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

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

Susanville City Council
Regular Meeting ♦ City Council Chambers
September 4, 2019 – 6:00 p.m.

Call meeting to order

Roll call of Councilmembers present

Next Resolution No. 19-5693

Next Ordinance No. 19-1018

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

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

- 3 **CLOSED SESSION:**
 - A CONFERENCE WITH LEGAL COUNSEL – significant exposure to litigation - pursuant to Government Code Section §54956.9(b): one
 - B PUBLIC EMPLOYMENT – Pursuant to Government Code Section §54957
 - 1 City Administrator Performance Evaluation

- 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: James Moore, Fire Chief*
 - *Proclamations, awards or presentations by the City Council:*
 - Employee Service Recognition***
 - Susanville Police Department Service Recognition***

- 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:**
 - A Approve minutes from the City Council’s July 23 and 31, 2019 meetings
 - B Approve the appointment of Alan Dowdy and Dan Foster to the Susanville Planning Commission

7 **PUBLIC HEARINGS:** No business.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

- A Consider approval of vendor warrants numbered 204715 through 204809 for a total of \$578,963.53 including \$292,908.08 in payroll warrants
- B Consider approval of **Resolution No. 19-5691** terminating existing Airport Hangar #24 land lease agreement and executing Airport Hangar #24 land lease agreement with James Hoepfner
- C Consider approval of **Resolution No. 19-5692** authorizing Capital improvements and vehicle purchase at the Susanville Fire Department

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

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

12 **CONTINUING BUSINESS:**

- A Consider **Ordinance No. 19-1018** imposing a Special Transactions and Use Tax of 1 percent to be used for Public Safety Services; Waive the first reading and introduce

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

14 **COUNCIL ITEMS:**

- A AB1234 travel reports:

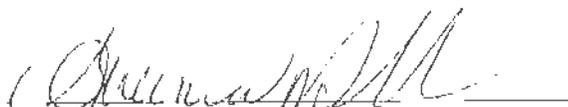
15 **ADJOURNMENT:**

- * *The next regular meeting of the Susanville City Council will be held on September 18, 2019 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 September 4, 2019 in the areas designated on August 30, 2019.


Gwenna MacDonald, City Clerk

Reviewed by:  City Administrator

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

Submitted By: Gwenna MacDonald, City Clerk

Action Date: September 4, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's July 23 and 31, 2019 meetings.

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's July 23 and 31, 2019 meetings.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's July 23 and 31, 2019 meetings.

ATTACHMENTS: Minutes: July 23, 2019
July 31, 2019

SUSANVILLE CITY COUNCIL
Special Meeting Minutes
July 23, 2019 – 5:00 p.m.

Meeting called to order at 3:00 p.m. by Mayor Stafford.

Roll Call: Joe Franco, Brian Moore, and Mayor Kevin Stafford. Absent: Brian Wilson & Mendy Schuster

Staff Present: Mike Wilson, City Administrator; Deborah Savage, Finance Manager; Dan Newton, Public Works Director; Kevin Jones, Police Chief; James Moore, Fire Chief; Quincy McCourt, Project Manager and Heidi Whitlock, Deputy City Clerk.

1 APPROVAL OF THE AGENDA

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

2 PUBLIC COMMENT No comment.

3 SCHEDULED MATTERS:

3A Consider Main Street Pavement Striping Alternative for Uptown Susanville; Discussion of Bulb-out issues and concerns

Mr. Newton stated that a draft plan was brought forward that would address some of the near misses we have had with vehicles moving over to the right lane to head out of town. This draft includes reducing the four-lane configuration to a two-lane configuration with a turning lane. He continued that CalTrans would not move forward with the plan unless there is community and Council support. Mr. Newton continued that the other item up for discussion is the bulb outs that are primarily in the uptown area.

Mr. Newton stated that Derek Willis, Deputy District Director for CalTrans was here to discuss the striping of Main Street and the bulb outs as well as any concerns that the community may have.

Mr. Willis stated that the proposed striping plan has been discussed since 2015 to address safety in the uptown area. He stated that the amount of traffic is pretty high and it currently has to merge to one lane but he wanted to discuss the pros and cons of the project. The proposed plan would have traffic merging around Weatherlow and that could be considered a con. Pros however, would include slowing down traffic and pedestrian safety as they would only have two lanes to cross instead of four, with no hidden cars. He added that the elimination of the 2 lanes would also result in 13 extra feet in the roadway that could be used as a buffer or for a bike lane.

Numerous members of the public asked questions regarding traffic congestion, snow removal, emergency response concerns, loss of parking spaces, crosswalk safety, emergency fire escape routes and congestion, uptown businesses, slower traffic speeds and enforcement.

Responses were provided stating that the road would still be the same width, only striping would change which, would still allow for fire escape and emergency response times. Parking spaces should not have been affected in any way by restriping however, the bulb outs may have effected spaces.

At least nine community members showed full support for the proposed plan and five wanted to keep it the way it is. At least three community members can see the benefits of both leaving it alone and making the proposed changes.

Mr. Wilson reminded Council that the Planning Commission meeting was scheduled to start at 6:30 p.m. and it was that time.

Mayor Stafford asked Mr. Willis when a decision had to be made.

Mr. Willis responded that he will need to know by the first part of August.

Mayor Stafford requested the item be continued until the August 7, 2019 Council meeting.

3B Consider Resolution No. 19-5680 approving amended HOME and CDBG Program Guidelines

Item 3B was tabled until the next regular meeting, as another previously scheduled meeting was about to start in the City Council chambers.

5 ADJOURNMENT: Motion by Mayor pro tem Franco, second by Councilmember Moore, to adjourn the meeting; motion carried unanimously. Ayes: Moore, Franco, and Stafford. Absent: Wilson and Schuster.

The meeting adjourned at 6:34 p.m.

Respectfully submitted by

Kevin Stafford, Mayor

Heidi Whitlock, Deputy City Clerk

SUSANVILLE CITY COUNCIL
Special Meeting Minutes
July 31, 2019 – 3:00 p.m.

Meeting called to order at 3:00 p.m. by Mayor Stafford.

Roll Call: Joe Franco, Brian Moore, Mendy Schuster, and Mayor Kevin Stafford. Absent: Brian Wilson.

Staff Present: Mike Wilson, City Administrator; Deborah Savage, Finance Manager; Dan Gibbs, City Engineer; Kevin Jones, Police Chief; James Moore, Fire Chief; Quincy McCourt, Project Manager and Heidi Whitlock, Deputy City Clerk.

1 APPROVAL OF THE AGENDA

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

2 PUBLIC COMMENT No comment.

3 SCHEDULED MATTERS:

3A Consider Resolution No. 19-5684, approving contract with Impact Construction for the Riverside Park Project Mr. McCourt stated that we had a bid opening for the Riverside Park Project. We received only one bid and we are looking to approve the contract with Impact Construction.

Councilmember Schuster inquired about the staff report stating that the City Administrator or a designee could sign the contract changes.

Mr. McCourt responded that, we are very limited by time and budget and the idea was to have staff be able to sign so the process would not be held up in any way. He further explained that, if changes occurred, it would still not be able to exceed the amount of grant funding we have available.

Mayor pro tem Franco inquired about the money received for the grant versus the PI on hand and how we came up with \$708,000.

Mr. McCourt responded that the City received funding through the grant in the amount of \$450,000. In addition to that, the City has program income on hand. Program income comes from when the City had other grant opportunity programs, the money was expended and paid back. He explained that the PI must be expended first, then the City can request a draw down of the grant funds.

Motion by Mayor pro tem Franco, second by Councilmember Moore, to approve Resolution No. 19-5684, approving contract with Impact Construction for the Riverside Park Project and allowing the City Administrator to sign.

3B Consider Main Street Pavement Striping Alternative for Uptown Susanville; Discussion of Bulb-out issues and concerns Dan Gibbs stated that Mike Mogen, CalTrans Project Manager, is here to provide an update for the community and Council.

Mr. Mogen stated that the plan presented is only a draft. He stated that no parking will be affected with the striping plan however, there could be a loss of spaces due to the bulb outs. He continued by stating that

the top lift of pavement will start around August 12th and will be completed around the beginning part of September.

Chief Jones stated his concern with the crosswalk painting, especially with the accident that happened the previous week.

Mr. Mogen stated that he will get the crosswalks repainted and that he will supply an updated map showing exactly where parking spaces and bike lanes would be located.

At least six community members stated they did not support the proposed lane striping where fifteen were in support. At least three members stated they agreed with both sides. However, almost all community members were in agreement that safety was important and enforcement of speed limits and flashing crosswalks should be considered to ensure pedestrian safety.

Mr. Wilson read a letter provided by Councilmember Wilson in his absence. Councilmember Wilson, after much thought, is not in favor of the proposed plan.

Mayor pro tem Franco inquired as to whether or not all five of them needed to vote and asked when the updated map would be available.

Mr. Mogen stated that it would not be available for the next meeting but, it would be ready sometime the next week.

Mayor pro tem Franco stated that the main thing is safety for our pedestrians. He inquired as to whether or not the Council was listening and making a decision based on that. He continued that the Uptown area is important but, to the complete the task of safety, it appears that the striping change should go all the way to Riverside. He added that this is important and he does not want the momentum to stop.

Mayor Stafford requested that Mr. Mogen send the map to Mr. Wilson once completed so a special meeting can be scheduled.

Councilmember Schuster inquired as to whether or not they were to give direction or just provide support for the proposed plan. If just support, why are we waiting.

Mayor pro tem Franco supports the proposed plan. Mayor Stafford, Councilmember Schuster, Councilmember Moore and Councilmember Wilson do not support the proposed plan.

5 ADJOURNMENT: Motion by Mayor pro tem Franco, second by Councilmember Moore, to adjourn the meeting; motion carried unanimously. Ayes: Moore, Franco, and Stafford. Absent: Wilson and Schuster.

The meeting adjourned at 5:47 p.m.

Respectfully submitted by:

Kevin Stafford, Mayor

Heidi Whitlock, Deputy City Clerk

Reviewed by:  City Administrator

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

Submitted by: Deborah Savage, Finance Manager

Action Date: September 4, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated August 10, 2019 through August 23, 2019 numbered 204715 through 204809.

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$ 286,055.45 plus \$292,908.08 in payroll warrants, for a total of \$ 578,963.53

ACTION REQUESTED: Motion to receive and file.

ATTACHMENTS: Payments by vendor and transmittal check registers.

Report Criteria:

Report type: GL detail
 Check.Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/09/2019	204715	728	U S POSTMASTER	WATER BILLING POSTAGE	080919	1	7110-1430-105	PRE-PAID OTHER	172.68	172.68
08/19	08/09/2019	204715	728	U S POSTMASTER	GAS BILLING POSTAGE	080919	2	7401-430-62-46	POSTAGE	88.95	88.95
Total 080919:										261.63	261.63
Grand Totals:										261.63	261.63

Report Criteria:

Report type: GL detail
Check.Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/15/2019	204742	1244	TITLEIST	SUPPLIES-GC	907838185	1	7530-451-55-46	SUPPLIES - GENERAL	444.31	444.31
Total 907838185:										444.31	444.31
08/19	08/15/2019	204743	1208	ADVANCED COMFORT C	REPAIRS- CITY HALL	1101	1	1000-417-10-44	MISC - REPAIR & MAINTENANC	433.11	433.11
Total 1101:										433.11	433.11
08/19	08/15/2019	204744	21	AIRGAS USA, LLC	CHLORINE- WATER	9091271303	1	7110-430-42-46	SUPPLIES-GENERAL	445.67	445.67
Total 9091271303:										445.67	445.67
08/19	08/15/2019	204745	31	ALPINE FIRE SERVICES I	FIRE EXTINGUISHER SER-FIRE	07-291	1	1000-422-10-43	TECHNICAL SVCS	560.39	560.39
Total 07-291:										560.39	560.39
08/19	08/15/2019	204746	40	AMPS ELECTRIC	REPAIRS-FIRE	2855	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	373.74	373.74
Total 2855:										373.74	373.74
08/19	08/15/2019	204747	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES-PW	636922513	1	7620-430-10-44	LINEN SERVICE	33.53	33.53
Total 636922513:										33.53	33.53
08/19	08/15/2019	204747	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-STREETS	636922514	1	2007-431-20-44	LINEN SERVICE	55.67	55.67
Total 636922514:										55.67	55.67
08/19	08/15/2019	204747	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-GAS	636922515	1	7401-430-62-44	LINEN SERVICES	49.54	49.54
Total 636922515:										49.54	49.54
08/19	08/15/2019	204747	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-WATER	636922516	1	7110-430-42-44	LINEN SERVICE	41.92	41.92

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 636922516:										41.92	41.92
08/19	08/15/2019	204747	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES-PW	636936019		1 7620-430-10-44	LINEN SERVICE	33.53	33.53
Total 636936019:										33.53	33.53
08/19	08/15/2019	204747	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-STREETS	636936020		1 2007-431-20-44	LINEN SERVICE	55.67	55.67
Total 636936020:										55.67	55.67
08/19	08/15/2019	204747	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-GAS	636936021		1 7401-430-62-44	LINEN SERVICES	154.98	154.98
Total 636936021:										154.98	154.98
08/19	08/15/2019	204747	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-WATER	636936022		1 7110-430-42-44	LINEN SERVICE	41.92	41.92
Total 636936022:										41.92	41.92
08/19	08/15/2019	204748	76	BILLINGTON ACE HARD	SUPPLIES-FD	446423		1 1000-422-10-46	SUPPLIES-GENERAL	23.29	23.29
Total 446423:										23.29	23.29
08/19	08/15/2019	204748	76	BILLINGTON ACE HARD	SUPPLIES-FD	446471		1 1000-422-10-44	FACILITY - REPAIR & MAINTEN	36.73	36.73
Total 446471:										36.73	36.73
08/19	08/15/2019	204748	76	BILLINGTON ACE HARD	SUPPLIES-FD	446615		1 1000-422-10-46	SUPPLIES-GENERAL	1.73	1.73
Total 446615:										1.73	1.73
08/19	08/15/2019	204748	76	BILLINGTON ACE HARD	SUPPLIES-WATER	447096		1 7110-430-42-46	SUPPLIES-GENERAL	44.64	44.64
Total 447096:										44.64	44.64
08/19	08/15/2019	204748	76	BILLINGTON ACE HARD	SUPPLIES-WATER	447140		1 7110-430-42-46	SUPPLIES-GENERAL	11.56	11.56
Total 447140:										11.56	11.56

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/15/2019	204749	9734	BUTTE GLENN COMMUNI	TRAINING-PD	1765	1	1000-421-10-45	TRAINING	266.00	266.00
Total 1765:										266.00	266.00
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - 600 MAI	PLC600MAINST 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLC600MAINST 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - B OF A	PLCBOFA 080119	1	2007-431-20-44	DISPOSAL	21.43	21.43
Total PLCBOFA 080119:										21.43	21.43
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - BUEHL	PLCBUEHLERDNT 08011	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCBUEHLERDNT 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - DIAMO	PLCDIAMONDMTN 08011	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCDIAMONDMTN 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - ELKS L	PLCELKSLODGE 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCELKSLODGE 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - FROST	PLCFROSTMILL 080119	1	2007-431-20-44	DISPOSAL	21.43	21.43
Total PLCFROSTMILL 080119:										21.43	21.43
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - GROCE	PLCGROCERROUT 0801	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCGROCERROUT 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HAIR H	PLCHAIRHUNTER 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCHAIRHUNTER 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HOTEL	PLCHOTELLSN1 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total PLCHOTELLSN1 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - KNOCH	PLCKNOCHBUILD 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCKNOCHBUILD 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LITTLE I	PLCLITTLEITAL 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCLITTLEITAL 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LV CHA	PLCLVCHARTR 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCLVCHARTR 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - MT LAS	PLCMTLASSNP 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCMTLASSNP 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - PANCE	PLCPANCERPL 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCPANCERPL 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - PANCE	PLCPANCERPLA 080119	1	2007-431-20-44	DISPOSAL	85.40	85.40
Total PLCPANCERPLA 080119:										85.40	85.40
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRAJWLR 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCSIERRAJWLR 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRATHTR 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCSIERRATHTR 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SVILLE	PLCSVILLEREAL 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCSVILLEREAL 080119:										42.70	42.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - UPTOW	PLCUPTOWNPARK 08011	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCUPTOWNPARK 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - U S PO	PLCUSPOSTAL 080119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCUSPOSTAL 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - VETS M	PLCVETSMEOR 080119	1	2007-431-20-44	DISPOSAL	47.48	47.48
Total PLCVETSMEOR 080119:										47.48	47.48
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - WALMA	PLCWALMARTBUS 08011	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCWALMARTBUS 080119:										42.70	42.70
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	110 NORTH ST	SVL110NORTH 080119	1	1000-452-20-44	DISPOSAL	289.53	289.53
Total SVL110NORTH 080119:										289.53	289.53
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	925 SIERRA ST-PW	SVL15 080119	1	7620-430-10-44	DISPOSAL	234.29	234.29
Total SVL15 080119:										234.29	234.29
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	1505 MAIN ST	SVL1505MAINST 080119	1	1000-422-10-44	DISPOSAL	185.88	185.88
Total SVL1505MAINST 080119:										185.88	185.88
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	66 N LASSEN ST	SVL2 080119	1	1000-417-10-44	DISPOSAL	185.88	185.88
Total SVL2 080119:										185.88	185.88
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	470-895 CIRCLE DR	SVL470895CIR 080119	1	7530-451-52-44	DISPOSAL	222.74	222.74
Total SVL470895CIR 080119:										222.74	222.74
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	95 N WEATHERLOW ST	SVL5 080119	1	1000-452-20-44	DISPOSAL	217.96	217.96

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total SVL5 080119:										217.96	217.96
08/19	08/15/2019	204750	1307	C&S WASTE SOLUTIONS	720 SOUTH ST SHOP-PW	SVL8 080119	1	7620-430-10-44	DISPOSAL	200.20	200.20
Total SVL8 080119:										200.20	200.20
08/19	08/15/2019	204751	116	CASHMAN EQUIPMENT	RPR & MAINT- GAS	INPS2974797	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	153.27	153.27
Total INPS2974797:										153.27	153.27
08/19	08/15/2019	204752	147		TR EX FOLSOM 08/18/19-8/22/1	080719	1	1000-421-10-45	TRAINING	297.00	297.00
Total 080719:										297.00	297.00
08/19	08/15/2019	204753	148	COMPUTER LOGISTICS	3 MOBILE WORK STATIONS	72356	1	7401-430-62-46	SUPPLIES-GENERAL	4,987.12	4,987.12
Total 72356:										4,987.12	4,987.12
08/19	08/15/2019	204754	6546		RETURN DEPOSIT EP 19-18	073019	1	1001-2228-001	DEPOSITS-CURB, GUTTER, SID	1,406.00	1,406.00
Total 073019:										1,406.00	1,406.00
08/19	08/15/2019	204755	161	CSK AUTO INC	SUPPLIES-STREETS	2740192994	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	84.32	84.32
Total 2740192994:										84.32	84.32
08/19	08/15/2019	204755	161	CSK AUTO INC	SUPPLIES-PW	2740194065	1	7620-430-10-46	SUPPLIES-GENERAL	21.43	21.43
Total 2740194065:										21.43	21.43
08/19	08/15/2019	204756	182	DEPARTMENT OF CONS	HAZARD MAPPING FEE	080919	1	1000-2205-003	DEPOSITS-STRONG MOTION P	38.29	38.29
Total 080919:										38.29	38.29
08/19	08/15/2019	204757	194	DIAMOND SAW SHOP IN	SUPPLIES- FIRE	17192	1	1000-422-10-46	SUPPLIES-SMALL TOOLS	30.85	30.85
Total 17192:										30.85	30.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/15/2019	204758	1261	DIAMOND TRUCK AND A	REPAIRS & MAINT- PD	4858	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	880.91	880.91
Total 4858:										880.91	880.91
08/19	08/15/2019	204759	7293	DIG IT CONSTRUCTION	INCREASE 2017 WATER MAIN P	081319	1	7114-430-49-44	CONSTRUCTION SERVICES	70,094.10	70,094.10
08/19	08/15/2019	204759	7293	DIG IT CONSTRUCTION	INCREASE 2017 WATER MAIN P	081319	2	7114-430-49-44	CONSTRUCTION SERVICES	3,266.90	3,266.90
Total 081319:										73,361.00	73,361.00
08/19	08/15/2019	204760	7293	DIG IT CONSTRUCTION	PROJECT 17-01, 2012 STIP FC	081319.	1	2007-431-29-44	CONSTRUCTION SERVICES	92,926.69	92,926.69
Total 081319.:										92,926.69	92,926.69
08/19	08/15/2019	204761	1078	DLT SOLUTIONS INC	AUTO CAD SOFTWARE RENEW	4771336S	1	7620-430-10-47	SOFTWARE	2,783.20	2,783.20
Total 4771336S:										2,783.20	2,783.20
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	975564A	1	7110-430-42-43	TECHNICAL SVCS	235.00	235.00
Total 975564A:										235.00	235.00
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	975566A	1	7110-430-42-43	TECHNICAL SVCS	24.00	24.00
Total 975566A:										24.00	24.00
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	975568A	1	7110-430-42-43	TECHNICAL SVCS	24.00	24.00
Total 975568A:										24.00	24.00
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	975570A	1	7110-430-42-43	TECHNICAL SVCS	24.00	24.00
Total 975570A:										24.00	24.00
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	975572A	1	7110-430-42-43	TECHNICAL SVCS	24.00	24.00
Total 975572A:										24.00	24.00
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-JO	975573A	1	7112-430-42-43	TECHNICAL SERVICES	30.00	30.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 975573A:										30.00	30.00
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	975574A		1 7110-430-42-43	TECHNICAL SVCS	24.00	24.00
Total 975574A:										24.00	24.00
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	975897A		1 7110-430-42-43	TECHNICAL SVCS	117.00	117.00
Total 975897A:										117.00	117.00
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-JO	975916A		1 7110-430-42-43	TECHNICAL SVCS	28.00	28.00
Total 975916A:										28.00	28.00
08/19	08/15/2019	204762	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	975917A		1 7110-430-42-43	TECHNICAL SVCS	117.00	117.00
Total 975917A:										117.00	117.00
08/19	08/15/2019	204763	265	FRONTIER	257-1000 DSL SERVICE	1000 080519		1 1000-417-10-45	COMMUNICATIONS	145.00	145.00
08/19	08/15/2019	204763	265	FRONTIER	257-1000 WATER - DEBIT MACH	1000 080519		2 7110-430-42-45	COMMUNICATIONS	24.15	24.15
08/19	08/15/2019	204763	265	FRONTIER	257-1000 GAS - DEBIT MACHIN	1000 080519		3 7401-430-62-45	COMMUNICATIONS	24.15	24.15
08/19	08/15/2019	204763	265	FRONTIER	257-1000 ADMIN FAX	1000 080519		4 1000-413-20-45	COMMUNICATIONS	1.10	1.10
08/19	08/15/2019	204763	265	FRONTIER	257-1000 CITY CLERK FAX	1000 080519		5 1000-411-40-45	COMMUNICATIONS	1.10	1.10
08/19	08/15/2019	204763	265	FRONTIER	257-1000 ADMIN	1000 080519		6 1000-413-20-45	COMMUNICATIONS	4.47	4.47
08/19	08/15/2019	204763	265	FRONTIER	257-1000 CITY CLERK	1000 080519		7 1000-411-40-45	COMMUNICATIONS	3.35	3.35
08/19	08/15/2019	204763	265	FRONTIER	257-1000 FINANCE	1000 080519		8 1000-415-10-45	COMMUNICATIONS	3.35	3.35
08/19	08/15/2019	204763	265	FRONTIER	257-1000 COMM DEVELOPMEN	1000 080519		9 1000-419-10-45	COMMUNICATIONS	3.35	3.35
08/19	08/15/2019	204763	265	FRONTIER	257-1000 CITY HALL	1000 080519		10 1000-417-10-45	COMMUNICATIONS	259.87	259.87
Total 1000 080519:										469.89	469.89
08/19	08/15/2019	204763	265	FRONTIER	257-1033-PARKS	1033 080519		1 1000-452-20-45	COMMUNICATIONS	247.26	247.26
Total 1033 080519:										247.26	247.26
08/19	08/15/2019	204763	265	FRONTIER	257-2520 GOLF COURSE	2520 080119		1 7530-451-52-45	COMMUNICATIONS	446.46	446.46

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 2520 080119:										446.46	446.46
08/19	08/15/2019	204763	265	FRONTIER	257-2960 HVAC/ELEVATOR LIN	2960 080519	1	1000-417-10-45	COMMUNICATIONS	71.64	71.64
Total 2960 080519:										71.64	71.64
08/19	08/15/2019	204763	265	FRONTIER	257-5152 FIRE	5152 071019	1	1000-422-10-45	COMMUNICATIONS	307.60	307.60
Total 5152 071019:										307.60	307.60
08/19	08/15/2019	204763	265	FRONTIER	257-7098 NATURAL GAS	7098 080119	1	7401-430-62-45	COMMUNICATIONS	85.98	85.98
Total 7098 080119:										85.98	85.98
08/19	08/15/2019	204764	288		REIMBURSE HEALTH INS	081319	1	7610-2239-006	RETIREE SICK LEAVE BANK PA	86.61	86.61
Total 081319:										86.61	86.61
08/19	08/15/2019	204765	331	INTERNATIONAL CODE C	MEMBERSHIP DUES #5008796	3237249	1	1000-422-10-48	DUES AND MEMBERSHIPS	135.00	135.00
Total 3237249:										135.00	135.00
08/19	08/15/2019	204766	1362	IRON MOUNTAIN INFO. M	PROFESSIONAL SERVICES	BVTG213	1	1000-421-10-43	PROFESSIONAL SVCS	12.45	12.45
08/19	08/15/2019	204766	1362	IRON MOUNTAIN INFO. M	PROFESSIONAL SERVICES	BVTG213	2	1000-421-10-43	PROFESSIONAL SVCS	57.32	57.32
Total BVTG213:										69.77	69.77
08/19	08/15/2019	204767	1350	JONES & MAYER	PROFESSIONAL SERVICES	93195	1	1000-412-10-43	PROFESSIONAL SVCS	966.44	966.44
Total 93195:										966.44	966.44
08/19	08/15/2019	204767	1350	JONES & MAYER	PROFESSIONAL SERVICES	93196	1	1000-412-10-43	PROFESSIONAL SVCS	2,040.00	2,040.00
Total 93196:										2,040.00	2,040.00
08/19	08/15/2019	204768	9591		TR EX LAKE TAHOE 8/18-8/21	080819	1	1000-421-10-45	TRAINING	231.00	231.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 080819:										231.00	231.00
08/19	08/15/2019	204769	9732		REFUND GAS DEPOSIT	10311750010	1	7401-2228-000	DEPOSITS-CUSTOMER	178.74	178.74
Total 10311750010:										178.74	178.74
08/19	08/15/2019	204770	1399	KIRACK CONSTRUCTION	RETURN ENCROACHMENT PE	081219	1	1001-2228-001	DEPOSITS-CURB, GUTTER, SID	1,210.00	1,210.00
Total 081219:										1,210.00	1,210.00
08/19	08/15/2019	204771	374	L N CURTIS & SONS	SUPPLIES- FIRE	297957	1	1000-422-10-46	SUPPLIES-SMALL TOOLS	158.62	158.62
Total 297957:										158.62	158.62
08/19	08/15/2019	204771	374	L N CURTIS & SONS	REPAIR & MAINT-FD	303792	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	292.63	292.63
Total 303792:										292.63	292.63
08/19	08/15/2019	204772	9729		REFUND GAS DEPOSIT	10513750023	1	7401-2228-000	DEPOSITS-CUSTOMER	162.35	162.35
Total 10513750023:										162.35	162.35
08/19	08/15/2019	204773	411	LASSEN MOTOR PARTS	SUPPLIES- GAS	329817	1	7401-430-62-46	SUPPLIES-GENERAL	19.49	19.49
Total 329817:										19.49	19.49
08/19	08/15/2019	204773	411	LASSEN MOTOR PARTS	SUPPLIES-FD	330143	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	8.79	8.79
Total 330143:										8.79	8.79
08/19	08/15/2019	204773	411	LASSEN MOTOR PARTS	SUPPLIES-PW	330530	1	7620-430-10-46	SUPPLIES-GENERAL	6.44	6.44
Total 330530:										6.44	6.44
08/19	08/15/2019	204774	1102	LASSEN PC	BACKUP LICENSE-FIRE	23283	1	1000-422-10-43	TECHNICAL SVCS	53.99	53.99
Total 23283:										53.99	53.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/15/2019	204775	413	LASSEN TIRE	REPAIR & MAINT-GAS	50937		1 7401-430-62-44	REPAIR AND MAINT-VEHICLE	821.79	821.79
Total 50937:										821.79	821.79
08/19	08/15/2019	204776	432	LEXIS NEXIS	CONTRACT	3092149132		1 1000-412-10-48	DUES AND MEMBERSHIPS	442.00	442.00
Total 3092149132:										442.00	442.00
08/19	08/15/2019	204777	9733		REFUND WATER DEPOSIT	10429100033		1 7110-2228-000	DEPOSITS-CUSTOMER	26.93	26.93
Total 10429100033:										26.93	26.93
08/19	08/15/2019	204778	437	LMUD	1505 MAIN ST	2876 072519		1 1000-422-10-46	ELECTRICITY	276.05	276.05
08/19	08/15/2019	204778	437	LMUD	1505 MAIN ST	2876 072519		2 1000-422-10-46	ELECTRICITY	345.15	345.15
Total 2876 072519:										621.20	621.20
08/19	08/15/2019	204779	452	MARTIN SECURITY SYST	470-895 CIRCLE DR PROSHOP	034201		1 7530-451-50-43	TECHNICAL SVCS	40.00	40.00
Total 034201:										40.00	40.00
08/19	08/15/2019	204779	452	MARTIN SECURITY SYST	115 WEATHERLOW SECURITY	34095		1 1000-451-80-43	TECHNICAL SVCS	99.00	99.00
Total 34095:										99.00	99.00
08/19	08/15/2019	204779	452	MARTIN SECURITY SYST	CITY HALL SECURITY	34233		1 1000-417-10-43	TECHNICAL SVCS	48.00	48.00
08/19	08/15/2019	204779	452	MARTIN SECURITY SYST	75 WEATHERLOW SECURITY	34233		2 1000-452-20-43	TECHNICAL SVCS	40.00	40.00
Total 34233:										88.00	88.00
08/19	08/15/2019	204779	452	MARTIN SECURITY SYST	ELEVATOR FIRE ALARM TEST	34308		1 1000-417-10-43	TECHNICAL SVCS	95.00	95.00
Total 34308:										95.00	95.00
08/19	08/15/2019	204780	9731		REFUND GAS DEPOSIT	10304900112		1 7401-2228-000	DEPOSITS-CUSTOMER	188.71	188.71
Total 10304900112:										188.71	188.71
08/19	08/15/2019	204781	510	NATIONAL METER & AUT	SUPPLIES-WATER	S1118061.001		1 7110-430-42-46	SUPPLIES-GENERAL	1,330.19	1,330.19

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Total S1118001.001:										1,330.19	1,330.19
08/19	08/15/2019	204782	9735	NORCAL CONTAINERS	40FT HIGH CUBE CONTAINER	081219		1 7110-430-42-46	SUPPLIES-GENERAL	2,400.00	2,400.00
08/19	08/15/2019	204782	9735	NORCAL CONTAINERS	40FT HIGH CUBE CONTAINER	081219		2 7301-430-52-46	SUPPLIES-GENERAL	800.00	800.00
08/19	08/15/2019	204782	9735	NORCAL CONTAINERS	40FT HIGH CUBE CONTAINER	081219		3 2007-431-20-46	SUPPLIES-GENERAL	3,200.00	3,200.00
Total 081219:										6,400.00	6,400.00
08/19	08/15/2019	204783	9730		REFUND WATER OVERPAYME	10301100003		1 9999-1001-001	CASH CLEARING - UTILITIES	52.37	52.37
Total 10301100003:										52.37	52.37
08/19	08/15/2019	204784	546	PAYLESS BUILDING SUP	SUPPLIES-STREETS	2504931		1 2007-431-20-46	SUPPLIES-GENERAL	5.06	5.06
Total 2504931:										5.06	5.06
08/19	08/15/2019	204784	546	PAYLESS BUILDING SUP	SUPPLIES-STREETS	2505094		1 2007-431-20-46	SUPPLIES-GENERAL	5.06	5.06
Total 2505094:										5.06	5.06
08/19	08/15/2019	204784	546	PAYLESS BUILDING SUP	SUPPLIES-STREETS	2505099		1 2007-431-20-46	SUPPLIES-GENERAL	5.06	5.06
Total 2505099:										5.06	5.06
08/19	08/15/2019	204784	546	PAYLESS BUILDING SUP	SUPPLIES-STREETS	2505518		1 2007-431-20-46	SUPPLIES-GENERAL	14.29	14.29
Total 2505518:										14.29	14.29
08/19	08/15/2019	204784	546	PAYLESS BUILDING SUP	SUPPLIES-STREETS	2505556		1 2007-431-20-46	SUPPLIES-GENERAL	17.70	17.70
Total 2505556:										17.70	17.70
08/19	08/15/2019	204785	548	PEE WEE ENTERPRISES	EP 19-15	073119		1 1001-2228-001	DEPOSITS-CURB, GUTTER, SID	700.00	700.00
Total 073119:										700.00	700.00
08/19	08/15/2019	204786	9728		REFUND GAS DEPOSIT	10306903430		1 7401-2228-000	DEPOSITS-CUSTOMER	87.45	87.45

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Total 10306903430:										87.45	87.45
08/19	08/15/2019	204787	558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT &	58020 073119		1 1000-417-10-45	COMMUNICATIONS	840.00	840.00
Total 58020 073119:										840.00	840.00
08/19	08/15/2019	204787	558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT-P	63630 073119		1 1000-421-10-45	COMMUNICATIONS	185.00	185.00
Total 63630 073119:										185.00	185.00
08/19	08/15/2019	204788	9689	PRENTICE, LONG & EPP	PROFESSIONAL SERVICES	3128		1 1000-412-10-43	PROFESSIONAL SVCS	2,194.50	2,194.50
Total 3128:										2,194.50	2,194.50
08/19	08/15/2019	204789	9743	PRIME HEALTHCARE SE	PROFESSIONAL SERVICES-PD	116908		1 1000-421-10-45	INVESTIGATIVE FUNDS	1,000.00	1,000.00
Total 116908:										1,000.00	1,000.00
08/19	08/15/2019	204790	572	QUILL CORPORATION	JANITORIAL SUPPLIES-FD	8667802		1 1000-422-10-46	SUPPLIES-JANITORIAL	53.60	53.60
Total 8667802:										53.60	53.60
08/19	08/15/2019	204790	572	QUILL CORPORATION	OFFICE SUPPLIES-BUILDING	8699967		1 1000-424-20-46	SUPPLIES-GENERAL	23.58	23.58
Total 8699967:										23.58	23.58
08/19	08/15/2019	204791	582	RAY MORGAN CO INC	BASE RATE CHARGE-FD	2616571		1 1000-422-10-44	RENT & LEASES EQUIP & VEHI	67.28	67.28
Total 2616571:										67.28	67.28
08/19	08/15/2019	204792	592	REYNOLDS & RAYMOND	REPAIRS & MAINT-FD	15011		1 1000-421-10-44	VEHICLE - REPAIR & MAINTEN	77.84	77.84
Total 15011:										77.84	77.84
08/19	08/15/2019	204793	1049	SSDTTF	REGISTRATION .	080819		1 1000-421-10-45	TRAINING	300.00	300.00
Total 080819:										300.00	300.00

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08/19	08/15/2019	204794	806	SUSANVILLE AVIATION	FUEL-FD	3990	1	1000-422-10-46	GASOLINE	90.42	90.42
Total 3990:										90.42	90.42
08/19	08/15/2019	204795	686	SUSANVILLE TRUCK & A	REPAIRS & MAINT.- PD	672473	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	170.00	170.00
Total 672473:										170.00	170.00
08/19	08/15/2019	204796	638	THATCHER COMPANY	CREDIT-WATER	5051254	1	7110-430-42-46	SUPPLIES-GENERAL	85.80-	85.80-
Total 5051254:										85.80-	85.80-
08/19	08/15/2019	204796	638	THATCHER COMPANY	SUPPLIES- WATER	5051846	1	7110-430-42-46	SUPPLIES-GENERAL	709.55	709.55
Total 5051846:										709.55	709.55
08/19	08/15/2019	204797	1141	THOMPSON GARAGE DO	SERVICED DOORS-PD	117535	1	1000-421-10-44	FACILITY - REPAIR & MAINTEN	539.83	539.83
Total 117535:										539.83	539.83
08/19	08/15/2019	204798	749	VERIZON WIRELESS	CELLULAR PHONES - FIRE	9835154587	1	1000-422-10-45	COMMUNICATIONS	266.07	266.07
Total 9835154587:										266.07	266.07
08/19	08/15/2019	204799	770	WESTERN NEVADA SUP	SUPPLIES- GAS	67883361	1	7401-430-62-46	SUPPLIES-GENERAL	356.66	356.66
Total 67883361:										356.66	356.66
08/19	08/15/2019	204799	770	WESTERN NEVADA SUP	SUPPLIES-GAS	67945936	1	7401-430-62-46	SUPPLIES-GENERAL	56.74	56.74
Total 67945936:										56.74	56.74
08/19	08/15/2019	204799	770	WESTERN NEVADA SUP	SUPPLIES-WATER	67959752	1	7301-430-52-46	SUPPLIES-GENERAL	122.18	122.18
Total 67959752:										122.18	122.18
08/19	08/15/2019	204800	1198	WESTWOOD SANITATIO	PORTABLE TOILET - SKYLINE	A-57974	1	1000-452-20-44	RENT & LEASES EQUIP & VEHI	98.66	98.66

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total A-57974:										98.66	98.66
08/19	08/15/2019	204801	8945	WILSON SPORTING GOO	SUPPLIE5-GC	4528576594	1	7530-451-52-46	SUPPLIES-GENERAL	519.28	519.28
Total 4528576594:										519.28	519.28
Grand Totals:										209,079.73	209,079.73

Report Criteria:

Report type: GL detail
 Check.Voided = False

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/16/2019	204804	728	U S POSTMASTER	UB BILLING GAS	081619	1	7401-430-62-46	POSTAGE	428.64	428.64
08/19	08/16/2019	204804	728	U S POSTMASTER	UB BILLING WATER	081619	2	7110-430-42-46	POSTAGE	832.06	832.06
Total 081619:										1,260.70	1,260.70
Grand Totals:										1,260.70	1,260.70

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/22/2019	204821	1	4 M PROMOTIONS	SUPPLIES- PW	9154	1	7620-430-10-46	SUPPLIES-GENERAL	222.84	222.84
08/19	08/22/2019	204821	1	4 M PROMOTIONS	SUPPLIES- WATER	9154	2	7110-430-42-46	SUPPLIES-GENERAL	222.84	222.84
08/19	08/22/2019	204821	1	4 M PROMOTIONS	SUPPLIES-GAS	9154	3	7401-430-62-46	SUPPLIES-GENERAL	222.84	222.84
08/19	08/22/2019	204821	1	4 M PROMOTIONS	SUPPLIES-STREETS	9154	4	2007-431-20-46	SUPPLIES-GENERAL	222.83	222.83
Total 9154:										891.35	891.35
08/19	08/22/2019	204822	1231	ASBURY ENVIRONMENT	REPAIRS & MAINT-STREETS	I500-00470435	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	44.69	44.69
08/19	08/22/2019	204822	1231	ASBURY ENVIRONMENT	REPAIRS & MAINT- WATER	I500-00470435	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	44.68	44.68
08/19	08/22/2019	204822	1231	ASBURY ENVIRONMENT	REPAIRS & MAINT-GAS	I500-00470435	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	44.69	44.69
Total I500-00470435:										134.06	134.06
08/19	08/22/2019	204823	9752		RETURN CONSTRUCTION WAT	081919	1	7110-2228-004	DEPOSITS-CONTSR. METER/H	1,000.00	1,000.00
08/19	08/22/2019	204823	9752		WATER USAGE	081919	2	7110-430-42-37	WATER REVENUE	127.60-	127.60-
Total 081919:										872.40	872.40
08/19	08/22/2019	204824	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0062	1	8402-413-30-46	POSTAGE	9.55	9.55
08/19	08/22/2019	204824	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0062	2	8402-413-30-45	COMMUNICATIONS	66.17	66.17
08/19	08/22/2019	204824	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0062	3	8402-413-30-43	LAFCO EXEC. OFFICE SVC	4,195.00	4,195.00
08/19	08/22/2019	204824	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0062	4	8402-413-30-43	LAFCO BROWN ACT COMPLIAN	500.00	500.00
Total 2019-0062:										4,770.72	4,770.72
08/19	08/22/2019	204824	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0063	1	8402-413-30-45	PRINTING AND BINDING	15.00	15.00
08/19	08/22/2019	204824	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0063	2	8402-413-30-45	COMMUNICATIONS	67.93	67.93
08/19	08/22/2019	204824	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0063	3	8402-413-30-46	SUPPLIES-GENERAL	10.00	10.00
08/19	08/22/2019	204824	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0063	4	8402-413-30-43	LAFCO EXEC. OFFICE SVC	2,635.00	2,635.00
08/19	08/22/2019	204824	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0063	5	8402-413-30-43	MUNICIPAL SVC REVIEW-LAFC	2,465.00	2,465.00
Total 2019-0063:										5,192.93	5,192.93
08/19	08/22/2019	204825	9740		REFUND GAS DEPOSIT	10203172406	1	7401-2228-000	DEPOSITS-CUSTOMER	46.36	46.36

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 10203172406:										46.36	46.36
08/19	08/22/2019	204826	76	BILLINGTON ACE HARD	SUPPLIES-PD	448050	1	1000-421-10-44	FACILITY - REPAIR & MAINTEN	25.09	25.09
Total 448050:										25.09	25.09
08/19	08/22/2019	204827	9739		REFUND GAS DEPOSIT	10108010114	1	7401-2228-000	DEPOSITS-CUSTOMER	77.63	77.63
Total 10108010114:										77.63	77.63
08/19	08/22/2019	204828	9738		REFUND GAS DEPOSIT	10531902602	1	7401-2228-000	DEPOSITS-CUSTOMER	127.85	127.85
Total 10531902602:										127.85	127.85
08/19	08/22/2019	204829	9756	BUTTE-GLEEN COMMUNI	LABOR LAW UPDATE	TT9574	1	1000-411-40-45	TRAVEL	75.00	75.00
Total TT9574:										75.00	75.00
08/19	08/22/2019	204830	96	CALAFCO	CALAFCO DUES 19/20	2019-18	1	8402-413-30-48	DUES AND MEMBERSHIPS	1,075.00	1,075.00
Total 2019-18:										1,075.00	1,075.00
08/19	08/22/2019	204831	986	CARLSON'S TIRE PROS	REPAIR & MAINT- PW	65819	1	7620-430-10-44	REPAIR AND MAINTENANCE-MI	55.40	55.40
Total 65819:										55.40	55.40
08/19	08/22/2019	204832	1351	CEB ATTN: ACCOUNTS R	CA MUNICIPAL LAW HANDBOO	10882742	1	1000-411-40-46	BOOKS AND PERIODICALS	449.22	449.22
08/19	08/22/2019	204832	1351	CEB ATTN: ACCOUNTS R	CA MUNICIPAL LAW HANDBOO	10882742	2	1000-412-10-46	BOOKS AND PERIODICALS	449.21	449.21
Total 10882742:										898.43	898.43
08/19	08/22/2019	204833	161	CSK AUTO INC	SUPPLIES-STREETS	27403285	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	14.26	14.26
08/19	08/22/2019	204833	161	CSK AUTO INC	SUPPLIES-WATER	27403285	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	14.26	14.26
08/19	08/22/2019	204833	161	CSK AUTO INC	SUPPLIES-GAS	27403285	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	14.27	14.27
Total 27403285:										42.79	42.79
08/19	08/22/2019	204834	173	DATCO SERVICES	SUBSTANCE TEST	37137649	1	1000-416-10-43	TECHNICAL SVCS	260.00	260.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 37137649:										260.00	260.00
08/19	08/22/2019	204835	184	DEPARTMENT OF JUSTI	FINGERPRINTS - APPS, FBI	395400	1	1000-416-10-45	FINGERPRINTING SERVICES	96.00	96.00
Total 395400:										96.00	96.00
08/19	08/22/2019	204836	1565	DIRTY JOE'S CAR WASH	CAR WASH-PD	080719	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	20.00	20.00
Total 080719:										20.00	20.00
08/19	08/22/2019	204837	9748	DPT. OF HOUSING & CO	DPRLP LOAN PRINCIPAL COLL	081919	1	2040-463-71-48	TAXES, FEES, PERMITS & CHA	12,000.00	12,000.00
Total 081919:										12,000.00	12,000.00
08/19	08/22/2019	204838	219	ED STAUB & SONS PETR	3000 GAL DIESEL/ 70000 GAL U	428204	1	1000-1410-001	INVENTORIES-GASOLINE	26,154.61	26,154.61
Total 428204:										26,154.61	26,154.61
08/19	08/22/2019	204839	9747		REFUND WATER DEPOSIT	10117950012	1	7110-2228-000	DEPOSITS-CUSTOMER	26.89	26.89
Total 10117950012:										26.89	26.89
08/19	08/22/2019	204840	241	FEATHER PUBLISHING C	ADVERTISEMENT	1556833	1	1000-417-10-45	ADVERTISING	81.60	81.60
Total 1556833:										81.60	81.60
08/19	08/22/2019	204840	241	FEATHER PUBLISHING C	ADVERTISEMENT RIVERSIDE P	1562930	1	2040-463-71-44	CONSTRUCTION SERVICES	166.40	166.40
Total 1562930:										166.40	166.40
08/19	08/22/2019	204840	241	FEATHER PUBLISHING C	ADVERTISEMENT RIVERSIDE P	1563149	1	2040-463-71-44	CONSTRUCTION SERVICES	323.20	323.20
Total 1563149:										323.20	323.20
08/19	08/22/2019	204840	241	FEATHER PUBLISHING C	PUBLIC HEARING NOTICE-BUIL	7893	1	1000-425-20-45	ADVERTISING	90.90	90.90
Total 7893:										90.90	90.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/22/2019	204841	9750	FEATHERLITE OF RENO,	TRAILER-STREETS	080819	1	2007-431-20-47	MACHINERY AND EQUIPMENT	133.09	133.09
08/19	08/22/2019	204841	9750	FEATHERLITE OF RENO,	TRAILER-GAS	080819	2	7401-430-62-47	MACHINERY & EQUIPMENT	905.05	905.05
08/19	08/22/2019	204841	9750	FEATHERLITE OF RENO,	TRAILER-WATER	080819	3	7110-430-42-47	MACHINERY AND EQUIPMENT	1,109.13	1,109.13
08/19	08/22/2019	204841	9750	FEATHERLITE OF RENO,	TRAILER- WATER	080819	4	7301-430-52-47	MACHINERY & EQUIPMENT	66.55	66.55
08/19	08/22/2019	204841	9750	FEATHERLITE OF RENO,	TRAILER-WATER	080819	5	7112-430-42-47	MACHINERY AND EQUIPMENT	4.43	4.43
Total 080819:										2,218.25	2,218.25
08/19	08/22/2019	204842	243	FEDEX	POSTAGE	6-555-37360	1	2040-463-71-44	CONSTRUCTION SERVICES	98.65	98.65
Total 6-555-37360:										98.65	98.65
08/19	08/22/2019	204842	243	FEDEX	POSTAGE	6-618-28512	1	1000-417-10-46	POSTAGE	76.89	76.89
Total 6-618-28512:										76.89	76.89
08/19	08/22/2019	204843	9745		REFUND GAS DEPOSIT	10311050340	1	7401-2228-000	DEPOSITS-CUSTOMER	169.59	169.59
Total 10311050340:										169.59	169.59
08/19	08/22/2019	204844	265	FRONTIER	257-1041 ADMIN-PW	1041 080519	1	7620-430-10-45	COMMUNICATIONS	661.39	661.39
Total 1041 080519:										661.39	661.39
08/19	08/22/2019	204844	265	FRONTIER	257-3292 MUSEUM	3292 081019	1	1000-451-80-45	COMMUNICATION	124.11	124.11
Total 3292 081019:										124.11	124.11
08/19	08/22/2019	204844	265	FRONTIER	257-4725-FAX	4725 081519	1	1000-419-10-45	COMMUNICATIONS	61.92	61.92
08/19	08/22/2019	204844	265	FRONTIER	257-4725 CITY HALL FAX	4725 081519	2	1000-417-10-45	COMMUNICATIONS	61.92	61.92
Total 4725 081519:										123.84	123.84
08/19	08/22/2019	204844	265	FRONTIER	257-5603 POLICE	5603 081019	1	1000-421-10-45	COMMUNICATIONS	780.12	780.12
Total 5603 081019:										780.12	780.12
08/19	08/22/2019	204845	8912		REIM FUEL	081619	1	1000-424-20-46	GASOLINE	71.22	71.22

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 081619:										71.22	71.22
08/19	08/22/2019	204846	9742		REFUND GAS DEPOSIT	10531901603	1	7401-2228-000	DEPOSITS-CUSTOMER	125.93	125.93
Total 10531901603:										125.93	125.93
08/19	08/22/2019	204847	9741		REFUND GAS DEPOSIT	10203172807	1	7401-2228-000	DEPOSITS-CUSTOMER	124.92	124.92
Total 10203172807:										124.92	124.92
08/19	08/22/2019	204848	335	J.W. WOOD CO INC	SUPPLIES- PARKS	S111747	1	1000-452-21-46	SUPPLIES-GENERAL	422.35	422.35
Total S111747:										422.35	422.35
08/19	08/22/2019	204849	9753		RETURN COMMUNITY CENTER	080719	1	1000-452-20-36	RENT-COMMUNITY CENTER	70.00	70.00
08/19	08/22/2019	204849	9753		RETURN COMMUNITY CENTER	080719	2	1000-2228-009	DEPOSITS-COMM CENTER RE	50.00	50.00
08/19	08/22/2019	204849	9753		RETURN COMMUNITY CENTER	080719	3	1000-452-20-36	RENT-COMMUNITY CENTER	63.00	63.00
08/19	08/22/2019	204849	9753		RETURN COMMUNITY CENTER	080719	4	1000-2228-009	DEPOSITS-COMM CENTER RE	50.00	50.00
Total 080719:										233.00	233.00
08/19	08/22/2019	204850	413	LASSEN TIRE	REPAIR & MAINT-PD	50934	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	821.79	821.79
Total 50934:										821.79	821.79
08/19	08/22/2019	204851	437	LMUD	JOHNSTONVILLE RD SPRINKLE	10262 081019	1	1000-452-20-46	ELECTRICITY	30.56	30.56
Total 10262 081019:										30.56	30.56
08/19	08/22/2019	204851	437	LMUD	GOLF COURSE PUMP STATION	122910 081419	1	7530-451-52-46	ELECTRICITY	620.58	620.58
Total 122910 081419:										620.58	620.58
08/19	08/22/2019	204851	437	LMUD	66 N LASSEN ST	2466 081019	1	1000-417-10-46	ELECTRICITY	832.49	832.49
Total 2466 081019:										832.49	832.49
08/19	08/22/2019	204851	437	LMUD	N WEATHERLOW ST-TENNIS S	24661 081019	1	1000-452-20-46	ELECTRICITY	25.00	25.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 24661 081019:										25.00	25.00
08/19	08/22/2019	204851	437	LMUD	65 N WEATHERLOW ST COMM	2865 081019	1	1000-452-20-46	ELECTRICITY	30.56	30.56
Total 2865 081019:										30.56	30.56
08/19	08/22/2019	204851	437	LMUD	65 N WEATHERLOW ST-PARK	2867 081019	1	1000-452-20-46	ELECTRICITY	45.59	45.59
Total 2867 081019:										45.59	45.59
08/19	08/22/2019	204851	437	LMUD	N WEATHERLOW ST-TENNIS C	2870 081019	1	1000-452-20-46	ELECTRICITY	25.15	25.15
Total 2870 081019:										25.15	25.15
08/19	08/22/2019	204851	437	LMUD	NORTH ST BASEBALL PARK M	2873 081019	1	1000-452-20-46	ELECTRICITY	34.47	34.47
Total 2873 081019:										34.47	34.47
08/19	08/22/2019	204851	437	LMUD	115 N WEATHERLOW ST-MUSE	43866 081019	1	1000-451-80-46	ELECTRICITY	99.10	99.10
Total 43866 081019:										99.10	99.10
08/19	08/22/2019	204851	437	LMUD	606 1/2 NEVADA ST	58211 081019	1	1000-417-10-46	ELECTRICITY	25.27	25.27
Total 58211 081019:										25.27	25.27
08/19	08/22/2019	204851	437	LMUD	AIRPORT OFFICE	7146 081419	1	7201-430-81-46	ELECTRICITY	24.95	24.95
Total 7146 081419:										24.95	24.95
08/19	08/22/2019	204851	437	LMUD	65 N WEATHERLOW ST-MUSEU	7866 081019	1	1000-451-80-46	ELECTRICITY	26.35	26.35
Total 7866 081019:										26.35	26.35
08/19	08/22/2019	204851	437	LMUD	NORTH ST PARK LIGHTS-MEM	9283 081019	1	1000-452-20-46	ELECTRICITY	97.14	97.14
Total 9283 081019:										97.14	97.14

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
08/19	08/22/2019	204851	437	LMUD	MAIN & PINE CHRISTMAS TREE	94811 081019	1	1000-452-20-46	ELECTRICITY	25.00	25.00
Total 94811 081019:										25.00	25.00
08/19	08/22/2019	204852	9754	MCVAYS MCROPIN INC	REPAIRS & MAINT- STREETS	91811	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	2,032.72	2,032.72
Total 91811:										2,032.72	2,032.72
08/19	08/22/2019	204853	9550	MEADOWS, HAL LESLIE	PRE-EMPLOYMENT PHYSICAL	2963	1	1000-416-10-43	PROFESSIONAL SVCS	150.00	150.00
Total 2963:										150.00	150.00
08/19	08/22/2019	204854	1446	MIWALL CORP	TRAINING -PD	3763	1	1000-421-10-45	TRAINING	1,558.75	1,558.75
Total 3763:										1,558.75	1,558.75
08/19	08/22/2019	204855	824	OFFICE DEPOT, INC	OFFICE SUPPLIES	346348617001	1	1000-417-10-46	SUPPLIES-GENERAL	56.58	56.58
Total 346348617001:										56.58	56.58
08/19	08/22/2019	204856	9736		REFUND GAS DEPOSIT	10203185302	1	7401-2228-000	DEPOSITS-CUSTOMER	152.10	152.10
Total 10203185302:										152.10	152.10
08/19	08/22/2019	204857	8107		EP 19-14 1409 FIRST ST	071819	1	1001-2228-001	DEPOSITS-CURB, GUTTER, SID	5,250.00	5,250.00
Total 071819:										5,250.00	5,250.00
08/19	08/22/2019	204858	572	QUILL CORPORATION	OFFICE SUPPLIES	9097071	1	1000-415-10-46	SUPPLIES-GENERAL	176.17	176.17
Total 9097071:										176.17	176.17
08/19	08/22/2019	204858	572	QUILL CORPORATION	OFFICE SUPPLIES	9132528	1	1000-415-10-46	SUPPLIES-GENERAL	53.60	53.60
Total 9132528:										53.60	53.60
08/19	08/22/2019	204859	9737		REFUND GAS DEPOSIT	10109850109	1	7401-2228-000	DEPOSITS-CUSTOMER	125.98	125.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 10109850109:										125.98	125.98
08/19	08/22/2019	204860	582	RAY MORGAN CO INC	COPIER-PD	2627959	1	1000-421-10-44	RENT & LEASES EQUIP & VEHI	175.25	175.25
08/19	08/22/2019	204860	582	RAY MORGAN CO INC	DOWN & UPSTAIRS COPIER	2627959	2	1000-417-10-44	RENT & LEASES EQUIP & VEHI	350.51	350.51
Total 2627959:										525.76	525.76
08/19	08/22/2019	204861	9611	ROOPTOWN BICYCLES &	SUPPLIES	1271	1	2013-452-10-47	MACHINERY AND EQUIPMENT	497.77	497.77
Total 1271:										497.77	497.77
08/19	08/22/2019	204862	9746		REFUND GAS DEPOSIT	10228970010	1	7401-2228-000	DEPOSITS-CUSTOMER	172.45	172.45
Total 10228970010:										172.45	172.45
08/19	08/22/2019	204863	1250	SPORTS TURF IRRIGATI	REPAIRS & MAINT-GC	92806	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	684.00	684.00
Total 92806:										684.00	684.00
08/19	08/22/2019	204864	9751	STOKES HAULING	ABATEMENTS	073119	1	1000-425-20-43	TECHNICAL SVCS	575.00	575.00
Total 073119:										575.00	575.00
08/19	08/22/2019	204865	744	UPTOWN UNIFORMS	SUPPLIES- PD	99914	1	1000-421-10-45	TRAINING	321.45	321.45
Total 99914:										321.45	321.45
08/19	08/22/2019	204866	749	VERIZON WIRELESS	CELLULAR PHONES - PD	9835079579	1	1000-421-10-45	COMMUNICATIONS	757.82	757.82
Total 9835079579:										757.82	757.82
08/19	08/22/2019	204867	770	WESTERN NEVADA SUP	SUPPLIES- GC	67982839	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	171.69	171.69
Total 67982839:										171.69	171.69
08/19	08/22/2019	204868	1198	WESTWOOD SANITATIO	PORTABLE TOILET-GOLF COU	A57967	1	7530-451-52-44	RENT & LEASES EQUIP & VEHI	98.66	98.66

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total A57967:										98.66	98.66
08/19	08/22/2019	204868	1198	WESTWOOD SANITATIO	PORTABLE TOILET-GOLF COU	A57982		1 7530-451-52-44	RENT & LEASES EQUIP & VEHI	98.66	98.66
Total A57982:										98.66	98.66
08/19	08/22/2019	204869	9755	WILLIAMS INDUSTRIAL S	SUPPLIES-GAS	2019-192974-00		1 7401-430-62-46	SUPPLIES-GENERAL	495.36	495.36
Total 2019-192974-00:										495.36	495.36
Grand Totals:										75,453.39	75,453.39

Report Criteria:

Report type: GL detail
 Check.Voided = False

Reviewed by:  City Administrator

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

Submitted by: Gwenna MacDonald, City Clerk

Action Date: September 4, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Appointment to fill Planning Commission vacancies

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: The Planning Commission performs many important functions on behalf of the City Council and is often responsible for providing recommendations related to the development, design, and growth of the City. The City has solicited letters of interest by advertising three weeks between July and August 2019, for the terms of Commissioners Alan Dowdy and Dan Foster. Attached hereto are letters from Commissioner Dowdy and Commissioner Foster, expressing their interest in continuing to serve the community. City Council authorization is required to renew these 4-year terms for the period of July 2019 to June 2023.

FISCAL IMPACT: Planning Commission stipend of \$75 per month, included in annual budgets

ACTION REQUESTED: Motion to ratify Mayor's appointments to Planning Commission for four year terms.

ATTACHMENTS: Letters of interest

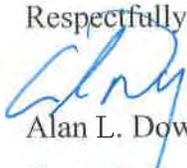
July 23, 2019

Dear Mayor Kevin Stafford and Honorable City Counsel,

It has been an honor to serve as a commissioner on the Susanville City Planning Commission for 3 Terms. My term is about to expire soon. I am writing this letter to request the opportunity to continue to serve as a member of the planning commission for another term. My hope is that I will be considered for reappointing to serve another term.

I feel that we have as a commission provided direction for the City of Susanville to grow and still keep the feeling of the small rural community that brought my family and many others here. I see some good growth coming forward and would love to be part of planning for that growth. I would welcome the opportunity to work with the City Staff to come up ways to revitalize the uptown area of Susanville and rid the town of the ever growing blight in the neighborhoods. Thank you for the opportunity for me to fulfill my civic duties and to serve my community.

Respectfully Submitted,


Alan L. Dowdy
Commissioner

FILED

AUG 12 2019

City of Susanville
Susanville, CA

Susanville City Council
Susanville City Hall
66 North Lassen Street
Susanville CA 96130

August 12, 2019

ATTN: City Clerk, Gwenna MacDonald

My name is Dan Foster.

It has been an honor, and a privilege, to have served on the Susanville City Planning Commission, for the past ten years.

During my term on the City Planning Commission, I gained a lot of knowledge and information on the workings of the planning commission. I feel that I have been a productive member to the planning commission meetings, and enjoyed working with the other Commissioners, and Staff.

I am looking forward to continue to be a team member, working with the very competent Commissioners, and our new City Planner, Marlin Johnson.

I have been a Lassen County resident since 1992, and a resident of the City of Susanville since 1994.

I retired from Cal-trans, as the Area Superintendent for Lassen and Modoc County's.

I have been a member of the Susanville Rotary Club since 1992, and was a board member for five years.

I served two years on the Lassen County Grand Jury.

I have worked on the Lassen County Election board for sixteen years.

Prior to moving to Susanville I was the Cal-trans area Supervisor in Mineral, and was a member of the Mineral Volunteer Fire Department for nineteen years.

I have spare time, and like to be involved in community activities.

If selected for this position I feel that I would continue to be a positive member of the City Planning Commission.

Sincerely,



Dan Foster
530-257-4433

RECEIVED

AUG 14 2019

City of Susanville
City Clerk's Office

Reviewed by:  City Administrator

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

Submitted By: Heidi Whitlock, Assistant to the City Administrator

Action Date: September 4, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 19-5691 terminating Airport Hangar Land Lease Agreement, Lot #24 with Eric and Sandra Thompson, and authorizing Mayor to execute an Airport Ground Lease Agreement for Hangar #24 with James Hoepfner.

PRESENTED BY: Michael Wilson, City Administrator

SUMMARY: On August 21, 2019, the City Council was presented with the option of purchasing Hangar #24, owned by Eric and Sandra Thompson, for the amount of \$45,000.00. City Council declined the purchase of the hangar. James Hoepfner has, as of August 16, 2019, taken possession of the Hangar and is required to execute a new Airport Ground Lease Agreement for Hangar #24. However, there is no language in the existing lease stating what happens once it expires with the exception that the lease does not renew and that, if they failed to remove said hangar from the premises within 90 days, it would become the property of the City. It was requested that we address this issue. The following language is the existing and proposed language:

Existing:

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

Proposed:

Expiration: All leases will expire at the end of the term. Should Lessee desire to continue leasing, sixty (60) days prior to expiration of this lease, Lessee must notify City of desire to enter into a new lease agreement. If Lessee chooses not to enter into a new lease agreement, upon expiration of this Lease, Lessee has the right to remove said airplane hangar from said airport within ninety (90) days. Lessee must continue to pay the rent then in effect during said ninety-day period. In the event the hangar is not moved off the airport within the ninety (90) days, said hangar becomes the property of the City of Susanville. Any holding over by Lessee past the term of this Lease is not deemed a renewal or extension of the term of this Lease.

FISCAL IMPACT: Annual revenue of \$598.50 (\$0.38 sq/ft @ 1,575 sq ft)

ACTION

REQUESTED: Motion approving Resolution No. 19-5691 terminating Airport Hangar Land Lease Agreement, Lot #24 with Eric & Sandra Thompson and authorizing Mayor to execute an Airport Ground Lease Agreement, Lot #24 with James Hoeppepner.

ATTACHMENTS: Resolution No. 19-5691
Airport Ground Lease Agreement Hangar Owned by Lessee, Lot #24 executed by James Hoeppepner

**RESOLUTION NUMBER 19-5691
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
TERMINATING AIRPORT HANGAR LAND LEASE AGREEMENT, LOT #24 WITH
ERIC AND SANDRA THOMPSON AND AUTHORIZING MAYOR TO EXECUTE AN
AIRPORT GROUND LEASE AGREEMENT, LOT #24 WITH JAMES HOEPPNER**

WHEREAS, Page 2, Paragraph 3 of the Airport Hangar Land Lease Agreement, Lot #24 requires the Lessee to first submit an offer in writing to the City to sell said Leased Premises and improvements to the City for the same amount as any bona fide offer received by Lessee or for the fair market value, as the case may be; and

WHEREAS, in August 2019, Eric and Sandra Thompson offered to sell their interest in the hangar on Lot #24 to the City for \$45,000.00; and

WHEREAS, at its August 21, 2019 meeting, the City Council of the City of Susanville rejected purchase of the hangar on Lot #24 owned by Eric and Sandra Thompson; and

WHEREAS, on August 16, 2019 Eric and Sandra Thompson sold their interest in the hangar on Lot #24 to James Hoepner for \$45,000.00; and

WHEREAS, the Airport Hangar Land Lease Agreement, Lot #24 held by Eric and Sandra Thompson needs to be terminated and a new Airport Ground Lease Agreement, Lot #24 needs to be executed by James Hoepner as the new owner.

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

1. That the Airport Hangar Land Lease Agreement, Lot #24 held by Eric and Sandra Thompson is hereby terminated; and
2. That James Hoepner is the new owner of the hangar on Lot #24 and has executed an Airport Ground Lease Agreement, Lot #24 as required.

APPROVED: _____
Kevin Stafford, 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 4th day of September, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING.

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM _____
Jessica Ryan, City Attorney

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

THIS LEASE, made this _____ day of _____, between the CITY OF SUSANVILLE, a municipal corporation, organized and existing under the laws of the State of California, hereinafter referred to as "Lessor", and James Hoepfner address: 722-555 Shallow Creek Rd (P.O. Box 7) Litchfield CA 96117 County of Lassen, State of California, hereinafter referred to as "Lessee", on the following terms and conditions:

1. Lessor does hereby lease to Lessee, for a term of 20 (five (5), ten (10), or twenty (20)) years from the date hereof, unless sooner terminated as set forth herein, a certain parcel of land described as Hangar Lot #24, hereinafter referred to as the "Leased Premises," located at the Susanville Municipal Airport and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

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

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

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

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

6. Expiration: All leases will expire at the end of the term. Should Lessee desire to continue leasing, sixty (60) days prior to expiration of this lease, Lessee must notify City of desire to enter into a new lease agreement. If Lessee chooses not to enter into a new lease agreement, upon expiration of this Lease, Lessee has the right to remove said airplane hangar from said airport within ninety (90) days. Lessee must continue to pay the rent then in effect during said ninety-day period. In the event the hangar is not moved off the airport within the ninety (90) days, said hangar becomes the property of the City of Susanville. Any holding over by Lessee past the term of this Lease is not deemed a renewal or extension of the term of this Lease.

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

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

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

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

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

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

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

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

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

Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

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

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

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

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

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

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

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

The lessee will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by

vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

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

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

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

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

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

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

- (a) The amount of the unpaid rent accrued through the date of termination of this Lease;

(b) The excess of the amount of rent which accrues between the date of termination of this Lease and the date of the award over the amount of the loss of rent that Lessee proves could have reasonably been avoided;

(c) The present value, on the date of the award, of the excess amount of rent which accrues between the date of the award and the expiration of the term of this Lease over the amount of the loss of rent that Lessee proves could reasonably be avoided, with the present value computed by using an interest rate equal to that which comparable properties earn on the date of the award; and

(d) Any other amount, including court costs, reasonable attorneys' fees, and costs of taking possession of and reletting the Leased Premises necessary to compensate Lessor for all detriment proximately caused by Lessee's default.

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

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

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

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

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

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

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

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

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

CITY OF SUSANVILLE
LESSOR:

Kevin Stafford, Mayor

Attest:

Gwenna MacDonald, City Clerk

LESSEE:

Type Name:

Type Name:

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

Approved as to Form:

Jessica Ryan, City Attorney

EXHIBIT "A"

Hangar located on Lot #24 at the Susanville Municipal Airport as shown on Airport Layout Plan (APN 116-180-04-34).

EXHIBIT "B"

Airport Sponsors Assurances

A. General.

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

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compability Program Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions and assurances of the grant agreement shall remain in full force and effect during the life of the project.

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

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

Federal Legislation

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

Executive Orders

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

Federal Regulations

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

- standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
 - h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
 - i. 49 CFR Part 20 - New restrictions on lobbying.
 - j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
 - k. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
 - l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
 - m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
 - n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.¹
 - o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
 - p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
 - q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise program implementation project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the

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

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty (60) days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under Section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

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

19. Operation and Maintenance.

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

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

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

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

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

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

and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classifications or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

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

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

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

25. **Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982 in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

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

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

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

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

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

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

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

29. Airport Layout Plan.

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

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

31. Disposal of Land.

- a. For land purchased under grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of

the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the current FAA Advisory Circulars for AIP project,

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

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

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

EXHIBIT "C"

COMMERCIAL OPERATOR'S LICENSE AGREEMENT

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

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

LIST AUTHORIZED ACTIVITIES

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

5. Commercial Operator agrees to pay to Owner for the privilege of doing business at the Airport the following sums and amounts:
 - A. Commercial Operator shall pay to City the sum of \$8,463.56 per year in advance, which sum is due on July 1st, and on the first day of July in each subsequent year.
 - B. The base rate will be increased by 5 percent annually throughout the term.
6. This Agreement is not assignable.
7. It is expressly agreed by Commercial Operator and Owner that all rights, privileges and liabilities imposed on both parties by this Agreement are subject and subordinate to any conditions, restrictions, limitations, rules or regulations of any agreement or any contract pertaining to said Airport between the United States Government or any Department or Agency thereof having jurisdiction over said Airport and the Owner, and to rules and regulations of the State of California.
8. Commercial Operator does hereby agree that (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said services, (b) that Commercial Operator shall render such services and activities reflected herein in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. It is further agreed that in the event of breach of any of this nondiscrimination clause, Owner shall have the right to terminate this Commercial Operator Agreement.
9. The property interest herein of Commercial Operator may be subject to property taxation of the possessory interest created thereby, and, if created, Commercial Operator, by reason of said possessory interest, may be subject to the payment of property taxes levied on said interest. In the event said taxes are so levied, Commercial Operator shall be responsible for payment thereof.
10. Commercial Operator shall not permit dumping of hazardous waste at the Airport premises.
11. This Agreement will be governed by and construed in accordance with the laws of the State of California.

CITY OF SUSANVILLE

COMMERCIAL OPERATOR

Kathie Garnier, Mayor

Name:

(Approved by City Council on _____)

ATTEST:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

EXHIBIT "C1"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL OPERATOR CATEGORIES

CATEGORY A. FLIGHT INSTRUCTION AND AIRCRAFT RENTAL:

A COMMERCIAL OPERATOR in this Category shall:

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

CATEGORY B. AIRCRAFT CHARTER AND TAXI:

A COMMERCIAL OPERATOR in this Category shall:

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

CATEGORY C. CROP DUSTING AND SPRAYING:

A COMMERCIAL OPERATOR in this Category shall:

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

CATEGORY D. AIRCRAFT SALES:

A COMMERCIAL OPERATOR in this Category shall:

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

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

A COMMERCIAL OPERATOR in this Category shall:

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

CATEGORY F. RADIO AND INSTRUMENT:

A COMMERCIAL OPERATOR in this Category shall:

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

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

A COMMERCIAL OPERATOR in this Category shall:

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

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

CATEGORY H. FLYING CLUBS:

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

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

1. The club shall be a non-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with an aircraft(s), for their personal use and enjoyment only. The ownership of the aircraft(s), must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

2. Flying clubs may not offer or conduct charter or air taxi. They may not conduct aircraft rental or flight instruction except for regular members. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics may be compensated by credit against payment of dues or flight time.

3. The flying club, with its permit request, shall furnish the Airport Management a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; evidence of insurance in the form of a certificate of insurance in force withhold harmless clause in favor of the Airport, its officers and employees (ten (10) days prior notice of cancellation shall be filed with Airport management); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by Airport management or his/her authorized agent.

4. A flying club, at any airport controlled by this same Airport management shall abide by and comply with all Federal, State and local laws, ordinances, regulations and the Rules and Regulations of this Airport management.

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

CATEGORY I. OTHER:

A COMMERCIAL OPERATOR in this Category shall:

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

EXHIBIT "D"

ORDINANCE NO. 87-697

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

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

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

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

CHAPTER 3

AIRPORTS AND AIRPLANES.⁶

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

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

SEC. 3.1. Generally

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

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

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

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

SEC 3.2 Purpose

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

SEC. 3.3. Definitions

- (a) "Aircraft" means a device that is used, or intended to be used for flight in the air, under the control of a pilot. It includes airplanes, helicopters, gliders and lighter-than-air devices, such as blimps and balloons.

- (b) "Aircraft parking/tie-down area" means a hard surfaced area that is equipped with devices to secure aircraft to the ground.

- (c) "Airport Manager" means the city employee person designated by the City Council to manage the airport or a designee.

- (d) "Airport Operator" means the person under a contract with the City to operate the airport pursuant to the terms of that contract.

- (e) "Apron" mean a hard surfaced area adjacent to hangars, repair shops, taxiways, runways or the like, used to load, unload, service or handle aircraft.

- (f) "Designated fuel pump area" means that area surrounding the fuel pumps, as marked on the asphalted surface.

- (g) "Pilot" shall mean an individual solely responsible for the control and operation of an aircraft.

- (h) "Terminal operations/passenger area" means that area immediately north

of the terminal building and south of the primary taxiway.

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

SEC. 3.4 Application and Authority

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

SEC. 3.5. Pilot Qualifications and Aircraft Certification

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

SEC. 3.6 Airport Operations

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

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

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

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

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

SEC. 3.7 Vehicle Regulations

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

SEC 3.8 Commercial and Business Activities

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

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

SEC. 3.9 Liability of the City

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

SEC. 3.10 Comprehensive Insurance Requirements

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

SEC. 3.11. Penalties

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

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

SEC. 3.12 Enforcement

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

SEC. 3.13. Airport Safety Rules and Regulations

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

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

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

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

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

APPROVED: 
David W. Foster, Mayor

ATTEST: 
Mary A. Pahlen, GMC/City Clerk

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

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


Mary A. Pahlen

Reviewed by  City Administrator

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

Submitted by: James M. Moore, Fire Chief

Action Date: September 4, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 19-5692 authorizing Capital improvements and vehicle purchase at the Susanville Fire Department.

PRESENTED BY: James M. Moore, Fire Chief

SUMMARY: It has become necessary to perform some building repairs, secure the department access, and replace the Chief vehicle. The roof on our building was installed in the late 1990s and has been repaired for leaks numerous times in the last 4-5 years. The warranty contractor has presented a solution that will reset the original roof warranty and add an additional 10-15 years of life to the roof. The fire station has received a grant to secure the back parking lot with a fence and electric gate we would like to add an RFID sensor unit to the gate motor to expedite fire apparatus access. We would also like to change our existing door hardware to RFID/Keypad access that would use employee ID cards for access, and all access can then be monitored, approved, and/or denied with a program keystroke. The Chief vehicle is 14 years old with over 100,000 miles, we purchased this vehicle used in 2012 with no knowledge of history, the vehicle is becoming unreliable and is showing signs of costly mechanical repairs in the near future.

FISCAL IMPACT: \$69,500 from the Fire Facilities and Equipment Reserve Fund to have roof repairs performed, gate access reader installed, purchase door hardware, and purchase a fire administration vehicle.

ACTION REQUESTED: Motion to approve Resolution No. 19-5692 authorizing expenditure of Fire Department Reserve funds for roof repair at 1505 Main St, purchase and installation of RFID reader on security gate, purchase of new door hardware, purchase of new fire administration vehicle, and authorizing the Finance Manager to increase the 2019/2020 Budget for these expenditures.

ATTACHMENTS: Resolution No. 19-5692

RESOLUTION NO. 19-5692
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING EXPENDITURE OF FIRE DEPARTMENT RESERVE FUNDS FOR
ROOF REPAIRS AT 1505 MAIN ST, PURCHASE AND INSTALLATION OF RFID
READER ON SECURITY GATE, PURCHASE OF NEW DOOR HARDWARE, AND
PURCHASE OF NEW FIRE ADMINISTRATION VEHICLE

WHEREAS, the Susanville Fire Department has a damaged and leaking roof that urgently needs repairs, an electric security gate that requires a sensor to facilitate apparatus access, door access hardware that is dated and insecure, and an administrative vehicle that is aging, becoming prone to repairs and unreliable; and

WHEREAS, the repairs and equipment are a necessary and valuable part of the public safety operation and facility security, the roof has reached the point where small repairs are no longer sufficient, the gate security and access will be facilitated with a sensor, the door hardware will increase accountability and security to the building, the administrative vehicle will allow staff to respond, and travel in a safe and reliable manor; and

WHEREAS, the Fire Department Facilities and Equipment Reserve fund has sufficient funding to make the repairs and replace the equipment.

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

1. The Fire Department is authorized to repair the roof at 1505 Main St, purchase RFID sensor for the security gate, purchase RFID door hardware, and purchase an administrative vehicle; and
2. The Finance Manager is authorized to amend the 2019/2020 Fiscal Year Budget for purchase of the equipment in the amount of \$69,000.00.

APPROVED: _____
Kevin Stafford, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 19-5692 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of September 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING.

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Jessica Ryan, City Attorney

Reviewed by:  City Administrator

AGENDA ITEM NO. 12A

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Mike Wilson, City Administrator

Action Date: September 4, 2019

CITY COUNCIL AGENDA ITEM

PRESENTED BY: Mike Wilson, City Administrator

SUBJECT: **Ordinance No. 19-1018** an Ordinance of the City of Susanville, California, Imposing a Transactions and use Tax of 1% to be used for Public Safety Services and to be administered by the State Board of Equalization, subject to approval of a 2/3 majority of the Electors voting on the Tax Measure at the General Municipal Election to be held on Tuesday, March 3, 2020

SUMMARY: At the 08/21/19 City Council Meeting, Council instructed Staff to prepare the proper paperwork placing a special sales tax measure on the 03/03/2020 ballot. The sales tax measure calls for a 1% sales tax increase with the proceeds from that sales tax going to public safety within the City of Susanville. Being a special tax, a 2/3 (super majority) vote is required to pass the measure.

The City of Susanville faces imminent budget shortfalls in all areas including public safety. Various community members stated that they would have supported measure J if it were a special tax in which the revenue generated from the increased sales taxes would solely benefit public safety.

Although there is no way to know for sure how much revenue an increase in sales tax will generate, Staff projects that a 1% sales tax increase will generate \$1,800,000 additional revenue per year.

The following are relevant dates and deadlines to place a tax measure on the March 2020 ballot. The City Clerk is confirming these with the County Clerk so this is just to give an idea of the time frames to get a measure on the ballot.

- **Sept. 4, 2019 City Council Meeting**
- Sept. 13, 2019 Suggested last day to file petitions regarding measures
- **Sept. 18, 2019 City Council Meeting**
1st reading of ordinance for ballot measure
- **Oct. 2, 2019 City Council Meeting**
2nd reading of ordinance for ballot measure
- Oct. 14, 2019 Suggested last day for Council to adopt resolutions
- Oct. 15, 2019 Suggested last day to post notice of deadline for filing arguments and impartial analyses

- Election official to publish notice of election – measures only, no candidates
- **October 16, 2019 City Council Meeting**
- **Nov. 6, 2019 City Council Meeting**
- **Nov. 20, 2019 City Council Meeting**
- **Dec. 4, 2019 City Council Meeting**
- Dec. 6, 2019 Last day to call election for ballot measures
Last day for county to receive resolutions requesting consolidation of election
- County Calendar Last day to file arguments (suggested to be 7-14 days after Council calls the election and the actual deadline is up to the County)
Last day to file rebuttal arguments (10 days after arguments)
- **Dec. 14, 2019 City Council Meeting**
- **March 03, 2020 Election Day**

FISCAL IMPACT: Projected \$1.8 Million per year in additional tax revenue

ACTION REQUESTED: First Reading of Ordinance No. 19-1018

Attachment: Ordinance No. 19-1018

ORDINANCE NO. 19-1018
AN ORDINANCE OF THE CITY OF SUSANVILLE, CALIFORNIA, IMPOSING A
TRANSACTIONS AND USE TAX OF 1% TO BE USED FOR PUBLIC SAFETY
SERVICES AND TO BE ADMINISTERED BY THE STATE BOARD OF
EQUALIZATION, SUBJECT TO APPROVAL OF A 2/3 MAJORITY OF THE ELECTORS
VOTING ON THE TAX MEASURE AT THE GENERAL MUNICIPAL ELECTION TO BE
HELD ON TUESDAY, MARCH 3, 2020

The City Council of the City of Susanville does ordain as follows:

Section 1: Chapter 3.16 of the Susanville Municipal Code is hereby repealed and replaced with the following, to be numbered entitled and to read as follows:

CHAPTER 3.16
TRANSACTION AND USE TAX

3.16.010 Ordinance Title

This ordinance shall be known as the City of Susanville Transactions and use Tax Ordinance. This ordinance shall be applicable in the incorporated territory of the City of Susanville, which shall be referred to herein as "City."

3.16.020 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 the adoption being as set forth below.

3.16.030 Purpose

This ordinance is adopted to achieve the following, among 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 Sections 7286.65 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a two-thirds 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 for the purpose of raising revenue for public safety municipal purposes. All taxes, penalties and interest collected under this Chapter 3.16 shall be deposited in an account separate and apart from the general fund and shall be designated for the use and used in providing of Public Safety Services.
- C. To adopt a retail transactions and use tax ordinance which incorporates provisions identical to those of the Sale and Use Tax laws 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.

- D. To adopt a retail transactions and use tax ordinance which imposes a tax and provides a measure therefore that can be administered and collected by State Board of Equalization in a manner that adopts itself as fully as practicable to, and requires the least possible deviation from the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.
- E. To adopt a retail transactions and use tax ordinance which can be administered in a manner which 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.

3.16.040 Contract with State

Prior to the operative date, the City shall contract with the State Board of Equalization 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 State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be on the first day of the first calendar quarter following the execution of such a contract.

3.16.050 Transaction 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 one percent (1%) of the gross receipts of any retailer for the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance. This amount is in addition to any existing or future authorized state or local sales tax or transactions and use tax.

3.16.060 Accounting for Revenue

All net revenues when received and all interest on said revenues shall be placed in an account separate and apart from the general fund and shall be designated for use and used in the providing of Public Safety Services as defined herein consistent with California Government Code Section 30052 and the net revenues derived here from shall be used in addition to, and not to supplant, or in any way replace or serve as a substitute for, the level of funding for the City of Susanville Police Department and the City of Susanville Fire Department that was provided from other revenue sources by the City of Susanville for the 2019-2020 fiscal year.

- A. Commencing the first Wednesday in April 2020, and then continuing every three months thereafter, a report detailing the use of all funds collected pursuant to this Ordinance shall be presented for review to the City Council.
 - 1. All the reasonable and necessary administrative costs shall be paid for from the funds collected pursuant to this Ordinance;

2. All funds received pursuant to this Ordinance shall be distributed and used as described herein as soon as reasonably possible following every quarterly report as described in Section 6.A. However, under no circumstances shall use and distribution of funds received pursuant to this Ordinance take place later than the first Wednesday in April 2020.
- B. "Public Safety Services" includes only the following services administered by the Police and Fire Department:
1. Augmentation of the base wages, any increase in the costs of fringe benefits, and any increase in the cost of retirement, excluding any overtime compensation, for all Fire Department and Police Department personnel.
 2. Additional police officers for programs, including, but not limited to:
 - a. School resource officer;
 - b. Gang activity surveillance and suppression;
 - c. Drug intervention including enforcement and prevention;
 - d. Neighborhood patrols.
 - e. Traffic Officer
 - f. Code Enforcement/Blight Eradication Officer
 3. Providing improved police officer and fire fighter equipment.
- C. The City will meet and confer in good faith with the City of Susanville Peace Officer Association and the Operating Engineers Local Union No. 3 Fire Fighters regarding the administration and use of all funds received pursuant to this Ordinance; unless otherwise specified herein. In the event the parties reach an impasse and are unable to reach an agreement, the City retains the ultimate authority to determine the use of said funds.

3.16.070 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 the retailer's 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 of California 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 State Board of Equalization.

3.16.080 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 one (1%) percent of the sales price of the property. The sales price 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.

3.16.090 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 thought fully set forth herein.

3.16.100 Limited 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 the City shall be substituted therefore. 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 Board of Control, State Board of Equalization, 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 the City or any agency, officer, or employee thereof rather than by or against the State of Board of Equalization in performing the functions incident to and 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 provision of Part 1 of Division 1 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.

3.16.110 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.

3.16.120 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.

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 the retailer's 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 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 Section 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.

3.16.130 Amendments

A. 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.

B. The foregoing amendments shall not require voter approval.

C. The following amendments to this ordinance must be approved by the voters of the City: increasing the tax rate or revising the methodology for calculating the tax such that a tax increase would result; imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of the preceding paragraph.)

3.16.140 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.

3.16.150 Implementing Policies

Upon approval of this ordinance by a two thirds majority of the voter, the City shall agree upon the necessary provisions of a Memorandum of Understanding between the City of Susanville and the City of Susanville Peace Officers Association, and shall adopt policies and take such other action as may be necessary for the immediate implementation of the transactions and use tax authorized by this ordinance.

3.16.160 Annual Audit

Pursuant to Section 1215 of the City's Charter, as may be amended, the revenues from the tax imposed by this Chapter shall be subject to the annual audit performed by the City's independent auditor of the City's municipal books, records, accounts and fiscal procedures and which is reported in the City's Comprehensive Annual Financial Report.

3.16.170 Citizen Oversight Committee

An Independent Citizens Oversight Committee appointed by the City Council shall review the expenditures of revenues generated by the tax imposed by this Chapter.

3.16.180 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.

3.16.190 Penalty for Violation

Any person violating any of the provisions of this ordinance shall be guilty of an infraction and upon conviction thereof shall be punished as provide in the government code of the state of California.

3.16.200 Effective Date and Operative Date

This ordinance relates to the levying and collection of the City's transactions and use taxes and shall become effective immediately and shall become operative only if approved by a 2/3 majority of the voters voting on the measure in at the March 3, 2020 General Municipal Election.

INTRODUCED at a regular meeting of the City Council of the City of Susanville, California, on the ____ day of _____, 2019, and adopted at a regular meeting of the City Council of the City of Susanville, California, on the ____ day of _____, 2019.

APPROVED: _____
Kevin Stafford, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Ordinance No. 19-1018 was adopted at a regular meeting of the City Council of the City of Susanville, held on the ____ day of _____, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney