportation (US DOT) at 49 CFR 20, New Restrictions on Lobbying:
- a. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in appendix A, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
 - c. Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form, set forth in appendix B, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
 - d. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, set forth in appendix A, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
 - e. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form, set forth in appendix B, if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
 - f. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.
22. Will comply with subpart C of the OMB guidance in 2 CFR 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement) as supplemented by the US DOT in 2 CFR 1200, Non-Procurement

Initials: GH



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Suspension and Debarment, and certifies that it and its principles:

- a. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension;"
 - b. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions, as defined at 2 CFR 180.220 and supplemented at 2 CFR 1200.220, by any Federal department or agency;
 - c. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for of any of the offenses listed in 2 CFR 180.800(a);
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR 180.800(a); or
 - e. Have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default; and
 - f. Will pass the requirement to comply with subpart C of the OMB guidance in 2 CFR 180, as supplemented by the US DOT in 2 CFR 1200, to each person with whom the applicant enters into a covered transaction at the next lower tier; and
 - g. Will attach an explanation to this application if the applicant is unable to certify to any of the statements in this certification.
23. Will comply with the Drug-Free Workplace Act of 1988, and implemented by the US DOT at 49 CFR 32, Government Requirements for Drug-Free Workplace (Financial Assistance), which requires, in part, that the applicant:
- a. Must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of 49 CFR 32. Briefly, those measures are to—
 - i. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§ 32.205 through 32.220); and
 - ii. Take actions concerning employees who are convicted of violating drug statutes in the workplace (see § 32.225).
 - b. Must identify all known workplaces under your Federal awards (see § 32.230).
 - c. Must apply the requirements of Subpart C to recipients who are individuals.

As defined in 49 CFR 32.635, Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

24. Part I

Agrees that as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all 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 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, and hereby gives assurance that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

Initials: JGH



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More specifically and without limiting the above general assurance, the Applicant hereby gives the following specific assurance with respect to the project:

- a. That the Applicant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- b. That the Applicant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:
The Applicant, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and 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 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
- c. That the Applicant shall insert the clauses of item 23.g. of this assurance in every contract subject to the Act and the Regulations.
- d. That this assurance obligates the Applicant for the period during which Federal financial assistance is extended to the project.
- e. The Applicant shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- f. The Applicant agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

Full compliance with the provisions in the United States Department of Transportation (US DOT) Standard Title VI/ Non-Discrimination Assurances contained in DOT Order No. 1050.2A is required. The full document is included by reference and located at <http://www.caloes.ca.gov/FireRescueSite/Pages/HazMat-Emergency-Preparedness-Grant.aspx>

Part II

- g. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - i. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - ii. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - iii. Solicitation for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under

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- this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- iv. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of California or the Pipeline and Hazardous Materials Safety Administration (PHMSA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State of California or the Pipeline and Hazardous Materials Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - v. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the State of California shall impose contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the contractor under the contract until the contractor complies; and/or
 2. Cancellation, termination, or suspension of the contract, in whole or in part.
 - vi. Incorporation of Provisions: The contractor shall include the provisions of paragraph 23. Subsections (g)(i) through (g)(vi) of this assurance are in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as the State of California or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the State of California to enter into such litigation to protect the interests of the State of California, and, in addition the contractor may request the United States to enter into such litigation to protect the interest of the United States.

This item includes compliance with requirements outlined in the provisions of the United States Department of Transportation (US DOT) Standard Title VI/Non-Discrimination Assurances contained in the DOT Order No. 1050.2A, included by reference and located at <http://www.caloes.ca.gov/FireRescueSite/Pages/HazMat-Emergency-Preparedness-Grant.aspx>

25. Will comply with all provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
26. For procurement activities, will comply with 2 CFR 200.317, Procurement Standards, which states that all non-Federal entities, including subrecipients of a state, will follow Parts 200.318 General procurement standards through 200.326 Contract provisions, and which are as follows:
 - .318 General procurement standards.
 - .319 Competition.
 - .320 Methods of procurement to be followed.
 - .321 Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
 - .322 Procurement of recovered materials.
 - .323 Contract cost and price.
 - .324 Federal awarding agency or pass-through entity review.

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California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section
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.325 Bonding requirements.

.326 Contract Provisions – refers to Appendix II of Part 200

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a con-

Initials: JGH



California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section
GRANT ASSURANCES - (NON-CONSTRUCTION PROGRAMS)
 for the
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT



tract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

27. Will assure that grant funds are used for allowable, fair, and reasonable costs only, as detailed in 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87), 2 CFR 220, Cost Principles for Educational Institutions (OMB Circular A-21), or 2 CFR 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), as applicable.
28. Will comply with all provisions of 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations, as applicable.
29. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19 Sections 2445, 2446, 2447, and 2448.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature:  Date: 7/31/17
(Authorized Agent)

Print Name: JARED G. HANCOCK

Title: CITY ADMINISTRATOR.

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: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Consider **Resolution No. 18-5460**, authorizing Agreement with Bench Craft Company and authorizing the City Administrator to sign the Agreement.

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The Council was previously presented this item in December 2017 and more information was requested. A former Golf Course Manager for the Diamond Mountain Golf Course entered into two agreements with Bench Craft to supply 18 benches and 18 tee signs for the course. Bench Craft would then place advertisements on those items and charge advertising fees for those who would like to advertise their businesses at the course. The City receives the items at no charge; however, no money is made on the advertisements. After the initial contract, a third contract was added to supply a display sign/course layout board which was then amended to also include 18 ball washers and free scorecards. All three agreements are set to expire during the course of 2018.

Bench Craft is now wanting to enter into a single lease with the City for the items currently at the course (18 benches, 18 ball washers, 18 tee signs, 1 rules and regulations sign, 1 display board and the scorecards). Bench Craft Company continues to sell sponsors' messages to be placed on the provided custom designed tee signs, as well as supplying benches, golf ball washers, display boards and scorecards with the understanding that they will be placed at the tees and other locations at the Diamond Mountain Golf Course. There is still no charge to the City for this service or the supplies given and, in the event golf course employees change out the sponsor signage, the labor cost incurred is reimbursable through the program.

All items mentioned are the property of Bench Craft. They provide maintenance to the items and replace them once worn and the City is only required to supply a golf cart to access the course during maintenance. In the event that an agreement is not signed, Bench Craft will recover their items and the items will have to be replaced by the City.

FISCAL IMPACT: Cost savings on supplies given.

ACTION

REQUESTED: Motion to Approve Resolution No. 18-5460, approving Agreement with Bench Craft Company and authorizing the City Administrator to sign the Agreement.

ATTACHMENTS: Resolution No. 18-5460
 Bench Craft Company Agreement

RESOLUTION NUMBER 18-5460
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BENCH CRAFT
COMPANY AND AUTHORIZING CITY ADMINISTRATOR TO SIGN AGREEMENT

WHEREAS, the Diamond Mountain Golf Course has been supplied with various supplies under existing agreements with Bench Craft and another individual; and

WHEREAS, the previous agreements were executed in 2007 with the golf course manager at that time and are expiring in 2018; and

WHEREAS, the City of Susanville desires to enter into a contract with Bench Craft Company to continue with the use of the items provided for a period of 5 years; and

WHEREAS, there is no cost associated with the agreement; and

WHEREAS, the City Council authorizes the City Administrator to sign the Agreement as attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville authorizes the execution of the agreement with Bench Craft Company and authorizes the City Administrator to sign the agreement.

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 21st day of February, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney



A Division of Transportation Media, Inc. • BenchCraftCompany.com • P.O. Box 6343 Portland, OR 97228
(800) 824 8311 • f (503) 221 9737 • ATTENTION: ROBERT SIMICH

OFFER TO SUPPLY FREE TEE SIGNS/BENCHES/BALL WASHERS/DISP BOARD/SCORECARDS

This agreement is made between Bench Craft Company and the undersigned golf course for a period of five (5) years commencing upon delivery of product(s). Bench Craft Company is engaged in the business of selling sponsor's messages to be placed on custom designed TEE SIGNS, BENCHES, GOLF BALL WASHERS, DISPLAY BOARD AND SCORECARDS with the understanding that they will be placed at the tees and other locations at the golf course (list additional locations below) and are to be used exclusively by the golf course. Each product will display information specific to the golf course. All information needed to complete the product(s) is to be provided by the golf course to Bench Craft Company within 30 days from the date of this agreement.

As sole consideration of the promises herein made by the golf course, Bench Craft Company agrees to furnish custom designed product(s) at NO COST WHATSOEVER TO THE GOLF COURSE, per style _____ which shall contain sponsor's messages of reasonable amounts to satisfy the needs of Bench Craft Company. This service is provided to the golf course on the basis that the sponsors are commercially available. During the term of this agreement, Bench Craft Company, in it's sole discretion, may replace existing sponsors messages with others containing different sponsor's messages on an annual basis. Bench Craft Company may replace style of product(s) with golf course approval.

Bench Craft Company does routinely screen sponsors and will not sell or place any sponsor that is questionable on moral or ethical grounds. By stating objections to types of businesses or specific businesses herein, the golf course is exercising their right of approval.

ONE PARTICULAR AREA OF CONCERN IS: GOLF RELATED BUSINESSES: _____ (CHECK ONE) OK NOT OK
ANOTHER AREA OF CONCERN IS: BEER DISTRIBUTION: _____ (CHECK ONE) OK NOT OK
ALL OTHER TYPES OF BUSINESSES/SPECIFIC BUSINESSES NOT ACCEPTABLE: _____

All parties to this agreement will act in good faith towards the others. Any effort made by the golf course or golf course personnel to negatively affect the ability of Bench Craft Company to install and maintain product(s) or to make sales to sponsors shall be construed as a breach of contract giving rise to consequential damages. The golf course agrees to use the most recent supply of product(s) on hand.

The golf course also agrees to perform occasional maintenance, including draining ball washers during freezing temperatures if applicable, and to install sponsor panels (if this is done at the request of Bench Craft Company, the golf course will be compensated for their time). The golf course agrees to provide Bench Craft Company and/or it's agents with vehicle access to golf course for posting of and/or maintenance of products.

THE SIGNATORY OF THIS AGREEMENT IS A REPRESENTATIVE OF THE OWNER OF THE GOLF COURSE LESSEE OF THE GOLF COURSE
IF LESSEE, THE REMAINING TERM OF THE LEASE IS: _____ LESSOR AND LEGAL OWNER OF THE COURSE IS: - City of Susanville
OTHER CONDITIONS:

The initial term of this agreement is for five (5) years. Unless written notice of termination is given by either party more than one (1) year prior to expiration of any term, this agreement shall again automatically renew for an additional five (5) year periods. In the event suit or action is instituted to enforce this agreement or any of it's provisions, the prevailing party shall be entitled to recover reasonable attorney fees and costs in all courts at trial and appeal. County of Multnomah, State of Oregon shall have jurisdiction.

This agreement is complete in itself. It contains all of the terms of the agreement and neither party will rely on any verbal representations, either expressed or implied, not contained or expressed herein. This agreement shall not be modified except by written agreement signed by Bench Craft Company and the undersigned golf course. All products, intellectual property and artwork created under this agreement shall remain the sole property of Bench Craft Company. Should notice of termination be given by either party the golf course agrees to cooperate fully in the return of all products and artwork created. This agreement shall be binding upon the heirs, successors and assigns of both parties and as such will be included in any bill of sale.

The golf course shall require up to _____ all at no cost with advertisement spaces.

BY _____ Bench Craft Company	GC DIAMOND MOUNTAIN GOLF COURSE
DESIRED LOCATIONS _____	AUTHORIZED SIGNATURE X _____
SPECIAL INSTRUCTIONS _____	PRINT NAME _____
# OF HOLES 18 _____	TITLE _____
ANNUAL ROUNDS 30,000 _____	MAILING ADDRESS 470-835 CIRCLE DR _____
TOTAL YARDAGE 6,417 _____	CITY SUSANVILLE STATE CA ZIP 96130 _____
GOLF COURSE PHONE 530.257.2520 _____	SHIPPING ADDRESS _____
DATED THIS _____ DAY OF _____, 2017	CONTACT _____ FOR SPONSOR QUESTIONS

PLEASE ATTACH CURRENT SCORECARD WITH SIGNED AGREEMENT

RESOLUTION NUMBER 18-5482
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE AGREEMENT
AUTHORIZING TRANSFER OF EXPIRING FAA ENTITLEMENT FUNDING TO
THE PALO ALTO AIRPORT

WHEREAS, subject to the Federal Budget and Regional Allocations, the City receives annual FAA Entitlement Funding in the amount of \$150,000 to complete projects on the Airport Capital Improvement Plan; and

WHEREAS, the City has funding in the amount of \$1,649.00 set to expire as of May 1, 2018; and

WHEREAS, the FAA favors the transferring of funds to neighboring airports to keep funding within the region; and

WHEREAS, staff has worked with the FAA to transfer said funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville hereby grants authorization to the Interim City Administrator to execute the agreement authorizing transfer of expiring FAA entitlement funding to The Palo Alto Airport.

February 21, 2018

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 21st day of February, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Susanville

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Palo Alto Airport ()

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
	2015	\$1,649
Total		\$1,649

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: ()

Name of Receiving Airport's Sponsor: Palo Alto Airport

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 5/1/2018 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

Certification of Transferring Sponsor

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

Executed on this 21 day of February, 2018

Name of Sponsor: City of Susanville

Name of Sponsor's Authorized Official: Dan Newton

Title of Sponsor's Authorized Official: Interim City Administrator

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State),

this _____ day of _____,

Signature of Sponsor's Attorney: _____

Reviewed by: Interim City Administrator
 City Attorney

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

Submitted by: James M. Moore, Fire Chief

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Volunteer Shift Coverage

PRESENTED BY: James M. Moore, Fire Chief

SUMMARY: Volunteers from the fire department have assisted with shift coverage on occasion, this increases the daily staffing levels available for emergencies and special projects during these times. Compensation for coverage is beneficial to the volunteer and the City.

The Volunteer shift coverage program has been in place and accounted for in the fire department budget for nearly 20 years with no changes. The current policy allows a volunteer member to be compensated \$25.00 for a 24 hour shift. We are proposing a change in policy that compensates the member within a 3 tier program, \$25.00, \$50.00, and \$75.00 per 24 hour shift to be compensated depending on qualification/proficiency level, and rank held within the department.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to approve Volunteer Shift Coverage reimbursement.

ATTACHMENTS: Susanville Fire Department, Volunteer Shift Coverage Policy Sec. 331.8

Susanville Fire Department

Policy Manual

Volunteer Program

331.7 PROPERTY AND EQUIPMENT

Volunteers will be issued an identification card that must be worn and visible at all times while on-duty. Any fixed and portable equipment issued by the Department shall be for official and authorized use only. Any property or equipment issued to a volunteer shall remain the property of the Department and shall be returned at the termination of service.

331.8 SHIFT COVERAGE

The compensation to the participating volunteer on the shift is outlined below per 24 hour shift covered. The following further define the Volunteer Shift Coverage program.

- I. The shift coverage will be applied on a first come-first served basis. These members will be subject to the approval of the duty staff as to necessity and ability of the member requesting to cover the shift.
- II. Compensation, as outlined below, will be awarded to one person per shift unless the fire or emergency situation dictates a need for additional staffing. This determination shall be made by the Duty Chief.
- III. It is our desire to provide, as well as train competent and qualified members with on the job experience, therefore the following minimum qualifications are required for members to assist the department with operations. Compensation will be awarded to those persons possessing the following.
 1. Any volunteer Firefighter as approved by shift supervisor(probationary member pre-approved by Duty Chief)-\$25
 2. Any volunteer Firefighter with current EMT or EMR certification, and Susanville Fire Department Operator Cert. -\$50
 3. Any volunteer Captain or Lieutenant-\$75

Reviewed by: Interim City Administrator
 City Attorney

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

Submitted by: Quincy McCourt, Project Manager

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: Consider request to install a metal bench near Roop's Fort in honor of Zella Mae Miles

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: A group of local volunteers and friends of Zellamae Miles would like to donate a bench in honor of her life. She is the great granddaughter of Issac Roop. The bench will be secured in concrete. All costs of materials and labor will be covered by the local group. The final location will be coordinated with the Susanville Park's Superintendent. The desired home of the bench is in close proximity to Roop's Fort. Staff is requesting approval to grant permission to and work with the group of volunteers to facilitate any scheduling involved with the success of this project.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to approve the installation of a metal bench near Roop's Fort in honor of Zellamae Miles

ATTACHMENTS: Letter
Location images

February 8, 2018

To: Quincy McCourt

A group of local women who knew Zellamae Miles thru organizations and also on a personal level would like to honor her by having a metal bench created and placed by Roop's Fort in memory of her selfless giving to Susanville and Lassen County. As the great granddaughter of Issac Roop we felt the fort would be a perfect place to honor her. Our group will pay for the bench and the cement that will be needed to secure it.

If you have any questions please feel free to contact me.

Sincerely,



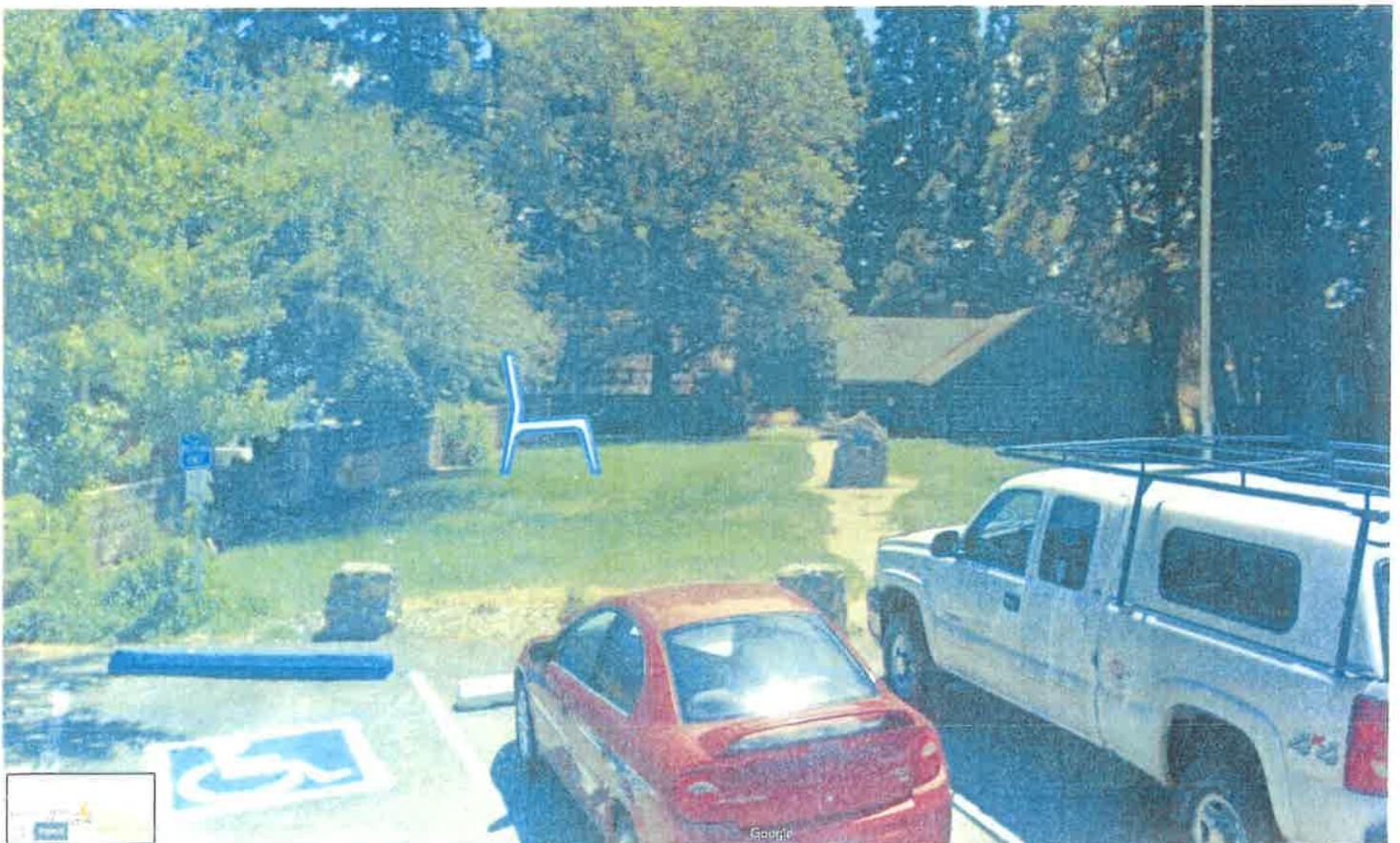
Lynda Alberico

(530)249-2774

CITY OF SUSANVILLE
RECEIVED
FEB 09 2018
BUILDING & PLANNING



Zellamae Bench Proposed Location



Zellamae Bench Proposed Location

Reviewed by: *DN* Interim City Administrator
 City Attorney

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

Submitted By: Dan Newton, Interim City Administrator

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: **Ordinance Number 18-1013** an ordinance of the Council of the City of Susanville imposing a transaction and use tax to be administered by the California Department of Tax and Fee Administration

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The City of Susanville has been in negotiations with the County of Lassen to develop a mutually beneficial sales tax sharing agreement. While City and County staff have been working diligently and negotiations are progressing, there have not been any final documents produced or agreed upon substantially at the time of agenda preparation.

On January 17, 2018, Council directed staff to prepare a separate ballot measure as a contingency in the event that the County and City were unsuccessful in their efforts to proceed jointly. Both the City Council and the Board of Supervisors have provided direction to their respective staffs to continue to work toward a tax sharing agreement. At this time, the City must proceed with an ordinance if the City Council desires to have the option of placing a City transactional and use tax ballot measure on the June 5, 2018 election. Ordinance adoption is a two step, two meeting process. The first step is to introduce the ordinance and the action that is proposed at this meeting. The second step is to adopt the ordinance, which is the action that can be taken at the March 7, 2018 City Council meeting.

It remains the intention of the City and County to proceed together on this item and it is highly likely that the City and County will enter into a tax sharing agreement prior to or at the March 7, 2018 meeting, which is the next regularly scheduled City Council meeting. When this occurs, the City will not need to adopt Ordinance Number 18-1013.

DISCUSSION: Over the past two to three years and more recently within the past several weeks there have been multiple public discussions regarding the need and purpose of a sales tax increase. These discussions have taken place at City Council budget workshops, and other regular and special meetings of the City Council. General

fund sales tax revenues have trended upward in the past two years; however, the moderate increases are not enough to address projected expenses, nor will the moderate increases allow for additional services to be provided to the community.

Several citizens have expressed the need for additional public safety personnel, particularly law enforcement. With over 65% of the City's general fund already spent on public safety, the City will continue to dedicate a significant portion of its general fund revenue to public safety. Additional revenue into the City's general fund will provide the City Council with an opportunity to maintain existing levels of service within the community and also an opportunity to fund additional public safety programs and positions.

Susanville strives to be efficient and effective in providing services to the community. The City seeks to identify and obtain additional funding sources to maintain infrastructure, provide services and ensure that the City is doing its part to meet the public safety needs of the community. There is a growing concern that general fund revenues continue to lag while the cost of providing services are forecasted to increase.

As the City has looked at options to secure additional revenues, pursuing an increase to the Transaction and Use Tax sometimes referred to as a sales tax or a district tax, appears to have merit. It would allow the City to benefit from the many visitors that stop and shop as they are passing through the community and all of the funds generated would remain local and can be used for general services.

While many citizens oppose tax measures there has been considerable support in recent years for Transaction and Use Tax increases as the voters know that the revenue must be spent in their local communities on the services that they use and are not diverted to other parts of the state. In the last year, over 80% of the general tax measures of 0.5% or less have passed in California. When you take into account that many of these measures were in addition to existing sales tax measures already approved, it demonstrates strong support for this type of proposal.

FISCAL IMPACT: Estimated annual revenue of \$915,000. The estimated revenue from the proposed ordinance is consistent with what has been proposed in recent weeks and would result in a 0.5 % increase in sales tax in the form of a district transaction and use tax.

ACTION REQUESTED: Waive first reading and introduce Ordinance Number 18-1013, an ordinance of the City Council of the City of Susanville imposing a transaction and use tax to be administered by the California Department of Tax and Fee Administration.

ATTACHMENTS: Ordinance Number 18-1013.

ORDINANCE NO. 18-1013

AN ORDINANCE OF THE CITY OF SUSANVILLE
IMPOSING A TRANSACTIONS AND USE TAX TO BE
ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SUSANVILLE:

Title 3 of the Susanville Municipal Code is hereby amended to add a new Chapter to be numbered, entitled and to read as follows:

CHAPTER 3.40
TRANSACTIONS AND USE TAX

3.40.010 TITLE. This ordinance shall be known as the CITY OF SUSANVILLE Transactions and Use Tax Ordinance. The CITY OF SUSANVILLE hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.40.020 OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.40.030 PURPOSE. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.40.040 CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the

administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.40.050 TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.5% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.40.060 PLACE OF SALE. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.40.070 USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 0.5% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.40.080 ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.40.090 LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt

from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.40.100 PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.40.110 EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.40.120 AMENDMENTS. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.40.130 ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.40.140 SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.40.150 EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Susanville,
State of California, on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kathie Garnier, Mayor

Attest: _____
Gwenna MacDonald, City Clerk

Approved as to form: _____
Jessica Ryan, City Attorney

Reviewed by: R Interim City Administrator
 City Attorney

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

Submitted By: Gwenna MacDonald, City Clerk

Action Date: February 21, 2018

CITY COUNCIL AGENDA ITEM

SUBJECT: March 2018 City Council Meeting Schedule

PRESENTED BY: Dan Newton, Interim City Administrator

SUMMARY: The City Council has scheduled three special meetings in March to conduct appeal hearings. The meetings will be held from 9:00 a.m. to 12:00 p.m. and 3:00 to 6:00 p.m. on March 19, 20, and 21, 2018. The City Council's regular meeting is scheduled for March 21, beginning with closed session at 6:00 p.m. Due to the potential duration of the special meeting of March 21st, staff is seeking to discuss options and consider alternatives for the regular meeting of March 21st.

FISCAL IMPACT: None.

ACTION REQUESTED: Direction to staff.

ATTACHMENTS: None.