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

Susanville City Council
Special Council Meeting • City Council Chambers
Wednesday, July 30, 2025 – 3:00 PM

CALL THE MEETING 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. Fire Unit
 2. Miscellaneous Unit
 3. SPOA Unit
 4. Department Heads:
 - a. City Clerk
- 4. RETURN TO OPEN SESSION: *(recess if necessary)***
 - *Reconvene in open session*
 - *Pledge of allegiance*
 - *Invocation*
 - *Report any changes to agenda*
 - *Report any action out of Closed Session*
- 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 three-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.***
- 7. PUBLIC HEARINGS: *No business.***
- 8. COUNCIL DISCUSSION/ANNOUNCEMENTS:**
- 9. NEW BUSINESS:**

9.A Approved Position List

9.B Consider Resolution No. 25-6457, authorizing the City Manager to enter into a stipulation with Dan Collins, Receiver, for the remediation of the St. Francis Hotel (830 Main St.)

10. CONTINUING BUSINESS:

10.A Discussion regarding Memorial Ball Park Grandstand Fire Emergency operations

11. CITY MANAGER REPORTS: No business.

12. FUTURE COUNCIL ITEMS:

13. ADJOURNMENT: *I, Heidi Whitlock, City Clerk of the City of Susanville, do hereby certify that an original of the NOTICE OF CALL OF SPECIAL MEETING, July 30, 2025 at 3:00p.m. was delivered to each and every person set forth on the list contained herein on the 29th day of July, 2025. A copy of said Notice is attached hereto.
I declare under penalty of perjury that the foregoing is true and correct.
Dated at Susanville, California this 29th day of July, 2025.*

AGENDA ITEM NO. 9.A
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: July 30, 2025

SUBJECT: Approved Position List

PRESENTED BY: Dan Newton, City Manager

SUMMARY: The current Public Safety Chief has announced his retirement for October 2025 and in preparation to fill that position, a modification to the range of the position is proposed to be modified to Range 180 using the current Management MOU Salary Matrix, annual salary at Range 180 is \$139,962-\$187,581. The proposed Range 180 will be effective October 11, 2025 although recruitment efforts for the Public Safety Chief position will begin in the upcoming month.

The current Public Works Director has announced his retirement date of August 30, 2025 and in preparation to fill that position, a modification to the range of the position is proposed to be modified to Range 176 using the current Management MOU Salary Matrix, annual salary at Range 176 is \$126,962-\$170,141. The proposed Range 176 will be effective August 31, 2025.

The Account Technician II position has been added back to the approved position list for council consideration. The Account Technician II position was reclassified in March 2025 and the 2025/2026 FY budget was adopted with the Account Technician position included in the Finance Budget. The Account Technician II is being presented at the previous position range in the Miscellaneous Unit at Range 142-146. The Account Technician II position will add necessary efficiencies in the city's accounts receivables, business license program, account management, and various city program financial assistance.

FISCAL IMPACT: Increased pay range of Public Safety Chief and Public Works Director and addition of Account Technician II to approved position list. Salaries of employees may vary depending on experience and qualifications.

ACTION REQUESTED: Motion to approve Approved Position List as presented.

ATTACHMENTS:

[250730 APL.pdf](#)

