
CITY OF SUSANVILLE
66 N. Lassen Street • Susanville CA
Mendy Schuster, Mayor
Russ Brown, Mayor pro tem
Dawn Miller • Patrick Parrish • Curtis Bortle

Susanville City Council
Regular Council Meeting • City Council Chambers
Wednesday, August 21, 2024 – 4:30 PM

CALL TO ORDER
ROLL CALL

1. **APPROVAL OF AGENDA:** *(Additions and/or Deletions)*
2. **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS** *(if any): Any person may address the Council at this time upon any subject for discussion during Closed Session.*
3. **CLOSED SESSION:**
 - A. *PUBLIC EMPLOYMENT - pursuant to Government Code Section §54957*
 1. *City Manager evaluation*
 - B. *CONFERENCE WITH LABOR NEGOTIATORS - pursuant to Government Code Section §54957.6*
 1. *Administrative Unit*
 2. *Management Unit*
4. **RETURN TO OPEN SESSION:** *(recess if necessary)*
 - *Reconvene in open session at 5:00pm*
 - *Pledge of allegiance*
 - *Invocation*
 - *Report any changes to agenda*
 - *Report any action out of Closed Session*
 - *Proclamations, awards or presentations by the City Council*
 - ***Employee Recognitions***
5. **BUSINESS FROM THE FLOOR:** *Any person may address the Council at this time upon any subject on the agenda or not on the agenda within the jurisdiction of the City Council. However, comments on items on the agenda may be reserved until the item is discussed and any matter not on the agenda that requires action will be referred to staff for a report and action at a subsequent meeting.*
Presentations are subject to a five-minute limit.
6. **CONSENT CALENDAR:** *All matters listed under the Consent Calendar are considered to be routine by the City Council. There will be no separate discussion on these items. Any member of the public or the City Council may request removal of an item from the Consent Calendar to be considered separately.*
 - 6.A [Minutes of the City Council August 7, 2024 regular meeting.](#)
7. **PUBLIC HEARINGS:**
 - 7.A [**REVISED Resolution** Consider Resolution No. 24-6350, approving increased water rates beginning October 1, 2024, and each year thereafter for the following four years.](#)

8. COUNCIL DISCUSSION/ANNOUNCEMENTS:

9. NEW BUSINESS:

9.A Natural Gas Enterprise Annual Update

9.B Consider appointment of Susanville Planning Commissioners.

9.C Consider Resolution No. 24-6345, authorizing the Public Works Director to sign a agreement with Before the Movie to provide public awareness safety advertisement for the City of Susanville's Natural Gas Division.

9.D Consider Resolution No. 24-6346, authorizing the Public Works Director to close one block of Sunkist Drive in front of the Senior Center for the purpose of a Superhero Fun Run and walk on Saturday, October 5, 2024, from 6:00am to 12:00pm.

9.E Consider Resolution No. 24-6347, authorizing the City of Susanville to agree to the terms of service agreement with the Stripe, Inc. to provide the processing of payments for Solar App Plus to the City of Susanville.

9.F Consider Resolution No. 24-6348, authorizing Mayor to sign Amendment No. 4 to Agreement No. 19-03 Between REY and the city of Susanville for the design phase of Southeast Gateway Project.

9.G Consider Resolution No. 24-6349, authorizing the City Manager to execute an agreement for professional services with R.E.Y. Engineers Inc. to assist in the Southeast Gateway Project with Construction Management, Inspection, and Material Testing Services and to authorize the Finance Director to adjust the budget as necessary.

10. SUSANVILLE COMMUNITY REDEVELOPMENT AGENCY: No business.

11. SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12. CONTINUING BUSINESS:

12.A Discussion regarding consideration of a temporary moratorium on Public Facility Impact Fees

13. CITY MANAGER'S REPORTS:

13.A Department Reports

14. FUTURE COUNCIL ITEMS:

14.A Future Council Items

15. ADJOURNMENT:

- **The next regular meeting of the Susanville City Council will be held on September 4, 2024 at 4:30PM.**

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.net, 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, Heidi Whitlock, certify that I caused to be posted notice of the regular meeting scheduled for August 21, 2024 in the areas designated on August 16, 2024.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: August 21, 2024

SUBJECT: Minutes of the City Council August 7, 2024 regular meeting.

PRESENTED BY: Heidi Whitlock, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's August 7, 2024 regular meeting.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to waive the reading of and approval to receive and file the City Council's minutes from the August 7, 2024 regular meeting.

ATTACHMENTS:
[240807.cc.min.draft.pdf](#)

SUSANVILLE CITY COUNCIL
Regular Council Meeting Minutes
WEDNESDAY, AUGUST 7, 2024 – 5:00 PM

Mayor Schuster called the meeting to order at 5:00pm.

Roll Call of Councilmembers Present: Schuster, Bortle, Parrish, Miller

Absent: Brown

1. APPROVAL OF AGENDA:

Moved by Miller; seconded by Bortle to approve the agenda.

Motion: 4 - 0

Voting For: Schuster, Bortle, Parrish, Miller

Voting Against: None

Absent: Brown

2. PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any): No closed session.

3. CLOSED SESSION: No business.

4. RETURN TO OPEN SESSION: Mayor Schuster stated that the meeting was starting at 5:00pm due to there being no closed session.

The Pledge of Allegiance and Invocation were provided.

5. BUSINESS FROM THE FLOOR:

Jim McCarthy, public, reported that the abatement areas previously brought forward are now showing progress. He expressed that he was happy to see it moving forward.

William Tezak, public member and stated agent and heir to the estate of the Tezak Trust, addressed the Council to state his dissatisfaction with the abatement process and the process that the city is taking regarding the properties addressed in the public hearings.

6. CONSENT CALENDAR:

Moved by Bortle; seconded by Parrish to approve.

Motion Carried: 4 - 0

Voting For: Schuster, Bortle, Parrish, Miller

Voting Against: None

Absent: Brown

6.A Minutes of the City Council July 16, 2024 special meeting.

Motion to waive the reading of and approval to receive and file the City Council's minutes from the July 16, 2024 special meeting.

240716.cc.spec.min.draft.pdf

6.B Vendor and payroll warrants

Motion to receive and file

[06-27-24.pdf](#)

[06-28-24.pdf](#)

[07-05-24.pdf](#)

[07-10-24.pdf](#)
[07-11-24.pdf](#)
[07-18-24.pdf](#)
[07-25-24.pdf](#)

- 6.C Consider **Resolution No 24-6344**, approving and authorizing the modification and conditions to the Memorandum of Understanding with the Susanville Police Officers Association Bargaining Unit

Motion to approve Resolution No. 24-6344, approving and authorizing the modification and conditions to the Memorandum of Understanding with the Susanville Police Officers Association Bargaining Unit

[Side Letter No. 2.pdf](#)
[24-6344.pdf](#)

7. **PUBLIC HEARINGS:**

- 7.A Consider **Resolution No. 24-6335**, approval the issuance of a Nuisance Abatement Order for 1409 Fourth Street (APN 105-045-004-000), declaring dogs owned by John Murray to be a Nuisance.

Mayor Schuster opened the Public Hearing at 5:07pm.

Kelly Mumper, City Planner, provided an explanation of the item and requested approval of Resolution No. 24-6335.

John Murray, public and property owner, responded to the item on the hearing.

William Tezak, public, provided his understanding of what a public nuisance was to the Council and stated that he did not believe the item was valid.

Council Member Parrish inquired as to whether or not Mr. Murray made any attempts to remedy the situation to which Mr. Mumper responded that, while he made some changes, there was never an attempt made to secure a use permit. He added that additional complaints have been submitted regarding the dogs since the process has started due to the noise and the smell coming from the property.

Council Member Bortle inquired as to whether or not an abatement order such as this has been approved before to which Mr. Mumper responded.

Public Hearing closed at 5:30pm.

[Public Notice_Post_ 1409 Fourth St.docx](#)
[1409 4th St. Nuisance Abatement Order.docx](#)
[Notice of Intent to Declare Public Nuisance-Public Hearing.docx](#)
[Partially Redacted Complaint Form.pdf](#) [24-7-15 Inspection Report.docx](#)
[24-7-9 Inspection Report.docx](#)
[7-9-24 Inspection Photo.jpg](#)
[Public Notice-Physical Posting to Residence.jpg](#)
[7-24-24 Inspection Photo.jpg](#)
[7-26-24 Site Inspection Photo.jpg](#)
[24-6335.pdf](#)

Motion to approve Resolution No. 24-6335, approving the issuance of a Nuisance Abatement Order for 1409 Fourth Street (APN 105-045-004-000), declaring dogs owned by John Murray to be a Nuisance.

Moved by Bortle; seconded by Parrish to approve.

Motion Carried: 4- 0

Voting For: Schuster, Bortle, Parrish, Miller

Voting Against: None

Absent: Brown

- 7.B Consider **Resolution No. 24-6336**, considering a Cost Report for Administrative Penalties in the amount of \$10,000.00 to the owners of 811 Cottage Street APN (103-323-015-000).

Mayor Schuster opened the Public Hearing at 5:31pm.

Mr. Mumper provided an explanation of the item for Council and requested approval of Resolution No. 24-6336. Mr. Mumper added that, based on his knowledge, there is no one present who is qualified to talk on behalf of the property.

William Tezak stated that he is the president and can talk regarding the property.

Margaret Long, City Attorney, reviewed the state of Nevada listing and stated that there was nothing showing that Mr. Tezak had authority. Mr. Tezak responded that it was moved to Wyoming. Ms. Long reviewed the Wyoming listing and found that he is the president although the taxes are delinquent.

William Tezak, president of Caribbean Investments, Inc., provided his opinion on the city's ordinance being unconstitutional and stated what would be filed if the Council moved forward with placing the lien on the title. He then briefed the Council on what was submitted to staff earlier in the week. He added that he was a victim of bad tenants. He continued that he is ready to go to court for employee misconduct and will be litigating the slander of his property. He concluded that this has been going on for three years and will now end.

Council Member Miller inquired as to when the Nevada Corporation was terminated to which Ms. Long responded 2016 and the Wyoming one was started in 2016 as well.

Public Hearing closed at 5:57pm.

Ms. Long reminded the Council that this item has already been heard and approved through the Planning Commission. At this time, the only item looking for review and comment is the cost report.

[24-6336.pdf](#)

[Cost Report - 811 Cottage Street.docx](#)

[Nuisance_Abatement_Order_After_Hearing_NA2023-002_811_Cottage.pdf](#)

Motion to approve Resolution No. 24-6336, approving the Cost Report for Administrative Penalties in the amount of \$10,000.00 to the owners of 811 Cottage Street APN (103-323-015-000). Moved by Bortle; seconded by Parrish to approve.

Motion Carried: 4- 0

Voting For: Schuster, Bortle, Parrish, Miller

Voting Against: None

Absent: Brown

7.C Consider **Resolution No. 24-6337**, considering a Lien for Administrative Penalties in the amount of \$10,000.00 to the owners of 811 Cottage Street APN 103-323-015-000.

Mayor Schuster opened the Public Hearing at 5:58pm.

Mr. Mumper provided an explanation of the item for Council and requested approval of Resolution No. 24-6337.

Mr. Tezak stated that he has never been notified and that Mr. Mumper knows where his business address is and never sent mail to that address.

Mr. Mumper responded that he sent notices to the legal address provided.

Mr. Tezak continued to respond to the item.

Penny Shanahan property owner next to Mr. Tezak's Cottage Street property, stated that it needs addressing and that Mr. Tezak should take some accountability.

Richard Barker, public, stated that he has assisted Mr. Tezak board up the building and, as far as he knows, there is no one in the building, but they will be checking.

Public Hearing closed at 6:15pm

[24-6337.pdf](#)

Motion to approve Resolution No. 24-6337, approving a Lien for Administrative Penalties in the amount of \$10,000.00 to the owners of 811 Cottage Street APN 103-323-015-000.

Moved by Miller; seconded by Bortle to approve.

Motion Carried: 4- 0

Voting For: Schuster, Bortle, Parrish, Miller

Voting Against: None

Absent: Brown

7.D Consider **Resolution No. 24-6338**, considering a Cost Report for Administrative Penalties in the amount of \$10,000.00 to the owners of 713 Cottage Street APN (103-321-020-000).

Mayor Schuster opened the public hearing at 6:15pm.

Mr. Mumper provided an explanation of the item for Council consideration and requested approval of Resolution No. 24-6338. He added that this property is represented by Tezak Family Trust, not Caribbean Investments, and William Tezak is not an authorized person to discuss this property.

Discussion occurred on whether or not Mr. Tezak could discuss this property. Ms. Long stated that, based on the nuisance abatement items, Peter Talia, attorney, and David Tezak are those who can discuss Tezak Trust property and not William Tezak. However, Mr. Tezak was welcome to still provide public comment for 3 minutes.

William Tezak stated that he is supposed to get the 10 minutes as he is the rightful person.

Public Hearing closed at 6:23pm.

[24-6338.pdf](#)

[Nuisance_Abatement_Order_After_Hearing_NA2023-001_713_Cottage.pdf](#)

[Cost Report - 713 Cottage Street.docx](#)

Motion to approve Resolution No. 24-6338, approving a Cost Report for Administrative Penalties in the amount of \$10,000.00 to the owners of 713 Cottage Street APN (103-321-020-000).

Moved by Miller; seconded by Bortle to approve.

Motion Carried: 4- 0

Voting For: Schuster, Bortle, Parrish, Miller

Voting Against: None

Absent: Brown

- 7.E Consider **Resolution No. 24-6339**, considering a Lien for Administrative Penalties in the amount of \$10,000.00 to the owners of 713 Cottage Street APN 103-321-020-000.

Mayor Schuster opened the public hearing at 6:23pm.

Mr. Mumper provided an explanation of the item for Council consideration and requested approval of Resolution No. 24-6339.

Mr. Tezak again stated that he had been denied his due process by not being allowed his 10 minutes. He added that Mr. Mumper has made an error as there is an incorrect APN number listed on the document.

Public Hearing closed at 6:29pm.

[24-6339.pdf](#)

Motion to approve Resolution No. 24-6339, approving a Lien for Administrative Penalties in the amount of \$10,000.00 to the owners of 713 Cottage Street APN 103-321-020-000.

Moved by Bortle; seconded by Parrish to approve.

Motion Carried: 4- 0

Voting For: Schuster, Bortle, Parrish, Miller

Voting Against: None

Absent: Brown

- 7.F Consider **Ordinance No. 24-1044**, amending Title 17 of the Susanville Municipal Code to add sections which regulate and streamline density bonus and affordable housing incentives, accessory dwelling units (ADU's), reasonable accommodations, multifamily design standards, and establishing standards for their uses.

Mayor Schuster opened the public hearing at 6:29pm.

Mr. Mumper presented the item to Council for consideration and requested Ordinance No. 24-1044 be brought back at the next meeting for adoption.

William Tezak, public, inquired as to why the city would want to duplicate state law since it already exists. He stated that he will be submitting many public records requests and stated that if the attorney fails to provide the documents requested writs will be filed.

Eileen Richard, public, stated her concerns with the administrative reports and how much control the state is now trying to have on their properties.

Jacqui Henry, public, stated that she wanted to actually address Mr. Tezak. However, she stated that she does not appreciate the language that he uses and that it appears to just be a lot of innuendos and not a lot of legal jargon.

Council Member Bortle inquired as to what happens if the city decides not to adopt the state's standards. Is it adopted by default as it is state law?

Mr. Mumper stated that yes, typically, the city will also adopt the new regulations as they have to go by them.

Mayor Schuster closed public hearing at 6:47pm.

[PC Recommendation to CC Resolution No. 24-1175.pdf](#) [Public Hearing Notice ADU-OD-RO Ord. .docx](#) [Administrative Report and CEQA Determination.docx 24-1044.pdf](#)

Motion to waive the first reading and introduce Ordinance No. 24-1044, amending Title 17 of the Susanville Municipal Code to add section which regulate and streamline density bonus and affordable housing incentives, accessory dwelling units (ADU's), reasonable accommodations, multifamily design standards, and establishing standards for their uses.

Moved by Miller; seconded by Parrish to approve.

Motion Carried: 4- 0

Voting For: Bortle, Parrish, Miller, Schuster

Voting Against: None

Absent: Brown

Council Member Bortle requested a recess at 6:48pm.

8. **COUNCIL DISCUSSION/ANNOUNCEMENTS:** The Council reconvened in open session at 6:57pm.

Council Member Bortle provided the Land Acknowledgement Statement.

9. **NEW BUSINESS:**

- 9.A Consider **Resolution No. 24-6340**, authorizing the Public Works Director to execute standard agreement with the State of California Office of California Energy Commission and accepting \$40,000 in grant funding from the California Automated Permit Processing Program(CalAPP).

Bob Godman, Public Works Director, provided an explanation of the item and requested Council approval of Resolution No. 24-6340.

No comments.

[24-6340.pdf](#)

[APP-22-266 CEC Grant 1.pdf](#)

[2024 SolarAPP.Agreement 1.pdf](#)

Motion to approve Resolution No. 24-6340, authorizing the Public Works Director to execute standard agreement with the State of California Office of California Energy Commission and

accepting \$40,000 in grant funding from the California Automated Permit Processing Program(CalAPP).

Moved by Miller; seconded by Parrish to approve.

Motion Carried: 4- 0

Voting For: Schuster, Bortle, Parrish, Miller

Voting Against: None

Absent: Brown

- 9.B Consider **Resolution No. 24-6341**, Authorizing the Public Works Director to enter into a Lease Agreement with LEAF and maintenance agreement with Forest Office Equipment for a new Kyocera 4054ci printer located at 606 Nevada Street, City's Engineering Division and authorize the Finance Director to make necessary budget amendments to the 7620 budget if needed for the agreements.

Director Godman provided an explanation of the item and requested Council approval of Resolution No. 24-6341.

[24-6341.pdf](#)

[Proposal City Of Susanville Public Works \(Engineering\) 5054ci 7-5-24.pdf](#)

Motion to approve Resolution No. 24-6341, Authorizing the Public Works Director to enter into a Lease Agreement with LEAF and maintenance agreement with Forest Office Equipment for a new Kyocera 4054ci printer located at 606 Nevada Street, City's Engineering Division and authorize the Finance Director to make necessary budget amendments to the 7620 budget if needed for the agreements.

Moved by Bortle; seconded by Miller to approve.

Motion Carried: 4- 0

Voting For: Schuster, Bortle, Parrish, Miller

Voting Against: None

Absent: Brown

- 9.C Consider **Resolution No. 24-6342**, Authorizing Mayor to sign Agreement between the City of Susanville (City) and Placer Labs, Inc., for data analytic software annual subscription.

Tamra Spade, Economic Development Director, provided an explanation of the item and requested Council approval of Resolution No. 24-6342.

Council Member Bortle inquired as to what it analyzed, and Ms. Spade responded foot traffic, where customers are coming from, traffic counts, etc...

Mayor Schuster inquired as to where this comes out of in the budget.

Ms. Spade responded that it would come out of the Economic Development Department 's professional services budget line.

[24-6342.pdf](#)

[Order Form - City of Susanville - 07.17.2024.docx](#)

Motion to approve Resolution No. 24-6342, Authorizing Mayor to execute Agreement between the City of Susanville (City) and Placer Labs, Inc., for the data analytic software annual subscription.

Moved by Miller; seconded by Parrish to approve.

Motion Carried: 4- 0
Voting For: Schuster, Bortle, Parrish, Miller
Voting Against: None
Absent: Brown

- 9.D Consider **Resolution No. 24-6343**, authorizing the purchase of a back up pump motor with the purchase split between Water, Geothermal and the Golf Course, and authorize the Finance Director to adjust the Water, Geothermal and Golf Course budgets, as necessary.

Director Godman provided an explanation of the item and requested Council approval of Resolution No. 24-6343.

[24-6343.pdf](#)
[Back up motor quote.pdf](#)

Motion to approve Resolution No.24-6343, authorizing the purchase of a back-up pump motor with the purchase split between Water, Geothermal and the Golf Course, and authorize the Finance Director to adjust the Water, Geothermal and Golf Course budgets, as necessary.
Moved by Bortle; seconded by Parrish to approve.

Motion Carried: 4- 0
Voting For: Schuster, Bortle, Parrish, Miller
Voting Against: None
Absent: Brown

- 9.E Consider appointing an ad hoc committee for the purpose of developing sub-recipient agreements for distributing the American Rescue Plan Act (ARPA) funds.

Margaret Long, City Attorney, provided an explanation of the item and requested Council direction.

Council Member Bortle made a motion to appoint Mayor pro tem Brown and Council Member Miller. Parrish seconded.

Mayor Schuster made a subsequent motion for Council Member Miller and Council Member Parrish. Parrish seconded.

Discussion occurred regarding why the appointments were made.

Council Member Parrish made a second subsequent motion for Council Member Bortle and Council Member Miller to serve on the ad hoc committee. Bortle seconded.

Mayor Schuster requested a polled vote for the most recent motion. Parrish - aye; Miller - no; Schuster - no; Bortle - no. Motion failed.

Mayor Schuster requested a polled vote for Council Member Miller and Council Member Parrish. Parrish - aye, Miller - aye, Schuster - aye., Bortle - aye. Motion carried unanimously.
Moved by Schuster; seconded by Parrish to approve.
Motion Carried: 4- 0
Voting For: Schuster, Bortle, Parrish, Miller
Voting Against: None
Absent: Brown

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

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

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

13. **CITY MANAGER'S REPORTS:**

13.A Department Reports

Information only.

The attending department heads provided updates on the current happenings within their departments.

14. **FUTURE COUNCIL ITEMS:**

14.A Future Council Items

Council Member Miller requested information to be brought regarding the Silver Sneakers group for the pool.

Council Member Bortle stated that community members are requesting trash service at Inspiration Point as there are people who pick up trash and need a place to put it.

Council Member Parrish stated that there should be discussion regarding the gas prices in town.

[240807.FutureItemsList.pdf](#)

15. **ADJOURNMENT:** Adjourned at 7:40pm.

Heidi Whitlock, City Clerk

Schuster, Mayor

Approved on:

AGENDA ITEM NO. 7.A
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Bob Godman, Public Works

Action Date: August 21, 2024

SUBJECT: **REVISED Resolution** Consider **Resolution No. 24-6350**, approving increased water rates beginning October 1, 2024, and each year thereafter for the following four years.

PRESENTED BY: Bob Godman, Public Works Director and Dan Bergmann

SUMMARY:

The last rate study was done by City staff in September 2016. The result of that rate study and city council action was new rates in place January 2017 pursuant to Resolution No. 16-5339 on December 7, 2016. Accordingly, those rates have been in place for the past seven years. The City contracted with Dan Bergmann of IGService to conduct a rate study reviewing the financial status of the water enterprise, and to reset rates consistent with cost-of-service guidelines pursuant to California's Proposition 218. The conclusions of the rate study were presented by Mr. Bergmann at the June 19th City Council meeting, at which time City Council approved issuance of a rate increase notice to all customers. The rate increase notice was mailed July 3, 2024, allowing 45 days prior to the rate hearing, pursuant to Proposition 218. The formal written report was completed June 28th and placed on the City's website as stated in the rate increase notice, which is included in this staff report.

FISCAL IMPACT:

The fiscal impact in the first full year is a projected revenue increase of \$311,000, or 15 percent based on FY24 projected revenue. The fiscal impact in the second full year will be an additional \$358,000 based on the additional 15 percent if it is fully needed. Assuming water sales do not increase and both 15 percent increases are implemented, the Operating Cash will become negative for FY25 and FY26, but then become positive and grow to \$411,000 by FY29, the fifth year of the rate-setting period.

Regarding compliance with the Series 2019 bond covenant to collect 25 percent more net revenue than the bond payment amounts, the

bond covenant will still be met even during the years of operating cash losses. This is because the infrastructure surcharge revenue collected is counted as operating revenue, whereas the expenditures of infrastructure funds are classified primarily as capital improvements.

ACTION REQUESTED:

Motion to approve Resolution No. 24-6350, approving increased water rates beginning October 1, 2024, and each year thereafter for the following four years.

ATTACHMENTS:

[Water Rate Study Report.docx](#)
[24-6350.doc](#)

Water Rate Study Report

ACTION REQUESTED: The City Council is recommended to approve increased water rates beginning October 1, 2024, and each year thereafter for the following four years. A proposed resolution is included.

BACKGROUND: The last rate study was done by City staff in September 2016. The result of that rate study and city council action was new rates in place January 2017 pursuant to Resolution No. 16-5339 on December 7, 2016. Accordingly, those rates have been in place for the past seven years. The City contracted with Dan Bergmann of IGService to conduct a rate study reviewing the financial status of the water enterprise, and to reset rates consistent with cost-of-service guidelines pursuant to California's Proposition 218. The conclusions of the rate study were presented by Mr. Bergmann at the June 19th City Council meeting, at which time City Council approved issuance of a rate increase notice to all customers. The rate increase notice was mailed July 3, 2024, allowing 45 days prior to the rate hearing, pursuant to Proposition 218. The formal written report was completed June 28th and placed on the City's website as stated in the rate increase notice, which is included in this staff report.

DISCUSSION:

Revenue Increases Needed. The overall revenue increases recommended in the rate study are:

- 15 percent the first year,
- 15 percent the second year, and
- 4 percent in the following three years.

The following is an explanation of the process to determine the revenue needed over the next five-year period, and the rationale for setting rates. The revenue determination is for the total needed, whereas the rate setting to customers varies from the overall 15 percent based on customer type.

Operating Cash vs. Infrastructure Cash. The water enterprise is comprised of two major funds for planning purposes: Available Operating Cash (Fund 7110) for operations, and Infrastructure Cash (Fund 7114) defined in Resolution 16-5339 for infrastructure replacement. In the rate study, the Infrastructure Fund and associated customer surcharges are preserved. A capital improvement program is outlined utilizing available Infrastructure Fund revenue during the five-year planning period of the rate study. The rate study resets rates based on achieving a healthy level of operating cash after the infrastructure surcharges have been collected and credited to the infrastructure fund.

Operating Expenses are Up. Operating expenses of the water enterprise have been increasing since the last rate study, primarily driven by inflation. Specifically, over the past five years, costs for operations and maintenance have increased 34 percent, or \$450,000. Without an increase in revenue for the water enterprise, the available fund balance for operating cash will become negative in FY25. A revenue increase is needed to balance operating costs with operating expense such that the operating cash fund balance be maintained at a positive amount, and ideally grow to provide some level of operating cash reserve. For example, a twenty percent reserve balance of one year's expenses of two million dollars would be \$600,000. Based on the

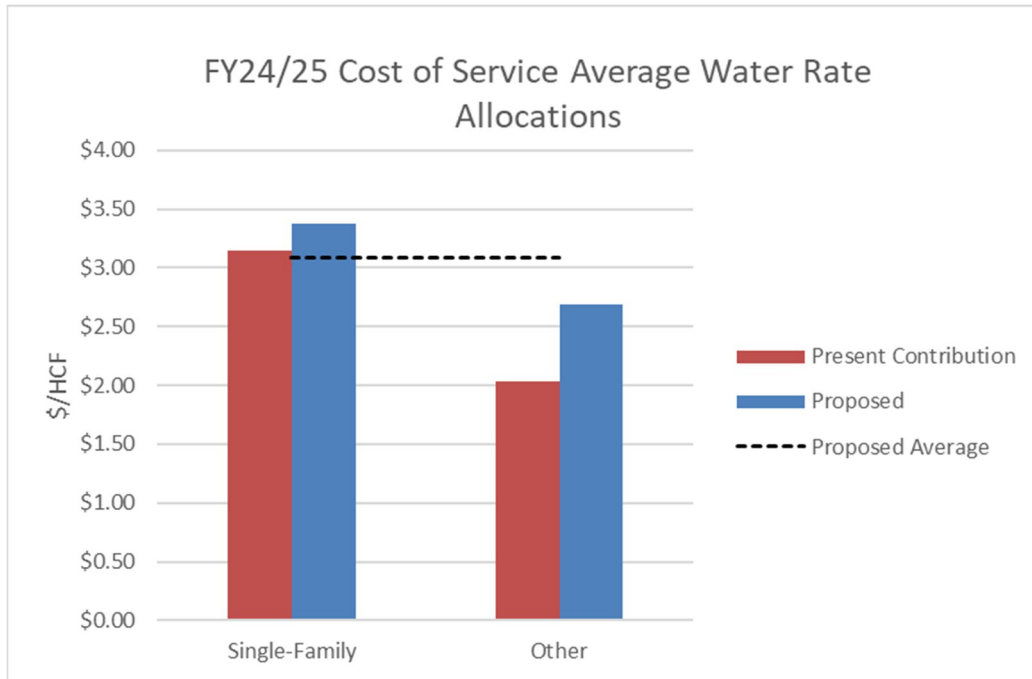
proposed increases in the rate study, operating cash reserves would increase to \$412,000 by the end of five years, significant movement toward a healthy fund balance.

Water Sales are Down. Water sales volumes for FY24 are projected to be seven percent lower than FY23. This is a result of less irrigation coming out of the drought and because of the long spring reaching into summer 2023 following the very long winter. The result is a projected seven percent lower revenue for FY24. For planning purposes, the assumption is that lower water sales will continue; however, the proposed rate increases are staged such that if increased sales occur in FY25, the rate increase for FY26 can be less than the 15 percent proposed for the second year. (Rates can be lowered by City Council approval without going through the Proposition 218 process but can't be increased.) Accordingly, in Fall of 2025, a review can be done of water sales to determine if the second rate increase for October 2024 can be less than 15 percent the second year.

Water Rate Increases. Consistent with the existing rate structure, seasonal rates are retained: Higher Irrigation rates for May through October, and lower Non-Irrigation rates for November through April. The existing seasonal rate difference is \$0.50 per hundred cubic feet (HCF). The proposed difference from the rate study is \$0.57 based on the calculated cost premium to provide water in the irrigation months. This results in customers paying slightly more in summer versus winter.

The existing rate structure includes 300 cubic feet of water in the base charge each month. This means customers pay for 300 cubic feet if they use it or don't use it. The proposed rate structure does not include any water in the base charge such that customers pay for all volumes used. To compensate the largest group of customers impacted, single-family residential, in the proposed rate structure the fixed monthly charge has been reduced such that single-family are not penalized for paying for all water metered. Though the fixed rate is not reduced for all other customers, the volume rate is set for all other customers such that cost-of-service equity is preserved in overall rate setting.

Cost-of-service rate setting requires that customers be separated into customer classes. For Susanville, because the customer base is relatively small, the defined customer classes are single-family homes, which is well defined, and then all other customers. Separating out single-family, the cost-of-service analysis reveals that more of the revenue increase should come from mainly commercial customers (the "all other" category) than from single-family residential customers. Specifically, the revenue increase in the first year from other customers should be 32 percent, and the revenue increase from single-family residential should be just seven percent. The combined weighted average of these two increases is the 15 percent overall needed in the first year. The reason is that single-family households are already contributing disproportionately more than other customers because of the fixed monthly portion currently paid in the rates. The result is that single-family is presently paying a much higher average cost for water. This is illustrated in the bar chart below showing overall average rates paid by customers (volume rates combined with fixed monthly rates). In the proposed rates, single-family customers will pay slightly above the average cost to provide water, and all other customers, on average, will still pay less than the average. This is logical because more customer service effort is required for the many single-family customers, and homes tend to have higher summer peaking for irrigation.



Existing and proposed rates, including recalculated drought rates, are attached. The combined metered rates and fixed monthly charges in the first-year result in a 15 percent overall revenue increase, based on the existing, lower, level of water sales. In the second year, if sales volumes increase, city council may lower the second 15 percent increase, as mentioned earlier.

FISCAL IMPACT: The fiscal impact in the first full year is a projected revenue increase of \$311,000, or 15 percent based on FY24 projected revenue. The fiscal impact in the second full year will be an additional \$358,000 based on the additional 15 percent if it is fully needed. Assuming water sales do not increase and both 15 percent increases are implemented, the Operating Cash will become negative for FY25 and FY26, but then become positive and grow to \$411,000 by FY29, the fifth year of the rate-setting period.

Regarding compliance with the Series 2019 bond covenant to collect 25 percent more net revenue than the bond payment amounts, the bond covenant will still be met even during the years of operating cash losses. This is because the infrastructure surcharge revenue collected is counted as operating revenue, whereas the expenditures of infrastructure funds are classified primarily as capital improvements.

Susanville Water Enterprise Revenues, Expenses, Debt Service, and Cash Balances												
	FY18/19	FY19/20	FY20/21	FY21/22 ¹	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	
	Audited	Audited	Audited	Audited	Unaudited	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
Metered Water Volumes (HCF)			909,349	893,000	828,200	772,000	767,000	767,000	767,000	767,000	767,000	
Operating Revenues												
Revenue from Rates	\$2,018,369	\$2,220,346	\$2,315,601	\$2,301,930	Potential Annual Rate Increases:		15.0%	15.0%	4.0%	4.0%	4.0%	
Revenue from Infrastructure Surcharge	653,624	654,297	657,045	659,879	\$2,224,000	\$2,074,000	\$2,385,000	\$2,743,000	\$2,853,000	\$2,967,000	\$3,086,000	
Revenue from Johnstonville / CalTrans	14,653	17,296	18,894	16,004	653,195	660,000	660,000	660,000	660,000	660,000	660,000	
Other Water Revenue	13,603	12,845	6,783	4,985	17,507	17,000	17,000	17,000	17,000	17,000	17,000	
Connections & Source Development	22,017	18,955	15,214	6,845	3,654	5,000	5,000	5,000	5,000	5,000	5,000	
Total Operating Revenue	2,722,266	2,923,739	3,013,537	2,989,643	2,909,285	2,764,000	3,075,000	3,433,000	3,543,000	3,657,000	3,776,000	
Operating Expenses												Inflation
Salaries and Benefits	374,387	445,853	391,372	413,279	323,000	370,000	389,000	408,000	428,000	449,000	471,000	5%
PERS Pension	21,783	58,109	46,343	86,341	86,000	90,000	95,000	100,000	105,000	110,000	116,000	5%
Internal Services (Admin/PW/Eng)	574,941	724,262	689,131	711,996	770,953	810,000	851,000	894,000	939,000	986,000	1,035,000	5%
Supplies	78,791	65,449	65,237	72,242	96,509	99,000	102,000	105,000	108,000	111,000	114,000	3%
Water	40,340	51,352	55,594	50,647	50,500	52,000	54,000	56,000	58,000	60,000	62,000	3%
Electricity and Gasoline	67,328	77,388	88,823	83,838	96,509	101,000	106,000	111,000	117,000	123,000	129,000	5%
Technical and Professional Services	30,264	24,659	21,782	44,543	84,787	30,000	32,000	34,000	36,000	38,000	40,000	5%
Taxes, Fees, Permits & Charges	37,037	36,281	39,683	36,093	43,044	44,000	45,000	46,000	47,000	48,000	49,000	3%
Other Operating Expenses	112,793	107,498	235,838	187,315	242,061	249,000	256,000	264,000	272,000	280,000	288,000	3%
Total Operating Expenses	1,337,664	1,590,851	1,633,803	1,686,294	1,793,363	1,845,000	1,930,000	2,018,000	2,110,000	2,205,000	2,304,000	
Net Operating Income	1,384,602	1,332,888	1,379,734	1,303,349	1,115,922	919,000	1,145,000	1,415,000	1,433,000	1,452,000	1,472,000	
Interest Income	105,280	84,181	1,420	15,324	73,000	83,000	41,000	32,000	37,000	45,000	48,000	
Net Income Available for Debt Service	1,489,882	1,417,069	1,381,154	1,318,673	1,188,922	1,002,000	1,186,000	1,447,000	1,470,000	1,497,000	1,520,000	
Debt Service	743,624	476,779	569,040	672,618	752,651	752,786	752,802	752,691	645,918	645,827	646,000	
Debt Service Coverage Ratio	2.00	2.97	2.43	1.96	1.58	1.33	1.58	1.92	2.28	2.32	2.35	
Net Revenue after Debt Service	746,258	940,290	812,114	646,055	436,271	249,214	433,198	694,309	824,082	851,173	874,000	
Transfers (Out)	(60,888)	(600,543)	-	(39,960)	(26,468)	(26,468)	(26,468)	(26,468)	(26,468)	(26,468)	(26,468)	
Less Transfers to Infrastructure Fund					(653,195)	(660,000)	(660,000)	(660,000)	(660,000)	(660,000)	(660,000)	
Down Payment for Barry Reservoir	-	-	-	(150,000)	-	-	-	-	-	-	-	
Net Revenue	685,370	339,747	812,114	456,095	(243,392)	(437,254)	(253,270)	7,841	137,614	164,705	187,532	
True up adjustment		(1,389,452)	33,788	16,164								
Total Available Cash	3,550,276	2,500,571	3,346,473	3,818,732	4,155,639	2,061,216	1,614,945	1,837,786	2,255,400	2,405,105	2,952,637	
Fund Balance Detail												
Available Operating Cash 7110	(121,557)	436,002	629,007	443,390	604,489	167,235	(86,036)	(78,195)	59,419	224,124	411,656	
Series 2019 Rate Stabilization 7111	3,000,000	858,600	858,600	858,600	858,600	858,600	858,600	858,600	858,600	858,600	858,600	
Johnstonville 7112	32,389	46,379	49,565	56,386	45,364	60,000	60,000	60,000	60,000	60,000	60,000	
Infrastructure 7114	639,444	1,159,590	1,809,301	2,460,356	2,647,186	975,381	782,381	997,381	1,277,381	1,262,381	1,622,381	
Totals	3,550,276	2,500,571	3,346,473	3,818,732	4,155,639	2,061,216	1,614,945	1,837,786	2,255,400	2,405,105	2,952,637	

City of Susanville
NOTICE OF PUBLIC HEARING
Regarding Proposed Water Rate Increases

Notice is hereby given that the City of Susanville is considering increases to its municipal water rates. A public hearing will take place:

Date: Wednesday, August 21, 2024
Time: 5:00 pm
Location: City Hall Council Chambers, 66 North Lassen Street, Susanville

You are receiving this Notice because our records indicate that you are a water customer or an owner of property within the City's service area. This Notice describes the proposed increase and explains how you can participate in the rate setting process.

This Notice is being furnished to you by the City pursuant to California Constitution, Article XIII D (also known as "Proposition 218"), which requires that the City notify property owners of proposed increases to property-related fees, such as fees for water. This serves as notice that the City Council will conduct a public hearing to consider recommended increases in the amounts set forth in the attachment showing proposed water rates. At the hearing, the City Council will hear and consider objections and protests to the proposed increases described in this Notice.

Rate Study Report: A Rate Study Report ("Report") by IGService, dated June 28, 2024, describes the details of the water rate changes and the method used to calculate the rate changes, and the contents were presented to the City Council on June 19, 2024. The Report includes the research, reasoning, and analysis behind the proposed adjustments. The Report is incorporated into this Notice by reference and will be addressed at the Public Hearing. The Report is available at City Hall at 66 North Lassen Street, Susanville, and on the City's internet website at: <https://www.cityofsusanville.net/rooptown/>

Amount of Proposed Modified Rates: The details of existing and proposed rates are included as Exhibit "A" in this Notice. A general explanation and examples of rate changes are shown below.

For all customers, all metered water volumes are proposed to be billed based on volume, whereas presently the first 300 cubic feet per month is included with the Fixed Monthly Charge. Revenue from Single-Family Homes as a group is proposed to be increased seven percent in the first year. Revenue from All Other Customers as a group is proposed to be increased 32 percent in the first year. The reason for the different levels of increases in the first year is to achieve better cost-of-service equity between the customers classes. After the initial resetting of rates, all water rates are proposed to be increased 15 percent in the second year, followed by four percent per year increases during the third through fifth years to follow projected increasing expenses pursuant to the Report.

Single-Family Homes: To reduce the cost impact of all billing all metered volumes for Single-Family Homes, the Fixed Monthly Charge is proposed to be lowered from \$23.65 to \$20.10. The combined result is that for a typical home currently paying a total monthly average of \$39.33, the water cost will increase nine percent to an average of \$42.87 in the first year. For the second through fifth years, the average monthly cost will be \$49.30, \$51.27, \$53.32, and \$55.46, respectively. Customers using less water will have a lessor increase and customers using larger volumes of water will have a greater increase.

All Other Customers: For All Other Customers in the first year, the Fixed Monthly Charges by meter size are proposed to be increased uniformly by 15 percent. The Irrigation Season rate increases 32 percent, and the Non-Irrigation Season rate increases 40 percent. In the second through fifth years, all rates are increased uniformly according to the included rate table.

Reasons for the Needed Increases: The City last increased water rates in 2017. The primary reasons for the needed increases are 1) ongoing inflationary cost increases, 2) decreased water sales following the drought, and 3) the need to replenish the depleted operating fund balances. Please know that the proposed rates are set only high enough for the City to provide safe and reliable service. Specifically, the proposed rates do not exceed the proportional cost of providing water service. Details of the rate changes can be found in the Report.

Other Fees and Charges Unchanged: Other cost items contained in the previous rate setting Resolution No. 16-5339 are unchanged. This includes the Infrastructure Surcharge, Connection Fees, Water Source and Storage Capacity Fees, Deposits, Service Establishment Fees, and fees for Wells and Vertical Drilling. Pursuant to Resolution No. 16-5339, the Infrastructure Surcharge has been reviewed based on projects completed and projects planned over the next five years. The result is that it is being maintained at its existing level to support planned repair and replacement of the existing water system.

How to Submit a Protest: Protests may be submitted by the record owner of an affected parcel, or a tenant who is a customer-of-record of the parcel and subject to the proposed rates, but only one protest per parcel will be counted. Written protests must contain a clear statement that it is a protest against the proposed increases, and it must include the name of the owner or customer of record, a description of the parcel or parcels (Assessor's Parcel Number or street address) and an original signature of the owner or customer of record. Written protests regarding the proposed rate changes may be mailed or personally delivered to City Hall at: 66 North Lassen Street, Susanville, CA 96130. To be valid, a protest must be in writing and received at City Hall no later than 4 P.M. on the date of the hearing or, if presented at the hearing itself, before the close of the public hearing on August 21, 2024. Fax, e-mail, or copies of protests are not acceptable and will not be counted.

Procedure for Hearing and Determining a Majority Protest: Members of the public are welcome to attend the public hearing regarding the proposed rate changes and will have an opportunity to speak and give testimony; however, only written protests as described below count toward a majority protest. The City Council will hear and consider all objections and protests, if any, to the proposed increases and other matters described in the Report. The City Council may continue the hearing from time to time. At the close of the hearing, if written protests against the proposed increases are presented and not withdrawn by a majority of the record owners (or customers-of-record) of the parcels which would be subject to the increases, the City may not impose the increased rates; instead, rates would continue at their existing levels. If, at the close of the protest hearing, there is no majority protest as described above, the City Council may approve the increases, as proposed, to be effective October 1, 2024.

Legal Challenges: If the City Council adopts the proposed rates, you are hereby notified, pursuant to Government Code, section 53759, that any judicial action or proceeding to attack, review, set aside, void, validate, or annul the City Council's adoption of the proposed rates must be commenced within 120 days of the effective date or of the date of the final passage, adoption, or approval of the resolution adopting the rates.

Additional Information: Please direct questions about the proposed rates to publicworks@cityofsusanville.org or call 530-252-5100.

Proposed water rates are shown in the table below. The total water service monthly charge includes the Fixed Monthly Charge plus the Metered Rate multiplied by the metered quantity of water used.

Exhibit "A"						
City of Susanville Water Rates and Charges						
	Current Rates	Proposed Rates				
		10/1/2024 Reset ¹	10/1/2025 15%	10/1/2026 4%	10/1/2027 4%	10/1/2028 4%
Metered Rates All Water (\$/HCF)^{2,3}						
Single-Family Homes						
Irrigation (May - October)	\$1.63	\$1.87	\$2.15	\$2.24	\$2.33	\$2.42
Non-Irrigation (November - April)	\$1.13	\$1.30	\$1.50	\$1.56	\$1.62	\$1.68
All Other Customers						
Irrigation	\$1.63	\$2.15	\$2.47	\$2.57	\$2.67	\$2.78
Non-Irrigation	\$1.13	\$1.58	\$1.82	\$1.89	\$1.97	\$2.05
Fixed Monthly Charges (\$/Mo)						
Single-Family Homes up to 1" Meter	\$23.65	\$20.10	\$23.12	\$24.04	\$25.00	\$26.00
All Other Meters						
5/8" x 3/4" Meter	\$23.65	\$27.20	\$31.28	\$32.53	\$33.83	\$35.18
1" Meter	\$31.93	\$36.72	\$42.23	\$43.92	\$45.68	\$47.51
1.5" Meter	\$41.60	\$47.84	\$55.02	\$57.22	\$59.51	\$61.89
2" Meter	\$54.11	\$62.23	\$71.56	\$74.42	\$77.40	\$80.50
3" Meter	\$81.37	\$93.58	\$108.00	\$112.00	\$116.00	\$121.00
4" Meter	\$124.84	\$143.57	\$165.00	\$172.00	\$179.00	\$186.00
6" Meter	\$217.27	\$249.86	\$287.00	\$298.00	\$310.00	\$322.00
8" Meter	\$289.69	\$333.14	\$383.00	\$398.00	\$414.00	\$431.00
10" Meter	\$362.10	\$416.42	\$479.00	\$498.00	\$518.00	\$539.00

Notes:

1. The combined reset of Rates and Charges in the first year achieves an overall revenue increase of 15 percent.
2. "HCF" or "CCF" is Hundred Cubic Feet, equal to 748 gallons. One cubic foot is 7.48 gallons.
3. The proposed Rates apply to all volumes. This means 300 cubic feet is no longer be included in the Fixed Monthly Charge.

City of Susanville Drought Rates						
Metered Rates All Water (\$/HCF)	Current Rates	Proposed Drought Rates				
		10/1/2024 Reset	10/1/2025 15%	10/1/2026 4%	10/1/2027 4%	10/1/2028 4%
Stage 1: "Water Shortage Awareness"						
Single-Family Homes						
Irrigation (May - October)	\$1.88	\$2.34	\$2.69	\$2.80	\$2.91	\$3.03
Non-Irrigation (November - April)	\$1.38	\$1.77	\$2.03	\$2.11	\$2.19	\$2.28
All Other Customers						
Irrigation	\$1.88	\$2.37	\$2.72	\$2.83	\$2.94	\$3.06
Non-Irrigation	\$1.38	\$1.80	\$2.07	\$2.15	\$2.24	\$2.33
Stage 2: "Water Shortage Alert"						
Single-Family Homes						
Irrigation (May - October)	\$2.04	\$2.57	\$2.96	\$3.08	\$3.20	\$3.33
Non-Irrigation (November - April)	\$1.54	\$2.00	\$2.31	\$2.40	\$2.50	\$2.60
All Other Customers						
Irrigation	\$2.04	\$2.64	\$3.04	\$3.16	\$3.29	\$3.42
Non-Irrigation	\$1.54	\$2.07	\$2.38	\$2.48	\$2.58	\$2.68
Stage 3: "Water Shortage Emergency"						
Single-Family Homes						
Irrigation (May - October)	\$2.24	\$2.88	\$3.31	\$3.44	\$3.58	\$3.72
Non-Irrigation (November - April)	\$1.74	\$2.31	\$2.65	\$2.76	\$2.87	\$2.98
All Other Customers						
Irrigation	\$2.24	\$2.99	\$3.44	\$3.58	\$3.72	\$3.87
Non-Irrigation	\$1.74	\$2.42	\$2.78	\$2.89	\$3.01	\$3.13

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2. The City Manager is hereby authorized and directed, for and in the name of and on behalf of
2 the City, to execute and deliver any and all documents, to do any and all things and take any
3 and all actions that may be necessary or advisable, in their discretion, in order to affect the
4 purposes of this Resolution. All actions heretofore taken by officers, employees, and agents
5 of the City that are in conformity with the purposes and intent of this Resolution are hereby
6 approved, confirmed, and ratified.
3. The City Council finds that the proposed rate changes in the Rate Study do not exceed the
7 proportionate cost of the service attributable to each parcel upon which they are proposed
8 for imposition by the Water Utility.
4. The rates, fees, charges and policies set forth below, are hereby adopted and approved as
9 the rates, fees and charges for the services identified for each such rate, fee and or charge
10 and shall be effective for the meter reading cycle that begins on or after October 1, 2024.
- 11 5. **Revised Water Rates:** Revised water rates pursuant to the Rate Study and as issued on
12 the Proposition-218 notice, are shown on Exhibit "A," hereto.
- 13 6. **Other Fees and Charges Unchanged:** Other charges from the previous Resolution 16-
14 5339 are unchanged but repeated herein such that all water-related rates, fees, and charges
15 can reside on the same resolution. All provisions of prior ordinances and resolutions of this
16 City not inconsistent with this resolution shall remain in full force and effect.

Infrastructure Surcharge: The Infrastructure Surcharge is a monthly charge to all
metered services for water system infrastructure repair and/or replacement. The
Infrastructure Surcharge is determined by meter size as indicated in the following table.

<u>Meter Size</u>	<u>Base Rate</u>
5/8 X 3/4 inch	\$ 15.00
1 inch	\$ 15.00
1-1/2 inch	\$ 20.00
2 inch	\$ 25.00
3 inch	\$ 35.00
4 inch	\$ 45.00
6 inch	\$ 65.00
8 inch	\$ 85.00
10 inch	\$ 105.00

Revenues generated by the Infrastructure Surcharge shall be held in a restricted fund
that is to be reported and accounted for as restricted, to be released only for use in the
repair or replacement of the existing municipal water system including, but not limited to,
the design, engineering and construction as necessary in connection with repairs to the
system and only upon project approval by the City Council. Such restriction regarding
this fund so created shall remain in place unless modified, amended or removed after a
public hearing, legally noticed and upon a majority vote of the Council in favor of such
modification, amendment or removal.

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

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

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

Water Source and Storage Capacity Fees: Where there is not presently a service, or when it is necessary to install a new service, the following connection fees shall apply.

Source Fee

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

Storage Fee

Single Family Residential Unit	\$1,042.00
Multi-Family Residential Unit	\$689.00
Commercial/Industrial (Per Acre)	\$3,641.00

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

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

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

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

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

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

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

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

Other Fees:

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

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

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

Construction Water:

A. Fire Hydrant Use Deposit

No Meter \$500.00

Fire Hydrant Meter Deposit \$1,000.00

B. Application Fee (non-refundable) \$100.00

Hydrant Meter Monthly Fee \$25.00

C. Quantity rate for construction water taken through a hydrant meter shall be \$85.50 per 1,000 cubic feet; \$8.50 per 100 cubic feet; or \$0.8555 per 10 cubic feet of water.

Wells and Vertical Drilling:

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

Application Fee \$145.00

Inspection Fee \$92.00

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

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

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The foregoing Resolution No. 24-6349 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 21st day of August 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

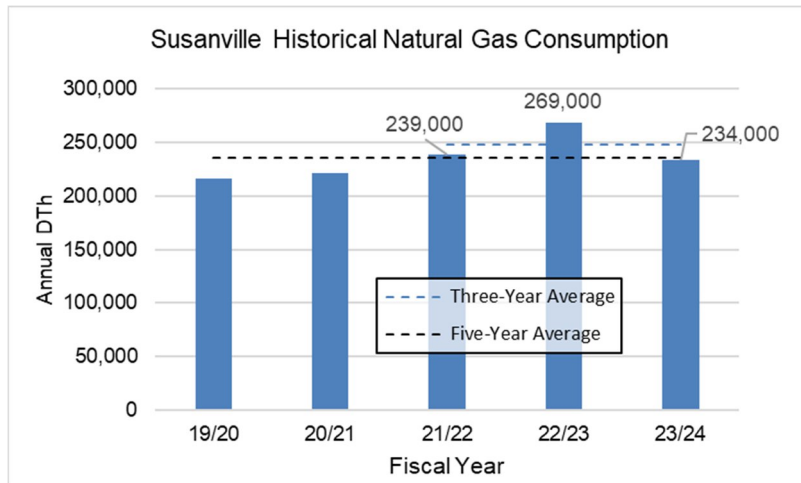
APPROVED AS TO FORM: _____
Margaret Long, City Attorney

SUSANVILLE CITY COUNCIL AGENDA ITEM

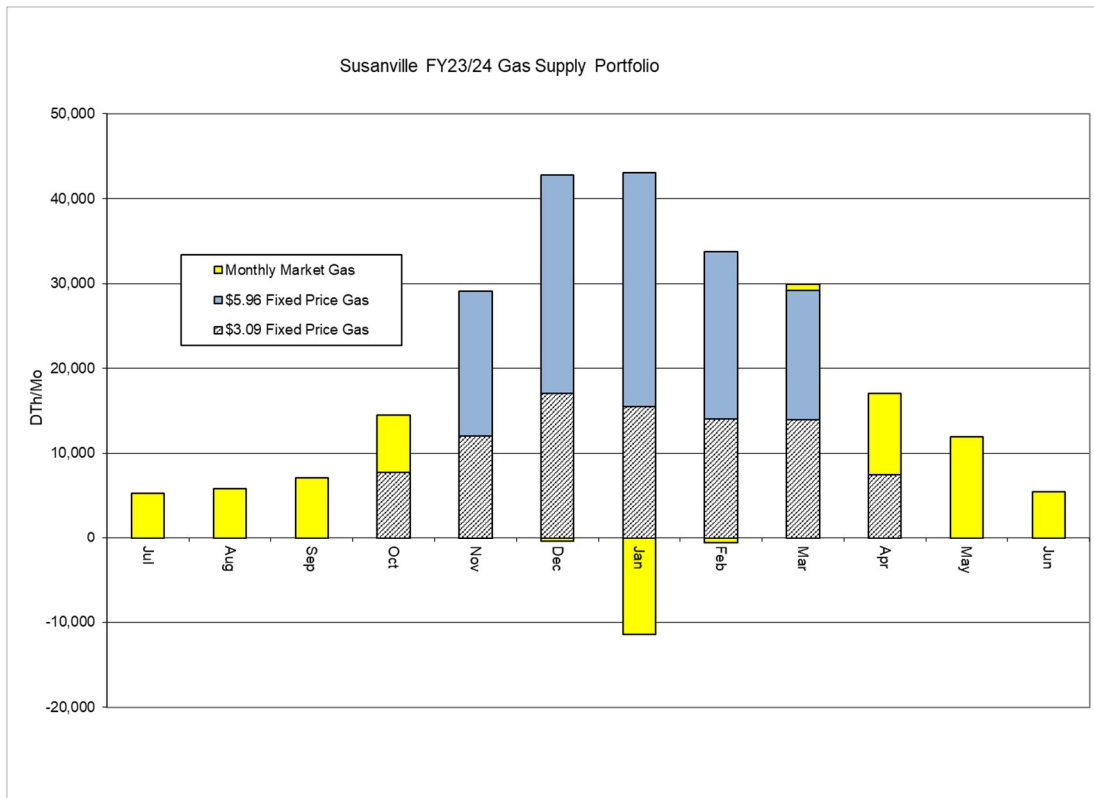
Submitted By:	Marci Rojas, Public Works
Action Date:	August 21, 2024
SUBJECT:	Natural Gas Enterprise Annual Update
PRESENTED BY:	Robert Godman, Public Works Director and Dan Bergman
SUMMARY:	This natural gas enterprise update report is the second formalized annual report in accordance with the long-term natural gas purchase policy approved by City Council in Resolution No. 23-2164, dated August 2, 2023. The components of the report, as listed in the gas purchase policy are: 1. The overall status of the City’s natural gas supply portfolio, including purchases made since the previous report. 2. Any proposed changes to the gas purchase policy. 3. The financial condition of the natural gas enterprise fund, including the ability to cover bond debt, and the overall gas fund cash balance. 4. The need for infrastructure improvements for repair, expansion, or to comply with federal safety requirements. 5. The need for rate adjustments prior to the winter heating season.
FISCAL IMPACT:	None.
ACTION REQUESTED:	Information item only.
ATTACHMENTS:	Gas Enterprise Update 2024.docx

Natural Gas Enterprise Annual Update Report

WINTER 23/24 AND NATURAL GAS SUPPLY: This past winter was mild compared to the cold and long winter of FY22/23. In fact, gas consumption for FY23/24 was 13 percent lower than FY22/23. It was lower than the three-year average because winter 22/23 was so much colder within the three winters in the average. These results are illustrated in the following bar chart showing the City's total gas consumption for the past five fiscal years.



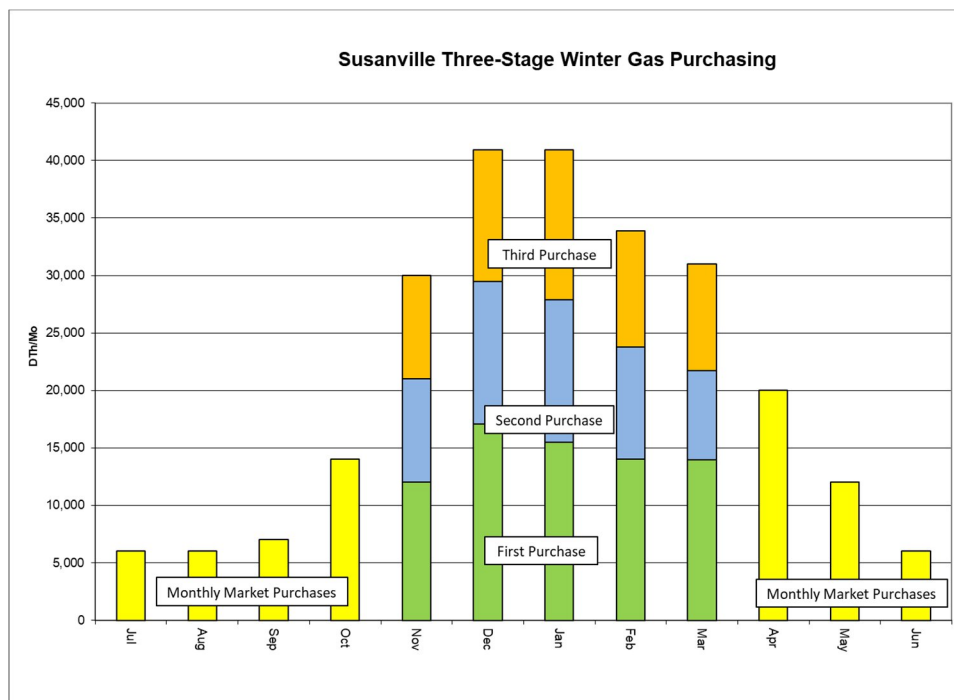
The city's gas supply outcome for FY23/24 is illustrated in the bar chart below, and the details of costs are shown in the table following. The monthly market price portion is highlighted in yellow. In January (and very slightly in November, December and February), gas demand was lower than the total of fixed (or "hedged") purchases.



The result of extra fixed price gas, especially in January 2024, was to sell the excess back to BP at a loss because winter market prices dropped below the fixed prices. The added cost to sell gas back was approximately \$20,000. A remedy to avoid this situation in the future is to amend the gas purchase policy to state the minimum hedge to be lower, perhaps 80 percent of the three-year average, rather than 100 percent. The offsetting risk is that if winter market prices rise after the hedges are made, ratepayers could pay a premium for the gas not hedged; however, 80 percent would still be hedged.

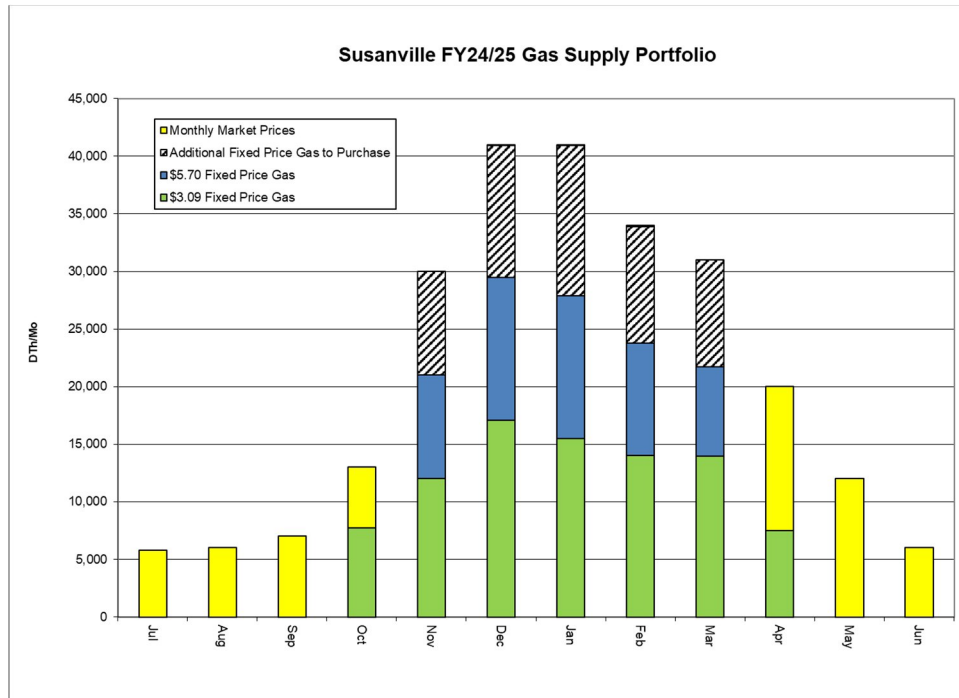
Susanville FY23/24 Wholesale Gas Supply																				
	DTh		d/m	4/29/21 Purchase			6/30/23 Purchase			Total Fixed		Swing Gas			Total Commodity			Tuscarora Transport		Combined Total
	Net	Nom		DTh/d	DTh	\$/DTh	DTh/d	DTh	\$/DTh	DTh	%	DTh/d	DTh	\$/DTh	DTh/d	DTh	Cost	\$/DTh	Total	
Jul	5,435	5,305	31							0	0%		5,305	\$3.46	171	5,305	\$18,354	\$0.2282	\$1,211	\$19,565
Aug	5,927	5,815	31							0	0%		5,815	3.65	188	5,815	21,238	0.2276	\$1,324	\$22,561
Sep	7,493	7,125	30							0	0%		7,125	2.47	238	7,125	17,572	0.2501	\$1,782	\$19,354
Oct	12,968	14,467	31	250	7,750	\$3.09				7,750	54%		6,717	2.38	467	14,467	39,921	0.2904	\$4,201	\$44,122
Nov	29,348	28,987	30	400	12,000	\$3.09	570	17,100	\$5.96	29,100	100%		-113	-0.50	966	28,987	139,053	0.2426	\$7,032	\$146,085
Dec	36,850	42,305	31	550	17,050	\$3.09	830	25,730	\$5.96	42,780	101%		-475	3.77	1,365	42,305	204,243	0.2415	\$10,216	\$214,459
Jan	36,105	31,660	31	500	15,500	\$3.09	890	27,590	\$5.96	43,090	136%		-11,430	3.19	1,021	31,660	175,859	0.2790	\$8,832	\$184,691
Feb	34,263	33,540	29	500	14,500	\$3.09	680	19,720	\$5.96	34,220	102%	-23	-680	1.47	1,157	33,540	161,337	0.3091	\$10,367	\$171,704
Mar	30,544	29,940	31	450	13,950	\$3.09	490	15,190	\$5.96	29,140	97%	26	800	1.37	966	29,940	134,730	0.2626	\$7,862	\$142,592
Apr	18,383	17,050	30	250	7,500	\$3.09		0		7,500	44%	318	9,550	1.36	568	17,050	36,166	0.2543	\$4,336	\$40,502
May	10,663	11,935	31							0	0%	385	11,935	1.35	385	11,935	16,080	0.2520	\$3,008	\$19,088
Jun	5,648	5,415	30							0	0%	181	5,415	1.56	181	5,415	8,471	0.2415	\$1,308	\$9,778
		233,544			73,000			105,330		193,580			39,964			233,544	\$973,000		\$61,478	\$1,034,500
	WACOG Delivered to Susanville City Gate:																		\$4.43	

GAS PURCHASE POLICY: In simplified terms, the gas purchase policy is to buy each winter's gas in three stages over three years, illustrated as follows.



For this coming winter, an initial gas purchase was made at \$3.09 per DTh in July 2022 for approximately 40 percent of winter requirements. A second purchase was made on March 22, 2024, at \$5.70 per DTh to reach 70 percent of the three-year average. Pursuant to the approved strategy, an additional purchase must be made prior to this November. Initial purchases must

also be made for 25/26 and 26/27. Winter 24/25 purchases are illustrated in the chart below and shown in the following purchase planning table with future years.



Winter		Timeframe and Volumes for Natural Gas Purchases						
					By Nov-24	By Nov-25	By Nov-26	By Nov-27
Winter 24/25	7/2022	10/2/23	3/22/24	<i>Units are DTh/day</i>				
	\$3.09	\$5.93	\$5.70					
	10/1/2024	250	0	0	250			
	11/1/2024	400	300	300	1,000			
	12/1/2024	550	400	370	1,320			
	1/1/2025	500	400	420	1,320			
	2/1/2025	500	350	360	1,210			
	3/1/2025	450	250	300	1,000			
4/1/2025	250	0	0	250				
Winter 25/26	11/1/2025	300		330	370	1,000		
	12/1/2025	400		460	460	1,320		
	1/1/2026	400		450	470	1,320		
	2/1/2026	400		400	410	1,210		
	3/1/2026	300		300	400	1,000		
Winter 26/27	11/1/2026			300	330	330	960	
	12/1/2026			400	460	460	1,320	
	1/1/2027			400	450	450	1,300	
	2/1/2027			400	400	400	1,200	
	3/1/2027			300	300	340	940	
Winter 27/28	11/1/2027				300	330	330	960
	12/1/2027				400	460	460	1,320
	1/1/2028				400	450	450	1,300
	2/1/2028				400	400	400	1,200
	3/1/2028				300	300	340	940

FINANCIAL CONDITION OF GAS ENTERPRISE: The financial condition of the gas enterprise continues to be good. This is explained below and was supported by S&P Global Ratings in 2023 revising its credit rating of the natural gas bonds from a “negative outlook” to “stable.”

The biggest gas enterprise operating cost component is the cost of natural gas itself. Total gas costs for FY23/24, including Tuscarora transportation, were \$1,034,500. For the previous year, FY22/23, the total cost was \$1,554,954, much higher, but gas was more expensive, and more was purchased and sold.

Other operating expenses for the gas enterprise are predictable and consistent. Salaries and other operating costs are escalated based on five percent inflation. The gas enterprise is also able to contribute rent to the city for facility use, and to compensate the fire department and streets for associated safety and usage. The enterprise is collecting principal and interest payments for the \$3.2 million loan in 2020 made to the general fund to refinance partial CalPERS debt. As of June 30, 2024, the remaining balance owed to the gas fund is approximately \$2.1 million. The enterprise is also collecting interest on its relatively large cash fund balance projected to be as high as \$6.7 million in July 2024 (estimated cash which includes Rate Stabilization). After the rate stabilization amount is subtracted (also required by a bond covenant), up to \$4.4 million is available for natural-gas related improvements or expansions to the system. This is very positive because the natural gas system is already in very good physical operating condition.

Susenville Gas Enterprise Revenues, Expenses, Debt Service, and Cash Balances							
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	
	<u>Audited</u>	<u>Audited</u>	<u>Unaudited</u>	<u>Unaudited</u>	<u>Forecast</u>	<u>Forecast</u>	
Purchased MMBtu	221,100	239,400	269,400	233,500	247,000	247,000	
Operating Revenues							
Revenue from rates	4,156,547	4,638,336	5,285,000	4,454,000	4,699,000	4,823,000	
Transportation-only revenue	65,266	80,811	81,977	77,000	75,000	75,000	
Other Revenue	12,684	6,212	8,681	7,400	7,500	7,500	
Total Operating Revenue	4,234,497	4,725,359	5,375,658	4,538,400	4,781,500	4,905,500	
Operating Expenses							Inflation
Salaries and Benefits, except CalPERS	431,780	425,165	466,606	459,879	478,000	497,000	4%
CalPERS	99,085	35,000	34,835	41,689	43,000	45,000	4%
Internal Services (Admin/PW/Eng)	645,778	692,564	815,616	783,672	807,000	831,000	3%
Natural Gas Purchases, including Tuscarora	709,291	1,107,821	1,554,954	1,034,500	1,081,000	1,317,000	
Other Operating Expenses	356,771	277,000	361,469	375,495	387,000	399,000	3%
Building Rental	47,232	47,232	47,232	47,232	47,232	47,232	
Other Department Charges (Fire and Streets)	119,748	119,496	119,496	109,488	110,000	110,000	
Cost of Issuance Series 2019 (One time Cost)	-	-	-	-	-	-	
Total Operating Expenses	2,409,613	2,704,278	3,400,208	2,851,955	2,953,232	3,246,232	
Net Operating Income	1,824,884	2,021,081	1,975,450	1,686,445	1,828,268	1,659,268	
Non-Operating Income (Expense):							
Interest Income Fund Balance (1.50%)	53,748	33,478	48,924	83,166	92,687	104,500	
CalPERS Loan Interest Income (2.04%)	53,321	49,512	47,237	41,895	38,086	34,278	
POB Allocation of Loan Payment	-	-	(72,326)	(72,326)	(72,326)	(72,326)	
Transfers In (Out)	-	(39,360)	-	-	-	-	
Total Non-Operating	107,069	43,630	23,835	52,735	58,447	66,452	
Net Income Available for Debt Service	1,931,953	2,064,711	1,999,285	1,739,179	1,886,715	1,725,720	
Debt Service	1,278,550	1,278,050	1,277,350	1,276,000	1,274,200	1,276,950	
Debt Service Coverage Ratio	1.51	1.62	1.57	1.36	1.48	1.35	
Net Revenue after Debt Service	653,403	786,661	721,935	463,179	612,515	448,770	
CalPERS Loan Principal (Resolution 20-5785)	161,247	164,566	168,126	171,556	175,055	178,626	
Cash Balance (Calculated)	4,748,087	5,543,824	6,044,375	6,679,110	7,466,680	8,094,076	
Cash Balance Adjustment	(155,490)	(389,510)	(500,000)	(500,000)	(500,000)	(500,000)	
Cash and Investments	4,592,597	5,154,314	5,544,375	6,179,110	6,966,680	7,594,076	
Rate Stabilization Fund (7402-2262-001)	(1,807,075)	(1,807,075)	(1,807,075)	(1,807,075)	(1,807,075)	(1,807,075)	
Advances to Other Funds (CalPERS Loan)	2,639,215	2,474,649	2,306,523	2,134,968	1,959,912	1,781,286	
Adjusted Balance	5,424,737	5,821,888	6,043,823	6,507,002	7,119,517	7,568,287	

Bond debt service coverage is a key requirement for financial operation of the gas system. According to bond covenants, the Debt Service Coverage Ratio (shown in the table) is required to be 1.25 or higher. This means that the amount of Net Income Available for Debt Service must be 25 percent higher than the Debt Service amount. The unaudited value for FY23/24 is 1.36, higher than the minimum of 1.25. The projected value for FY24/25 is 1.48, again exceeding the minimum criteria, and without increasing gas rates. These expected results are satisfactory in that gas rates do not need to be increased for the coming winter.

INFRASTRUCTURE NEEDS: The City must continue compliance with federal requirements for the Gas Integrity Management Plan associated with the city's 9.6 mile, high pressure gas main connecting the city's low pressure distribution system to the interconnection with Tuscarora Gas Transmission. This work is ongoing to achieve compliance, and the cost is not expected to significantly impact the fund balance.

In addition, the City-gate meter connecting to Tuscarora Gas Transmission needs to be increased in size to handle 800,000 Mcf per day. The cost is estimated by Tuscarora to be up to \$600,000. The timing on this is not determined, but the fund balance will be adequate to cover the expense when it is needed.

CONCLUSION: Natural gas rates were adequate through the winter of 23/24 and are projected to be adequate through the coming winter. Wholesale gas costs for this winter have settled some helping to support the existing rates. City Council may consider reducing the winter purchase requirement to 80 percent of the three-year average to avoid selling excess gas back in warmer winter months.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, City Clerk

Action Date: August 21, 2024

SUBJECT: Consider appointment of Susanville Planning Commissioners.

PRESENTED BY: Heidi Whitlock, 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 for the terms of Commissioner Wayne Jambois, whose term was set to expire as of June 2024, former Commissioner Melanie Westbrook, whose term expires June 2026, and former alternate Commissioner Curtis Bortle, whose term is set to expire as of June 2026.

The city's Planning Commission consists of five members, who shall be appointed by a quorum of the city council. The city council may also choose to appoint up to two alternate members to the commission. At this time, there are two commissioner and one alternate commissioner positions that are in need of appointments.

Attached are letters of interest from Commissioner Jambois expressing his continued interest in serving on the Commission, Matthew Eltzroth, currently an alternate commissioner, expressing his interest in filling a regular commissioner position, Cody Loflin who is interested in either a commissioner or alternate commissioner position, and Maria Fregulia, expressing her interest in becoming an alternate planning commissioner.

FISCAL IMPACT: Planning Commission stipend of \$75.00 per month, included in annual budgets.

ACTION REQUESTED: Motion to appointment members to the Planning Commission.

ATTACHMENTS:
[WayneJambois.PCLetter.pdf](#)
[MatthewEltzroth.PCLetter.pdf](#)
[CodyLoflin.PCLetter.pdf](#)

MAY 16 2024

RECEIVED

Good Morning, Heidi,

Thank you again for the Email on May 8 informing me that my term on the Planning Commission was ending on June 30, 2024.

Please consider this Email to be my formal request to be considered for another term on the City of Susanville Planning Commission.

I have served on the Planning Commission since the year 2000 and have been its Vice Chairman on two occasions and served as Chairman twice. I have thoroughly enjoyed my time on the Commission and service to the city of Susanville. I am a strong believer in public service and have a steadfast belief that we who believe in public service for the public good are key to making this community a better place to live.

Also, I have enjoyed working with the City of Susanville Planning Dept. staff and other City staff and departments over the past years and have witnessed their continuing effectiveness and service to Susanville residents despite some really tough times that required equally tough decisions and actions. Through it all, the City of Susanville has prevailed and I, the optimist as always, look forward to a better future and hope to be a part of it in service to the City of Susanville.

Respectfully Submitted,

Wayne Jambois

May 29, 2024

Matthew Eltzroth
1090 Overlook Dr.
Susanville, CA 96130

City of Susanville
Heidi Whitlock, City Clerk
66 N. Lassen Street
Susanville, CA 96130

City of Susanville Received
MAY 28 2024 
BUILDING & PLANNING

RE: Vacant Positions on Planning Commission

Ms. Whitlock,

I am writing to express my interest in serving as a member of the City of Susanville Planning Commission.

My background includes 10 years in the building trades out of Sheet Metal Local 104 San Francisco. My duties included 2 years residential and commercial construction and 8 years as construction foreman.

I have 18.5 years experience as law enforcement with the California Department of Corrections and Rehabilitation, including 18 months as a liaison between the Department and the Los Angeles County District Attorney Office. Retired as a Lieutenant with the California Department of Corrections and Rehabilitation in 2011. I am currently serving as an alternate on the Commission. And reside within the City of Susanville Proper.

Thank you for your Consideration,


Matthew Eltzroth

APR 1 2024

RECEIVED

Cody Loflin
675 Richmond Road
Susanville, California 96130

April 1, 2024

City of Susanville City Council
C/O Heidi Whitlock, City Clerk
66 North Lassen Street
Susanville, California 96130

To the City of Susanville City Council:

Please accept this letter to convey my interest in an appointment to the City of Susanville Planning Commission. With the election of Mr. Curtis Bortle to the City of Susanville City Council, there is an alternate member of the Planning Commission that has become available. I would also like to be considered as a full-time member of the Planning Commission, in addition to an alternate member.

I am a third generation Lassen County resident and have been a part of the Susanville community for the entirety of my life of 37 years. I have devoted the past 15 years to serving this community in various ways. I have worked for the Lassen County Sheriff's Office as a Public Safety Dispatcher, Community Services Officer, and Correctional Deputy. I have worked for the City of Susanville as a Community Service Officer and most recently as the Code Enforcement Officer. I have presented to the Planning Commission on a variety of issues, and I feel that I have a clear understanding of not only the function of the Planning Commission as an appeal hearing body, but also its core mission of as a discretionary body in respect to land use projects and entitlements.

In addition to my work experience, I hold a Bachelor of Arts in Criminal Justice through the California State University, Chico, an Associate of Science in Administration of Justice through Lassen Community College, and I am currently pursuing additional associate degrees in computer information systems and Paralegal Studies. Much of my educational coursework has involved the interpretation of various sources of laws and the principles and functions of the American form of government.

In conclusion, I feel I meet the minimum qualifications to hold an appointment of this board as I am over the age of 18, I am a registered voter of the City of Susanville, I am a full time resident of the City of Susanville, I have the knowledge and experience of our local government, and I feel that I can put the best interest of our community first.

Respectfully submitted,



Cody Loflin

MAY 17 2024

dlw

RECEIVED

Maria E. Fregulia

1135 Gail Way
Susanville, CA 96130
(530) 257-3599 Home
(530) 260-3599 Cell
mefregulia@aol.com

May 15, 2024

Heidi Whitlock, City Clerk
City of Susanville
66 N Lassen Street
Susanville, CA 96130

City Clerk Whitlock:

I understand there is an opening for an alternate position on the Susanville Planning Commission.

I am interested in applying for this position.

My qualifications for this position are as follows:

Resident of Susanville for thirty-eight years, so am familiar with how the city has evolved,

I understand how to evaluate building and project plans, and the manner in which they are applied, according to regulations,

I understand the importance of working with project applicants, as well as with the City of Susanville staff as Code Enforcement becomes a top priority.

Thank you for your consideration.

Maria E. Fregulia
City Resident

AGENDA ITEM NO. 9.C
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Marci Rojas, Public Works

Action Date: August 21, 2024

SUBJECT: Consider **Resolution No. 24-6345**, authorizing the Public Works Director to sign a agreement with Before the Movie to provide public awareness safety advertisement for the City of Susanville's Natural Gas Division.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: City's Natural Gas Division is required to comply with the Safety and Enforcement Division(SED) of the California Public Utilities Commission (CPUC) Public Awareness Program requirements in order to operate the City of Susanville's Gas Distribution and Transmission Systems. In an effort to increase engagement with the community and provide important natural gas safety information we would like to enter into an agreement with Before the Movie to provide this information in our local movie theatres. The agreement is for a 30 second ad spot before the movies for 12-months. Public Works Department is requesting the City of Susanville to authorize the Public Works Director to execute an agreement with Before the Movie.

FISCAL IMPACT: The agreement is for \$5,315.00 which will be covered by the Natural Gas Division with no cost to the General fund.

ACTION REQUESTED: Motion to approve Resolution No. 24-6345, authorizing the Public Works Director to sign a agreement with Before the Movie to provide public awareness safety advertisement for the City of Susanville's Natural Gas Division.

ATTACHMENTS:
[24-6345.pdf](#)
[Before the Movie.pdf](#)

Advertiser desires to place advertisements with BeforeTheMovie, Inc. ("BTM") for exhibition at the Location(s) specified, and upon the terms set forth herein, including the BTM Insertion Order Agreement "Terms and Conditions" included with this agreement and Advertiser acknowledges receipt of said Terms and Conditions. **It is agreed as follows:**

Advertiser Info**City of Susanville Gas
Division**

Bob Godman,

720 South St.
Susanville, California, 96130
(530) 252-5108 (p)
(c)
bgodman@cityofsusanville.org**Agency Info****Sales Info**Before The Movie
500 Chadbourne Rd, Suite C
Fairfield, CA 94534
P: (888) 453-7469
F: (707) 425-7472
taylor@beforethemovie.com
AE: Taylor Tocchini**Billing Contact**Marci Rojas
mrojas@cityofsusanville.org**Creative Contact**Loren Carey
lcarey@cityofsusanville.org

Start	End	Venue	Screens	Plays	Length	Segment	Term	Rate	Total
10/11/2024	10/11/2025	OCCST & OCCUC	6	One	30	N/A	12 Mo.	\$393.00	\$4716.00

***OCCST & OCCUC refers to Sierra Theatre & Uptown Cinema - 501 Main St, Susanville, CA 96130 & 819 Main St, Susanville, CA 96130**

Authorizing Signatures

By signing below you affirm that you are the authorized person for Advertiser to execute this Insertion Order Agreement and the above information is true and correct. Advertiser agrees to make all payments according to the terms of this agreement. Advertiser acknowledges that this Agreement is subject to the BeforeTheMovie Terms and Conditions which accompanied this Insertion Order. **Do not sign this agreement if you have not read and accepted the BTM Terms and Conditions.** If you would like a copy of the BTM Terms and Conditions, please contact your sales rep or call BeforeTheMovie at 888-453-7469 prior to signing this Advertising and Insertion Order Agreement.

1. **Design Services:** Subject to the BTM Terms and Conditions received by Advertiser, BTM shall design and produce a digital multimedia advertisement ("Spot") consisting of both animation and/or image displays and background music or where applicable, analog static film slide for display on the selected Theatre Screens.

- a. **Media:** The creative Spot will be produced using: (1) media material supplied by the Advertiser, provided that the material is received by BTM within fourteen (14) days from the execution of this Agreement; or (2) if BTM does not receive all said materials from Advertiser within 14 days, BTM is authorized to use agency photos and agency copy to produce the Spot.
- b. **Design Approval:** Approximately 14 days prior to the Spot launch, BTM will provide Advertiser with a Spot proof on BTM's website, in print form or through E-mail. Advertiser is solely responsible for errors once proof has received final approval, whether by written signature, E-mail acknowledgment or by clicking the Spot Approval button on the web site. Advertiser acknowledges that time is of the essence, and failure to provide approval no later than 10 days prior to launch may reduce the length of the Spot Flight and/or Services without penalty to BTM.

2. **Display of Spot:** Subject to the BTM Terms and Conditions received by Advertiser, BTM will provide Advertiser with on-screen advertising space for display of the Spot(s) at the Theatre(s) according to the table above. The Spot(s) will be played before feature films at the Theatre(s), (before feature films means before movie previews and/or trailers) during the term of this Agreement. (*) The rate herein has been adjusted to reflect a delivery of at least 90% of the screenings promised. Shortfalls may occur due to routine maintenance, upgrades or other events beyond BTM's control. Make goods will be provided for any shortfall that is greater than 10%.

3. **Term:** The term of this Agreement is the term stated above on page one and shall commence upon the execution of this



BeforeTheMovie, Inc. Advertising and Insertion Order Agreement

Agreement and shall continue for the period stated above on page one. BTM may automatically extend the term for such time as needed to run the contracted number of Spots. This agreement will automatically renew for like subsequent periods, unless terminated by either party by written notice sent to the other at the above address, at least sixty (60) days, but not more than 6 months prior to the expiration of the original term or any then current renewal terms. The commencement date of this agreement shall be the commencement date written above or the initial date for which BTM services are billed hereunder, whichever is later.

4. **Severability:** If any provision of this Agreement shall be found to be invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such provision or the validity of any other provision shall be in any way affected thereby.

5. **Choice of Law:** This Agreement, which will be governed by California law, contains our entire agreement concerning theatre advertising and, as such, supercedes any verbal discussions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement, shall be venued in Solano County, California.

6. **Fees, Payments and Terms:** Advertiser agrees to pay BTM in full upon execution of this Agreement ("Screen Fee"). Upon credit approval by BTM, Advertiser may pay the Screen Fee in installments. If the installment payment option is selected, the billing cycle will commence within 30 days from the date of execution of this Agreement, if payments come into default, BTM reserves the right to call entire balance due and payable.

7. **Payments Details:**

Total Screen Time Fee: \$4716.00 Insertion Fee Due at Signing: (+) \$599.00 Creative Fee: (+) \$0.00 Total Amount Due: (=) \$5315.00	Payment Type: Check (BTM approval) You will be invoiced at the beginning of each month and payments are due upon receipt.
Initial Payment Due at Signing: \$992.00 Total Amount Now Due: (=) \$4323.00	
Total Installment Amt: \$4323.00 # of Installments: (/) 11 Installment Amount: (=) \$393.00	

8. **Additional Terms:**

Promotional Rate for the Sierra Theatre & Uptown Cinemas *12-month, :30 second ad spot. Insertion fee to cover initial upload plus one changeout. BTM to create ad spot. Approved creative material due on or before 9/13/24 for upload on 10/11/24. If approved creative material is not submitted on time, the ad will be pushed to the next available upload date for the theater. Thank you for your business!

I acknowledge that I have received, read and agree to the BTM Terms of Agreement and I understand that if I default under this agreement, my ad may cease to be displayed and that I am still liable for all payments due under this agreement.

Signature: _____
City of Susanville Gas Division

Print Name: _____

Date: _____

Signature: _____
BTM

Print Name: _____

Date: _____

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Marci Rojas, Public Works

Action Date: August 21, 2024

SUBJECT: Consider **Resolution No. 24-6346**, authorizing the Public Works Director to close one block of Sunkist Drive in front of the Senior Center for the purpose of a Superhero Fun Run and walk on Saturday, October 5, 2024, from 6:00am to 12:00pm.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: The City has received a request from Lassen Family Services to partner with them in conducting their annual Superhero Fun Run and Walk by closing a portion of Sunkist Rd between Santa Paula and Limoneria Ave. on October 5, 2024 from 6:00am to 12:00pm. Proceeds from the event benefit the Lassen Family Services Court Appointed Special Advocates for Children Program.

FISCAL IMPACT: Estimated cost is as follows : \$325.00 for two Public Works Department staff to set up and take down road closure.

\$360.00 for two Community Service Officers to attend

Total cost to the city would be \$685.00

ACTION REQUESTED: Motion to approve Resolution No. 24-6346, authorizing the Public Works Director to close one block of Sunkist Drive in front of the Senior Center for the purpose of a Superhero Fun Run and walk on Saturday, October 5, 2024, from 6:00am to 12:00pm.

ATTACHMENTS:
[24-6346.pdf](#)
[CASA Superhero Run 2024 request.pdf](#)

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RESOLUTION NO. 24-6346
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVE THE SUPERHERO FUN RUN EVENT SCHEDULED FOR SATURDAY,
OCTOBER 5, 2024, SPONSORED BY LASSEN FAMILY SERVICES CASA PROGRAM
AND APPROVE THE SUNKIST DR STREET CLOSURE AND SUPPORTED STAFF TO
ATTEND THE EVENT

WHEREAS, Lassen Family Services, CASA Program is sponsoring their annual Superhero Fun Run event scheduled for October 05, 2024; and

WHEREAS, the Superhero Fun Run event is a benefit to the community the City of Susanville; and

WHEREAS, Lassen Family Services, CASA Program has requested the closure of one block of Sunkist Drive between Santa Paula and Limoneria Ave. from 6:00am to 12:00pm on Saturday, October 5, 2024; and

WHEREAS, Lassen Family Services, CASA Program has requested two Community Services Officers be in attendance of the walk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby supports and approves the Superhero Fun Run event and the closure of Sunkist Drive and supported staff to attend.

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 21st day of August 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

City of Susanville Received

AUG 07 2024



July 16th, 2024

BUILDING & PLANNING

City of Susanville City Council
66 North Lassen Street
Susanville, CA 96130

Re: Rental of Riverside Soccer Field and Road Closure Request
Nonprofit request for waiver of fee

Susanville City Council:

Lassen Family Services CASA Program respectfully requests the rental fee be waived for use of the Riverside Park Soccer Field on October 5th, 2024. We are requesting permission to block off Limoneria Ave. to Santa Paula on Sunkist Drive from 6am-12pm to ensure the safety of our participants. We are also requesting to have the Community Service Officers to be in attendance of the run.

Our agency is planning to hold a Superhero Fun Run and Walk to benefit our CASA Program. Routes for the run and walk have been enclosed in this letter along with an explanation of the course and how it will be staffed. Susanville City Council will be named as a Partner for this event if the City Council requests.

Our CASA program recruits, screens and trains community volunteers to become advocates for children who have been removed from their homes because of abuse or neglect. They are sworn officers of the court and are specially trained to insure the child or children to whom they are appointed have a voice in court and do not "slip through the cracks" of the dependency court and foster care system. We currently have 13 CASAs who served 32 children in our community this last year, and CASA staff have served 43 children who were not assigned an advocate.

We expect approximately 150 people for this event. Please contact me at 530-250-3927 with any questions regarding this request and thank you for your consideration.

Sincerely,

Jennie A. Hoffman
CASA Program Manager
Lassen Family Services

cc: Dan Newton, City Administrator
Billy Hoffman, Assistant Director of Operations
Robert Godman, Public Works Director





CASA of Lassen Family Services

Court Appointed Special Advocates for Children

PO Box 710, 1306 Riverside Drive, Susanville, CA, 96130

(530) 257-4599

lfscasa2@lassenfamilyservices.org

What is a CASA? We are Court Appointed Special Advocates. We are trained volunteers in the community who are here to advocate for abused and neglected children while they are in the foster care and Dependency Court process. We come from all different backgrounds but have one thing in common, we care about the children of our community and are here as volunteers to make a difference and advocate for kids.

We meet with the child(ren) approximately once every two weeks. We attend court hearings. We write reports about every six months and make recommendations to the Judge regarding the best interests of the child. We are a voice for the child in court and express his or her wishes. We are a consistent presence for the child throughout the very stressful and sometimes confusing process of Dependency Court. We are *not* attorneys, therapists, doctors, teachers or social workers; we are volunteers who care about children. We review records, research information and talk to everyone involved in the case: social workers, attorneys, teachers, family members, therapists and, of course, the child.

The CASA program was started in Seattle, Washington in 1977 by a Juvenile Court Judge who felt he did not have all the information he needed to make some very important, often life changing decisions in the lives of the children in his court. Today, the CASA program has more than 85,000 volunteers nationwide who donate over 6 million hours and serve an estimated 260,000 children. In California, there are 44 CASA programs serving 51 counties.

After completing the training, we are sworn-in as Officers of the Court by the Dependency Court Judge. CASAs are referred by the Judge, but can be requested by the social worker, attorney, or service provider. A parent can even request a CASA be appointed for their child. Each CASA volunteer is assigned a CASA Supervisor to guide and supervise him or her through the process. We are constantly recruiting due to having a waiting list of children who have been referred a CASA by the court.

If you have any further questions about the CASA program, please feel free to contact our office.

Lassen Family Services CASA
1306 Riverside Drive
Susanville, CA 96130
(530) 257-4599

Become a CASA. Change a child's story.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Marci Rojas, Public Works

Action Date: August 21, 2024

SUBJECT: Consider **Resolution No. 24-6347**, authorizing the City of Susanville to agree to the terms of service agreement with the Stripe, Inc. to provide the processing of payments for Solar App Plus to the City of Susanville.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: On August 7, 2024 the city council approved Resolution 24-6340, which authorized the terms of service for Solar App Plus to be approved in order to implement the online, automated permitting platform as required by the State of California. Solar App Plus uses Stripe, Inc as their third party to process payments for their online permit processing system. We are asking the city council to authorize the City of Susanville to agree to the terms of the service agreement for Stripe, Inc. so the Finance Department can accept funds from the online service.

FISCAL IMPACT: Fiscal impact will be the ACH and/or Credit Card fees which will be paid by the customer through our fee schedule.

ACTION REQUESTED: Motion to approve Resolution No. 24-6347, authorizing the City of Susanville to agree to the terms of service agreement with the Stripe, Inc. to provide the processing of payments for Solar App Plus to the City of Susanville.

ATTACHMENTS:
[24-6347.pdf](#)
[Stripe, Inc service agreement.pdf](#)

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MANAGEMENT AND OWNERSHIP

⚠ **Missing business ownership information**

⚠ **Missing required information**
Account representative

PAYOUT DETAILS

⚠ **Missing a bank account**
Add a bank account where you'll receive your payouts.

TWO-STEP AUTHENTICATION

⚠ **Not enabled**
Set up two-factor authentication to protect your account.

TAX CALCULATION

Automatic tax calculation
Off



CLIMATE CONTRIBUTIONS

Climate contributions
Off



By submitting this form, you agree to the **Stripe Services Agreement**, to receiving text messages from Stripe, and you certify that the information provided is complete and correct. You also acknowledge the **Acquirer Disclosure**.



Stripe Services Agreement — United States

On this page

General Terms

Definitions

Services Terms

Read more about the changes made on December 15 [here](#).

Welcome to Stripe!

This Stripe Services Agreement includes this introduction, the General Terms, Definitions, Services Terms, and incorporated documents and terms (“**Agreement**”) and forms a legal agreement between Stripe, Inc. (“**Stripe**”) and you or the entity you represent (“**you**” and “**your**”). This Agreement governs your use of the Services.

This Agreement is effective upon the date you first access or use the Services (“**Effective Date**”) and continues until you or Stripe terminates it (this period, the “**Term**”). Capitalized terms used in this Agreement that are not defined inline are defined in the Definitions.

As referenced in Section 13 of the General Terms, any dispute between you and Stripe is subject to a class action waiver and must be resolved by individual binding arbitration. Please read the arbitration provision in this Agreement as it affects your rights under this Agreement.

General Terms

Last modified: December 15, 2023

You and Stripe agree as follows:

1. Your Stripe Account.

1.1 Eligibility.

Only businesses (including sole proprietors) and non-profit organizations located in the United States are eligible to apply for a Stripe Account and use the Services. Stripe and its Affiliates may provide Services to you or your Affiliates in other countries or regions under separate agreements. You and your Representative must not attempt to create a Stripe Account on behalf of or for the benefit of a user whose use of the Stripe services was suspended or terminated by Stripe, unless Stripe approves otherwise.

1.2 Business Representative.

You and your Representative individually affirm to Stripe that (a) your Representative is authorized to provide User Information on your behalf and to bind you to this Agreement; and (b) your Representative is an executive officer, senior manager or otherwise has significant responsibility for the control, management or direction of your business. Stripe may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority.

1.3 Sole Proprietors.

If you are a sole proprietor, you and your Representative also affirm that your Representative is personally responsible and liable for your use of the Services and your obligations to Customers, including payment of amounts you owe under this Agreement.

1.4 Age Requirements.

If you are a sole proprietor, and you are not old enough to enter into a contract on your own behalf (which is commonly but not always 18 years old), but you are 13 years old or older, your Representative must be your parent or legal guardian. If you are a legal entity that is owned, directly or indirectly, by an individual who is not old enough to enter into a contract on their

own behalf, but the individual is 13 years old or older, your Representative must obtain the consent of either your board or an authorized officer. The approving board, authorized officer, parent or legal guardian is responsible to Stripe and is legally bound to this Agreement as if it had agreed to this Agreement itself. You must not use the Services if you are under 13 years of age.

2. Services and Support.

2.1 Services.

Stripe (and its Affiliates, as applicable) will make available to you the Services, including those described in the applicable Services Terms, and, if applicable, give you access to a Stripe Dashboard.

2.2 Services Terms; Order of Precedence.

The Services Terms contain specific terms governing the parties' rights and obligations related to the Services described in those Services Terms. If there are no Services Terms for a particular Stripe service, then only these General Terms govern. By accessing or using a Service, you agree to comply with the applicable Services Terms. If any term in these General Terms conflicts with a term in any Services Terms or set of terms incorporated by reference into this Agreement, then unless terms of lower precedence expressly state to the contrary, the order of precedence is: (a) the Services Terms; (b) these General Terms; and (c) all terms incorporated by reference into this Agreement. Your access to or use of the Services may also be subject to additional terms to which you agree through the Stripe Dashboard.

2.3 Service Modifications and Updates.

Stripe may modify the Services and Stripe Technology at any time, including adding or removing functionality or imposing conditions on use of the Services. Stripe will notify you of material adverse changes in, deprecations to, or removal of functionality from, Services or Stripe Technology that you are using. Stripe is not obligated to provide any Updates. However, if Stripe makes an Update available, you must fully install the Update by the date or within the time period stated in Stripe's notice; or, if there is no date or period stated in the notice, then no later than 30 days after the date of the notice.

2.4 Subcontracting.

Stripe may subcontract its obligations under this Agreement to third parties.

2.5 Services Restrictions.

You may only use the Services for business purposes. You must not, and must not enable or allow any third party to:

- (a) use the Services for personal, family or household purposes;
- (b) act as service bureau or pass-through agent for the Services with no added value to Customers;
- (c) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited, or access or attempt to access non-public Stripe systems, programs, data, or services;
- (d) except as Law permits, reverse engineer or attempt to reverse engineer the Services or Stripe Technology;
- (e) use the Services to engage in any activity that is illegal, fraudulent, deceptive or harmful;
- (f) perform or attempt to perform any action that interferes with the normal operation of the Services or affects other Stripe users' use of Stripe services;
- (g) exceed any Services usage limitations stated in the Documentation; or
- (h) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any part of the Services, Documentation, or the Stripe Website except as permitted by Law.

2.6 Beta Services.

(a) *Classification.* Stripe may classify certain Stripe services or Stripe Technology, including a particular release or feature, as Beta. A Stripe service may be generally available in some circumstances (e.g., in some countries or regions) while still classified as Beta in other circumstances.

(b) *Nature of Beta Services.* By their nature, Beta Services may be feature-incomplete or contain bugs. Stripe may describe limitations that exist within a Beta Service; however, your reliance on the accuracy or completeness of these descriptions is at your own risk. You should not use Beta Services in a production environment until and unless you understand and accept the limitations and flaws that may be present in the Beta Services.

(c) *Feedback*. Unless Stripe otherwise agrees in writing, your use of Beta Services is confidential, and you must provide timely Feedback on the Beta Services in response to Stripe requests.

(d) *Availability During Beta Period*. Stripe may suspend or terminate your access to any Beta Services at any time.

2.7 Support.

Stripe will provide you with support to resolve general issues relating to your Stripe Account and your use of the Services through resources and documentation that Stripe makes available on the Stripe Website and in the Documentation. Stripe's support is also available by contacting Stripe at **contact us**. Stripe is not responsible for providing support to Customers.

2.8 Third-Party Services.

Stripe may reference, enable you to access, or promote (including on the Stripe Website) Third-Party Services. These Third-Party Services are provided for your convenience only and Stripe does not approve, endorse, or recommend any Third-Party Services to you. **Your access and use of any Third-Party Service is at your own risk and Stripe disclaims all responsibility and liability for your use of any Third-Party Service. Third-Party Services are not Services and are not governed by this Agreement or Stripe's Privacy Policy. Your use of any Third-Party Service, including those linked from the Stripe Website, is subject to that Third-Party Service's own terms of use and privacy policies (if any).**

3. Information; Your Business.

3.1 User Information.

Upon Stripe's request, you must provide User Information to Stripe in a form satisfactory to Stripe. You must keep the User Information in your Stripe Account current. You must promptly update your Stripe Account with any changes affecting you, the nature of your business activities, your Representative, beneficial owners, principals, or any other pertinent information. You must immediately notify Stripe, and provide to Stripe updated User Information, if (a) you experience or anticipate experiencing a Change of Control; (b) you experience or anticipate experiencing a material change in your business or financial condition, including if you experience or are likely to experience an Insolvency Proceeding; (c) the regulatory status of the business for which you are using the Services changes, including if

it becomes subject, or no longer subject, to regulatory oversight; or (d) a Governmental Authority has notified you that you or your business is the subject of investigative action.

3.2 Information Retrieved by Stripe.

You authorize Stripe to retrieve information about you and your business from Stripe's service providers and other third parties, including credit reporting agencies, banking partners and information bureaus, and you authorize and direct those third parties to compile and provide that information to Stripe. This information may include your, or your Representative's, name, addresses, credit history, banking relationships, and financial history.

4. Services Fees; Taxes.

4.1 Services Fees.

The Fees are stated on the Stripe Pricing Page, unless you and Stripe otherwise agree in writing. Stripe may revise the Fees at any time. If Stripe revises the Fees for a Service that you are currently using, Stripe will notify you at least 30 days before the revised Fees apply to you.

4.2 Collection of Fees and Other Amounts.

You must pay, or ensure that Stripe is able to collect, Fees and other amounts you owe under this Agreement when due. Stripe may deduct, recoup or setoff Fees and other amounts you owe under this Agreement, or under any other agreements you have with Stripe or any of its Affiliates, from your Stripe Account balance, or invoice you for those amounts. If you fail to pay invoiced amounts when due, if your Stripe Account balance is negative or does not contain funds sufficient to pay amounts that you owe under this Agreement, or under any other agreement with Stripe or any of its Affiliates, or if Stripe is unable to collect amounts due from your Stripe Account balance, then Stripe may, to the extent Law permits, deduct, recoup or setoff those amounts from: (a) if established and applicable, each Reserve; (b) funds payable by Stripe or its Affiliate to you or your Affiliate; (c) if established, each User Affiliate Reserve; (d) each User Bank Account; and (e) the Stripe account balance of each Stripe account that Stripe determines, acting reasonably, is associated with you or your Affiliate. If the currency of the amount being deducted is different from the currency of the amount you owe, Stripe may deduct, recoup or setoff an amount equal to the amount owed (using Stripe's conversion rate) together with any fees Stripe incurs in making the conversion.

4.3 Debit Authorization.

Without limiting Section 4.2 of these General Terms, you authorize Stripe to debit each User Bank Account without separate notice, and according to the applicable **User Bank Account Debit Authorization**, to collect amounts you owe under this Agreement. If Stripe is unable to collect those amounts by debiting a User Bank Account, then you immediately grant to Stripe a new, original authorization to debit each User Bank Account without notice and according to the applicable **User Bank Account Debit Authorization**. Stripe may rely on this authorization to make one or more attempts to collect all or a subset of the amounts owed. Your authorization under this Section 4.3 will remain in full force and effect until (a) all of your Stripe Accounts are closed; or (b) all fees and other amounts you owe under this Agreement are paid, whichever occurs later. If applicable debit scheme authorization rules grant you the right to revoke your debit authorization, then to the extent Law permits, you waive that right.

4.4 Taxes.

Stripe's fees exclude all Taxes, except as the Stripe Pricing Page states to the contrary. You have sole responsibility and liability for:

(a) determining which, if any, Taxes or fees apply to the sale of your products and services, acceptance of donations, or payments you make or receive in connection with your use of the Services; and

(b) assessing, collecting, reporting and remitting Taxes for your business.

If Stripe is required to withhold any Taxes, Stripe may deduct those Taxes from amounts otherwise owed to you and pay those Taxes to the appropriate taxing authority. If you are exempt from paying, or are otherwise eligible to pay a reduced rate on, those Taxes, you may provide to Stripe an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status or reduced rate eligibility, in which case Stripe will not deduct the Taxes covered by the certificate. You must provide accurate information regarding your tax affairs as Stripe reasonably requests, and must promptly notify Stripe if any information that Stripe prepopulates is inaccurate or incomplete. Stripe may send documents to you and taxing authorities for transactions processed using the Services. Specifically, Law may require Stripe to file periodic informational returns with taxing authorities related to your use of the Services. Stripe may send tax-related information electronically to you.

5. User Bank Accounts; Funds.

5.1 User Bank Accounts; Prohibition on Grant or Assignment.

You must designate at least one User Bank Account in connection with the Services. Stripe may debit and credit a User Bank Account as described in this Agreement. You must not grant or assign to any third party any lien on or interest in funds that may be owed to you under this Agreement until the funds are deposited into a User Bank Account.

5.2 Holding of Funds.

To the extent Law and the applicable Financial Services Terms permit, Stripe and its applicable Affiliates may invest funds they hold into liquid investments. Stripe or its applicable Affiliates will (a) hold these investments separate from investments made with their own funds; and (b) own, and User will not receive, any earnings from these investments. Stripe's investment of funds will not affect or delay its payout obligations under this Agreement.

5.3 Regulated Money Transmission; Stripe Status.

Certain Services involve regulated money transmission under U.S. Law. To the extent that your use of the Services involves money transmission or other regulated services under U.S. Law, Stripe's Affiliate, SPC, provides those regulated Services, and the SPC terms located on or accessible from the Stripe Legal Page will apply to you, unless the applicable Services Terms specify otherwise. Stripe is not a bank, and does not accept deposits.

5.4 Dormant Accounts.

If you leave any funds dormant in a Stripe Account and you do not instruct Stripe on where to send them, Stripe may deem the funds abandoned by you and deliver them to the appropriate Governmental Authority. However, if Law requires, Stripe will attempt to notify you before doing so.

6. Termination; Suspension; Survival.

6.1 Termination.

(a) *Your Termination.* You may terminate this Agreement at any time by closing your Stripe Account. To do so, you must open the **account information tab in your account settings**, select “close my account” and stop using the Services. If after termination you use the Services again, this Agreement will apply with an Effective Date that is the date on which you first use the Services again.

(b) *Stripe Termination.* Stripe may terminate this Agreement (or any part) or close your Stripe Account at any time for any or no reason (including if any event listed in Sections 6.2(a)–(i) of these General Terms occurs) by notifying you. In addition, Stripe may terminate this Agreement (or relevant part) for cause if Stripe exercises its right to suspend Services (including under Section 6.2 of these General Terms) and does not reinstate the suspended Services within 30 days.

(c) *Termination for Material Breach.* A party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach. If the material breach affects only certain Services, the non-breaching party may choose to terminate only the affected Services.

(d) *Effect on Other Agreements.* Unless stated to the contrary, termination of this Agreement will not affect any other agreement between the parties or their Affiliates.

6.2 Suspension.

Stripe may immediately suspend providing any or all Services to you, and your access to the Stripe Technology, if:

(a) Stripe believes it will violate any Law, Financial Services Terms or Governmental Authority requirement;

(b) a Governmental Authority or a Financial Partner requires or directs Stripe to do so;

(c) you do not update in a timely manner your implementation of the Services or Stripe Technology to the latest production version Stripe recommends or requires;

(d) you do not respond in a timely manner to Stripe's request for User Information or do not provide Stripe adequate time to verify and process updated User Information;

(e) you breach this Agreement or any other agreement between the parties;

(f) you breach any Financial Services Terms;

(g) you enter an Insolvency Proceeding;

(h) Stripe believes that you are engaged in a business, trading practice or other activity that presents an unacceptable risk to Stripe; or

(i) Stripe believes that your use of the Services (i) is or may be harmful to Stripe or any third party; (ii) presents an unacceptable level of credit risk; (iii) increases, or may increase, the rate of fraud that Stripe observes; (iv) degrades, or may degrade, the security, stability or reliability of the Stripe services, Stripe Technology or any third party's system (e.g., your involvement in a distributed denial of service attack); (v) enables or facilitates, or may enable or facilitate, illegal or prohibited transactions; or (vi) is or may be unlawful.

6.3 Survival.

The following will survive termination of this Agreement:

(a) provisions that by their nature are intended to survive termination (including Sections 4, 7.2, 9.4, 11, 12 and 13 of these General Terms); and

(b) provisions that allocate risk, or limit or exclude a party's liability, to the extent necessary to ensure that a party's potential liability for acts and omissions that occur during the Term remains unchanged after this Agreement terminates.

7. Use Rights.

7.1 Use of Services.

Subject to the terms of this Agreement, Stripe grants you a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to access the Documentation, and access and use the Stripe Technology, as long as your access and use is (a) solely as necessary to use the Services; (b) solely for your business purposes; and (c) in compliance with this Agreement and the Documentation.

7.2 Feedback.

During the Term, you and your Affiliates may provide Feedback to a Stripe Entity. You grant, on behalf of yourself and your Affiliates, to Stripe and its Affiliates a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to exploit that Feedback for any purpose, including developing, improving, manufacturing, promoting, selling and maintaining the Stripe services. All Feedback is Stripe's confidential information.

7.3 Marks Usage.

Subject to the terms of this Agreement, each party grants to the other party and its Affiliates a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to use the Marks of the grantor party or its Affiliate solely to identify Stripe as your service provider. Accordingly, Stripe and its Affiliates may use those Marks:

- (a) on Stripe webpages and apps that identify Stripe's customers;
- (b) in Stripe sales/marketing materials and communications; and
- (c) in connection with promotional activities to which the parties agree in writing.

When using Marks of a Stripe Entity, you must comply with the **Stripe Marks Usage Terms** and all additional usage terms and guidelines that Stripe provides to you in writing (if any). All goodwill generated from the use of Marks will inure to the sole benefit of the Mark owner.

7.4 No Joint Development; Reservation of Rights.

Any joint development between the parties will require and be subject to a separate agreement between the parties. Nothing in this Agreement assigns or transfers ownership of any IP Rights to the other party. All rights (including IP Rights) not expressly granted in this Agreement are reserved.

8. Privacy and Data Use.

8.1 Privacy Policies.

Each party will make available a Privacy Policy that complies with Law. Stripe's **Privacy Policy** explains how and for what purposes Stripe collects, uses, retains, discloses and safeguards the Personal Data you provide to Stripe.

8.2 Disclosures.

When you provide Personal Data to Stripe, or authorize Stripe to collect Personal Data, you must provide all necessary notices to, and obtain all necessary rights and consents from, the applicable individuals (including your Customers) sufficient to enable Stripe to lawfully collect, use, retain and disclose the Personal Data in the ways this Agreement and Stripe's **Privacy Policy** describe. You will determine the content of the notices you provide to your Customers.

8.3 Personal Data.

Stripe will Process Personal Data for the purposes described in Section 2 of the **Data Processing Agreement**. You are responsible for being aware of, and complying with, Law governing your use, storage and disclosure of Personal Data.

8.4 Data Processing Agreement.

The **Data Processing Agreement**, including the Data Transfers Addendum, that applies to your use of the Services and transfer of Personal Data, is incorporated into this Agreement by this reference. Each party will comply with the Data Processing Agreement.

8.5 Stripe Data.

You may use the Stripe Data only as this Agreement and other applicable agreements between a Stripe Entity and you (or your Affiliates, if applicable) permit.

8.6 Retention of Data.

Stripe is not obligated to retain data after the Term, except as (a) required by Law; (b) required for Stripe to perform any post-termination obligations; (c) this Agreement otherwise states; or (d) the parties otherwise agree in writing.

8.7 Use of Fraud Signals.

If Stripe provides you with information regarding the possibility or likelihood that a transaction may be fraudulent or that an individual cannot be verified, Stripe may incorporate your subsequent actions and inactions into Stripe's fraud and verification model, for the purpose of identifying future potential fraud. Please see the **Stripe Privacy Center** for more information on **Stripe's collection of end-customer data** for this purpose and for **guidance on how to notify your Customers**.

9. Data Security.

9.1 Controls.

Each party will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect data in its possession or under its control from unauthorized access, accidental loss and unauthorized modification. You are responsible for implementing administrative, technical, and physical controls that are appropriate for your business.

9.2 PCI-DSS.

Stripe will make reasonable efforts to provide the Services in a manner consistent with PCI-DSS requirements that apply to Stripe.

9.3 Stripe Account Credentials.

You must prevent any Credential Compromise, and otherwise ensure that your Stripe Account is not used or modified by anyone other than you and your representatives. If a Credential Compromise occurs, you must promptly notify and cooperate with Stripe, including by providing information that Stripe requests. Any act or failure to act by Stripe will not diminish your responsibility for Credential Compromises.

9.4 Data Breach.

You must notify Stripe immediately if you become aware of an unauthorized acquisition, modification, disclosure, access to, or loss of Personal Data on your systems.

9.5 Audit Rights.

If Stripe believes that a compromise of data has occurred on your systems, website, or app, Stripe may require you to permit a Stripe approved third-party auditor to audit the security of your systems and facilities. You must fully cooperate with all auditor requests for information or assistance. As between the parties, you are responsible for all costs and expenses associated with these audits. Stripe may share with Financial Services Partners any report the auditor issues.

10. Representations and Warranties.

10.1 Representations and Warranties.

You represent as of the Effective Date, and warrant at all times during the Term, that:

(a) you have the right, power, and ability to enter into and perform under this Agreement;

(b) you are a business (which may be a sole proprietor) or a non-profit organization located in the United States and are eligible to apply for a Stripe account and use the Services;

- (c) you have, and comply with, all necessary rights, consents, licenses, and approvals for the operation of your business and to allow you to access and use the Services in compliance with this Agreement and Law;
- (d) your employees, contractors and agents are acting consistently with this Agreement;
- (e) your use of the Services does not violate or infringe upon any third-party rights, including IP Rights, and you have obtained, as applicable, all necessary rights and permissions to enable your use of Content in connection with the Services;
- (f) you are authorized to initiate settlements to and debits from the User Bank Accounts;
- (g) you comply with Law with respect to your business, your use of the Services and Stripe Technology, and the performance of your obligations in this Agreement;
- (h) you comply with the Documentation;
- (i) you comply with the Financial Services Terms, and are not engaging in activity that any Financial Partner identifies as damaging to its brand;
- (j) you do not use the Services to conduct a Restricted Business, transact with any Restricted Business, or enable any individual or entity (including you) to benefit from any Restricted Business;
- (k) you own each User Bank Account, and each User Bank Account is located in a Stripe-approved country for the location of your Stripe Account, as described in the Documentation; and
- (l) all information you provide to Stripe, including the User Information, is accurate and complete.

10.2 Scope of Application.

Unless this Agreement states to the contrary elsewhere, the representations and warranties in Sections 10.1 and 15.9 of these General Terms apply generally to your performance under this Agreement. Additional representations and warranties that apply only to a specific Service may be included in the Services Terms.

11. Indemnity.

11.1 Stripe IP Infringement.

(a) *Defense and Indemnification.* Stripe will defend you against any IP Claim and indemnify you against all IP Claim Losses.

(b) *Limitations.* Stripe's obligations in this Section 11.1 do not apply if the allegations do not specify that the Stripe Technology, Services, or Mark of a Stripe Entity is the basis of the IP Claim, or to the extent the IP Claim or IP Claim Losses arise out of:

(i) the use of the Stripe Technology or Services in combination with software, hardware, data, or processes not provided by Stripe;

(ii) failure to implement, maintain and use the Stripe Technology or Services in accordance with the Documentation and this Agreement;

(iii) your breach of this Agreement; or

(iv) your negligence, fraud or willful misconduct.

(c) *Process.* You must promptly notify Stripe of the IP Claim for which you seek indemnification; however, any delay or failure to notify will not relieve Stripe of its obligations under this Section 11, except to the extent Stripe has been prejudiced by the delay or failure. You must give Stripe sole control and authority to defend and settle the IP Claim, but (i) you may participate in the defense and settlement of the IP Claim with counsel of your own choosing at your own expense; and (ii) Stripe will not enter into any settlement that imposes any obligation on you (other than payment of money, which Stripe will pay) without your consent. You must reasonably assist Stripe in defending the IP Claim.

(d) *Other Stripe Actions.* Stripe may in its discretion and at no additional expense to you:

(i) modify the Stripe Technology or Services so that they are no longer claimed to infringe or misappropriate IP Rights of a third party;

(ii) replace the affected Stripe Technology or Services with a non-infringing alternative;

(iii) obtain a license for you to continue to use the affected Stripe Technology, Services, or Mark; or

(iv) terminate your use of the affected Stripe Technology, Services, or Mark upon 30 days' notice.

(e) ***Exclusive Remedy.*** This Section 11.1 states Stripe's sole liability, and your sole and exclusive right and remedy, for infringement by the Stripe Technology, Services, or Marks of a Stripe Entity, including any IP Claim.

11.2 User Indemnification.

(a) ***Defense.*** You will defend the Stripe Parties against any Claim made against any of the Stripe Parties to the extent arising out of or relating to:

(i) your breach of any of your representations, warranties or obligations under this Agreement;

(ii) your use of the Services, including use of Personal Data;

(iii) an allegation that any of the Marks you license to Stripe, or your Content, infringes on or misappropriates the rights, including IP Rights, of the third party making the Claim; or

(iv) a User Party's negligence, willful misconduct or fraud.

(b) ***Indemnification.*** You will indemnify the Stripe Parties against all Stripe Losses arising out of or relating to Claims described in this Section 11.2.

12. Disclaimer and Limitations on Liability.

The following disclaimer and limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

12.1 Disclaimer.

Stripe provides the Services and Stripe Technology "AS IS" and "AS AVAILABLE". Except as expressly stated as a "warranty" in this Agreement, and to the maximum extent permitted by Law, Stripe does not make any, and expressly disclaims all, express and implied warranties and statutory guarantees with respect to its performance under this Agreement, the Services, Financial Partners, the Stripe Technology, Stripe Data and the Documentation, including as related to availability, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising out of any course of dealing, course of performance or usage in trade. The Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to hacking, tampering, or other unauthorized access or use of the Services, your Stripe Account, or

Protected Data, or your failure to use or implement anti-fraud or data security measures. Further, the Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to (a) your access to, or use of, the Services in a way that is inconsistent with this Agreement or the Documentation; (b) unauthorized access to servers or infrastructure, or to Stripe Data or Protected Data; (c) Service interruptions or stoppages; (d) bugs, viruses, or other harmful code that may be transmitted to or through the Service (e) errors, inaccuracies, omissions or losses in or to any Protected Data or Stripe Data; (f) Content; or (g) your or another party's defamatory, offensive, fraudulent, or illegal conduct.

12.2 LIMITATIONS ON LIABILITY.

(a) *Indirect Damages.* To the maximum extent permitted by Law, the Stripe Parties will not be liable to you or your Affiliates in relation to this Agreement or the Services during and after the Term, whether in contract, negligence, strict liability, tort or other legal or equitable theory, for any lost profits, personal injury, property damage, loss of data, business interruption, indirect, incidental, consequential, exemplary, special, reliance, or punitive damages, even if these losses, damages, or costs are foreseeable, and whether or not you or the Stripe Parties have been advised of their possibility.

(b) *General Damages.* To the maximum extent permitted by Law, the Stripe Parties will not be liable to you or your Affiliates in relation to this Agreement or the Services during and after the Term, whether in contract, negligence, strict liability, tort or other legal or equitable theory, for losses, damages, or costs exceeding in the aggregate the greater of (i) the total amount of Fees you paid to Stripe (excluding all pass-through fees levied by Financial Partners) during the 3-month period immediately preceding the event giving rise to the liability; and (ii) \$500 USD.

13. Dispute Resolution; Agreement to Arbitrate.

13.1 Governing Law.

The laws of the state of California will govern this Agreement, without giving effect to its conflict of law principles.

13.2 Binding Arbitration.

(a) All disputes, claims and controversies, whether based on past, present or future events, arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the

determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's IP Rights (which will be resolved in litigation before the United States District Court for the Northern District of California), will be determined by binding arbitration in San Francisco, California before a single arbitrator.

(b) The American Arbitration Association will administrate the arbitration under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 USD (excluding interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 USD (excluding interest, attorneys' fees and arbitration fees and costs), and in other cases where the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply.

(c) The arbitrator will apply the substantive law of the State of California and of the United States, excluding their conflict or choice of law rules.

(d) Nothing in this Agreement will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(e) The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this Section 13 referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. Sections 1-16) will govern any arbitration conducted in accordance with this Agreement.

13.3 Arbitration Procedure.

(a) A party must notify the other party of its intent to commence arbitration prior to commencing arbitration. The notice must specify the date on which the arbitration demand is intended to be filed, which must be at least 30 days after the date of the notice. During this time period, the parties will meet for the purpose of resolving the dispute prior to commencing arbitration.

(b) Subject to Section 13.3(a) of these General Terms, each party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, stating the subject of the dispute and the relief requested.

(c) Subject to the disclaimers and limitations of liability stated in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of California. In making a determination, the arbitrator will not have the

authority to modify any term of this Agreement. The arbitrator will deliver a reasoned, written decision with respect to the dispute to each party, who will promptly act in accordance with the arbitrator's decision. Any award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in San Francisco, California. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

(d) In accordance with the AAA Rules, the party initiating the arbitration is responsible for paying the applicable filing fee. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or relating to this Agreement, the arbitrator will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

13.4 Confidentiality.

The parties will keep confidential the existence of the arbitration, the arbitration proceeding, the hearing and the arbitrator's decision, except (a) as necessary to prepare for and conduct the arbitration hearing on the merits; (b) in connection with a court application for a preliminary remedy, or confirmation of an arbitrator's decision or its enforcement; (c) Stripe may disclose the arbitrator's decision in confidential settlement negotiations; (d) each party may disclose as necessary to professional advisors that are subject to a strict duty of confidentiality; and (e) as Law otherwise requires. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration, except as Law requires or if the evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

13.5 Conflict of Rules.

In the case of a conflict between the provisions of this Section 13 and the AAA Rules, the provisions of this Section 13 will prevail.

13.6 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or

consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.7 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

14. Modifications to this Agreement.

Stripe may modify all or any part of this Agreement at any time by posting a revised version of the modified General Terms (including the introduction to this Agreement and the Definitions), Services Terms or terms incorporated by reference on the Stripe Legal Page or by notifying you. The modified Agreement is effective upon posting or, if Stripe notifies you, as stated in the notice. By continuing to use Services after the effective date of any modification to this Agreement, you agree to be bound by the modified Agreement. It is your responsibility to check the Stripe Legal Page regularly for modifications to this Agreement. Stripe last modified these General Terms on the date listed under the “General Terms” heading, and each set of Services Terms on the date listed under the heading for those terms. Except as this Agreement (including in this Section 14) otherwise allows, this Agreement may not be modified except in a writing signed by the parties.

15. General Provisions.

15.1 Electronic Communications.

By accepting this Agreement or using any Service, you consent to electronic communications as described in the E-SIGN Disclosure, which is incorporated into this Agreement by this reference.

15.2 Notices and Communications.

(a) *Notices to Stripe.* Unless this Agreement states otherwise, for notices to Stripe, you must **contact us**. A notice you send to Stripe is deemed to be received when Stripe receives it.

(b) *Communications to you.* In addition to sending you a Communication electronically as Section 15.1 of these General Terms describes, Stripe may send you Communications by physical mail or delivery service to the postal address listed in the applicable Stripe Account. A Communication Stripe sends to you is deemed received by you on the earliest of (i) when posted to the Stripe Website or Stripe Dashboard; (ii) when sent by text message or email; and (iii) three business days after being sent by physical mail or when delivered, if sent by delivery service.

15.3 Legal Process.

Stripe may respond to and comply with any Legal Process that Stripe believes to be valid. Stripe may deliver or hold any funds or, subject to the terms of Stripe's Privacy Policy, any data as required under the Legal Process, even if you are receiving funds or data on behalf of other parties. Where Law permits, Stripe will notify you of the Legal Process by sending a copy to the email address in the applicable Stripe Account. Stripe is not responsible for any losses, whether direct or indirect, that you may incur as a result of Stripe's response or compliance with a Legal Process in accordance with this Section 15.3.

15.4 Collection Costs.

You are liable for all costs Stripe incurs during collection of any amounts you owe under this Agreement, in addition to the amounts you owe. Collection costs may include attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, applicable interest, and any other related cost.

15.5 Interpretation.

(a) No provision of this Agreement will be construed against any party on the basis of that party being the drafter.

(b) References to "includes" or "including" not followed by "only" or a similar word mean "includes, without limitation" and "including, without limitation," respectively.

(c) Except where expressly stated otherwise in a writing executed between you and Stripe, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services.

(d) All references in this Agreement to any terms, documents, Law or Financial Services Terms are to those items as they may be amended, supplemented or replaced from time to time. All references to APIs and URLs are references to those APIs and URLs as they may be updated or replaced.

(e) The section headings of this Agreement are for convenience only, and have no interpretive value.

(f) Unless expressly stated otherwise, any consent or approval that may be given by a party (i) is only effective if given in writing and in advance; and (ii) may be given or withheld in the party's sole and absolute discretion.

(g) References to "business days" means weekdays on which banks are generally open for business. Unless specified as business days, all references in this Agreement to days, months or years mean calendar days, calendar months or calendar years.

(h) Unless expressly stated to the contrary, when a party makes a decision or determination under this Agreement, that party has the right to use its sole discretion in making that decision or determination.

(i) The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

15.6 Waivers.

To be effective, a waiver must be in a writing signed by the waiving party. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

15.7 Force Majeure.

Stripe and its Affiliates will not be liable for any losses, damages, or costs you suffer, or delays in a Stripe Entity's performance or non-performance, to the extent caused by a Force Majeure Event.

15.8 Assignment.

You may not assign or transfer any obligation or benefit under this Agreement without Stripe's consent. Any attempt to assign or transfer in violation of the previous sentence will be void in each instance. If you wish to assign this Agreement, please contact us. Stripe may, without your consent, freely assign and transfer this Agreement, including any of its rights or obligations under this Agreement. This Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns.

15.9 Export Control.

You must not use or otherwise export, re-export or transfer the Stripe Technology except as authorized by United States law and the laws of the jurisdiction(s) in which the Stripe Technology was distributed and obtained, including by providing access to Stripe Technology (a) to any individual or entity ordinarily resident in a High-Risk Jurisdiction; or (b) to any High-Risk Person. By using the Stripe Technology, you represent as of the Effective Date and warrant during the Term that you are not (x) located in or organized under the laws of any High-Risk Jurisdiction; (y) a High-Risk Person; or (z) owned 50% or more, or controlled, by individuals and entities (i) located in or, as applicable, organized under the laws of any High-Risk Jurisdiction; or (ii) any of whom or which is a High-Risk Person. You must not use the Stripe Technology for any purposes prohibited by Law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

15.10 No Agency.

Each party to this Agreement, and each Financial Partner, is an independent contractor. Nothing in this Agreement serves to establish a partnership, joint venture, or general agency relationship between Stripe and you, or with any Financial Partner. If this Agreement expressly establishes an agency relationship between you as principal and a Stripe Entity as agent, the agency conferred, including your rights as principal and a Stripe Entity's obligations as agent, is limited strictly to the stated appointment and purpose and implies no duty to you, or a Stripe Entity, and will in no event establish an agency relationship for tax purposes.

15.11 Severability.

If any court or Governmental Authority determines a provision of this Agreement is unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provision were not present, and that any partially valid and enforceable provision be enforced to the extent that it is enforceable.

15.12 Cumulative Rights; Injunctions.

The rights and remedies of the parties under this Agreement are cumulative, and each party may exercise any of its rights and enforce any of its remedies under this Agreement, along with all other rights and remedies available to it at law, in equity or under the Financial Services Terms. Any material breach by a party of Section 7 or Section 8 of these General Terms could cause the non-breaching party irreparable harm for which the non-breaching party has no adequate remedies at law. Accordingly, the non-breaching party is entitled to seek specific performance or injunctive relief for the breach.

15.13 Entire Agreement.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Erik Edholm, Public Works

Action Date: August 21, 2024

SUBJECT: Consider **Resolution No. 24-6348**, authorizing Mayor to sign Amendment No. 4 to Agreement No. 19-03 Between REY and the city of Susanville for the design phase of Southeast Gateway Project.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: The City has been working to complete the Southeast Gateway project. The City awarded the project to S.T. Rhoades on July 16, 2024. Construction is expected to start within 30 days. Additional design work was required prior to bid and additional construction related items are required during the construction phase of the project. Due to staffing shortages staff is not be able to complete some elements of the design/construction engineering work. REY engineering is able to complete the additional work at a cost of \$73,675,30. Extra work items include: Preparation of Resident Engineer Binder, Construction Engineering Services, and As-Built/Record Drawings. There is adequate funding available using RMRA funding to complete the work.

FISCAL IMPACT: Increase Contract Amount of \$73,675 using Road Maintenance and Rehabilitation Account Funds.

ACTION REQUESTED: Motion to approve Resolution No. 24-6348, authorizing Mayor to sign Amendment No. 4 to Agreement No. 19-03 Between REY and the city of Susanville for the design/construction phase of Southeast Gateway Project.

ATTACHMENTS:
[24-6348.pdf](#)
[211006_Amendment_REY_SE_Gateway_4.pdf](#)
[Susanville Gateway - Amendment 4 Req.pdf](#)

**AMENDMENT NO. 4 TO AGREEMENT No. 19-03 BETWEEN REY AND CITY OF SUSANVILLE FOR
DESIGN/CONSTRUCTION PHASE OF S.E. GATEWAY PROJECT**

This Amendment No. 4 to the Agreement for Design Services, dated July 3rd, 2019 ("Agreement"), between R.E.Y. Engineers Inc. (Consultant) and the City of Susanville ("City") is made and entered into this 21st day of August, 2024.

RECITALS

WHEREAS, the S.E. gateway project is a City sponsored project located on SR 36 (Main Street in Susanville) with Caltrans providing project oversight; and

WHEREAS, as part of the review process, additional scope items have been identified as necessary to complete the design and construction phase of the project; and

WHEREAS, Consultant has provided City with a proposal to complete the additions work items, attached hereto as Exhibit A; and

WHEREAS, the additional work items include:

- Resident Engineer Binder
- Construction Engineering Support
- As-Built/Record Drawings

WHEREAS, additional work items are estimated at a cost of \$73,675; and

WHEREAS, the City has additional capacity in RMRA funding to cover the additional \$50,300; and

WHEREAS, the term of the agreement expired on December 31, 2023; and

WHEREAS, the Agreement provides for a term extension if mutually agreed to by both parties.

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

- 1) ARTICLE 2: TERM; Agreement Term is extended to December 31, 2024
- 2) ARTICLE 4: SCOPE OF SERVICES AND COMPENSATION; Scope of Services is modified to include the following and as detailed in Exhibit A:
 - Resident Engineer Binder
 - Construction Engineering Support
 - As-Built/Record Drawings
- 3) ARTICLE 4 & 5; Not to exceed cost is increased from \$305,804 to \$379,479

2. Remaining Terms Unaffected

Except as expressly provided herein, nothing in this Amendment No. 4 shall be deemed to waive or modify

any of the other provisions of the Agreement or prior amendments. In the event of any conflict between this Amendment No.4 and the Agreement, or any previous amendments, the terms of this Amendment No. 4 shall prevail.

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

Approved by City:

Mendy Schuster, Mayor

Date: _____

Attest:

Heidi Whitlock, City Clerk

Date: _____

Approved as to Form:

Margaret Long, Susanville City Attorney

Date: _____

Approved by Consultant:

By:_____

Date: _____

Name: _____

Address:_____



August 6, 2024

Dan Newton,
City Administrator
66 North Lassen Street
Susanville, Ca 96130-3904

Sent via email

**Subject: Contract Amendment Request No. 4
Southeast Gateway Project**

Dear Mr. Newton,

The Susanville Gateway project has completed 100% design. With Contract Amendment No. 3, it was believed that the Encroachment Permit would be issued after the Quality Management Plan had been prepared. However, through significant coordination efforts, and circulation of the encroachment permit, Caltrans found that the permit could not be issued as the bid documents included landscaping improvements which are not funded or included in a maintenance agreement.

In an attempt to procure the Encroachment Permit, R.E.Y. worked with the City to develop a bid alternative to separate the landscape items. Further emails and phone calls were conducted with Caltrans to procure approval of the Encroachment Permit with the bid alternative. Caltrans ultimately rejected this proposal as funding for the construction of the landscape improvements was not identified.

R.E.Y. was then directed to remove the landscape design from the bid documents. The bid documents have been revised and submitted to the City for endorsement, then submittal to Caltrans for approval and issuance of the encroachment permit.

Subsequent to the removal of the landscape design, funding was procured to construct the project with the landscaping as bid alternates. Changes were made to the plans, specification and estimates to include specific plants selected by the City providing a set of base plans with two bid Alternates for landscape improvements. During the final stages of obtaining the Encroachment Permit, Caltrans requested the removal of Landscape Alternatives from the project.

The City has also requested engineering construction support for this project. See below for an outline of the services R.E.Y. will provide to the City.

**TASK 13: Construction Support
1. Resident Engineer (RE) Binder**

Once the bidding is complete and a contractor has been selected, construction documents will be prepared. All addendums will be merged into one complete set of conformed construction documents. In addition to preparation of the project conform set, R.E.Y. will prepare and provide a project RE Binder. Having the history and background of a project, it is important to share more than just the bid documents with the construction management team. We will compile an RE binder that includes quantity calculations, notes about important/unique specifications, CAD files, critical notes for the RE that outline special conditions or specifications and any other information that may be helpful for the inspectors

during construction. Once the bidding is complete and a contractor has been selected, construction documents will be prepared. All addendums will be merged into one complete set of conformed construction documents.

Deliverable(s):

- RE Binder (.pdf format)
- Construction Plans and Specifications (.dwg, .docx, and .pdf formats)
- Quantity calculations (.xlsx and .pdf formats)
- Designer notes (.pdf format)

2. Construction Engineering Support

Once construction is underway, we will periodically touch base with the construction management team to check on the status of construction and offer our assistance. Our team will also be available to respond to project RFI's and, if required, prepare plan set updates for CCO's. We will provide as-needed engineering consultation during construction, up to our available contract amount.

Deliverable(s):

- Responses to Construction RFI's (up to 40 hours)
- Assistance with Contract Change Orders (up to 40 hours)
- Attend one (1) Pre-Construction Meeting (virtual)
- Perform up to three (3) construction site visits
- Attend up to eighteen (18) construction meetings (virtual)

3. As-Built/Record Drawings

After construction is completed, we will prepare record drawings based on information supplied by the construction manager and contractor. Accurately preparing record drawings is critical for the City records and often overlooked. The record drawing will include all field changes and be completed quickly for inclusion into the City's archive system.

Deliverable(s):

- Performing a Final Inspection for Design Conformity
- As-Built/Record Drawings (.dwg and .pdf formats)

Assumptions (Task 13)

- Construction management and inspection services are not included in our scope of services.
- Attendance at Pre-Construction Meeting and construction meetings will be virtual.

Contract Bidding Assistance and Services During Construction have been estimated using the values identified above and will be provided up to our remaining available budget.

The table below summarizes the costs to-date and projections through completion.

Cost Summary:

<u>Description</u>	<u>Total Value</u>
Contract	\$179,804
Amendment 1	\$75,700
Amendment 2 Time Extension	\$0
Amendment 3	\$50,300
Amendment 4	
Bid Document changes, landscape permutations, extended Caltrans coordination, final Landscape Plans with	\$23,958

plant substitutions and bid alternatives, bid support and addendum.	
Time Extension	\$0
Construction Support Services	\$49,717
Contract Including Amendments	\$379,479

R.E.Y. respectfully requests contract amendment #4 in the amount of \$73,675 for completion of the items of work identified above as beyond the contracted scope of work.

Should you have any questions during your evaluation of this request, please do not hesitate to call me.

Sincerely,



Jim Fisher, PE
Project Manager

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Erik Edholm, Public Works

Action Date: August 21, 2024

SUBJECT: Consider **Resolution No. 24-6349**, authorizing the City Manager to execute an agreement for professional services with R.E.Y. Engineers Inc. to assist in the Southeast Gateway Project with Construction Management, Inspection, and Material Testing Services and to authorize the Finance Director to adjust the budget as necessary.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY:

The City of Susanville has completed solicitation via proposals from qualified consulting firms to assist in the Southeast Gateway Project with Construction Management, Inspection, and Material Testing Services. Staff estimates the consultant services costs to be around \$298,000.

At the July 16th Special City Council Meeting, the council awarded the Southeast Gateway Project to S.T. Rhoades Construction Inc. for an award amount of \$2,194,537.25. The city has a total funding amount for the project of \$2,507,000, leaving \$312,462.75 for contingencies and construction engineering.

Depending on the cost of contingencies to the project, the consultant services may be majorly funded with the project funding. The city is requesting additional funding for the project from the STIP fund. The city also has roughly \$1,227,000 in RMRA funds, that could be used to supplement the consultant services for the project.

FISCAL IMPACT: \$394,721 of STIP project funds and RMRA funds.

Contingency: 110,000 (Approximately 5%)
Construction Engineering Consultant Services: \$300,000
Construction Engineering City Staff: \$25,000

Estimated RMRA (Fund 2005) need: \$40,500 Approx.

ACTION REQUESTED: Motion to approve Resolution No. 24-6349, authorizing the City

Manager to execute an agreement for professional services with R.E.Y. Engineers Inc. to assist in the Southeast Gateway Project with Construction Management, Inspection, and Material Testing Services and to authorize the Finance Director to adjust the budget as necessary.

ATTACHMENTS:

[24-6349.pdf](#)

[Proposal for Susanville Southeast Gateway_REY_072624.pdf](#)

WHEREAS, the S.E. gateway project is a city sponsored project on SR 36 (Main Street in Susanville) with Caltrans providing project oversight; and

WHEREAS, the technical nature of the work required to perform the construction management, inspection, and material testing services of the project is extensive work and outside of the current staffing levels of City staff; and

WHEREAS, the City has followed the appropriate procurement procedures to solicit and evaluate proposals per federal and state requirements and received one proposal from R.E.Y. Engineers, Inc. and that has been reviewed by a committee of competent City personnel and

WHEREAS, the total cost of consultant services is estimated at a cost of \$394,721; and

WHEREAS, the City has additional capacity in the project funding and RMRA funding to cover the additional \$394,721.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Susanville hereby authorizes the City Manager to execute an Agreement with R.E.Y. Engineers, Inc. for professional services not to exceed \$394,721 and further authorizes the Finance Director to adjust the budget as necessary.

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 21st day of August 2024, by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney



RFP SUBMITTAL FOR

City of Susanville Southeast Gateway Project

CONSTRUCTION MANAGEMENT, INSPECTION,
AND MATERIAL TESTING SERVICES



R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERING | LAND SURVEYING | REMOTE SENSING

Kevin Hoover, PE | Resident Engineer

📍 905 Sutter Street #200, Folsom, CA 95630

✉️ khoover@reyengineers.com

☎️ (916) 366-3040

🌐 www.reyengineers.com



R.E.Y. ENGINEERS, INC.

CIVIL ENGINEERING | LAND SURVEYING | REMOTE SENSING

July 26, 2024

Bob Godman
Public Works Director
City of Susanville
66 North Lassen Street
Susanville, CA, 96130

RE: RFP Submittal for City of Susanville Southeast Gateway Project – Construction Management, Inspection, and Material Testing Services

Dear Mr. Godman and Selection Committee

The City of Susanville's Department of Public Works (City) is seeking proposals for Construction Management, Inspection, and Material Testing services for the Southeast Gateway Project, State Project No. 02-5116-3492. This project, set along Main Street/SR 36, involves the installation of curb, gutter, sidewalk, safety lights, and landscaping features, with an estimated duration of 90 working days. At the recent bid opening, the apparent low bidder came in at \$2,194,537.25. Funded by the Federal Highway Administration (FHWA) and administered by Caltrans, the project demands strict compliance with state-only and Caltrans' Local Assistance Procedures Manual (LAPM) requirements. The selected Consultant will play a critical role in ensuring this compliance and collaborating closely with contractors to mitigate any design or construction issues. R.E.Y. Engineers, Inc. (R.E.Y.), a certified State of California and Federal Small Business Enterprise (SBE), is excited to offer our continued services to the City for this project. It has been our pleasure to serve you over the past few years, and as described in more detail in the attached, R.E.Y. has the experience, expertise, and staff to meet your goals for this contract. R.E.Y. offers:

- **Continuity:** As the firm that provided project management and design services for the PA&ED and PS&E phases of this project, our understanding of the project's scope and challenges, including the need for temporary barricades to protect motorists and pedestrians near STA 360+96.14 and proactive change order management, positions us to effectively support the City in achieving its project goals while adhering to all regulatory requirements. Supported by Office Engineer, Kristina Ivanov, PE, the Project Engineer and Project Manager for the Susanville Gateway project, provides continuity between the design and construction management teams to expedite RFI's, reduce risk, improve the interface between the contractor, designer, City, stakeholders, and CM team, and minimize throwaway costs.
- **Recent and Applicable Experience:** R.E.Y. will use its extensive experience to coordinate the logistics of our field efforts and reporting to expedite project delivery. R.E.Y. will work in an efficient manner, minimizing impacts to the construction schedule and promoting safety for both the public and field crews. We have delivered several successful federally-funded construction projects for many Northern California public agencies over the past few years including the City of Galt, City of Placerville, City of Folsom, and County of Sacramento. We will apply the experience gained on those projects to deliver a project that conforms with all federal and state requirements.
- **Quality Documentation and Reporting:** R.E.Y.'s standard processes and attention to detail will result in professional and streamlined documentation and reporting. All reports will be checked by key lead staff for quality control and assurance to construction standards on all deliverables.
- **Qualified Team:** R.E.Y. will be led by Resident Engineer Kevin Hoover who has extensive experience managing successful federally funded construction projects. His knowledge and familiarity with construction standards and Caltrans standard plans and procedures will be a critical part of our delivery process. R.E.Y. will be continually available and responsive, with the right staff to meet your needs for this project. We invite you to contact our references as proof that the service we are committing to is what we will continue to deliver as your trusted consultant.

R.E.Y. will perform the services and adhere to the requirements described in the City's Request for Proposals (RFP). As Principal of R.E.Y., I, Jim Fisher, am empowered to sign and commit R.E.Y. to the obligations contained in this proposal. We will adhere to the provisions described in the RFP and are committed to entering a binding contract if selected. I pledge my commitment to delivering a project that meets your goals in a timely and professional manner. If you have questions or would like additional information, please contact Kevin or I at the information below.

Sincerely,

R.E.Y. ENGINEERS, INC.

Jim Fisher, PE, QSD/P, Principal in Charge
(916) 850-8826 | jfisher@reyengineers.com

Kevin Hoover, PE, Resident Engineer
(916) 850-8824 | khoover@reyengineers.com



Executive Summary

R.E.Y. Engineers, Inc. (R.E.Y.) is excited to present our proposal to the City of Susanville (City). We believe that our qualifications alone do not fully capture the depth of value we bring to the table. While our credentials are extensive, they only scratch the surface of what makes us truly exceptional. Our staff is a blend of diverse talents, innovative thinkers, and experienced professionals who are driven by a shared vision of excellence. **We bring a proven track record of delivering exceptional results, and a collaborative spirit that fosters creativity and ingenuity.** Beyond our qualifications, we offer a wealth of expertise, unique perspectives, and a genuine passion for our work. **We firmly believe the collective strength of our team, coupled with our dedication to going above and beyond, sets us apart.**

CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Established in 1985, R.E.Y. has been providing quality civil engineering and land surveying services for nearly 40 years. Over that time, our expertise has expanded to include superior Construction Management personnel, a robust Remote Sensing division, persuasive writing experts who prepare top-notch grant applications, and a detail-oriented GIS team. R.E.Y. has recently delivered construction management services for public agencies such as the City of Galt, City of Placerville, City of Rancho Cordova, City of Folsom, and County of Sacramento. The references included in our proposal will attest to our team's capabilities, quality, and responsiveness. We encourage you to reach out to them for a thorough discussion of our team.

ORGANIZATION AND APPROACH

Our team will be led by Resident Engineer, Kevin Hoover, PE, who has relevant and recent experience successfully delivering construction management services for roadway improvement projects for public agencies, including the City of Placerville, City of Galt, City of San Diego, and Sacramento Municipal Utilities District (SMUD). Providing construction inspection and material testing services for this project is **Black Eagle Consulting (BEC)**. BEC brings over 27 years of expertise in geotechnical engineering, construction inspection, and material testing. Each member of our team is committed to delivering a high-quality project for the City that the City and the public can be proud of. Supported by a knowledgeable Project Coordinator with a focus on proactive communication with all stakeholders, Kevin will prioritize compliance with federal requirements, maintain thorough documentation, and address any necessary changes with the City promptly and as a team.

SCOPE OF WORK & SCHEDULE

The FHWA-funded Southeast Gateway Project involves drainage improvements, sidewalks, curbs and gutters, ADA compliance, and lighting enhancements. As the designer of this project, we know exactly what is needed to complete construction in the time desired by the City. The history and understanding of this project obtained while delivering PA&ED and PS&E of this project, as well as countless site reviews, and working with the City for years to get this project to where it is today, affords our team the ability to navigate and resolve any engineering or environmental challenges that may occur and hit-the-ground running at notice to proceed.

Critical engineering design issues will be addressed by discussing the need for temporary barricades near STA 360+96.14 with the contractor to ensure protection of motorists and pedestrians due to a steep decline. For environmental concerns, our CM team will manage SWPPP by reviewing Contractor BMPs, making sure their implementation is correct and that correct action takes place if there are any deficiencies, and monitoring environmentally sensitive areas to prevent any disturbances. To minimize costs and schedule delays, we will collaborate early with the contractor on change orders, preventing unresolved issues from lingering. Additionally, during the project kick-off meeting, we will clarify any outdated specifications and ensure constant supervision of roadway excavation quantities using construction staking and inspection to maintain accuracy.

The project schedule outlines the completion of key work items, including the installation of new drainage systems, sidewalks, curbs, and gutters by two simultaneous construction crews. Following these installations, ADA ramps will be constructed. The critical path involves the installation and modification of the lighting system to ensure the new sidewalks and ADA ramps meet safety standards, allowing for safe pedestrian use during dark hours.

We look forward to showcasing the full breadth of our Construction Management (CM) capabilities and demonstrating the extraordinary value we can bring to the City beyond our proposal.





Consultant Information, Qualifications & Experience

ABOUT US

Established in 1985, **R.E.Y. Engineers, Inc. (R.E.Y.)** has been providing quality civil engineering and land surveying services for nearly 40 years. Headquartered in Folsom, with additional offices in Pleasanton, Oakland, and Palo Alto, CA, R.E.Y. provides a wide variety of solutions for public works projects in all phases, from planning and feasibility studies to construction support and as-built documentation.

From green-fields and new construction to reconstruction of existing infrastructure, R.E.Y.'s engineers are exposed to the many facets of project delivery including planning/scoping, funding/phasing, grant applications, defining constraints of the existing environment, and working with utility providers to protect or relocate facilities all while adhering to local, state, and federal requirements, as applicable. Our designers spend time in the field, as inspectors, observing the construction of their designs and those of others to learn how to incorporate flexible design solutions, which can accommodate changes during construction.

We understand that the **City of Susanville (City)** is seeking to enlist qualified consulting firms to provide construction management, inspection, and material testing services for the FHWA-funded Southeast Gateway Project. As the designer of this project, we know exactly what is needed to complete construction in the time desired by the City. We have the history, experience, and expertise to manage the installation of curb, gutter, sidewalk, safety lights, and landscaping features along Main Street and SR 36. Partnered with Black Eagle Consulting for construction inspection and material testing that meets Caltrans and FHWA requirements, our team has the unique qualifications necessary to manage the construction of this job. R.E.Y. has recently delivered construction management services on the following projects:

City of Galt

- Gora Aquatic Center Recreation Pool Beach Entry Repair

City of Placerville

- Spring Street and Mosquito Road Pavement Rehabilitation
- Pardi/Big Cut/Sacramento Street Waterline Replacement
- Main Street Rehabilitation & Utility Replacement
- Madrone & Giovani Lift Stations
- Western Placerville Interchanges, Phase 1B and 2

City of Rancho Cordova

- Zinfandel Complex Bridge Project at US 50

City of Folsom

- Sutter Street Utility Replacement & Streetscape
- Folsom Dam Auxiliary Spillway

County of Sacramento

- Mission Trunk Sewer Rehabilitation

Public sector agencies have been and will continue to be a major focus of our business. R.E.Y. has a proven record of providing skilled office and field professionals to produce quality work for public agencies such as the Cities of Susanville, Placerville, Clearlake, Fort Bragg, Town of Paradise, and Counties of El Dorado, Butte, Sacramento, Sierra, and several others throughout Northern California. We understand what it takes to ensure a design of the highest quality and to deliver a project that meets the City's goals without extensive oversight. Based on the quality of our work product, responsiveness, and integrity, R.E.Y. has established an excellent reputation with our public agency clients. We encourage

R.E.Y. AT-A-GLANCE

OFFICE LOCATION:

(Headquarters)
905 Sutter Street, Suite 200
Folsom, CA 95630
Tele: (916) 366-3040
Fax: (916) 366-3303

PROJECT CONTACT:

Kevin Hoover, PE
Project Manager
khoover@reyengineers.com

YEARS IN BUSINESS: 39

STATUS: California Corporation

STAFFING:

Engineering Staff: 25
Surveying Staff: 40
Support Staff: 11

RELEVANT SERVICES:

- Project Management
- Construction Management
- Construction Administration
- Plan Review and Revisions
- Constructability Review
- Project Coordination
- Caltrans LAPM Compliance
- Utility Coordination
- Stakeholder Coordination
- Project Closeout
- Quality Assurance
- Quality Control

CERTIFICATIONS:

California Department of General
Services Certified Small Business
Enterprise (SBE) #25960

DIR REGISTRATION: 1000011489

SIGNATORY:

Operating Engineers Local Union No. 3





you to reach out to them to verify that the level of service we are promising is the level of service we will actually deliver as your trusted consultant.

We find that the true test of quality is repeat business and the constructability of a design. For example, after the City of Lincoln successfully constructed several R.E.Y.-led CIP projects over two construction seasons, the City selected us for the design of three major CIP projects which are programmed for construction next year. Similarly, the City of Folsom selected us to prepare construction documents for two additional CIP projects after the successful construction of an R.E.Y.-designed City CIP project three years prior in Folsom's historic district.

Relevant Experience

R.E.Y. is proud to include the following references and encourages the City to contact each for a thorough discussion of our team, quality, and project delivery capabilities.

Spring Street & Mosquito Road Pavement Rehabilitation, Placerville, CA

OBJECTIVE

The objective of this project was to rehabilitate Spring Street and Mosquito Road in Placerville, CA. Both roads were in fair to poor condition with typical transverse and longitudinal cracking, utility trench patches, and areas of extensive alligator cracking.

DESCRIPTION

R.E.Y. was the design engineer and construction manager for these projects which rehabilitated the existing structural sections on both Spring Street and Mosquito Road in Placerville, CA. Along Spring Street, the project installed new sewer, water and storm drain improvements. This project combined two City of Placerville capital improvement projects into one project for bidding purposes which resulted in better economy of scale and better bid prices. The project had a base bid of \$1.25M and \$574K in change orders.

OUTCOME

Pre-construction activities included submittal and RFI review. R.E.Y. compiled a list of each RFI and reviewed them at every weekly meeting for any outstanding items. R.E.Y. coordinated with residents to ensure their safety and access to homes was always obtained.

A change order required the removal and replacement of concrete curb, gutter, and sidewalk.

The removal was required due to a shallow storm drain when the roadway was excavated. The findings concluded that new curb, gutter, and sidewalk was needed. The concrete curb had to connect into existing concrete sidewalk and proper engineering methods with expansion joints were used. Extra work bills, from the contractor, were reviewed on-site to confirm the extra work was accurate. Involvement during Construction included daily inspections to adhere to the project plans and specifications, inspections of materials brought on-site to ensure compliance with contractor submittals.

The project plans were redlined during construction progress for any deviations from the original plans. Weekly progress reports and weekly working day statements were prepared in addition. Contractor manhours were reviewed daily along with equipment on-site. Progress payments were reviewed to ensure all construction activities matched what the contractor was billing for. A punch list walk was conducted and itemized areas that needed to be addressed due to deficiencies or deviations from the plans.

Contracting Agency
City of Placerville

**Contracting Agency PM &
Contact Information**
A. Cory Schiestel
(530) 642-5557

Contract Amount: \$570,579

Funding Source: Local

Date Of Contract: 09/2018

Date Of Completion: 10/2021

**Consultant PM & Contact
Information**

Veronica Garcia-McGrew, PE
vgmcgrew@reyengineers.com

Gora Aquatic Center Recreation Pool Beach Entry Repair Construction Management, Galt, CA

OBJECTIVE

The City of Galt (City) desires to rehabilitate the existing beach entry area of the recreation pool due to cracking and delamination of tiles. The work consists of demolishing and reconstructing the existing beach entry, trench drain skimmer, demolishing, removing, preparing, and installing new grating, as well as pouring concrete with construction joints to prevent future cracking. Gora Aquatic Center is a public area, owned and maintained by the City, located off Chabolla Avenue near the Galt Market.

The final design is complete, and Burkett's Pool Plastering has been selected as the Contractor. Construction began in early May 2024 and is expected to take 30 working days, wrapping up in early July.





DESCRIPTION

Issued as a task order under the City's On-Call Consultant Services, R.E.Y. delivered a range of construction management services including pre-construction inspection and meetings, review of the construction plans and technical specifications to evaluate completeness and buildability, contract administration, weekly meetings and resulting progress reports, quality control, and final inspection/project closeout. R.E.Y.'s subconsultant, Crawford & Associates provided materials field inspections, sampling, and testing per the City's QAP.

OUTCOME

During the kickoff meeting, it became clear that the contractor lacked experience with capital improvement projects, necessitating more coordination than usual. We facilitated communication between the design engineer and the contractor to ensure alignment before permanent work commenced. R.E.Y. proactively addressed rebar layout requirements not specified in the plans by liaising with the design engineer and relaying this information to the contractor, even without a formal RFI. All correspondence was saved in our virtual construction book, and a weekly updated submittal log ensured transparency on outstanding submittals. Weekly statements of working days were shared to keep the team informed about the project timeline.

To prevent schedule delays caused by the contractor's inability to provide a concrete mix design with shrinkage test results, we engaged our subconsultant to perform these tests in anticipation of this issue. This proactive approach allowed us to maintain the project schedule and ensure the contractor remained responsible for the concrete until test results were available. The project is currently nearing completion, with only punch list items remaining.

Contracting Agency
City of Galt

Contracting Agency PM & Contact Information
Betsy Flores
(209) 366-7295

Contract Amount: \$36,982

Funding Source: Local

Date Of Contract: 04/2024

Date Of Completion: 07/2024

Consultant PM & Contact Information
Kevin Hoover, PE
khoover@reyengineers.com

SR-16/Murieta Gardens Construction Management, Rancho Murieta, CA

OBJECTIVE

Rancho Murieta Properties was constructing a project along State Route (SR) 16 that required work to be performed in Caltrans' right-of-way. As a requirement of their encroachment permit, they had to hire a full-time independent Inspector acceptable to Caltrans representatives before the pre-construction meeting.

DESCRIPTION

R.E.Y. delivered a range of construction management services for the SR 16 roadway reconstruction and widening project. These services included daily inspection and documentation of construction activities, coordinating material testing with geotechnical consultants, and scheduling milestone inspections with Caltrans. The project involved verifying slopes, material depths, and method specification paving, alongside the installation of 1,750 linear feet of storm drainpipes and related appurtenances. R.E.Y. also reviewed and coordinated traffic control measures, ensuring smooth transitions during lane closures and maintaining high traffic safety standards, especially during night shifts. The inspectors used tablets to streamline documentation processes, providing real-time access to project plans, standards, and forms, which facilitated efficient issue resolution and compliance with state regulations.

OUTCOME

The project successfully accommodated turnouts into future commercial establishments along Highway 16 while ensuring compliance with Caltrans' requirements. R.E.Y.'s diligent inspection and documentation practices minimized errors and streamlined report finalization. The use of electronic forms and real-time access to project documents allowed for quick issue resolution, contributing to the project's timely and efficient completion while maintaining high safety and quality standards throughout the construction process.

Contracting Agency
Rancho Murieta Properties

Contracting Agency PM & Contact Information
Cindy Moreno
(916) 916-6673

Contract Amount: \$156,800

Funding Source: Private

Date Of Contract: 05/2017

Date Of Completion: 12/2019

Consultant PM & Contact Information
Jim Fisher, PE, QSD/P
jfisher@reyengineers.com





Organization and Approach

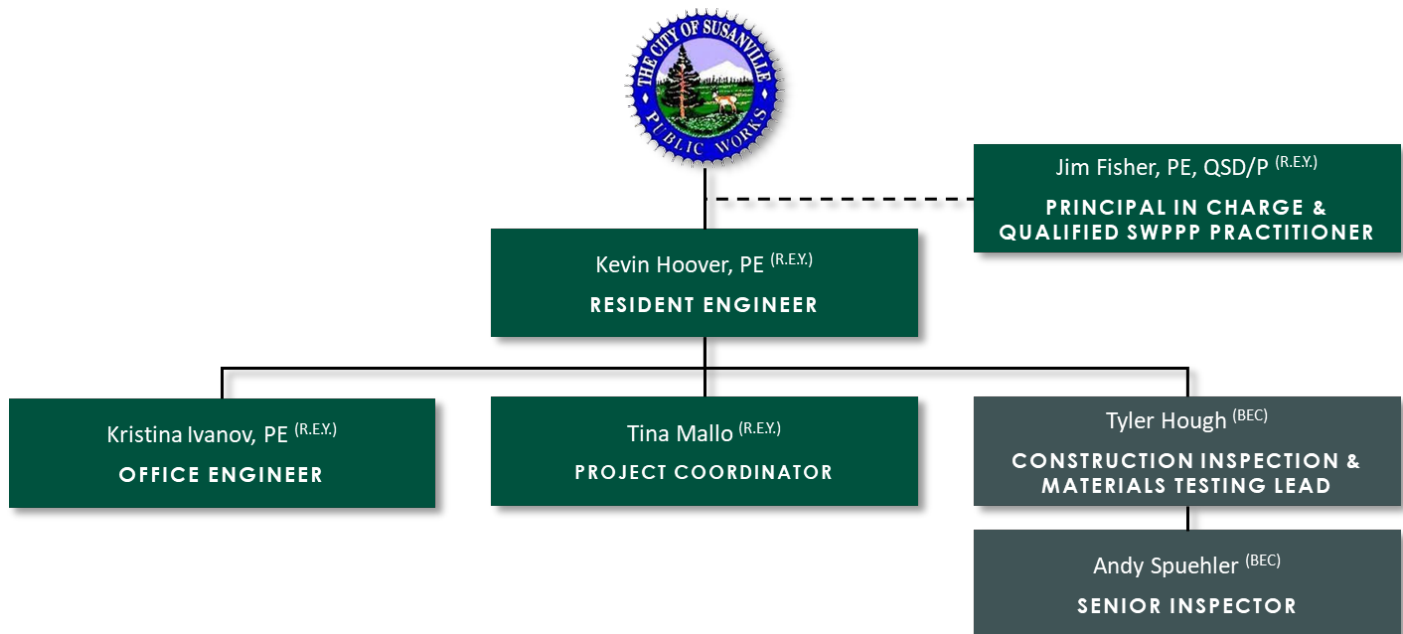
TEAM ORGANIZATION

Our team will be led by **Resident Engineer, Kevin Hoover, PE**, who has relevant and recent experience successfully delivering construction management services for roadway improvement projects for public agencies, including the City of Placerville, City of Galt, City of San Diego, and Sacramento Municipal Utilities District (SMUD). Kevin is a hands-on project manager with a focus on effective communication and proactive management of a project's scope, schedule, and budget toward on-time project completion while maintaining client and community goals.

Kevin is a California registered Civil Engineer with eight years of design and construction management experience across a wide range of civil engineering projects for residential developments and public agency infrastructure improvements. Kevin has supported various aspects of project development, ranging from utility relocation coordination and feasibility studies to detailed grading designs for roadways and individual lots. His expertise extends to street, sidewalk, curb, and gutter design, as well as wet utility design including potable water, reclaimed water, sanitary sewer, and stormwater systems. What sets Kevin apart is his demonstrated proficiency in overseeing construction activities. **As a construction inspector, he has successfully overseen the construction of seven pavement maintenance and rehabilitation projects, ensuring adherence to design specifications and project objectives.** This construction experience provides him comprehensive foresight and a focus on minimizing contract change orders.

With 20 years of experience (all with R.E.Y.), **Jim Fisher, PE, QSD/P** will provide additional support and oversight to Kevin, our team, and the City. As a Principal of R.E.Y., Jim is empowered to commit R.E.Y. to the obligations contained in the City's RFP as well as shift resources or hire additional resources at a moment's notice and without the red tape that can slow down decision making in larger firms. As **Principal in Charge**, Jim will be responsible for the quality and timeliness of our team's work, ensuring that adequate personnel and other resources are available for this contract, and act as an additional contact to the City, as needed. As **QSP**, Jim will also oversee SWPPP/WPCP compliance inspections and related duties, including documenting and taking appropriate action to correct SWPPP/WPCP and/or BMP deficiencies.

Kevin will be the City's primary point of contact for all project updates and is supported by an experienced and trusted team of licensed professionals and technical staff who are committed to staying with the project for the duration of this contract. Additional support from an established subconsultant with a reputation for responsiveness and quality, affords our team the expertise and resources to deliver CM services the Southeast Gateway Project within the City's desired timeline. The organization chart here is followed by a description of our selected subconsultant, **Black Eagle Consulting's (BEC)** expertise and qualifications. Due to page constraints, a summary of qualifications and references for key individuals has been included in this section.





Trusted Teaming Partner: Black Eagle Consulting

Providing construction inspection and material testing services for this project is **Black Eagle Consulting (BEC)**. BEC brings over 27 years of expertise in geotechnical engineering, construction inspection, and material testing. Founded by experienced partners, BEC has successfully managed some of Nevada's largest projects, ensuring high-quality and cost-effective solutions. Their services include geotechnical and geological engineering, construction inspection, and testing, alongside material testing and non-destructive examination.

The main contact for their services is **Division Manager, Tyler Hough**, an experienced construction inspection and testing manager. Tyler is proficient in sampling and testing soils, PCC, and asphalt concrete; inspecting roadway projects for conformance with project specifications; and executing punch-list items near the end of construction. For this project, Tyler will be responsible for managing the BEC team, coordinating with R.E.Y., and reviewing and approving field technicians' daily field reports. Tyler oversees BEC's laboratory processes and procedures to perform materials testing of aggregates, soils, concrete, and asphalt concrete and distribution of information to clients.

Tyler Hough, Division Manager | (775) 222-0080
3839 North Carson Street, #101, Carson City, NV 89706

BEC is committed to professionalism, integrity, and accountability, providing clients with seamless project management and exceptional technical ability. Their team of experts ensures that projects meet the highest standards, contributing to the sustainable growth of the community. As a subconsultant to R.E.Y. on the City of Susanville Gateway project, BEC will deliver reliable construction inspection and material testing services, reinforcing their reputation for excellence. The following projects and references illustrate the quality and expertise of BEC.

CITY OF SOUTH LAKE TAHOE ON-CALL: SOUTH LAKE TAHOE ROAD REHABILITATION, SOUTH LAKE TAHOE, CA

BEC has provided comprehensive inspection and testing services for several significant projects in South Lake Tahoe. In 2021, they conducted field inspections and materials testing for the South Lake Tahoe Road Rehabilitation projects, ensuring compliance with specifications for embankment fill, compaction, and asphalt paving. In 2022, they oversaw underground utility infrastructure for the South Lake Tahoe Recreation and Aquatic Center and conducted quality assurance for the Tahoe Keys Road Rehabilitation project. In 2023, BEC performed inspection and testing services for multiple road rehabilitation projects and the Lake Tahoe Boulevard Class 1 Bicycle Trail Project. Upcoming in 2024, BEC will take a quality assurance role in the Tahoe Valley Stormwater and Greenbelt Improvement Project, Phase 1. The

total construction value of this contract is currently sitting at \$15 million with another 6.1 million estimated for 2024.

Reference: Mark Frisina, *Resident Engineer* | City of South Lake Tahoe | (530) 542-7415 | mfrisina@cityofslt.us

DONNER PASS ROAD RECONSTRUCTION, NEVADA COUNTY, CA

BEC provided full-time materials testing and inspection services for this FHWA project which rehabilitated asphalt pavement and widened 6.54 miles of roadway shoulders for bike lanes from Exit 174 on Interstate 80 in Soda Springs to the Truckee City limits, CA. Per FP-14 specifications, BEC's certified field technicians and inspectors performed materials testing services during asphalt paving as well as materials testing, inspections, and 1704 special inspection (SI) documentation. Specifically, BEC performed density testing of AB, native subgrade, and shoulder materials while also obtaining asphalt core samples to be tested for in-place density. All samples were delivered certified field to BEC's nationally accredited laboratory in Reno for certified technicians to perform sieves, Proctors, Atterberg limit tests on utility backfill/AB/native subgrade/fill materials; extraction by ignition, gradation, theoretical maximum specific gravity, and Marshall properties on asphalt samples; asphalt cores were tested for thickness and in-place air voids; and PCC cylinders were tested for compressive strength.

Reference: Jessica Moomey, *Project Engineer* | Herback General Engineering | (775) 301-0386 | jmoomey@herback.net

YOSEMITE NATIONAL PARK: REPAIRS ON WAWONA ROAD, MARIPOSA, CA

During winter of 2020, BEC provided materials testing, inspections, and 1704 Special Inspection (SI) services. BEC's certified field technicians and inspectors performed density testing on native subgrade, trench backfill/fill materials for the storm drain(s), and the AB for asphalt paving. Our certified special inspectors inspected and documented the following: masonry headwalls, grout encasements within the rock anchors, and conducted pull-testing on rock anchors. Grout samples were obtained by our certified field technicians and returned to our nationally accredited Carson City, Nevada laboratory for compressive strength testing. Additionally, asphalt samples were obtained and tested for extraction, sieve analysis, and theoretical specific gravity. Further, AB samples were obtained and tested for maximum density, sieve analysis, and Atterberg limit tests. All testing was performed by certified laboratory technicians.

Reference: Antonia Rivera Holland | Genesis Design & Development, LLC | (316) 293.6559 | rivieraantoniam@gmail.com





PROJECT & MANAGEMENT APPROACH

Kevin Hoover, our Resident Engineer (RE), and his experienced team are prepared to deliver this project for the City, prioritizing safety, quality, and schedule. The RE will be supported by **Project Coordinator, Tina Mallo**, who is skilled in federal requirements and LAPM forms, ensuring all necessary documentation is correct. The Construction Inspector will provide regular updates to the RE as construction progresses, maintaining daily communication as needed. The RE will keep the City, contractor, consultants, and stakeholders informed of construction progress, documenting any deviations from the contract documents. Any required changes will be submitted to the City for approval.

The close relationship between the design engineer and our CM team ensures timely review of RFIs, preventing delays. The RE will stay informed of all construction activities and keep all relevant parties updated, fostering a clear understanding of the project's progress. We will take a proactive approach to public outreach, maintaining consistent communication.

The Southeast Gateway Project includes drainage improvements, sidewalks, curbs and gutters, ADA compliance, and lighting enhancements. **The inspector will ensure subbase compaction and slope meet excavation guidelines before pipe placement.** Sidewalk slopes will be checked for Caltrans compliance and corrected as necessary before concrete placement. R.E.Y.'s expertise in curb ramp design will be applied during field inspections to verify all dimensions and slopes meet standards.

During construction, we recognize the importance of documentation and record keeping but do not let it take precedence over quality. This ultimately yields a higher quality of construction. Caltrans and Department of Industrial Relations (DIR) require every construction crew member and every piece of equipment be documented at 30-minute intervals. **To help meet these requirements on a daily basis and to expedite the personnel and equipment documentation, we will outfit our inspectors with cellular network enabled tablets that include all applicable forms listed in our Construction Management Plan (CMP) in fillable format.** The fillable forms will be pre-populated with the contractor's crew members, equipment, and bid items which will further speed up the documentation process and allow our inspectors to focus more on the quality of construction. Lastly, our inspector's daily reports will be completed before they leave the jobsite each day and will be easily transmitted to the client upon request.

Having access to project related information and documentation on the tablet will also allow us to quickly provide solutions to questions that may arise at the project site. **This approach to providing tablets to our inspectors will allow for a more efficient, streamlined workflow that lets us handle all the challenges required by inspections and project record keeping.** Lastly, our inspector's daily reports will be completed before they leave the jobsite each day and will be easily transmitted to the client upon request.

Our team recognizes that unknowns will almost certainly be discovered during construction. We also recognize that no design is perfect. As a result, issues arise during construction and modifications to the design are required. **We pride ourselves on the ability to issue field directives and perform real-time field engineering.** The majority of our team members started as designers. Using our design and construction management backgrounds, we are often able to quickly engineer a solution in the field, coordinate this solution through the client, and communicate the solution to the contractor while minimizing impacts to the project schedule and budget. **Time is money and having engineers in the field leads to quicker design solutions saving the local jurisdiction money.** During construction, we recognize the importance of documentation and record keeping but do not let it take precedence over quality.

Working in the field always raises issues of safety. The City can be assured that our team will hold safety as the highest priority throughout every project. We provide extensive and on-going safety training to all employees so they can be the safest in the industry. **Our staff is well versed in applying the Caltrans Code of Safe Surveying Practices to protect themselves and the public.** Furthermore, because each site is unique we require that crews hold field safety meetings prior to beginning work at all sites. These meetings allow the "Employee in Charge" to check that all workers:

- Are properly safety trained and equipped
- Wearing appropriate Personal Protective Equipment
- Alert crews of site specific conditions which may be encountered at each project site
- Know highway and street speeds
- Know other physical conditions which affect safety
- Are allowed and encouraged to ask questions





Key Individuals

Name, Role, Years of Experience	Education, Licenses, and Certifications	Areas of Expertise	Relevant Projects	References	Availability
Kevin Hoover, PE <i>Resident Engineer</i> 8 years (5 w/ R.E.Y.)	- BS, Civil Engineering - PE #94374, CA	- Construction Management - Construction Inspection - Material Purchasing Agreements - Change Orders / RFIs	- Mosquito Road and Spring Street Pavement Rehabilitation, Placerville, CA – Assistant Resident Engineer (RE)/Inspector - Advanced Wet Utility for Mid-Coast Corridor Project, San Diego, CA – Field/Office Engineer - Gora Aquatic Center, Galt, CA – RE	A. Cory Schiestel, City of Placerville, (530) 642-5557 - Betsy Flores, City of Galt, (209) 366-7295	45%
Jim Fisher, PE, QSD/P <i>PIC & QSD</i> 20 years (20 w/ R.E.Y.)	- BS, Civil Engineering - PE #73197, CA - QSD/QSP #944, CA	- Construction Management - Contract Compliance - SWPPP Compliance - Caltrans LAPM - Utility/Agency Coord.	- Western Placerville Interchanges, Phase 1B, Placerville, CA – RE - Pardi/Big Cut/Sacramento Street Area Waterline Replacement, Placerville, CA – Project Manager (PM) and RE - SR 16/Murieta Gardens, Rancho Murieta, CA – PM	- Melissa McConnell, City of Placerville, (530) 642-5250 - Ryan Neves, City of Folsom, (916) 461-6705	30%
Kristina Ivanov, PE <i>Office Engineer</i> 19 years (19 w/ R.E.Y.)	- BS, Civil Engineering - PE #95517, CA	- Project Management - Roadway PS&E - Caltrans Processes & Procedures - Bidding Assistance - As-Builts	- SR 36 Southern Gateway, Susanville, CA – PM & Project Engineer (PE) - Western Placerville Interchanges, Phase 2, Placerville, CA – Assistant Office Engineer - SR 49 Widening & Intersection Improvements, Plymouth, CA – Design Engineer	- Dan Newton, City of Susanville, (530) 252-5102 - Rebecca Neves, City of Folsom, (916) 402-6606	35%
Tina Mallo <i>Project Coordinator</i> 29 years (11 w/ R.E.Y.)	BS, Studio Art	- Project Administration - Utility Coordination - Caltrans LAPM Compliance - Stakeholder Coordination	- Tree Streets Rehabilitation, Clearlake, CA – Senior Project Coordinator - Residential Pavement Maintenance, Phase D, Concord, CA – Senior Project Coordinator - East Bidwell Widening, Folsom, CA – Project Administrator	- Kelly Zahniser, Calaveras County, (209) 754-6401 - Ryan Chance, City of Folsom, (916) 461-6713	55%
Tyler Hough <i>Construction Inspection & Materials Testing Lead</i> 21 years (11 w/ BEC)	- ICC Special Inspector: 8373540 - ACI No. 01029379 - NAQTC No. NV000521	- Construction Inspection - Project Management - Soil Sampling & Testing - Project Close Out - Daily Report Review and Preparation	- South Lake Tahoe (SLT) 2021 Road Rehabilitation, SLT, CA – BEC PM - Yosemite National Park, Repairs on Wawona Road, Mariposa, CA – BEC PM - Tahoe City Sidewalk and Bike Trail Option X CA FLAP SR 89(2), Tahoe City, CA – BEC PM	- Mark Frisina, City of SLT, (530) 542-7415 - Tony McMillen, Washoe County School District, (775) 742-4908	35%
Andy Spuehler <i>Senior Inspector</i> 19 years (6 w/ BEC)	- ACI Concrete Field-Testing Tech. Grade 1 - NAQTC, NV000603	- Materials Testing for embankment soils, aggregate base, concrete aggregates, and HMA - Testing QC - Testing Certifications	- NDOT #3625: USA Parkway, Storey/Lyon County, NV – Senior Inspector - NDOT 3598: I-580 N. Carson St. to Bowers IC, Washoe County, NV – Sr Inspector - NDOT 3564: SR207 Kingsbury Grade, Douglas County, NV – Senior Inspector	- Mark Frisina, City of SLT, (530) 542-7415 - Tony McMillen, Washoe County School District, (775) 742-4908	30%





Scope of Work

DETAILED SCOPE OF WORK STATEMENT

Task 1: Construction Management

R.E.Y. will provide a Construction Inspector and a registered Civil Engineer for the duration of the Project. R.E.Y. will prepare documentation and assist in any audits of the Project up to our available remaining contract amount. Our proposal includes, material testing, labor compliance, utility coordination, state funded project compliance, and all activities deemed necessary to implement the improvements of this Project. This scope of work assumes that the City does not expect R.E.Y. to serve as the role of the Project Manager (PM). R.E.Y. will be responsible for management and inspection of construction work while City staff will perform the duties of the PM. We understand that R.E.Y. is not expected to manage the overall Project, other consultants, or process and submit invoices to Caltrans.

R.E.Y. will provide expertise in the construction contract administration, inspection, and material testing required to successfully complete this FHWA funded Project in compliance with the Caltrans administered Local Assistance Procedures Manual (LAPM) and the Project documents. R.E.Y. will provide the City with staff that have a minimum of 5 years federal-aid or state funded project construction experience where the projects were required to comply with federal-aid/state and LAPM requirements. R.E.Y. is competent with oversight of all components of the project and will be responsible for the successful completion of construction. All required quality assurance (QA) testing will be provided by the R.E.Y. team. R.E.Y. will work independently and is knowledgeable in preparing and collecting documentation to successfully assist the City with Caltrans' reimbursement requirements, other required documentation submittals, and assist with any audits. R.E.Y. will be responsible for successful execution of the construction contract and meeting all federal and state requirements.

Task 2: Project Coordination

R.E.Y. has assigned an experienced Construction Manager and Resident Engineer (RE), Kevin Hoover, who has successfully delivered services on federal-aid projects or state funded projects for 8 years. R.E.Y. will perform the following:

Management

- Deliver Project services in accordance with the LAPM. We understand this is a FHWA Funded Project using funds administered by Caltrans and must comply with both federal and state guidelines.
- Manage and coordinate all aspects of the project inclusive of services identified in the Request for Proposal (RFP).
- Coordinate with City staff, multiple contractors when applicable, regulatory agencies, and project stakeholders.
- Prepare statements of working days and distribute to the construction contractor on a weekly basis.
- Coordinate design changes.
- Participate in up to four (4) field meetings and document issues, findings, direction, changes, etc., and develop solutions.
- Provide the necessary personnel, inspection staff, equipment and transportation to facilitate the performance of the intended construction management and inspection services.
- Notify the City immediately if the proposed work schedule does not conform to the contract documents, including the plans, specifications, and permits, or that may require special inspection or testing, or work stoppage.
- Identify the scope of work for potential contract change orders and notify the City.
- Provide bi-weekly progress reports to the City on the status of the Project, indicating major work activities, status of RFIs, Submittals, Change Orders and other required information, in a format acceptable to the City. Reports may be requested more frequently or in a separate format, as requested by the City.
- Ensure that the construction contractor complies with all local, state, and federal laws, ordinances, rules, regulations, regulatory/resource agency permits, and orders as provided by the contract.
- Collect required documentation as required by the LAPM and coordinate and assist the City with submittals and Caltrans invoicing as needed.
- Ensure compliance with approved Quality Assurance Program (QAP)

Meetings

- Conduct a pre-construction meeting and prepare agenda and minutes. Prior to the meeting, review PS&E and agendaize potential issues.
- Conduct and lead weekly construction progress meetings via Microsoft Teams and prepare minutes. Prepare and distribute meeting agendas and minutes.
 - This proposal assumes the RE will attend up to 5 weekly meetings in person for field coordination.





Schedule and Budget

- Review Progress Schedule (Critical Path Method) by the construction contractor and recommend for approval.
- Prepare change orders in the standard City format. Submit to City for review and approval.
- Maintain an accounting of construction costs including approved change orders.
- Review payment requests. Prepare monthly progress payments and recommend approval.
- Prepare independent cost estimates for any changes resulting from design revisions or change in field conditions.
- Evaluate the merit of any potential claims, or requests for equitable adjustment submitted by the construction contractor.

Miscellaneous

- Review and coordinate approval of shop drawings with the design consultant.
- Review and approve material submittals.
- Log, track, and process submittals, Requests for Information (RFIs), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
- Provide City with as-built and electronic set of drawings at Project completion.
- Monitor and review the construction contractor's as-built redlined drawings.
- Monitor materials documentation and testing results, as well as enforce corrections.
- Conduct labor compliance per LAPM requirements.
- Review and approve the construction contractor's safety program per federal and state requirements.
- Review and respond to all RFIs.
- Review and approve traffic control plans.
- Process all Project documentation per City and Caltrans requirements, and standard format.
- Maintain Project files per LAPM guidelines.
- Other Project contract and construction management responsibilities as assigned.
- Prepare analysis and response to any potential claims, including recommendations regarding settlement of the claims. Coordinate response with City. Provide testimony at the request of the City.
- Verification and documentation of construction contractor fulfillment of construction Disadvantaged Business Goals (DBE).
- Advise the City of all complaints and inquiries from property owners, citizens, officials, or others and assist in the investigation and answering of such complaints and inquiries. Maintain a log showing disposition of each complaint and inquiry.
- R.E.Y. will not authorize deviations from the construction contract documents without the City's consent.
- R.E.Y. will not authorize change orders or extra work for the Project without the City's consent.
- Maintain written evidence of apprentices employed on the Project.
- Prepare documentation for verification of "Buy America" compliance.

Task 3: Construction Inspection

The R.E.Y. team has selected an experienced Construction Inspector (Inspector) who has successfully provided inspection services on Caltrans projects. We understand the inspector shall be currently Caltrans certified to perform required quality assurance tests. The Inspector tasks will include, but are not limited to the following:

- Review and inspection of the Contractor's work and operations regarding safety, traffic control, quality and quantity of work. Ensures Contractor's adherence to the environmental and regulatory conditions of the contract. Ensures that all work is done in accordance with contract specifications and plans.
- In coordination with the City, resolve conflicts between plans and specifications and actual site conditions. Recommend engineering changes in the design of the plans and specifications which are then referred to the City for approval and change order if necessary.
- Maintain complete and accurate daily contract records (including photographs), including completion of any required forms for Federal Funding. Records shall be in the format requested by the City and contain all information required for Federal Funding. Also, records should document any significant discussions or occurrences that occur in the field. Responsible for quantity measurements and calculations for work performed.
- Ensure that all materials incorporated into the work are acceptable and of good quality. Obtain Certificates of Compliance and/or complete field releases of material.
- Assist in tracking approved changes for as-built records.
- Daily communication with the City on project status.
- The Inspector shall visit the project site daily for the life of the project.
- Coordinate with City staff, Caltrans, City consultants, and other Project stakeholders.





- Coordinate construction activities including temporary traffic control, etc.
- Complete daily measurements of quantities of work with the construction contractor and daily diaries.
- Prepare monthly quantity estimates for use in progress payments.
- Provide daily diaries reports to City or its designee on a weekly basis.
- Maintain a daily diary which shall describe in detail all work accomplished on a daily basis, weather conditions, number of personnel employed, and labor classification, at the site by the construction contractor, quantities of materials incorporated into the project, quantities of bid item work completed, construction equipment at the site, deliveries of construction materials, material shortages, tests, labor disputes, general observations, and any unusual occurrences.
- Attend all Project meetings such as preconstruction, field, and progress meetings.
- Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, etc.
- Verify concrete and asphalt mix designs and collect weight tickets.
- Ensure Project construction is completed in accordance with approved plans, specifications, and estimate (PS&E) and referenced standards.
- Provide daily inspection of all construction activities.
- Inspect materials and equipment upon delivery for compliance with construction contract documentation. Collect and file certificates of compliance.
- Each working day, meet with the construction contractor to review proposed work plans, including specific details that may affect progress. Inform City and RE of any work which may result in a noteworthy impact to the City.
- Closely monitor compaction, material, and other necessary testing results and require the construction contractor to provide corrective measures to achieve compliance.
- Maintain copies of all permits needed to construct the Project and enforce special requirements of each.
- Conduct federally required contractor employee interviews.
- Ensure compliance with applicable regulations controlling the work being inspected including California Occupational Safety and Health Administration (Cal- OSHA).
- Perform SWPPP/WPCP compliance inspections and related duties. Document and take appropriate action to correct SWPPP/WPCP and/or BMP deficiencies.
- Document all contractor delays, reasons for delay, length of time for delay, and phases of work.
- Document that the required posters and wage rates are displayed at the job site

We understand that this Construction Inspection task, in whole or in part, involves public works subject to the payment of Prevailing Wages, pursuant to California Labor Code Section 1720, et seq.

Task 4: Labor Compliance

The R.E.Y. team will perform labor compliance in accordance with the LAPM. Chapter 16 of the LAPM, specifically section 16.9, outlines the tasks required to monitor and ensure the contractor is complying with all applicable labor laws, acts, and statutes detailed in the special provisions. R.E.Y. shall discuss the labor provisions with the contractor during the Pre-Construction meeting. Form FHWA-1273 has been reviewed and is understood. R.E.Y. shall perform employee interviews, verify EEO posters have been placed and the contractor's EEO Officer is listed, ensure the contractor submits Exhibit 16-O, and shall counter sign and submit PR-1391 to the DLAE. If any EEO violations are found R.E.Y. shall notify the Office of Federal Contract Compliance Programs.

In addition, R.E.Y. will monitor and enforce the DBE provisions of the contract through an understanding of 49 CFR 26 requirements and part 1 of Exhibit 12-G. The DBE provisions will also be included and reviewed during the pre-construction meeting. It shall be ensured the review of Exhibit 15-G and LAPM 16-B is complete prior to the approval of a subcontracting request. Completing this process will ensure that a subcontractor that is on-site has been approved on LAPM 16-B. R.E.Y. shall verify, during the work, that the DBE is performing a commercially useful function by coordinating with the inspector and communicating with the prime contractor which meets the evaluations outlined in LAPM Chapter 9, Section 9.7. Activities 7 through 10 shall be reviewed and corrective action will take place to ensure all DBE commitments are met.

Task 5: Material Testing

The R.E.Y. team will perform material testing in conformance with all Caltrans requirements and those of the LAPM, including the following tasks:

- Review and approve PCC mix design in accordance with Caltrans guidelines and the Project documents.
- Provide concrete plant inspections and testing with appropriate focus on the concrete design mix.
- Provide all compaction testing per plan, specifications, and LAPM.
- Provide all quality assurance testing and concrete sampling as required by Caltrans guidelines and the LAPM.





- Provide testing and ensure compliance for any incorporated materials as required by the LAPM.
- Provide the City with a schedule of materials to be inspected and/or tested and estimate the dates when these services will be necessary. Take samples and perform field/source- controlled tests of construction materials for quality assurance in accordance with California Test Methods (CTMs) and/or the American Society for Testing Materials (ASTM) procedures.
- Perform structural materials inspection and testing services and provide certified test results to the City. Perform various Quality Assurance (QA) testing (compaction testing, sand equivalent, gradation, cleanness value, concrete compressive strength, etc.). Responsible for all work required for fabricating concrete cylinders, in compliance with the CTMs.
- We understand the City has determined that this Material Testing Task, in whole or in part, involves public works subject to the payment of Prevailing Wages, pursuant to California Labor Code Section 1720, et seq.

Task 6: Utility and Outside Agency Coordination

R.E.Y. will perform all utility and outside agency coordination in accordance with the City's RFP and all Caltrans requirements, including the LAPM. Anticipated coordination tasks for this project include:

- Send notification of the project dates and road impacts to all affected utility companies, school administrators, Police Department, Fire Department, etc. prior to construction.
- The project scope of work will be reviewed with any affected utility company to review possible conflicts, and work with each utility to ensure that specific needs of the Project are understood.

Task 7: Project Closeout

R.E.Y. will perform project closeout in accordance with the City's RFP and all Caltrans requirements including the LAPM. Anticipated project closeout tasks include:

- Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of the Project, and recommend acceptance.
- Electronically transmit the construction contractor's approved As-Builts to the City.
- Finalize record drawings, construction contract bid items, claims, and change orders and punch list items. Reconcile all accounting.
- Prepare all final reports, including report of completion for acceptance of the Project.
- Finalize and deliver all construction files to the City. All files shall be digitized and provided both in electronic and hardcopy format.
- Coordinate and provide Designer approved As-Builts to incorporate into record drawings.
- Address any unresolved issues including, but not limited to, change orders, claims, etc. up to the budget remaining in our contract.
- Complete documentation required by Caltrans and the LAPM. Work with the City to ensure all documents are properly collected and submitted.
- Assist with any audit of the Project up to the budget remaining in our contract.

Quality Control/Assurance Measures – R.E.Y. will implement and maintain quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Our team has the knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

Cost Control & Budgeting Methodology

Our cost and schedule control begins with making sure tasks are assigned to the appropriate staff with expertise that aligns with the needs of the project. Correctly maintaining the budget will be achieved through the application of several different cost tracking methods. These include developing thorough meeting minutes and hold team members and subconsultants accountable with specifically identified deadlines and decisions.

The RE will implement necessary procedures for an effective system of cost control to track progress payments, contract change orders, quantity overruns, claims, and extra work requests. The RE, with assistance from the inspector, will prepare quantities and estimates for monthly progress payments and recommend approval to the City. With assistance from the Project Coordinator a tracking log will be maintained of all records which shall include progress payments and CCO status which shall be organized per LAPM and City forms. Field quantities will be closely monitored and cross examined with the bid schedule during for review to ensure the proper number of quantities is billed correctly every month.





ENVIRONMENTAL, ENGINEERING, COST & SCHEDULE SOLUTIONS

Engineering

R.E.Y. will leverage its extensive engineering experience to ensure that forms for all new ramps, curb and gutter, and sidewalks are thoroughly inspected before concrete placement, meeting Caltrans inspection requirements for ADA compliance and seamlessly meet existing infrastructure. Any forms found to be non-compliant will be promptly reconstructed before the placement of any permanent concrete.

There is no reference for temporary barricade when the guardrail is removed on the Southwest side near STA 360+96.14. It will be necessary to protect this area as there is a steep decline into an existing drainage area. **Protection of motorists and pedestrians is paramount.** We will discuss this location with the contractor when the Traffic Control plan is being reviewed prior to implementation.

Environmental

Our CM team has experience in SWPPP management. We will make sure the most recently adopted BMP's will be used to meet water quality discharge requirements. The project has environmentally sensitive areas and we shall alert the Contractor these areas are off limits and closely monitor the ESA fence integrity. There are no hazardous waste sites identified.

Minimizing Cost & Schedule

Our project management team will review the detailed project schedule, critical path deliverables, and essential milestones to identify and mitigate potential delays. Additionally, we will evaluate opportunities for parallel task execution to reduce costs and shorten the schedule. Early procurement of materials and advanced scheduling of subcontractors will be prioritized to avoid delays. We will closely monitor construction progress and implement corrective actions promptly when necessary.

With our CM experience it is understood that early collaboration with the Contractor during the Change Order process helps minimize the cost of additional work. A fast approach to getting ahead of potential change orders will alleviate construction delays and an increase in construction costs. We will continue to work with the contractor and not let unresolved issues linger.

Changes, Additions, or Clarifications

Through project plan and specifications review, it was identified existing specifications do not apply anymore. This will be discussed in the kick-off meeting, so all are aware. In addition, tracking quantities for roadway excavation will require constant supervision on the site as it is not clearly defined on the project plans for how much roadway excavation is removed. The utilization of construction staking and inspection will be used to determine the total amount of cubic yards removed.

Schedule of Work

The following schedule shows a breakdown of main work items to be completed on the project. It is anticipated that two construction crews will be able to work simultaneously to install new drainage systems and the sidewalk, curb and gutter. The ADA ramps will follow once these areas are installed. The lighting system install and modify signal and lighting system as the critical path. These areas are critical because with the new sidewalk and ADA curb ramps the lighting will need to be completed so that the sidewalk is in conformance and allow pedestrians to safely walk during dark hours.

Task Name	Duration	Start	Finish	Jul	Aug 4	Aug 11	Aug 18	Aug 25	Sep 1	Sep 8	Sep 15	Sep 22	Sep 29	Oct 6	Oct 13	Oct 20	Oct 27	Nov 3	Nov 10	Nov 17	Nov 24	Dec 1	Dec 8	Dec 15	Dec 22
1 Project Timeline	90d	08/15/24	12/24/24																						
2 Contract Award	1d	08/07/24	08/07/24																						
3 Review Submittals	5d	08/08/24	08/14/24																						
4 Implement TCP	2d	08/15/24	08/16/24																						
5 Implement SWPP	2d	08/15/24	08/16/24																						
6 Remove Concrete and Base	10d	08/19/24	08/30/24																						
7 Install Drainage	20d	08/26/24	09/23/24																						
8 Remove Guardrail	3d	08/28/24	08/30/24																						
9 Construct ADA Compliant Curb Ramp	7d	09/02/24	09/10/24																						
10 Construct Sidewalk & Curb & Gutter	15d	09/11/24	10/01/24																						
11 Place Bench & Bike Parking	5d	10/02/24	10/08/24																						
12 Chain Link Fence	3d	10/09/24	10/11/24																						
13 Relocate and Remove Roadside Sign	3d	10/09/24	10/11/24																						
14 Install Lighting System	30d	10/07/24	11/18/24																						
15 Modify Signal and Lighting System	5d	11/18/24	11/22/24																						
16 Remove Traffic Stripe & Pavement Markings	2d	11/21/24	11/22/24																						
17 Pave Disturbed Areas	2d	11/25/24	11/26/24																						
18 Traffic Stripe and Pavement Marking	3d	11/27/24	12/03/24																						
19 Punchlist Walk	1d	12/04/24	12/04/24																						
20 Correct Punch List Items	5d	12/05/24	12/11/24																						





Conflict of Interest Statement/Requirements

R.E.Y. does not possess any financial, business or other relationship with the City of Susanville that may have an impact upon the outcome of the contract or the construction project. Neither does R.E.Y. have any current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. R.E.Y. does not have any financial interest or relationship with any construction company that might submit a bid on the construction project.

If any conflict of interest is discovered, R.E.Y. will immediately disclose the conflict to the City and, with permission from the City, propose mitigation strategies such as reassignment of staff or teaming partners. We understand that failure to disclose a conflict of interest may result in a termination of contract.

Furthermore, R.E.Y. will ensure that there is no conflict before providing services to any construction contractor on the agency's project listed in this Scope of Work.

Litigation

R.E.Y. has not been involved in any litigation that now affects or may affect our firm's ability to perform in the future. The only litigation R.E.Y. has been involved in was dismissed and is described below.

In November 2023, a complaint was filed against R.E.Y. for a traffic accident occurring in Roseville, CA, near a project location which R.E.Y. had filed permits. R.E.Y. quickly established it did not perform construction or traffic control near the project, as the company was hired to provide professional services only. The case was dismissed in May 2023 after the plaintiff's attorney agreed R.E.Y. did not have any involvement or liability for the accident.

Contract Agreement

R.E.Y. has reviewed the proposed contract agreement included as Attachment 2. As a professional services provider, we would like to confirm that we are not subject to the surety (Performance Bond, Payment Bond, and Maintenance Bond), liquidated damages, retention, and guarantee clauses in the contract. These clauses appear more geared towards a contractor, and we would like to confirm that they will not be in the final version of our professional services contract.

We warrant that the proposal terms included herein shall remain in effect for 90 days following the date proposal submittals are due.

R.E.Y. is a well-established, financially responsible firm with hundreds of public and private clients across California. R.E.Y. keeps a strong financial position, with ample resources to continue meeting future financial obligations. R.E.Y. maintains an impeccable balance sheet, with a debt-to-income ratio of less than 1 per our most recent CPA review. We currently hold insurance coverage which meets or exceeds industry standards, as well as public works standards. R.E.Y. maintains strong vendor relationships, paying subconsultants and vendors promptly. In 2023, vendor and subconsultant invoices rarely exceeded 60-days aged. R.E.Y. has our financial statements extensively reviewed each year by an independent CPA firm, and our company's indirect cost rate is audited each year by an independent CPA firm to comply with Federal Acquisition Regulations (FAR).

R.E.Y. has not filed nor had filed against us any bankruptcy or insolvency proceeding, nor undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

State-Only Provisions

Our team is well versed in managing projects with both State and Federal funding both on- and off-system. We are well acquainted with the processes required to adhere to State and Federal requirements during construction. We are ready and able to assist the City through these processes so the project can be properly closed out after the completion of construction.

We are prepared to assist the City with completing and processing the applicable Caltrans LAPM forms, including Chapter 16 which dictates the administration of construction contracts and Chapter 17 for project completion.

In addition to our team having a thorough understanding of the LAPM, we are also intimately familiar with the Caltrans Highway Design Manual (HDM), Project Development Procedures Manual (PDPM), Traffic Manual, Storm Water Project Planning & Design Guide, PS&E Guide, Contract Cost Data, and Standard Plans and Specifications.



SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Tamra Spade, Economic Development

Action Date: August 21, 2024

SUBJECT: Discussion regarding consideration of a temporary moratorium on Public Facility Impact Fees

PRESENTED BY: Dan Newton, City Manager

SUMMARY: Public facility impact fees are levied on new development projects to fund capital improvements necessitated by new growth. These fees are used for various purposes including, but not limited to transportation infrastructure, and public safety. Recent studies suggest that if we increase these fees without accompanying steady growth in the community, it could potentially deter development.

Staff is asking City Council to consider placing a moratorium on Public Facility Impact Fees for 5 years. If so directed by City Council, staff would prepare an ordinance modifying the Susanville Municipal Code to implement the moratorium.

FISCAL IMPACT: Approximately \$77,000 less in public facility impact fees collected.

ACTION REQUESTED: Direction to Staff

ATTACHMENTS:

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: August 21, 2024

SUBJECT: Department Reports

PRESENTED BY: Dan Newton, City Manager

SUMMARY: The City Manager's Report is designed for Department Heads to address the Council on a variety of topics, is needed. Also, for the Council to address any questions or comments regarding that Department Head.

FISCAL IMPACT: None.

ACTION REQUESTED: Information only.

ATTACHMENTS:

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: August 21, 2024

SUBJECT: Future Council Items

PRESENTED BY: Dan Newton, City Manager

SUMMARY: Council may provide direction to staff to bring back items for discussion or action at a future meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Possible direction to staff.

ATTACHMENTS:
[240821.FutureItemsList.pdf](#)

LAST THREE MONTHS

BUSINESS FROM THE FLOOR

- | | |
|-----------|--|
| 6/5/2024 | Request regarding a new Recycling center for the area |
| | Request to create a rebate program to provide funds to business owners for repairs to their business (only to be completed by local contractors) |
| 6/19/2024 | to help our local businesses. Chamber may help with funding. |
| 6/19/2024 | Request for a gate to be placed at the top of the Little League field |
| 7/3/2024 | Request to cut weeds on 1105 Orlo |
| 7/3/2024 | Request city support of current businesses |
| 7/16/2024 | Consider doing away with the Planning Commission and have the planning department handle the duties |

Council requested - FUTURE COUNCIL ITEMS

- | | |
|-----------|--|
| 6/5/2024 | Request to bring back a change to limit public comment to 3 minutes |
| 7/3/2024 | Request made to look into Silver Slippers Pool Program |
| 7/16/2024 | Request made to change the code to reflect 3 minute public comment times |
| 8/7/2024 | Request made to place trash receptacles at Inspiration Point |
| 8/7/2024 | Request for discussion regarding gas pricing in the city |

Completed Items

- | | |
|----------|-----------------------------|
| 6/5/2024 | Update on website requested |
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