Last Approved on 6/18/2025

Department/Position	Range	Step A	Step G & H	Unit	Range A	Range G/H
REGULAR, FULL-TIME						
ADMINISTRATIVE SERVICES						
City Manager	196	\$ 191,224.02	\$ 256,258.34	Contract salary	\$ 7,354.77	\$ 9,856.09
Deputy City Manager	156-161	\$ 81,105.44	\$ 129,120.16	Admin salary	\$ 3,119.44	\$ 4,966.16
CITY CLERK						
City Clerk	164-170	\$ 94,741.66	\$ 146,975.14	Mgmt salary	\$ 3,643.91	\$ 5,652.89
Admin Staff Assistant (Base-II)	124-128	\$ 36,409.88	\$ 56,551.04	Misc hourly	\$ 1,400.38	\$ 2,175.04
ECONOMIC DEVELOPMENT						
Economic Development Director	170-174	\$ 109,675.28	\$ 162,040.32	Mgmt salary	\$ 4,218.28	\$ 6,232.32
FINANCE						
Finance Director	170-174	\$ 109,675.28	\$ 162,040.32	Contract salary	\$ 4,218.28	\$ 6,232.32
Assistant Director of Finance	154-159	\$ 77,197.38	\$ 122,898.62	Admin salary	\$ 2,969.13	\$ 4,726.87
Account Technician II (Base - II)	142-146	\$ 56,787.12	\$ 88,200.58	Misc hourly	\$ 2,184.12	\$ 3,392.33
Account Tech - Account Tech I (Base- II)	124-128 or 133-137	\$ 36,409.88	\$ 70,624.58	Misc hourly	\$ 1,400.38	\$ 2,716.33
Account Tech - Account Tech I (Base- II)	124-128 or 133-137	\$ 36,409.88	\$ 70,624.58	Misc hourly	\$ 1,400.38	\$ 2,716.33
Account Tech - Account Tech I (Base- II)	124-128 or 133-137	\$ 36,409.88	\$ 70,624.58	Misc hourly	\$ 1,400.38	\$ 2,716.33
FIRE & POLICE						
Public Safety Chief	170-172 180	\$ 109,675.28 \$ 139,961.90	\$ 154,323.78 \$ 187,580.90	Mgmt salary	\$ 4,218.28	\$ 5,935.53
				Contract salary	\$ 5,383.15	\$ 7,214.65
Assistant Fire Chief	145-150	\$ 66,037.40	\$ 105,132.04	Fire salary	\$ 2,539.90	\$ 4,043.54
Fire Captain	141-146	\$ 59,826.78	\$ 95,244.24	Fire hourly	\$ 2,301.03	\$ 3,663.24
Fire Captain	141-146	\$ 59,826.78	\$ 95,244.24	Fire hourly	\$ 2,301.03	\$ 3,663.24
Fire Captain	141-146	\$ 59,826.78	\$ 95,244.24	Fire hourly	\$ 2,301.03	\$ 3,663.24
Apparatus Engineer	137-142	\$ 54,200.12	\$ 86,286.72	Fire hourly	\$ 2,084.62	\$ 3,318.72
Apparatus Engineer	137-142	\$ 54,200.12	\$ 86,286.72	Fire hourly	\$ 2,084.62	\$ 3,318.72
Apparatus Engineer	137-142	\$ 54,200.64	\$ 86,286.72	Fire hourly	\$ 2,084.64	\$ 3,318.72
Fire Fighter I/II (I level I)	129 - 137	\$ 44,484.44	\$ 76,264.76	Fire hourly	\$ 1,710.94	\$ 2,933.26
Fire Fighter I/II (II level II)	129 - 137	\$ 44,484.44	\$ 76,264.76	Fire hourly	\$ 1,710.94	\$ 2,933.26
Fire Fighter I/II	129-137	\$ 44,484.44	\$ 76,264.76	Fire hourly	\$ 1,710.94	\$ 2,933.26
Admin Staff Assistant - Fire (Base - II)	138-142	\$ 51,446.46	\$ 79,905.28	Misc hourly	\$ 1,978.71	\$ 3,073.28
Police Lieutenant	147-156	\$ 77,394.20	\$ 123,358.56	SPOA hourly	\$ 2,976.70	\$ 4,744.56
Police Lieutenant	147-156	\$ 77,394.20	\$ 123,358.56	SPOA hourly	\$ 2,976.70	\$ 4,744.56
Police Sergeant	143-152	\$ 70,115.24	\$ 111,756.84	SPOA hourly	\$ 2,696.74	\$ 4,298.34
Police Sergeant	143-152	\$ 70,115.24	\$ 111,756.84	SPOA hourly	\$ 2,696.74	\$ 4,298.34
Police Sergeant	143-152	\$ 70,115.24	\$ 111,756.84	SPOA hourly	\$ 2,696.74	\$ 4,298.34
Police Officer	136-145	\$ 58,985.42	\$ 94,017.04	SPOA hourly	\$ 2,268.67	\$ 3,616.04
Police Officer	136-146	\$ 58,985.42	\$ 94,017.04	SPOA hourly	\$ 2,268.67	\$ 3,616.04
Police Officer (SRO)	136-145	\$ 58,985.42	\$ 94,017.04	SPOA hourly	\$ 2,268.67	\$ 3,616.04
Police Officer	136-145	\$ 58,985.42	\$ 94,017.04	SPOA hourly	\$ 2,268.67	\$ 3,616.04
Police Officer	136-145	\$ 58,985.42	\$ 94,017.04	SPOA hourly	\$ 2,268.67	\$ 3,616.04
Police Officer	136-145	\$ 58,985.42	\$ 94,017.04	SPOA hourly	\$ 2,268.67	\$ 3,616.04
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Police Officer	136-145	\$ 58,985.42	\$ 94,017.04	SPOA hourly	\$ 2,268.67	\$ 3,616.04
Police Officer	136-145	\$ 58,985.42	\$ 94,017.04	SPOA hourly	\$ 2,268.67	\$ 3,616.04
Police Officer	136-145	\$ 58,985.42	\$ 94,017.04	SPOA hourly	\$ 2,268.67	\$ 3,616.04
Administrative Assistant	142-147	\$ 57,400.46	\$ 91,381.94	Admin salary	\$ 2,207.71	\$ 3,514.69
Community Services Officer (Base - II)	132-136	\$ 44,361.98	\$ 68,902.08	Misc hourly	\$ 1,706.23	\$ 2,650.08
Community Services Officer (Base - II) (PHLA Grant funded)	132-136	\$ 44,361.98	\$ 68,902.08	Misc hourly	\$ 1,706.23	\$ 2,650.08
Youth Services Officer - Grant funded	132-136	\$ 44,361.98	\$ 68,902.08	Misc hourly	\$ 1,706.23	\$ 2,650.08
PUBLIC WORKS						
Public Works Director	168-174 176	\$ 104,452.40 \$ 126,961.90	\$ 162,040.32 \$ 170,140.88	Mgmt salary	\$ 4,017.40	\$ 6,232.32
Assistant Director of Operations	154-163	\$ 77,197.38	\$ 135,657.08	Contract salary	\$ 4,883.15	\$ 6,543.88
Assistant Director of Engineering	154-167	\$ 77,197.38	\$ 149,739.98	Admin salary	\$ 2,969.13	\$ 5,217.58
Building Official	152-157	\$ 73,477.56	\$ 116,976.60	Admin salary	\$ 2,826.06	\$ 4,499.10
City Planner	152-157	\$ 73,477.56	\$ 116,976.60	Admin salary	\$ 2,826.06	\$ 4,499.10
Assistant Engineer	140-149	\$ 54,634.58	\$ 96,008.12	Admin hourly	\$ 2,101.33	\$ 3,692.62
Water Utility Supervisor (Base - II)	145-147	\$ 62,425.22	\$ 87,890.92	PWorks hourly	\$ 2,400.97	\$ 3,380.42
Gas Utility Supervisor (Base - II)	144-146	\$ 60,902.66	\$ 85,747.22	PWorks hourly	\$ 2,342.41	\$ 3,297.97
Park/Facilities Maint Superintendent (Base - II)	143-145	\$ 59,417.28	\$ 83,655.78	PWorks hourly	\$ 2,285.28	\$ 3,217.53
Streets Maintenance Super. (Base - II)	143-145	\$ 59,417.28	\$ 83,655.78	PWorks hourly	\$ 2,285.28	\$ 3,217.53
Air Quality Specialist	140-155	\$ 54,634.58	\$ 111,340.06	Admin hourly	\$ 2,101.33	\$ 4,282.31
Building Permit Tech	140-145	\$ 54,634.58	\$ 86,978.58	Admin hourly	\$ 2,101.33	\$ 3,345.33
Program Coordinator	138-143	\$ 52,002.08	\$ 82,787.64	Admin hourly	\$ 2,000.08	\$ 3,184.14
Pool Director (reimbursed by HLVR)	138-143	\$ 52,002.08	\$ 82,787.64	Admin salary	\$ 2,000.08	\$ 3,184.14
Code Enforcement Officer I/II	136-141	\$ 49,496.20	\$ 78,798.46	Admin hourly	\$ 1,903.70	\$ 3,030.71
Water System Op II - III (Base - II)	133-135 or 139-141	\$ 46,416.76	\$ 75,788.18	PWorks hourly	\$ 1,785.26	\$ 2,914.93

Water System Op II - III (Base - II)	133-135 or 139-141	\$	46,416.76	\$	75,788.18	PWorks	hourly	\$	1,785.26	\$	2,914.93
Gas Technician II - III (Base -II)	132-134 or 138-140	\$	45,284.72	\$	73,939.58	PWorks	hourly	\$	1,741.72	\$	2,843.83
Gas Technician II - III (Base -II)	132-134 or 138-140	\$	45,284.72	\$	73,939.58	PWorks	hourly	\$	1,741.72	\$	2,843.83
Gas Technician II - III (Base -II)	132-134 or 138-140	\$	45,284.72	\$	73,939.58	PWorks	hourly	\$	1,741.72	\$	2,843.83
Mechanic II (Base - II)	131-133	\$	44,179.98	\$	62,202.92	PWorks	hourly	\$	1,699.23	\$	2,392.42
Street Maint Operator II - III (Base - II)	131-133 or 137-139	\$	44,179.98	\$	72,136.22	PWorks	hourly	\$	1,699.23	\$	2,774.47
Utilities Services Technician (Base - II)	125-127	\$	38,096.24	\$	53,637.22	Pworks	hourly	\$	1,465.24	\$	2,062.97
Utilities Services Technician (Base - II)	125-127	\$	38,096.24	\$	53,637.22	Pworks	hourly	\$	1,465.24	\$	2,062.97
Parks Maintenance Worker II (Base - II)	125-127	\$	38,096.24	\$	53,637.22	Pworks	hourly	\$	1,465.24	\$	2,062.97
Admin Staff Assistant (Base -II)	124-128	\$	36,409.88	\$	56,551.04	Misc	hourly	\$	1,400.38	\$	2,175.04
Maintenance Worker I - II (Base - II) (S)	123-125 or 125-127	\$	36,260.64	\$	53,637.22	PWorks	hourly	\$	1,394.64	\$	2,062.97
Maintenance Worker I - II (Base - II) (W)	123-125 or 125-127	\$	36,260.64	\$	53,637.22	PWorks	hourly	\$	1,394.64	\$	2,062.97
Maintenance Worker I - II (Base - II) (G)	123-125 or 125-127	\$	36,260.64	\$	53,637.22	PWorks	hourly	\$	1,394.64	\$	2,062.97
Maintenance Workr I-II (Base - II) (S)	123-125 or 125-127	\$	36,260.64	\$	53,637.22	PWorks	hourly	\$	1,394.64	\$	2,062.97

PART-TIME

ADMIN

		Hourly Wage			
Parks Maintenance Worker - P/T	925	\$	16.68	\$	18.41
Parks Maintenance Worker - P/T	925	\$	16.68	\$	18.41
Economic Development PT Admin Staff Assistant	944	\$	26.01	\$	29.43
Construction Technician	951	\$	30.92	\$	34.99
Human Resources Investigator	954	\$	33.30	\$	37.68

POLICE

Community Service Officer - P/T	932	\$	19.34	\$	21.88
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POOL

Assistant Pool Manager	935	\$	20.83	\$	23.57
Head Swim Instructor	928	\$	17.53	\$	19.83
Head Lifeguard	928	\$	17.53	\$	19.83
Head Program Instructor	928	\$	17.53	\$	19.83
Lifeguard/Swim Instructor (# of positions as needed)	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard	925	\$	16.68	\$	18.41
Lifeguard	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard/Swim Instructor	925	\$	16.68	\$	18.41
Lifeguard	925	\$	16.68	\$	18.41
Lifeguard	925	\$	16.68	\$	18.41
Swim Instructor/Facility Attendant	925	\$	16.68	\$	18.41
Swim Instructor/Facility Attendant	925	\$	16.68	\$	18.41
Swim Instructor/Facility Attendant	925	\$	16.68	\$	18.41
Pool Maintenance Worker	925	\$	16.68	\$	18.41

GOLF COURSE

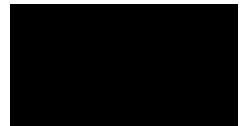
Golf Course Business Manager P/T	960	\$	38.62	\$	43.69
Head Maintenance Worker	930	\$	18.41	\$	20.83
Maintenance	925	\$	16.68	\$	18.41
Maintenance	925	\$	16.68	\$	18.41
Pro Shop Worker	925	\$	16.68	\$	18.41
Pro Shop Worker	925	\$	16.68	\$	18.41
Pro Shop Worker	925	\$	16.68	\$	18.41
Pro Shop Worker	925	\$	16.68	\$	18.41
Pro Shop Worker	925	\$	16.68	\$	18.41
Pro Shop Worker	925	\$	16.68	\$	18.41
Carts	925	\$	16.68	\$	18.41
Carts	925	\$	16.68	\$	18.41
Carts	925	\$	16.68	\$	18.41
Carts	925	\$	16.68	\$	18.41
Carts	925	\$	16.68	\$	18.41

TEMPORARY

ADMIN

Hourly Wage

Intern	925	\$	16.68	\$	18.41	n/a
POLICE						
Reserve Police Officer:						
Reserve Police Officer 1	946	\$	27.33	\$	30.92	n/a
Reserve Police Officer 2	946	\$	27.33	\$	30.92	n/a
Reserve Police Officer 3	946	\$	27.33	\$	30.92	n/a
Reserve Police Officer 4	946	\$	27.33	\$	30.92	n/a
Reserve Police Officer 5	946	\$	27.33	\$	30.92	n/a
Up to 5 positions funded thru salary savings						
FIRE						
Fire Captain (Side Letter)	925	\$	16.68	\$	18.41	n/a
Fire Captain (Side Letter)	925	\$	16.68	\$	18.41	n/a
Seasonal Firefighter	925	\$	16.68	\$	18.41	n/a
Seasonal Firefighter	925	\$	16.68	\$	18.41	n/a
Seasonal Firefighter	925	\$	16.68	\$	18.41	n/a
PUBLIC WORKS						
Assistant Engineer	944	\$	26.01	\$	29.43	n/a
Gas Technician II (Gas Surveyor)	931	\$	18.87	\$	21.35	n/a
Intern (PW)	925	\$	16.68	\$	18.41	n/a
Intern (PW)	925	\$	16.68	\$	18.41	n/a
Intern (PW)	925	\$	16.68	\$	18.41	n/a
VARIOUS						
Summer Laborer	925	\$	16.68	\$	18.41	n/a
Summer Laborer	925	\$	16.68	\$	18.41	n/a
Summer Laborer	925	\$	16.68	\$	18.41	n/a
Summer Laborer	925	\$	16.68	\$	18.41	n/a
Summer Laborer	925	\$	16.68	\$	18.41	n/a
CONTRACT POSITIONS						
POLICE						
Officer Trainee	932					n/a
City Attorney - contracted flat rate						
Airport Manager - \$1,896.86 per month						



AGENDA ITEM NO. 9.B
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Dan Newton, Administrative Services

Action Date: July 30, 2025

SUBJECT: Consider **Resolution No. 25-6457**, authorizing the City Manager to enter into a stipulation with Dan Collins, Receiver, for the remediation of the St. Francis Hotel (830 Main St.)

PRESENTED BY: Dan Newton, City Manger

SUMMARY: On July 22, 2025, the Lassen Superior Court appointed a Receiver, Dan Collins to abate the public nuisance located at 830 Main St. (commonly known as the St. Francis Hotel). The Receiver has determined that the best course of action is to demolish the existing structures and properly dispose of the materials. The Receiver is prepared to engage a contractor to begin the work but there are insufficient funds in the Receivership estate to cover the cost of the necessary work. The Receiver has prepared a cost estimate in the amount of \$496,143.30 in "Hard Costs" to complete the abatement work.

The City Council has directed staff to expedite the abatement of the public nuisance posed by the burned St. Francis Hotel. To accomplish this, Council may consider issuing a loan to the Receivership estate in an amount up to \$496,146.30.

Staff is requesting that City Council approve Resolution No. 25-6457 authorizing the City Manager to enter into a stipulation with Dan Collins for the remediation of the burned St. Francis Hotel, located at 830 Main St., Susanville, California.

FISCAL IMPACT: Up to \$500,000 for the remediation of 830 Main Street.

ACTION REQUESTED: Motion to approve Resolution No. 25-6457, authorizing the City Manager to enter into a stipulation with Dan Collins, Receiver, for the remediation of the St. Francis Hotel (830 Main St.)

ATTACHMENTS:
[25-6457.pdf](#)
[Stipulation & Order to Approve Receiver Rehab Plan.docx](#)
[St Francis_Cost Estimate_07-28-2025.pdf](#)

RESOLUTION NO. 25-6457
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE CITY MANAGER TO ENTER INTO A STIPULATION WITH DAN
COLLINS, RECIEVER FOR THE REMEDIATION OF THE ST. FRANCIS HOTEL
(830 MAIN ST.)

WHEREAS, On July 22, 2025, Judge Lacasse granted City of Susanville's request to appoint a Receiver regarding real property at 830 Main Street, Susanville, CA 96130, pursuant to Health and Safety Code Section 17980.7(c); and

WHEREAS, the City of Susanville has allocated funds to abate the nuisance at 830 Main Street, Susanville, CA 96130; and

WHEREAS, Dan Collins, Receiver, has prepared a proposed estimated budget supporting the Receiver's Plan to seek approval to demolish the hotel structure and employ PARC Environmental as the contractor and the expected fees and costs associated with abatement stabilizing the property; and

WHEREAS, the City of Susanville, authorizes Dan Newton to enter into a stipulation with the Receiver, Dan Collins, to approve Receiver's Stipulation and Proposed Order: 1) Approving Receiver's Rehabilitation Plan and Cost Estimate, and 2) Authorizing Receiver to List and Sell Property; and

WHEREAS, the approval of this Resolution will allow Dan Collins to remediate the conditions at 830 Main Street, Susanville, CA 96130 post haste.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby approves the attached Receiver's Stipulation and Proposed Order: 1) Approving Receiver's Rehabilitation Plan and Cost Estimate, and 2) Authorizing Receiver to List and Sell Property, Exhibit "A" to remediate the conditions at 830 Main Street and approves the allocated funds set aside to accomplish this.

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing Resolution was adopted at a special meeting of the City Council of the City of Susanville, held on the 30th day of July 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

1 Marianne M. Dickson (Cal. SBN 249737; Ore. SBN 210060)
2 M DICKSON LAW, P.C.
3 5200 Meadows Rd., Ste 150
4 Lake Oswego, Oregon 97035
5 Telephone: (916) 964-2847
6 Fax: (503) 961-7737
7 Email: marianne@mdicksonlaw.com

8
9 Attorney for Court-Appointed Receiver,
10 DANIEL L. COLLINS

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LASSEN

CITY OF SUSANVILLE,

Petitioner,

v.

TERRANOVA STRATEGIES LLC A LTD
LIABILITY CO,
JUSTIN LUCIO aka JUSTIN L. WIGHT,
and DOES 1 – 10,

Respondents.

Case No. 2025CV0076718

(Exempt from Filing Fees (Gov. Code § 6103))

**STIPULATION AND [PROPOSED]
ORDER:**

- (1) APPROVING RECEIVER'S
REHABILITATION PLAN & COST
ESTIMATE, AND
(2) AUTHORIZING RECEIVER TO
LIST AND SELL PROPERTY**

20 This stipulation ("Stipulation") is entered by and between (1) Petitioner City of Susanville
21 ("Petitioner"), and (2) Daniel L. Collins, the duly appointed receiver in the above-entitled action
22 (the "Receiver") by and through their attorneys of record in reference to and in consideration of the
23 following:

RECITALS

24
25 A. On July 22, 2025, the above-entitled court entered its *Order Appointing Receiver*
26 ("Appointment Order") declaring the real property commonly known as 830 Main Street,
27 Susanville, California 96130, APN 103-323-006-000 (the "Property") to be maintained in such a
28 condition as to endanger the health and safety of the occupants, neighboring residents, and general

1 public and appointed the Receiver to abate the public nuisances. A legal description of the
2 Property is attached hereto as Exhibit A.

3 B. On July 24, 2025, the Receiver filed his Oath and bond in the amount of
4 \$10,000.00 as required by the Appointment Order. The Receiver also recorded his Notice of
5 Receiver's Lien Pursuant to Cal. Health and Safety Code Section 17980.7(c)(4)(G) (the
6 "Receiver's Lien") for all unpaid professional fees and costs of the Property as authorized by the
7 Appointment Order in the Official Records of Lassen County (the "Official Records") on July 24,
8 2025, as document no. 2025-02279.

9 C. On July 24, 2025, the Receiver inspected the Property and found it to be in
10 deplorable condition. The Property's conditions were substandard and hazardous, consistent with
11 the allegations in the Petition. Specifically, the Property's building, the historic St. Francis Hotel,
12 was destroyed by fire November 1, 2024. The fire caused extensive structural and environmental
13 damage throughout the Property. The fire debris contains hazardous materials, including asbestos
14 containing materials ("ACM"), lead based paint, and lead containing paint, but part of the
15 structure is particularly hazardous as it contains friable asbestos.

16 D. On July , 2025, the Receiver filed his *Receiver's Inventory*.

17 E. Prior to the Receiver's appointment, Petitioner engaged ALLPRO Environmental
18 Services ("ALLPRO") to perform an environmental survey of the Property. ALLPRO took
19 samples from the Property and submitted those samples for laboratory testing which established
20 extensive hazardous contaminants in the fire debris and intact areas of the hotel structure.
21 ALLPRO was further engaged by Petitioner to develop a scope of work for qualified contractors
22 to abate the hazardous contaminants, demolish the remainder improvements, package the debris
23 pursuant to federal, state, and local requirements, and then transport and properly dispose of such
24 materials. ALLPRO also obtained the three (3) proposals from the following qualified contractors
25 to perform the work as set forth in the scope of work: (i) Walberg Inc. for \$1,102,736, (ii) JM
26 Environmental Inc. for \$463,603, and (iii) PARC Environmental ("PARC") for \$377,782.80.¹

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28 ¹ These amounts represent the contractors' base bids at non-prevailing wage rates and do not

1 F. The Receiver examined ALLPRO's environmental survey report, laboratory
2 findings, and proposed scope of work and found it to be thorough and satisfactory. The Receiver
3 also analyzed the 3 qualified contractors' proposals ALLPRO obtained. The Receiver also
4 analyzed and considered the Property's value based on his experience as a licensed contractor and
5 real estate broker.

6 G. After considering and analyzing the foregoing, the Receiver determined the best
7 course of action for the Property is to demolish the existing structures and properly dispose of its
8 materials. This will immediately abate the nuisances and present danger the Property poses to the
9 public. Restoration of the Property is not economically feasible.

10 H. The Receiver determined the bid by PARC for the remediation and removal of the
11 fire debris and strategic demolition of the remaining structure was the most competitive while
12 being thorough and complying with all regulations for contaminated materials.

13 I. Thus, the Receiver's proposed "Rehabilitation Plan" to address the Property's
14 issues as required by the Appointment Order is to engage PARC to remediate contaminants and to
15 demolish the Property's remaining structure and properly dispose of all material and fire debris.
16 The Receiver will also engage ALLPRO to perform environmental oversight, monitoring, and
17 additional testing if required by governing agencies throughout the work to ensure the safe
18 removal of hazardous materials. Following the abatement of the Property's nuisances, the
19 Receiver will list the Property for sale to repay the debts of the receivership estate, subject to this
20 Court's approval, unless the owner is able and willing to repay the costs of the receivership estate.
21 Anticipated timing of any sale of the Property is unknown due to market conditions in Susanville
22 for a Property of this nature.

23 J. Time is of the essence to engage PARC to begin the abatement work. A delay
24 could push the contractor's work schedule into the winter months, which leads to concerns about
25 transportation of the ACM loads. The locations to where ACM can be transferred and disposed
26 likely require a hauler to cross a high elevation pass. Transport of ACM loads is highly regulated

27 _____
28 include required California Department of Toxic Substances Control (DTSC) fees or other future
analysis to comply with Waste Management requirements.

1 due to the risks and haulers are cautious about potential risks of overturning a trailer load with
2 ACM. Thus, if the work cannot be completed before the winter road conditions develop, the
3 Property may remain in its contaminated state until spring 2026, exposing the public to friable
4 ACMs in high wind conditions typical in winter months. Such a delay would likely increase
5 PARC's costs to the receivership estate.

6 K. The Receiver prepared an estimate of costs and fees (the "Cost Estimate") the
7 receivership estate will incur in carrying out the abatement work, *i.e.*, the Property's demolition,
8 which is estimated to be \$496,146.30 in "Hard Costs" and \$54,765.00 in professional fees and
9 costs, including that of the Receiver and his counsel, for a total of \$550,911.30. A detailed
10 breakdown of the Cost Estimate is attached hereto as Exhibit B. This estimated amount is limited
11 to fees and costs to performance the remediation and demolition to complete the abatement of
12 violations(*i.e.*, through the completion of PARC's work to remediate contaminants, remove the
13 fire debris and remaining structure and grading to make the site safe) and does not include fees
14 and costs associated with (i) the Receiver's efforts to sell the Property because the uncertainty of
15 effort necessary to sell the Property in the current local market, (ii) prepare the Receiver's final
16 report and accounting and obtain his discharge, and (iii) other administrative costs of the
17 receivership estate.

18 L. The Receiver, based on his +35 years of experience as a licensed real estate broker
19 and general contractor, estimates the Property to currently have a negative value as the cost to
20 abate the existing hazardous fire debris may exceed its value after completion of the demolition.
21 In order to perform the work, the Receiver must borrow funds but the Receiver cannot borrow
22 sufficient funds from a traditional financial institution or even a hard-money lender based on the
23 upside-down value of the Property. Thus, the Receiver has not issued the initial Receiver's
24 Certificate of Indebtedness authorized by the Appointment Order in the amount of \$50,000.00.

25 M. Petitioner has offered to loan the receivership estate the amount equal to the Hard
26 Costs of the Rehabilitation Plan but is unable to loan the full Cost Estimate (*i.e.*, the professional
27 fees and costs of the Receiver and his counsel).

28 N. The default of Respondents Terranova Strategies LLC and Justin Wight were

1 entered on July __, 2025.

2 O. The parties hereto all desire the expedient abatement of the Property's public
3 nuisance issues and resolution of this case. In light of the foregoing, the parties believe it is in
4 their best interests to enter into the following Stipulation to obtain an order of this Court to
5 approve the Rehabilitation Plan and Cost Estimate as further set forth below.

6 **STIPULATION**

7 1. The Recitals above are incorporated in full by reference herein.
8 2. The Receiver's Rehabilitation Plan and Cost Estimate are hereby approved.
9 3. The Receiver is authorized to issue a Receiver's Certificate of Indebtedness in an
10 amount up to \$496,146.30 in favor of Petitioner City of Susanville (the "Certificate"), under the
11 following terms:

- 12 a. Unpaid principal balance shall incur simple interest at the rate of 10% per annum
13 from date of receipt by the Receiver of the amounts advanced by Petitioner.
14 b. The maturity date of the Certificate shall be the earlier of December 31, 2026 or the
15 sale of the Property, whichever occurs first (the "Maturity Date"). The Maturity Date
16 may be extended by mutual consent of the Receiver and Petitioner or by order of this
17 Court. The Receiver may pay any or all amounts due under the Certificate at any
18 time prior to the Maturity Date without penalty or prepayment fee.
19 c. No monthly payments are due under the Certificate.
20 d. Repayment of the Certificate shall be secured by the Property by a deed of trust with
21 the power of sale and such deed of trust will be a super-priority lien on the Property
22 prior and superior as to any preexisting private liens or encumbrances. However,
23 notwithstanding anything to the contrary in the Appointment Order, Petitioner's
24 super priority lien under the Certificate shall not be prior and superior to the
25 Receiver's Lien for the actual unpaid professional fees and costs of the Receiver and
26 his counsel incurred in this case, including without limitation such fees and costs that
27 are incurred after the Property's abatement work. It is expressly agreed that
28 Receiver's Lien will have a higher priority that is ahead of the Certificate and that

1 upon any sale of the Property the Receiver's Lien shall be paid in full and a
2 reasonable reserve set aside for estimated fees and costs of the Receiver and his
3 counsel to approve the Receiver's final report and obtain the Receiver's discharge,
4 prior to the repayment of the Certificate in exchange for the Receiver and his counsel
5 providing services to the receivership estate for the benefit of Petitioner without pay
6 until the sale of the Property or owner funds the costs of the receivership estate,
7 whichever occurs first.

8 e. In accordance with the provisions of the Appointment Order, if the Certificate cannot
9 be immediately satisfied when due, the Receiver may apply to this Court to sell the
10 Property free and clear of all subordinate liens and encumbrances pursuant to
11 California Code of Civil Procedure section 568.5.

12 4. Following the abatement of the Property's nuisances, the Receiver is authorized to
13 list and sell the Property using his California real estate broker's license under Collins Commercial.
14 The Receiver shall not be entitled to a commission on the sale of the Property but a commission not
15 to exceed 5% of the purchase price shall be available to a buyer's real estate broker to be paid upon
16 the closing of the sale if necessary. Any sale of the Property shall be subject to this Court's approval
17 and confirmation.

18 5. Time is of the essence with respect to performing the Rehabilitation Plan and closing
19 of the Property's sale. The Receiver is authorized to execute any and all documents necessary to
20 effectuate this Order. The Receiver shall apply to this Court for an order approving and confirming
21 any sale of the Property.

22 **IT IS SO STIPULATED.**

23 Dated: August __, 2025

PRENTICE LONG, PC

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25
26 _____
Kelsey Walsh
Attorney for PETITIONER,
27 CITY OF SUSANVILLE
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[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Dated: August __, 2025 M DICKSON LAW, P.C.

Marianne M. Dickson
Attorney for COURT-APPOINTED RECEIVER,
DANIEL L. COLLINS

IT IS ORDERED.

DATED: _____ _____
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

The land referred to herein is situated in the City of Susanville, County of Lassen, State of California, and is described as follows:

PARCEL 1:

LOT 1 AND THE EASTERLY 19 1/2 FEET OF LOT 4, IN BLOCK 12, AS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF SUSANVILLE, FILED April 30, 1872 IN BOOK 1 OF MAPS, PAGES 19 THROUGH 23, IN THE OFFICE OF THE LASSEN COUNTY RECORDER.

PARCEL 2:

A STRIP OF LAND 1/10 OF ONE FOOT IN WIDTH, LYING BETWEEN PARCEL 1, ABOVE DESCRIBED, AND THE WESTERLY 31 FEET OF LOT 4, IN BLOCK 12, AS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF SUSANVILLE, FILED April 30, 1872 IN THE OFFICE OF THE LASSEN COUNTY RECORDER IN BOOK 1 OF MAPS, PAGES 19 THROUGH 23.

Assessor's Parcel Numbers(s): 103-323-006

[End of Legal Description]

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EXHIBIT B
COST ESTIMATE

Receiver's Cost Estimate

City of Susanville v. Terranova Strategies, LLC - Case No. 2025-CV0076718

Period of Nuisance Abatement & Property Stabilization

St. Francis Hotel

830 Main Street, Susanville, CA

Budget Line Item	Description	Amount
Property Clean Up - Removal & Disposal		\$ 413,783.00
	<i>Friable RACM Waste Disposal</i>	\$ 116,695.00
	<i>Non-Friable EPA Flooring Disposal</i>	\$ 12,525.00
	<i>ACM Walls Disposal</i>	\$ 25,380.00
	<i>CA Hazardous Waste Lead in Ash Disposal</i>	\$ 12,150.00
	<i>Non-Hazardous Construction Debris Disposal</i>	\$ 132,958.00
	<i>Backfill Grade to 3:1 Safety Slope</i>	\$ 72,900.00
	<i>Glove-Bag Pipe Abatement</i>	\$ 875.00
	<i>Flourescent Light Fixture Disposal</i>	\$ 300.00
	<i>Heating Oil Tank Removal & Disposal</i>	\$ 4,000.00
	<i>DTSC Fees Estimate</i>	\$ 36,000.00
Contingency Reserve for Property Clean-Up Unexpected Costs (10%)		\$ 41,378.30
Sewer Line Capping in Public Right of Way		\$ 2,500.00
Environmental Monitoring		\$ 5,000.00
ALLPRO Project Oversight during Hazardous Waste Remediation		\$ 5,500.00
Additional Asbestos Waste Analysis for CA Haz. Waste Compliance		\$ 1,260.00
Additional Lead Contaminant Analysis for CA Haz. Waste Compliance		\$ 2,500.00
Permitting Costs		\$ 9,500.00
	<i>Permit Fees</i>	\$ 5,000.00
	<i>Permit Expeditor Service</i>	\$ 4,500.00
Misc Site Maintenance		\$ 3,500.00
Insurance - General Liability (Estimate Only)		\$ 6,000.00
Contingency Reserve - 5% Unexpected/Increased Costs		\$ 950.00
Receiver Out of Pocket Costs		\$ 4,275.00
	<i>Local field agent (30 hrs @ \$50/hr)</i>	\$ 1,500.00
	<i>Bookkeeping (35 hrs @ \$55/hr)</i>	\$ 1,925.00
	<i>License fee for brokerage service (sale of property)</i>	\$ 850.00
TOTAL HARD COST OF RECEIVERSHIP ESTATE (A)		\$ 496,146.30
Receiver Fees & Costs		\$ 32,540.00
	<i>Receiver fees (92 hrs @ \$325/hr)</i>	\$ 29,900.00
	<i>Mileage</i>	\$ 840.00
	<i>Misc fees: recording, postage, copying, etc.</i>	\$ 1,800.00
Legal Fees & Costs		\$ 22,225.00
	<i>Legal fees (65 hrs @ \$325/hr)</i>	\$ 21,125.00
	<i>Legal costs: filing, postage/service, etc.</i>	\$ 1,100.00
TOTAL PROFESSIONAL FEES & COSTS (B)		\$ 54,765.00
TOTAL RECEIVER'S COST ESTIMATE* (A + B)		\$ 550,911.30

* Note: Cost Estimate is for receivership estate fees and costs for abatement of nuisances and stablization for property. Does not include (a) fees/costs from subsequent sale of property or other efforts to repay debts of receivership estate and close estate, (b) costs of borrowing (interest/fees), or (c) payment of property taxes.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By:	Jolene Arredondo, Administrative Services
Action Date:	July 30, 2025
SUBJECT:	Discussion regarding Memorial Ball Park Grandstand Fire Emergency operations
PRESENTED BY:	Dan Newton, City Manager
SUMMARY:	On July 5, 2025, a fire engulfed the grandstands located in the ballpark at Memorial Park, commonly known as Frank Ernaga Field; intense heat caused damage to the field's light poles, LMUD power poles and lines near the grandstands, park restrooms, surrounding grandstand structures, field/turf, and various City and Lassen Community College Baseball pieces of equipment were lost. City staff has been working with Lassen Community College (LCC) and LCC's baseball and athletic staff to identify immediate needs in order for the ballfield to be usable for their fall schedule that begins in mid August. Per the City of Susanville Municipal Code (section 3.08.200) an emergency is a situation where the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property. The City Manager is authorized pursuant to Government Code section 22050 to order any action to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes without giving notice for bids or to let contracts. The City Manager must report the action to the City Council for review within 7 days after the action or at the next regularly scheduled meeting if that meeting will occur not later than fourteen (14) days after the action. Further updates will be provided to the Council at the meeting about progress and efforts.
FISCAL IMPACT:	To be determined by the insurance claim process
ACTION REQUESTED:	Review emergency actions taken to safeguard the public and determine if it is necessary to continue the emergency action. Motion to authorize continuation of emergency action to remediate fire damage at the Memorial Ball Park.

ATTACHMENTS: