
CITY OF SUSANVILLE
66 N. Lassen Street • Susanville CA
Quincy McCourt, Mayor
Thomas Herrera, Mayor pro tem
Russ Brown • Mendy Schuster • Kevin Stafford

Susanville City Council
Regular Council Meeting • City Council Chambers
Wednesday, August 2, 2023 – 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 Employee Performance Evaluation - pursuant to Government Code §54957*
 1. *Title: City Administrator*
 - B. *CONFERENCE WITH LABOR NEGOTIATIONS – pursuant to Government Code §54957.6*
 1. *Professional Technical 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 Recognition***
5. **BUSINESS FROM THE FLOOR:** *Any person may address the Council at this time upon any subject on the agenda or not on the agenda within the jurisdiction of the City Council. However, comments on items on the agenda may be reserved until the item is discussed and any matter not on the agenda that requires action will be referred to staff for a report and action at a subsequent meeting.*
Presentations are subject to a five-minute limit.
6. **CONSENT CALENDAR:** *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's July 18, 2023 special meeting.*
 - 6.B *Vendor and payroll warrants*
 - 6.C *Consider Resolution No. 23-6165, approving Agreement with Prentice Long PC for Attorney services.*
 - 6.D *Consider Resolution No. 23-6166, approving and authorizing the Mayor to execute a*

Memorandum of Understanding with the Management bargaining unit for July 1, 2022, through and including June 30, 2024

- 6.E Consider Resolution No. 23-6167, approving and authorizing the Mayor to execute a memorandum of understanding with the Professional Technical Bargaining unit for July 1, 2022 through and including July 7, 2023
- 6.F Consider Resolution No 23-6163, terminating Airport Ground Lease with Fredric L.(Les) Evans and approving new Airport Ground Lease Agreement with Dale Miller for Hangar #30 at the Susanville Municipal Airport
- 6.G Consider Resolution No. 23-6170, authorizing Finance Manager to increase budget for Susanville Community Garden sink and electrical panel project in the amount of \$4,175.
- 6.H Consider Resolution No. 23-6172, amending Resolution No. 23-6155 and amending the adopted project list of street related maintenance, repair and improvement projects for Fiscal Year 2023-24 per the Road Repair and Accountability Act (RMRA) to include proposed completion schedules and estimated useful life of each project.

7. PUBLIC HEARINGS:

8. COUNCIL DISCUSSION/ANNOUNCEMENTS:

9. NEW BUSINESS:

- 9.A Update on the City's Natural Gas Enterprise
- 9.B Consider Resolution No. 23-6164, approving a long-term natural gas purchase policy and authorizing the City Administrator to sign for the purchase of wholesale natural gas consistent with the policy for the benefit of the Susanville Municipal Natural Gas Utility.
- 9.C Initial Presentation of Water Rate Study Results by IGService
- 9.D Consider Resolution No. 23-6162, authorizing the addition of one full time Grant Funded Community Services Officer to the Approved Position List and authorize the Finance Manager to modify the budget as needed to implement the Permanent Local Housing Allocation (PLHA) Program
- 9.E Consider Resolution No. 23-6168, authorizing the Public Works Director to execute a contract with Pee Wee Enterprises for the delivery and placement of decomposed granite at the Frank Ernaga Baseball Field and further authorizes the finance manager to adjust the Memorial Park budget in the amount of \$9,000 to complete said project.
- 9.F Consider Resolution No. 23-6169, authorizing the Mayor to sign a Right of Way Contract and Grant Deed with Caltrans relating to APN 101-270-009 for an upcoming paving project on State Route 139
- 9.G Discussion regarding NextRequest, a records request management software.
- 9.H Discussion regarding Express Evaluation, employee evaluation software.
- 9.I Consider Resolution No. 23-6171, authorizing Mayor to execute Agreement with Lassen High School for School Resource Officer.

- 9.J Consider Resolution No. 23-6173, authorizing the Finance Manager to increase budget in the amount of \$2,500 for work needed to develop preliminary plans and estimates for pickleball courts and maintenance of tennis courts.

10. **SUSANVILLE COMMUNITY REDEVELOPMENT AGENCY:**

11. **SUSANVILLE MUNICIPAL ENERGY CORPORATION:**

12. **CONTINUING BUSINESS:**

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

13.A Department reports

13.B Susanville Fire Department - Presentation of Squad 651

14. **FUTURE COUNCIL ITEMS:**

14.A Future Council Items

15. **ADJOURNMENT:**

- **The next regular meeting of the Susanville City Council will be held on August 16, 2023 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 2, 2023 in the areas designated on July 27, 2023.

AGENDA ITEM NO. 6.A
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: August 2, 2023

SUBJECT: Minutes of the City Council's July 18, 2023 special meeting.

PRESENTED BY: Heidi Whitlock, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's July 18, 2023 special meeting.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to waive the reading of and approval to receive and file the City Council's July 18, 2023, special meeting minutes.

ATTACHMENTS:
[230718.cc.spec.min.draft.pdf](#)

SUSANVILLE CITY COUNCIL
Special Council Meeting Minutes
TUESDAY, JULY 18, 2023 – 1:00 PM

Mayor McCourt called the meeting to order at 1:00p.m.

Roll Call of Councilmembers Present: McCourt, Stafford, Herrera, Schuster, Brown

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

Agenda is approved with the following change: Closed session would be moved to the end of the meeting as there was no time certain open session time given.

Moved by Schuster; seconded by Brown to approve.

Motion Carried: 5 - 0

Voting For: McCourt, Stafford, Herrera, Schuster, Brown

Voting Against: None

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.*

Item heard following item 12.

3. CLOSED SESSION: *Item heard following after item 12 and 2.*

4. RETURN TO OPEN SESSION: *Immediately following item 3.*

The Pledge of Allegiance and Invocation were offered.

5. BUSINESS FROM THE FLOOR:

Shawn, public member, addressed the council regarding a living wage and medical care for construction workers.

Dan Newton, City Administrator, stated that there will be some changes to how the meeting is livestreamed this afternoon as some issues were found with the ability to share screens.

6. CONSENT CALENDAR:

Moved by Schuster; seconded by Herrera to approve.

Motion Carried: 5 - 0

Voting For: McCourt, Stafford, Herrera, Schuster, Brown

Voting Against: None

6.A Minutes of the City Council's July 5, 2023, regular meeting and July 12, 2023, special meeting. Motion to waive the reading of and approval to receive and file the City Council's July 5, 2023, regular meeting and July 12, 2023, special meeting minutes.

[230705.cc.min.draft.pdf](#)

[230712.cc.spec.min.draft.pdf](#)

7. PUBLIC HEARINGS: No business.

8. COUNCIL DISCUSSION/ANNOUNCEMENTS: No comments.

9. NEW BUSINESS: No business.

10. CONTINUING BUSINESS:

10.A City Project Priorities

Mr. Newton provided an overview of the city priority list and why it is heard at the second meeting of every month. He stated that the 68 full-time staff spend approximately 90% of their day working on day-to-day activities. However, the other 10% of the time is available for project delivery work, which is what most of the items on this list represent. The list is presented to the Council to assist in the determination of which items are the priority to work on first.

Mr. Newton provided an update on a few of the items on the list.

Mr. Newton also stated that there has also been an Employee Recognition Committee formed to help retain and attract new employees.

Councilmember Stafford requested looking for options to address streets that have grass coming up through them such as Russell and N. Roop.

Mayor McCourt inquired of Mr. Newton how much staff time that would take or if it is something that could even be completed.

Mr. Newton responded that there are only four people within the Streets Division so a discussion may need to occur to be able to have a few more employees. He added that the city does not do the maintenance that should be done due to limited funding and staffing availability.

Mayor McCourt inquired as to whether or not the crack sealer procurement project should be added to the list and, if so, where it would go on the list.

Mr. Newton stated that since there is a delay on the Gateway project, there is a watermain project that is moving to the front of the Engineer's priority list; however, no paving projects are scheduled for this year. He also added that the Park bathroom project and the pickleball project are also in the works and he would like to get those moving along faster.

Stafford would like to move it before pickleball as would Herrera. However, Schuster and Brown would suggest pickleball stay ahead of this project. Mayor McCourt inquired as to what Mr. Newton would like to do. He stated that, at this time, he would keep pickleball first only because of the community members who have stepped up and have already helped with the project. He would like to honor that and work until it is completed.

[20230718_City Project Priorities.docx](#)

11. CITY ADMINISTRATOR REPORTS:

11.A Department reports – no updates provided.

12. FUTURE COUNCIL ITEMS:

12.A Future Council Items – no additions or changes requested.

[20230718 Items from the Podium.pdf](#)

- 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. Item heard following item 12.- No comments.

3. **CLOSED SESSION:** *The City Council convened in closed session at 1:59p.m. to discuss the following:*

A. *Public Employee Appointment - pursuant to Government Code §54957*

1. *Title: City Attorney*

B. *CONFERENCE WITH LABOR NEGOTIATIONS – pursuant to Government Code §54957.6*

1. *Professional Technical Unit*

2. *Management Unit*

3. *SPOA*

4. **RETURN TO OPEN SESSION:** *The Council reconvened in open session at 2:02p.m.*

Mr. Newton stated that direction was provided to staff with no reportable action taken.

13. **ADJOURNMENT:** *Adjourn at 2:15p.m.*

Respectfully submitted by:

Quincy McCourt, Mayor

Heidi Whitlock, City Clerk

Approved on:

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Alicia Cordova, Administrative Services

Action Date: August 2, 2023

SUBJECT: Vendor and payroll warrants

PRESENTED BY: Chandra Jabbs, Finance Manager

SUMMARY: Warrants dated June 26, 2023 through July 21, 2023 numbered 218759-218785, 218816-218990.

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$1,184,040.84, plus \$631,079.86 in payroll warrants, for a total of \$1,815,120.70.

ACTION REQUESTED: Motion to receive and file

ATTACHMENTS:
[06-29-23.pdf](#)
[06-30-23.pdf](#)
[07-11-23.pdf](#)
[07-13-23.pdf](#)
[07-18-23.pdf](#)
[07-21-23.pdf](#)

CITY OF SUSANVILLE

Check Register - Payments by Vendor
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Report Criteria:

Report type: GL detail
Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/23	06/29/2023	218827	9432	ALL SEASON HEATING	NO.291 WOODSTOVE REPLACE	06192023	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
06/23	06/29/2023	218827	9432	ALL SEASON HEATING	NO.296 WOODSTOVE REPLACE	06192023	2	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 06192023:											
06/23	06/29/2023	218828	9432	ALL SEASON HEATING	REIMBURSEMENT PERMIT 230	06222023	1	1011-424-20-32	BUILDING PERMITS	190.25	190.25
Total 06222023:											
06/23	06/29/2023	218829	10813		REFUND WATER OVERPAYMEN	10422850003	1	9999-1001-001	CASH CLEARING - UTILITIES	21.52	21.52
Total 10422850003:											
06/23	06/29/2023	218830	10808		REFUND GAS OVERPAYMENT	10315650007	1	9999-1001-001	CASH CLEARING - UTILITIES	167.46	167.46
Total 10315650007:											
06/23	06/29/2023	218831	10811		REFUND WATER OVERPAYMEN	10503200010	1	9999-1001-001	CASH CLEARING - UTILITIES	72.71	72.71
Total 10503200010:											
06/23	06/29/2023	218832	10804		REFUND GAS DEPOSIT	10432320122	1	7401-2228-000	DEPOSITS-CUSTOMER	73.43	73.43
Total 10432320122:											
06/23	06/29/2023	218833	986	CARLSON'S TIRE PROS	REPAIR & MAINT-PW	93843	1	7620-430-10-44	REPAIR AND MAINTENANCE-VE	948.60	948.60
Total 93843:											
06/23	06/29/2023	218834	148	COMPUTER LOGISTICS	COUNCIL CHAMPERS AV PROJ	84304	1	1000-417-11-43	TECHNICAL SVCS	14,500.00	14,500.00
Total 84304:											
06/23	06/29/2023	218835	10817		REFUND GAS DEPOSIT	10329860017	1	7401-2228-000	DEPOSITS-CUSTOMER	116.38	116.38

M = Manual Check, V = Void Check

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 10329860017:											
06/23	06/29/2023	218836	6546	CRAZY J'S CONCRETE	2023 PARK & WATER BOND ACT	062723	1	2048-452-21-43	PROFESSIONAL SVCS	37,501.21	37,501.21
Total 062723:											
06/23	06/29/2023	218836	6546	CRAZY J'S CONCRETE	RETENTION	062723	1	2048-2206-000	RETAINAGE PAYABLE	3,750.12	3,750.12
Total 062723.:											
06/23	06/29/2023	218837	10670	CURRENT ELECTRIC & A	INSTALL NEW ALARM SYSTEM	045493	1	7620-430-12-47	FURNITURE AND FIXTURES	1,500.00	1,500.00
Total 045493:											
06/23	06/29/2023	218837	10670	CURRENT ELECTRIC & A	606 NEVADA STREET SECURIT	045494	1	7620-430-10-43	TECHNICAL SVCS	48.00	48.00
Total 045494:											
06/23	06/29/2023	218837	10670	CURRENT ELECTRIC & A	470-895 CIRCLE DR SECURITY	045636	1	7530-1430-105	PREPAID - OTHER	40.00	40.00
Total 045636:											
06/23	06/29/2023	218837	10670	CURRENT ELECTRIC & A	75 N WEATHERLOW ST	045800	1	1011-1430-105	PRE PAID OTHER	99.00	99.00
Total 045800:											
06/23	06/29/2023	218837	10670	CURRENT ELECTRIC & A	CITY HALL SECURITY SYSTEM	045985	1	1000-1430-105	PREPAID - OTHER	48.00	48.00
06/23	06/29/2023	218837	10670	CURRENT ELECTRIC & A	75 N WEATHERLOW ST	045985	2	1011-1430-105	PRE PAID OTHER	40.00	40.00
Total 045985:											
06/23	06/29/2023	218838	10805		REFUND WATER OVERPAYMEN	10323350037	1	9999-1001-001	CASH CLEARING - UTILITIES	19.95	19.95
06/23	06/29/2023	218838	10805		REFUND GAS OVERPAYMENT	10323350037	2	9999-1001-001	CASH CLEARING - UTILITIES	27.66	27.66
Total 10323350037:											
06/23	06/29/2023	218839	10781	DR WELL WATER WELL S	WELL 3 PROJECT	15999	1	7110-430-46-43	TECHNICAL SVCS	7,900.00	7,900.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 15999:											
06/23	06/29/2023	218840	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-JO	370467A	1	7112-430-42-43	PROFESSIONAL SVCS	536.00	536.00
Total 370467A:											
06/23	06/29/2023	218840	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	373743A	1	7110-430-42-43	PROFESSIONAL SVCS	164.00	164.00
Total 373743A:											
06/23	06/29/2023	218841	265	FRONTIER	257-0315 AWOS AIRPORT	0315 061523	1	7201-430-81-45	COMMUNICATIONS	39.88	39.88
06/23	06/29/2023	218841	265	FRONTIER	257-0315 AWOS AIRPORT	0315 061523	2	7201-1430-105	PREPAID MISC.	34.89	34.89
Total 0315 061523:											
06/23	06/29/2023	218841	265	FRONTIER	252-1182 SCADA	2-1182 061023	1	7110-430-42-45	COMMUNICATIONS	205.19	205.19
06/23	06/29/2023	218841	265	FRONTIER	252-1182 SCADA	2-1182 061023	2	7110-1430-105	PRE-PAID OTHER	102.60	102.60
Total 2-1182 061023:											
06/23	06/29/2023	218841	265	FRONTIER	257-4725-FAX	4725 061523	1	1000-417-10-45	COMMUNICATIONS	35.18	35.18
06/23	06/29/2023	218841	265	FRONTIER	257-4725 CITY HALL FAX	4725 061523	2	1011-419-10-45	COMMUNICATIONS	35.17	35.17
06/23	06/29/2023	218841	265	FRONTIER	257-4725-FAX	4725 061523	3	1000-1430-105	PREPAID - OTHER	35.13	35.13
06/23	06/29/2023	218841	265	FRONTIER	257-4725 CITY HALL FAX	4725 061523	4	1011-1430-105	PRE PAID OTHER	35.13	35.13
Total 4725 061523:											
06/23	06/29/2023	218841	265	FRONTIER	257-5603 POLICE	5603 061023	1	1009-421-10-45	COMMUNICATIONS	421.51	421.51
06/23	06/29/2023	218841	265	FRONTIER	257-5603 POLICE	5603 061023	2	1009-1430-105	PRE PAID OTHER	189.72	189.72
Total 5603 061023:											
06/23	06/29/2023	218842	10707	GLADWELL GOVERNME	UPDATING RECORDS RETENTI	5197	1	1000-411-40-43	PROFESSIONAL SVCS	2,860.00	2,860.00
Total 5197:											
06/23	06/29/2023	218843	322	HYDRA-CLEAN	PROFESSIONAL SERVICES-GC	13575	1	7530-451-52-43	PROFESSIONAL SERVICES	350.00	350.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 13575:											
06/23	06/29/2023	218844	1556	INTERSTATE SALES/T-M	SUPPLIES- STREETS	13157	1	2007-431-20-46	SUPPLIES-GENERAL	1,969.63	1,969.63
Total 13157:											
06/23	06/29/2023	218845	10812		REFUND GAS DEPOSIT	10316460119	1	7401-2228-000	DEPOSITS-CUSTOMER	198.42	198.42
Total 10316460119:											
06/23	06/29/2023	218846	9919	JESSE WILLIAMS	2023 MAIN STREET SIDEWALK	062723	1	2007-431-62-43	TECHNICAL SERVICES	31,000.00	31,000.00
Total 062723:											
06/23	06/29/2023	218847	5364		REFUND GAS OVERPAYMENT 4	06142023	1	9999-1001-001	CASH CLEARING - UTILITIES	7.00	7.00
Total 06142023:											
06/23	06/29/2023	218848	237	JOHN DEERE FINANCIAL	MOWER REPAIRS RES 22-5997	893678	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	937.19	937.19
Total 893678:											
06/23	06/29/2023	218849	10150		reimbursement travel expense 6/1	062723	1	1000-413-20-45	TRAVEL	534.59	534.59
Total 062723:											
06/23	06/29/2023	218850	10820		REFUND ELECTRICAL PANEL D	062723	1	1000-2228-009	DEPOSITS-COMM CENTER RE	100.00	100.00
Total 062723:											
06/23	06/29/2023	218851	10814		REFUND GAS OVERPAYMENT	10506950010	1	9999-1001-001	CASH CLEARING - UTILITIES	42.70	42.70
Total 10506950010:											
06/23	06/29/2023	218852	374	L.N. CURTIS & SONS	SAFETY SUPPLIES-FD	INV715690	1	1010-422-10-46	SUPPLIES- SAFETY ITEMS	103.84	103.84
Total INV715690:											

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount		
06/23	06/29/2023	218852	374	L.N. CURTIS & SONS	SAFETY SUPPLIES-FD	INV781139	1	1010-422-10-46	SUPPLIES- SAFETY ITEMS	1,280.93	1,280.93		
Total INV781139:													
06/23	06/29/2023	218852	374	L.N. CURTIS & SONS	SAFETY SUPPLIES-FD	INV814923	1	1010-422-10-46	SUPPLIES- SAFETY ITEMS	302.67	302.67		
Total INV814923:													
06/23	06/29/2023	218853	412	LASSEN REGIONAL SOLI	DUMP FEES-PW	3498	1	7620-430-10-44	DISPOSAL	55.85	55.85		
06/23	06/29/2023	218853	412	LASSEN REGIONAL SOLI	DUMP FEES-PARKS	3498	2	1011-452-20-44	DISPOSAL	29.34	29.34		
06/23	06/29/2023	218853	412	LASSEN REGIONAL SOLI	DUMP FEES-STREETS	3498	3	2007-431-20-44	DISPOSAL	7.94	7.94		
Total 3498:													
06/23	06/29/2023	218854	10818		RETURN FACILITY RENTAL DEP	062723	1	1000-2228-009	DEPOSITS-COMM CENTER RE	75.00	75.00		
Total 062723:													
06/23	06/29/2023	218855	10403	MINTIER HARNISH LP	SB-2 GRANT LAND USE & CIRC	SUSANVILLELUCE-12	1	2047-419-10-43	PROFESSIONAL SVCS	57,120.00	57,120.00		
Total SUSANVILLELUCE-12:													
06/23	06/29/2023	218856	10490	OAK WOODS ESTATE HO	AB 617-GREEN WASTE PROGR	062723	1	8404-430-15-48	GRANTS	460.27	460.27		
Total 062723:													
06/23	06/29/2023	218857	824	ODP BUSINESS Solutio	FLYERS-GAS	308116658001	1	7401-430-62-45	ADVERTISING	1,125.80	1,125.80		
06/23	06/29/2023	218857	824	ODP BUSINESS Solutio	FLYERS-BUILDING	308116658001	2	1011-424-20-45	PRINTING AND BINDING	1,125.80	1,125.80		
Total 308116658001:													
06/23	06/29/2023	218858	546	PAYLESS BUILDING SUP	SUPPLIES COMMUNITY GARDE	139823	1	2004-417-11-46	SUPPLIES-GENERAL	218.80	218.80		
Total 139823:													
06/23	06/29/2023	218859	572	QUILL CORPORATION	OFFICE SUPPLIES	32947003	1	1000-415-10-46	SUPPLIES-GENERAL	18.81	18.81		
Total 32947003:													

M = Manual Check, V = Void Check

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/23	06/29/2023	218859	572	QUILL CORPORATION	OFFICE SUPPLIES	32949845	1	1000-415-10-46	SUPPLIES-GENERAL	10.15	10.15
Total 32949845:											
06/23	06/29/2023	218859	572	QUILL CORPORATION	OFFICE SUPPLIES	32974069	1	1000-415-10-46	SUPPLIES-GENERAL	31.38	31.38
Total 32974069:											
06/23	06/29/2023	218859	572	QUILL CORPORATION	OFFICE SUPPLIES	33048793	1	1000-415-10-46	SUPPLIES-GENERAL	23.01	23.01
Total 33048793:											
06/23	06/29/2023	218859	572	QUILL CORPORATION	OFFICE SUPPLIES	33071852	1	1000-415-10-46	SUPPLIES-GENERAL	8.32	8.32
Total 33071852:											
06/23	06/29/2023	218860	1562	R.E.Y ENGINEERS INC	GATEWAY PROJECT	24821	1	2005-431-20-44	PROFESSIONAL SVCS	15,848.79	15,848.79
Total 24821:											
06/23	06/29/2023	218860	1562	R.E.Y ENGINEERS INC	SOUTHSIDE GATEWAY PROJEC	24821	1	2005-431-20-44	PROFESSIONAL SVCS	27,643.15	27,643.15
Total 24821:											
06/23	06/29/2023	218861	1296	RENTAL GUYS	RENTAL EQUIPMENT-PARKS	942978-5	1	1011-452-20-44	RENT & LEASES EQUIP & VEHI	87.19	87.19
Total 942978-5:											
06/23	06/29/2023	218862	10809		REFUND GAS DEPOSIT	10120650629	1	7401-2228-000	DEPOSITS-CUSTOMER	46.10	46.10
Total 10120650629:											
06/23	06/29/2023	218863	10816		REFUND GAS DEPOSIT	10515500215	1	7401-2228-000	DEPOSITS-CUSTOMER	117.57	117.57
Total 10515500215:											
06/23	06/29/2023	218864	1217	SEAN BITLE	IRRIGATION REPAIRS-GC	060723	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	1,300.00	1,300.00

M = Manual Check, V = Void Check

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Total 060723.:											
06/23	06/29/2023	218865	76	SUSANVILLE ACE HARD	SUPPLIES-COMMUNITY GARDE	516569	1	2004-417-11-46	SUPPLIES-GENERAL	50.65	50.65
Total 516569:											
06/23	06/29/2023	218865	76	SUSANVILLE ACE HARD	SUPPLIES-FD	516604	1	1010-422-10-46	SUPPLIES- GENERAL	215.86	215.86
Total 516604:											
06/23	06/29/2023	218865	76	SUSANVILLE ACE HARD	DRILL BIT & BATTERY-PARKS	516678	1	1011-452-20-46	SUPPLIES-GENERAL	136.38	136.38
Total 516678:											
06/23	06/29/2023	218865	76	SUSANVILLE ACE HARD	PARTS FOR COOLER-PARKS	516747	1	1011-452-20-44	FACILITY - REPAIR & MAINTENA	58.02	58.02
Total 516747:											
06/23	06/29/2023	218865	76	SUSANVILLE ACE HARD	RUST STOP-FD	516802	1	1010-422-10-46	SUPPLIES- GENERAL	7.59	7.59
Total 516802:											
06/23	06/29/2023	218866	7416	SUSANVILLE RENTALS	REFUND GAS OVERPAYMENT 2	10432320121	1	9999-1001-001	CASH CLEARING - UTILITIES	42.19	42.19
Total 10432320121:											
06/23	06/29/2023	218867	10822	SUSANVILLE TOWING	REPAIR & MAINT-PD	59057	1	1009-421-10-44	VEHICLE-REPAIR & MAINTENA	468.26	468.26
Total 59057:											
06/23	06/29/2023	218868	10815		REFUND GAS OVERPAYMENT 1	10410780023	1	9999-1001-001	CASH CLEARING - UTILITIES	38.29	38.29
Total 10410780023:											
06/23	06/29/2023	218869	712	TNS TRUCKING CO	BASE ROCK-GAS	5539	1	7401-430-62-46	SUPPLIES-GENERAL	143.72	143.72
06/23	06/29/2023	218869	712	TNS TRUCKING CO	BASE ROCK-WATER	5539	2	7110-430-42-46	SUPPLIES-GENERAL	143.72	143.72
06/23	06/29/2023	218869	712	TNS TRUCKING CO	BASE ROCK-STREETS	5539	3	2007-431-20-46	SUPPLIES-GENERAL	46.11	46.11

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Total 5539:											
06/23	06/29/2023	218870	10654		REFUND GAS DEPOSIT	10419910108	1	7401-2228-000	DEPOSITS-CUSTOMER	333.55	333.55
Total 10419910108:											
06/23	06/29/2023	218871	9544	TONY'S CLEANING SERV	JANITORIAL SERVICES- PD	907	1	1009-421-10-46	SUPPLIES-COVID	200.00	200.00
06/23	06/29/2023	218871	9544	TONY'S CLEANING SERV	JANITORIAL SERVICES- PD	907	2	1009-421-10-44	CUSTODIAL	400.00	400.00
Total 907:											
06/23	06/29/2023	218872	10821	UBEO WEST LLC	COPIER CITY HALL	4104300	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	760.15	760.15
06/23	06/29/2023	218872	10821	UBEO WEST LLC	COPIER PD	4104300	2	1009-421-10-44	RENT & LEASES EQUIP & VEHI	121.76	121.76
Total 4104300:											
06/23	06/29/2023	218873	749	VERIZON WIRELESS	CELLULAR PHONES - CITY CO	9937514972	1	1000-411-10-45	COMMUNICATIONS	125.31	125.31
06/23	06/29/2023	218873	749	VERIZON WIRELESS	CELLULAR PHONES - FD	9937514972	2	1010-422-10-45	COMMUNICATIONS	339.12	339.12
Total 9937514972:											
Grand Totals:											
										881.91	881.91
										125.31	125.31
										339.12	339.12
										464.43	464.43
										212,921.40	212,921.40

Report Criteria:

Report type: GL detail

Check Voided = False

M = Manual Check, V = Void Check

Report Criteria:

Report type: GL detail

Check.Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/23	06/30/2023	218874	728	U.S. POSTMASTER	UB BILLING WATER	063023	1	7110-430-42-46	POSTAGE	516.69	516.69
06/23	06/30/2023	218874	728	U.S. POSTMASTER	UB BILLING GAS	063023	2	7401-430-62-46	POSTAGE	266.16	266.16
Total 063023:										782.85	782.85
Grand Totals:										782.85	782.85

Report Criteria:

Report type: GL detail

Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
07/23	07/11/2023	218880	8571		TR EX POST SHERMAN BLOCK	070823	1	1009-421-10-45	TRAINING	241.50	241.50
Total 070823:											241.50
Grand Totals:											241.50
											241.50
											241.50

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Report Criteria:												
Report type: GL detail												
Check Voided = False												
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount	
07/23	07/13/2023	218885	981	ALLIANT INSURANCE SE	AMVP ANNUAL INSURANCE PR	2344176	1	7630-411-40-45	INSURANCE-PROPERTY	17,521.00	17,521.00	
Total 2344176:												
07/23	07/13/2023	218886	10823	AMERICAN LEGION THO	22/23 FY CIVIC CONTRIBUTION	071223	1	1000-466-33-46	CIVIC CONTRIBUTIONS	17,521.00	17,521.00	
Total 071223:												
07/23	07/13/2023	218887	696	ANSORGE INC	MONTHLY MAINT. FEE TO ASSE	2041	1	7201-430-81-43	TECHNICAL SVCS	2,500.00	2,500.00	
Total 2041:												
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PW	5980103192	1	7620-430-10-44	LINEN SERVICE	71.48	71.48	
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PARKS	5980103192	2	1011-452-20-44	LINEN SERVICES	7.48	7.48	
Total 5980103192:												
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980103194	1	7401-430-62-44	LINEN SERVICES	74.53	74.53	
Total 5980103194:												
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980103197	1	7110-430-42-44	LINEN SERVICE	60.78	60.78	
Total 5980103197:												
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PW	5980104997	1	7620-430-10-44	LINEN SERVICE	71.48	71.48	
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PARKS	5980104997	2	1011-452-20-44	LINEN SERVICES	7.48	7.48	
Total 5980104997:												
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980104999	1	7401-430-62-44	LINEN SERVICES	74.53	74.53	
Total 5980104999:												
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980105002	1	7110-430-42-44	LINEN SERVICE	92.37	92.37	
Total 5980105002:												

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Period	Issue Date	Number	Number			Number	Seq	No		Amount	Amount		
Total 5980105002:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PARKS	5980106978	1	1011-452-20-44	LINEN SERVICES			92.37	92.37
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-STREETS	5980106978	2	2007-431-20-44	LINEN SERVICE			8.60	8.60
Total 5980106978:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980106980	1	7401-430-62-44	LINEN SERVICES			82.09	82.09
Total 5980106980:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980106982	1	7110-430-42-44	LINEN SERVICE			90.69	90.69
Total 5980106982:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PW	5980108929	1	7620-430-10-44	LINEN SERVICE			85.89	85.89
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PARKS	5980108929	2	1011-452-20-44	LINEN SERVICES			69.99	69.99
Total 5980108929:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980108931	1	7401-430-62-44	LINEN SERVICES			69.99	69.99
Total 5980108931:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980108933	1	7110-430-42-44	LINEN SERVICE			85.89	85.89
Total 5980108933:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PW	5980110908	1	7620-430-10-44	LINEN SERVICE			69.99	69.99
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PARKS	5980110908	2	1011-452-20-44	LINEN SERVICES			69.99	69.99
Total 5980110908:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980110910	1	7401-430-62-44	LINEN SERVICES			48.23	48.23
Total 5980110910:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980110912	1	7110-430-42-44	LINEN SERVICE			7.48	7.48
Total 5980110912:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980110912	1	7110-430-42-44	LINEN SERVICE			55.71	55.71
Total 5980110912:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980110912	1	7110-430-42-44	LINEN SERVICE			74.53	74.53
Total 5980110912:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980110912	1	7110-430-42-44	LINEN SERVICE			74.53	74.53
Total 5980110912:													
07/23	07/13/2023	218888	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980110912	1	7110-430-42-44	LINEN SERVICE			49.21	49.21

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Total 5980110912:											
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	SPAULDING GREENWASTE CL	175103336U037	1	8404-430-15-48	GRANTS	675.48	675.48
Total 175103336U037:											
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	CLEAR CREEK GREENWASTE	175103338U037	1	8404-430-15-48	GRANTS	2,701.32	2,701.32
Total 175103338U037:											
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	LAKE FOREST GREENWASTE C	175103339U037	1	8404-430-15-48	GRANTS	822.95	822.95
Total 175103339U037:											
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	1205 MAIN STREET	175103513U037	1	2007-431-20-44	DISPOSAL	96.60	96.60
Total 175103513U037:											
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	725 MAIN STREET	175103514U037	1	2007-431-20-44	DISPOSAL	25.60	25.60
Total 175103514U037:											
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	819 MAIN STREET	175103515U037	1	2007-431-20-44	DISPOSAL	50.17	50.17
Total 175103515U037:											
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	801 MAIN STREET	175103516U037	1	2007-431-20-44	DISPOSAL	50.17	50.17
Total 175103516U037:											
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	701 MAIN STREET	175103517U037	1	2007-431-20-44	DISPOSAL	50.17	50.17
Total 175103517U037:											
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	605 ASH STREET	175103518U037	1	2007-431-20-44	DISPOSAL	25.60	25.60
Total 175103518U037:											

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07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	400 MAIN STREET	175103521U037	1	2007-431-20-44	DISPOSAL	50.17	50.17				
Total 175103521U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	626 MAIN STREET	175103523U037	1	2007-431-20-44	DISPOSAL	50.17	50.17				
Total 175103523U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	732 MAIN STREET	175103524U037	1	2007-431-20-44	DISPOSAL	50.17	50.17				
Total 175103524U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	1000 MAIN STREET	175103525U037	1	2007-431-20-44	DISPOSAL	50.17	50.17				
Total 175103525U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	700 MAIN STREET	175103526U037	1	2007-431-20-44	DISPOSAL	50.17	50.17				
Total 175103526U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	822 MAIN STREET	175103527U037	1	2007-431-20-44	DISPOSAL	50.17	50.17				
Total 175103527U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	950 MAIN STREET	175103528U037	1	2007-431-20-44	DISPOSAL	50.17	50.17				
Total 175103528U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	470-895 CIRCLE DR	175103529U037	1	7530-451-52-44	DISPOSAL	87.17	87.17				
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	470-895 CIRCLE DR	175103529U037	2	7530-451-52-44	DISPOSAL	256.08	256.08				
Total 175103529U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	925 SIERRA ST-PW	175103724U037	1	7620-430-10-44	DISPOSAL	343.25	343.25				
Total 175103724U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	66 N LASSEN ST	175103725U037	1	1000-417-10-44	DISPOSAL	218.91	218.91				
Total 175103725U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	66 N LASSEN ST	175103725U037	1	1000-417-10-44	DISPOSAL	215.84	215.84				

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Period	Issue Date	Number	Number			Number	Seq	No		Amount	Amount				
Total 175103725U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	95 N WEATHERLOW ST	175103726U037	1	1011-452-20-44	DISPOSAL		215.84	215.84			
Total 175103726U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	720 SOUTH ST-SHOP	175103728U037	1	7620-430-10-44	DISPOSAL		212.77	212.77			
Total 175103728U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	1505 MAIN ST	175103730U037	1	1010-422-10-44	DISPOSAL		225.04	225.04			
Total 175103730U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	1110 NORTH STREET	175103808U037	1	1011-452-20-44	DISPOSAL		215.84	215.84			
Total 175103808U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	900 MAIN STREET	175103816U037	1	2007-431-20-44	DISPOSAL		50.17	50.17			
Total 175103816U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	1408 MAIN STREET	175103817U037	1	2007-431-20-44	DISPOSAL		50.17	50.17			
Total 175103817U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	1616 MAIN STREET	175103818U037	1	2007-431-20-44	DISPOSAL		50.17	50.17			
Total 175103818U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	65 N LASSEN STREET	175103834U037	1	2007-431-20-44	DISPOSAL		50.17	50.17			
Total 175103834U037:															
07/23	07/13/2023	218889	1307	C&S WASTE SOLUTIONS	732 MAIN STREET	175103949U037	1	2007-431-20-44	DISPOSAL		100.34	100.34			
Total 175103949U037:															

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Period	Issue Date	Number	Number			Number	Seq	No		Amount	Amount			
07/23	07/13/2023	218890	148	COMPUTER LOGISTICS	23/24 FY COMPULOG CONTRA	84320	1	1000-417-10-43	TECHNICAL SVCS	5,480.00	5,480.00			
Total 84320:														
07/23	07/13/2023	218891	8845	CORDICO PSYCHOLOGI	PRE-EMP PSYCH EVAL	6817	1	1000-416-10-43	PROFESSIONAL SVCS	500.00	500.00			
Total 6817:														
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740440554	1	2007-431-20-44	REPAIR AND MAINTENANCE-VE	90.09	90.09			
Total 2740440554:														
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740440567	1	2007-431-20-44	REPAIR AND MAINTENANCE-VE	9.13	9.13			
Total 2740440567:														
07/23	07/13/2023	218892	161	CSK AUTO INC	SHIFT LEVER-STREETS	2740440618	1	2007-431-20-44	REPAIR AND MAINTENANCE-VE	166.40	166.40			
Total 2740440618:														
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740440840	1	2007-431-20-44	REPAIR AND MAINTENANCE-VE	60.17	60.17			
Total 2740440840:														
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740440870	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	80.74	80.74			
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740440870	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	80.74	80.74			
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740440870	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	80.73	80.73			
Total 2740440870:														
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740442029	1	7401-430-62-46	SUPPLIES-GENERAL	242.21	242.21			
Total 2740442029:														
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740442141	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	6.27	6.27			
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740442141	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	6.27	6.27			
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740442141	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	37.50	37.50			

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07/23	07/13/2023	218892	161	CSK AUTO INC	BATTERY-PARKS	2740442165	1	1011-452-20-44	VEHICLE - REPAIR & MAINTENA	112.50	112.50	
Total 2740442165:												
07/23	07/13/2023	218892	161	CSK AUTO INC	GLOVES-GAS	2740442391	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	20.56	20.56	
07/23	07/13/2023	218892	161	CSK AUTO INC	GLOVES-WATER	2740442391	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	20.56	20.56	
07/23	07/13/2023	218892	161	CSK AUTO INC	GLOVES-STREETS	2740442391	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	20.56	20.56	
Total 2740442391:												
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740442674	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	61.68	61.68	
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740442674	2	2007-431-20-44	REPAIR AND MAINTENANCE-VE	3.97	3.97	
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740442674	3	7110-430-42-44	REPAIR AND MAINTENANCE-VE	3.96	3.96	
Total 2740442674:												
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740443576	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	11.90	11.90	
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740443576	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	17.32	17.32	
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740443576	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	17.31	17.31	
Total 2740443576:												
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740443648	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	51.94	51.94	
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740443648	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	23.08	23.08	
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740443648	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	23.08	23.08	
Total 2740443648:												
07/23	07/13/2023	218892	161	CSK AUTO INC	HANDLE-PARKS	2740443680	1	1011-452-20-44	VEHICLE - REPAIR & MAINTENA	69.24	69.24	
Total 2740443680:												
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740443817	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	24.99	24.99	
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740443817	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	24.99	24.99	
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740443817	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	48.97	48.97	

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07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740443888	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	146.91	146.91		
Total 2740443888:													
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740444101	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	14.43	14.43		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740444101	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	14.43	14.43		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740444101	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	14.42	14.42		
Total 2740444101:													
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740444892	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	43.28	43.28		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740444892	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	8.52	8.52		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740444892	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	8.51	8.51		
Total 2740444892:													
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740445220	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	25.54	25.54		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740445220	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	69.15	69.15		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740445220	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	69.14	69.14		
Total 2740445220:													
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740445672	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	207.43	207.43		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740445672	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	11.03	11.03		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740445672	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	11.03	11.03		
Total 2740445672:													
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740446183	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	33.09	33.09		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740446183	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	10.81	10.81		
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740446183	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	10.81	10.81		
Total 2740446183:													
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GC	2740446188	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	32.43	32.43		
Total 2740446188:													
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GC	2740446188	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	30.29	30.29		

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07/23	07/13/2023	218892	161	CSK AUTO INC	SCREW-GAS	2740446320	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	4.28	4.28
07/23	07/13/2023	218892	161	CSK AUTO INC	SCREW-WATER	2740446320	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	4.28	4.28
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740446320	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	4.28	4.28
Total 2740446320:											
07/23	07/13/2023	218892	161	CSK AUTO INC	BELT-GC	2740446344	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	12.84	12.84
Total 2740446344:											
07/23	07/13/2023	218892	161	CSK AUTO INC	LIGHT BAR-GAS	2740446429	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	143.21	143.21
07/23	07/13/2023	218892	161	CSK AUTO INC	LIGHT BAR-WATER	2740446429	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	143.21	143.21
07/23	07/13/2023	218892	161	CSK AUTO INC	LIGHT BAR- STREETS	2740446429	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	143.20	143.20
Total 2740446429:											
07/23	07/13/2023	218892	161	CSK AUTO INC	BELT-GC	2740446460	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	429.62	429.62
Total 2740446460:											
07/23	07/13/2023	218892	161	CSK AUTO INC	POWER OUTLETS-GAS	2740446660	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	4.33	4.33
07/23	07/13/2023	218892	161	CSK AUTO INC	POWER OUTLETS-WATER	2740446660	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	4.33	4.33
07/23	07/13/2023	218892	161	CSK AUTO INC	POWER OUTLETS-STREETS	2740446660	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	4.32	4.32
Total 2740446660:											
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740446668	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	12.98	12.98
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740446668	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	12.98	12.98
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740446668	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	12.98	12.98
Total 2740446668:											
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-GAS	2740446719	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	9.74	9.74
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-WATER	2740446719	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	9.74	9.74
07/23	07/13/2023	218892	161	CSK AUTO INC	SUPPLIES-STREETS	2740446719	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	9.73	9.73

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Total 2740446719:											
07/23	07/13/2023	218893	10670	CURRENT ELECTRIC & A	720 SOUTH STREET	045607	1	7620-430-10-43	TECHNICAL SVCS	29.21	29.21
Total 045607:											
07/23	07/13/2023	218894	173	DATCO SERVICES	SUBSTANCE TEST	6-139432	1	1000-416-10-43	TECHNICAL SVCS	40.00	40.00
Total 6-139432:											
07/23	07/13/2023	218895	182	DEPARTMENT OF CONS	2ND QTR SMIP FEE REPORT 20	071023	1	1011-2205-003	DEPOSITS-STRONG MOTION P	107.34	107.34
Total 071023:											
07/23	07/13/2023	218896	184	DEPARTMENT OF JUSTI	FINGERPRINT - APS	142250	1	1000-416-10-45	FINGERPRINTING SERVICES	107.34	107.34
Total 142250:											
07/23	07/13/2023	218897	194	DIAMOND SAW SHOP IN	SUPPLIES-STREETS	19608	1	2007-431-20-47	MACHINERY AND EQUIPMENT	169.34	169.34
Total 19608:											
07/23	07/13/2023	218897	194	DIAMOND SAW SHOP IN	SUPPLIES-STREETS	19616	1	2007-431-20-47	MACHINERY AND EQUIPMENT	19.42	19.42
Total 19616:											
07/23	07/13/2023	218897	194	DIAMOND SAW SHOP IN	SUPPLIES-GAS	19617	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	8.21	8.21
Total 19617:											
07/23	07/13/2023	218898	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	374271A	1	7110-430-42-43	PROFESSIONAL SVCS	133.00	133.00
Total 374271A:											
07/23	07/13/2023	218898	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-JO	374272A	1	7112-430-42-43	PROFESSIONAL SVCS	35.00	35.00
Total 374272A:											

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Period	Issue Date	Number	Number			Number	Seq	No		Amount	Amount			
07/23	07/13/2023	218898	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-JO	374456A	1	7112-430-42-43	PROFESSIONAL SVCS	35.00	35.00			
Total 374456A:												35.00	35.00	
07/23	07/13/2023	218898	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	374457A	1	7110-430-42-43	PROFESSIONAL SVCS	133.00	133.00			
Total 374457A:												133.00	133.00	
07/23	07/13/2023	218899	257	FOREST OFFICE EQUIPM	DECALS-PW	INV-5193	1	7620-430-10-46	SUPPLIES-GENERAL	909.30	909.30			
Total INV-5193:												909.30	909.30	
07/23	07/13/2023	218899	257	FOREST OFFICE EQUIPM	DOOR HANGERS-WATER	INV-5273	1	7110-430-42-46	SUPPLIES-GENERAL	750.86	750.86			
Total INV-5273:												750.86	750.86	
07/23	07/13/2023	218899	257	FOREST OFFICE EQUIPM	COPIER-FD	SV005936	1	1010-422-10-44	RENT & LEASES EQUIP & VEHI	36.19	36.19			
Total SV005936:												36.19	36.19	
07/23	07/13/2023	218900	265	FRONTIER	252-1020 CITY HALL	1020 070523	1	1000-417-10-45	COMMUNICATIONS	392.18	392.18			
Total 1020 070523:												392.18	392.18	
07/23	07/13/2023	218900	265	FRONTIER	257-1033-PARKS	1033 070523	1	1011-452-20-45	COMMUNICATIONS	145.72	145.72			
Total 1033 070523:												145.72	145.72	
07/23	07/13/2023	218900	265	FRONTIER	257-1041 ADMIN-PW	1041 070523	1	7620-430-10-45	COMMUNICATIONS	652.04	652.04			
Total 1041 070523:												652.04	652.04	
07/23	07/13/2023	218900	265	FRONTIER	257-1044 PRI	1044 070523	1	7620-430-10-45	COMMUNICATIONS	130.80	130.80			
Total 1044 070523:												130.80	130.80	
07/23	07/13/2023	218900	265	FRONTIER	257-1057-FAX PW	1057 062023	1	7620-430-10-45	COMMUNICATIONS	67.67	67.67			
07/23	07/13/2023	218900	265	FRONTIER	257-1057-FAX PW	1057 062023	2	7620-430-10-45	COMMUNICATIONS	116.88	116.88			

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07/23	07/13/2023	218900	265	FRONTIER	257-1887 BACKUP	1887 070123	1	1000-417-10-45	COMMUNICATIONS	184.55	184.55	
Total 1887 070123:												
07/23	07/13/2023	218900	265	FRONTIER	257-2520 GOLF COURSE	2520 070123	1	7530-451-52-45	COMMUNICATIONS	65.98	65.98	
Total 2520 070123:												
07/23	07/13/2023	218900	265	FRONTIER	257-2960 HVAC/ELEVATOR LINE	2960 070523	1	1000-417-10-45	COMMUNICATIONS	247.48	247.48	
Total 2960 070523:												
07/23	07/13/2023	218901	10385	HINDERLITER DE LLIAMS	CONTRACT SERVICES- SALES	SIN029515	1	1000-415-10-43	PROFESSIONAL SVCS	600.00	600.00	
Total SIN029515:												
07/23	07/13/2023	218902	9323	HONEY LAKE VALLEY CO	FAMILY SWIM	000085	1	7401-430-62-45	ADVERTISING	756.00	756.00	
Total 000085:												
07/23	07/13/2023	218903	322	HYDRA-CLEAN	GOLF BALL PURCHASE-GC	14582	1	7530-451-55-46	SUPPLIES - GENERAL	1,520.00	1,520.00	
Total 14582:												
07/23	07/13/2023	218904	8887		RETURN FACILITY RENTAL PAY	071023	1	1000-2228-009	DEPOSITS-COMM CENTER RE	75.00	75.00	
Total 071023:												
07/23	07/13/2023	218905	10150		reimbursement mileage April-June	063023	1	1000-413-20-45	TRAVEL	126.74	126.74	
Total 063023:												
07/23	07/13/2023	218906	10485	LEAF CAPITAL FUNDING	EQUIPMENT RENTAL-PW	14957162	1	7620-430-10-44	RENT & LEASE EQUIP & VEHIC	140.73	140.73	
Total 14957162:												

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07/23	07/13/2023	218907	425	LES SCHWAB TIRE CENT	REPAIR & MAINT-STREETS	60400394287	1	2007-431-20-44	REPAIR AND MAINTENANCE-VE	49.00	49.00
Total 60400394287:											
07/23	07/13/2023	218908	437	LMUD	471-920 JOHNSTONVILLE RD-AI	10108 062523	1	7201-430-81-46	ELECTRICITY	130.81	130.81
Total 10108 062523:											
07/23	07/13/2023	218908	437	LMUD	GOLF COURSE IRR WELL/ NAG	122907 062523	1	7530-451-52-46	ELECTRICITY	2,342.42	2,342.42
Total 122907 062523:											
07/23	07/13/2023	218908	437	LMUD	GOLF COURSE PUMP STATION	122910 062523	1	7530-451-52-46	ELECTRICITY	3,453.75	3,453.75
Total 122910 062523:											
07/23	07/13/2023	218908	437	LMUD	GOLF COURSE IRR PUMP/8TH	122929 062523	1	7530-451-52-46	ELECTRICITY	30.00	30.00
Total 122929 062523:											
07/23	07/13/2023	218908	437	LMUD	GOLF COURSE PUMP HOUSE	132052 062523	1	7530-451-52-46	ELECTRICITY	42.53	42.53
Total 132052 062523:											
07/23	07/13/2023	218908	437	LMUD	470-895 CIRCLE DR-CLUB HOU	144281 062523	1	7530-451-52-46	ELECTRICITY	436.49	436.49
Total 144281 062523:											
07/23	07/13/2023	218908	437	LMUD	SOUTH ST - PW OFFICE	14590 062523	1	7620-430-10-46	ELECTRICITY	544.40	544.40
Total 14590 062523:											
07/23	07/13/2023	218908	437	LMUD	SOUTH ST ROOSEVELT AREA L	1744 062523	1	1011-452-20-46	ELECTRICITY	10.84	10.84
Total 1744 062523:											
07/23	07/13/2023	218908	437	LMUD	RIVERSIDE PARK LIGHTS	1999 062523	1	1011-452-20-46	ELECTRICITY	73.28	73.28

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Period	Issue Date	Number	Number			Number	Seq	No		Amount	Amount			
Total 1999 062523:														
07/23	07/13/2023	218908	437	LMUD	CADY SPRINGS	26784 062523	1	7110-430-42-46	ELECTRICITY		73.28	73.28		
Total 26784 062523:														
07/23	07/13/2023	218908	437	LMUD	1505 MAIN ST FIRE STATION	2876 062523	1	1010-422-10-46	ELECTRICITY		769.08	769.08		
Total 2876 062523:														
07/23	07/13/2023	218908	437	LMUD	RICHMOND RD BRIDGE	35094 062523	1	2007-431-60-46	ELECTRICITY		703.38	703.38		
Total 35094 062523:														
07/23	07/13/2023	218908	437	LMUD	LITTLE LEAGUE AREA LIGHTS-	3522 062523	1	1011-452-20-46	ELECTRICITY		315.56	315.56		
Total 3522 062523:														
07/23	07/13/2023	218908	437	LMUD	N WEATHERLOW ST SIGNALS-	3651 062523	1	2007-431-60-46	ELECTRICITY		74.53	74.53		
Total 3651 062523:														
07/23	07/13/2023	218908	437	LMUD	720 SOUTH EMULSION TANK-P	38646 06253	1	7620-430-10-46	ELECTRICITY		162.84	162.84		
Total 38646 06253:														
07/23	07/13/2023	218908	437	LMUD	LITTLE LEAGUE PARK DRIVEW	416851 062523	1	1011-452-20-46	ELECTRICITY		62.24	62.24		
Total 416851 062523:														
07/23	07/13/2023	218908	437	LMUD	LAUREL ST- STREETS	416902 062523	1	2007-431-60-46	ELECTRICITY		38.61	38.61		
Total 416902 062523:														
07/23	07/13/2023	218908	437	LMUD	SOUTH ST	416924 062523	1	2007-431-60-46	ELECTRICITY		30.81	30.81		
Total 416924 062523:														

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07/23	07/13/2023	218908	437	LMUD	RICHMOND RD & PEARL CR- S	416984 062523	1	2007-431-60-46	ELECTRICITY	38.61	38.61				
Total 416984 062523:															
07/23	07/13/2023	218908	437	LMUD	1801 MAIN ST STREET LT	417512 062523	1	2007-431-60-46	ELECTRICITY	38.61	38.61				
Total 417512 062523:															
07/23	07/13/2023	218908	437	LMUD	ORCHARD STREET LIGHTS	418802 062523	1	2007-431-60-46	ELECTRICITY	22.72	22.72				
Total 418802 062523:															
07/23	07/13/2023	218908	437	LMUD	RIVERSIDE DR. & RIVER ST. LI	418824 062523	1	2007-431-60-46	ELECTRICITY	38.61	38.61				
Total 418824 062523:															
07/23	07/13/2023	218908	437	LMUD	RIVERSIDE DR. & LAUREL STR	418833 062523	1	2007-431-60-46	ELECTRICITY	38.61	38.61				
Total 418833 062523:															
07/23	07/13/2023	218908	437	LMUD	MAIN & ALEXANDER SIGNAL-S	49496 062523	1	2007-431-60-46	ELECTRICITY	192.95	192.95				
Total 49496 062523:															
07/23	07/13/2023	218908	437	LMUD	MAIN & FAIRFIELD-STREETS	49497 062523	1	2007-431-60-46	ELECTRICITY	161.62	161.62				
Total 49497 062523:															
07/23	07/13/2023	218908	437	LMUD	MAIN & JOHNSTNVLE SIGNAL-	49498 062523	1	2007-431-60-46	ELECTRICITY	186.68	186.68				
Total 49498 062523:															
07/23	07/13/2023	218908	437	LMUD	RIVERSIDE & MAIN SIGNALS-S	49499 062523	1	2007-431-60-46	ELECTRICITY	299.82	299.82				
Total 49499 062523:															
07/23	07/13/2023	218908	437	LMUD	471-920 JOHNSTONVILLE RD-AI	54333 062523	1	7201-430-81-46	ELECTRICITY	42.12	42.12				

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Total 54333 062523:															
07/23	07/13/2023	218908	437	LMUD	SPRING RIDGE BOOSTER	55754 062523	1	7110-430-42-46	ELECTRICITY				42.12	42.12	
Total 55754 062523:															
07/23	07/13/2023	218908	437	LMUD	925 SIERRA RD SPORTS CTR	60453 062523	1	1011-452-20-46	ELECTRICITY				1,688.41	1,688.41	
Total 60453 062523:															
07/23	07/13/2023	218908	437	LMUD	471-920 JOHNSTONVILLE RD AI	7146 062523	1	7201-430-81-46	ELECTRICITY				30.41	30.41	
Total 7146 062523:															
07/23	07/13/2023	218908	437	LMUD	471-920 JOHNSTONVILLE RD AI	7154 062523	1	7201-430-81-46	ELECTRICITY				457.85	457.85	
Total 7154 062523:															
07/23	07/13/2023	218908	437	LMUD	GOLF COURSE WINGFIELD CL	7394 062523	1	7530-451-50-46	ELECTRICITY				130.90	130.90	
Total 7394 062523:															
07/23	07/13/2023	218908	437	LMUD	GOLF COURSE CART BARN 2	7400 062523	1	7530-451-52-46	ELECTRICITY				50.33	50.33	
Total 7400 062523:															
07/23	07/13/2023	218908	437	LMUD	WELL #1-WATER	7714 062523	1	7110-430-42-46	ELECTRICITY				4,555.27	4,555.27	
Total 7714 062523:															
07/23	07/13/2023	218908	437	LMUD	1801 MAIN ST POLICE STATION	8314 062523	1	1009-421-10-46	ELECTRICITY				1,015.44	1,015.44	
Total 8314 062523:															
07/23	07/13/2023	218908	437	LMUD	GOLF COURSE BARN 1 & 3	9312 062523	1	7530-451-52-46	ELECTRICITY				30.00	30.00	
Total 9312 062523:															

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07/23	07/13/2023	218908	437	LMUD	RIVERSIDE PARK	9501 062523	1	1011-452-20-46	ELECTRICITY	91.59	91.59			
Total 9501 062523:														
07/23	07/13/2023	218908	437	LMUD	GEO PUMP #2	9503 062523	1	7301-430-52-46	ELECTRICITY	53.40	53.40			
Total 9503 062523:														
07/23	07/13/2023	218908	437	LMUD	HOSPITAL LN-GEO	9963 062523	1	7301-430-52-46	ELECTRICITY	30.00	30.00			
Total 9963 062523:														
07/23	07/13/2023	218909	10490	OAK WOODS ESTATE HO	GREEN WASTE DISPOSAL PRO	071123	1	8404-430-15-48	GRANTS	773.47	773.47			
Total 071123:														
07/23	07/13/2023	218910	10725	PACE SUPPLY CORP	SUPPLIES-GAS	318684686	1	7401-430-62-46	SUPPLIES-GENERAL	6.71	6.71			
Total 318684686:														
07/23	07/13/2023	218910	10725	PACE SUPPLY CORP	SUPPLIES-GAS	318693698	1	7401-430-62-46	SUPPLIES-GENERAL	12.28	12.28			
Total 318693698:														
07/23	07/13/2023	218911	543	PAK N SHIP	SHIPPING-GAS	1597	1	7401-430-62-46	POSTAGE	55.00	55.00			
Total 1597:														
07/23	07/13/2023	218912	546	PAYLESS BUILDING SUP	SUPPLIES-STREETS	141000	1	2005-431-20-44	REPAIR AND MAINTENANCE-MI	11.72	11.72			
Total 141000:														
07/23	07/13/2023	218912	546	PAYLESS BUILDING SUP	SUPPLIES-STREETS	141009	1	2005-431-20-44	REPAIR AND MAINTENANCE-MI	12.69	12.69			
Total 141009:														
07/23	07/13/2023	218912	546	PAYLESS BUILDING SUP	SUPPLIES-COMMUNITY GARDE	142949	1	2004-417-11-46	SUPPLIES-GENERAL	21.17	21.17			

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Total 142949:													
07/23	07/13/2023	218913		556	PITNEY BOWES INC	MONTHLY MAINT POSTAGE MA	3106139309	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	622.35	622.35	
07/23	07/13/2023	218913		556	PITNEY BOWES INC	MONTHLY MAINT POSTAGE MA	3106139309	2	1000-417-10-44	RENT & LEASES EQUIP & VEHI	155.52	155.52	
Total 3106139309:													
07/23	07/13/2023	218914		558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT	58020 063023	1	1000-417-10-45	COMMUNICATIONS	768.00	768.00	
Total 58020 063023:													
07/23	07/13/2023	218914		558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT-P	63630 063023	1	1009-421-10-43	TECHNICAL SERVICES	185.00	185.00	
Total 63630 063023:													
07/23	07/13/2023	218914		558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT-P	68444 063023	1	7620-430-10-45	COMMUNICATIONS	365.07	365.07	
Total 68444 063023:													
07/23	07/13/2023	218914		558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT-FD	69319 063023	1	1010-422-10-45	COMMUNICATIONS	301.79	301.79	
Total 69319 063023:													
07/23	07/13/2023	218915		563	POULSEN WELDING SHO	REPAIRS- GAS	3369	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	11.91	11.91	
07/23	07/13/2023	218915		563	POULSEN WELDING SHO	REPAIRS-WATER	3369	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	11.91	11.91	
07/23	07/13/2023	218915		563	POULSEN WELDING SHO	REPAIRS-STREETS	3369	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	11.90	11.90	
Total 3369:													
07/23	07/13/2023	218916		9689	PRENTICE LONG & EPPE	PROFESSIONAL SERVICES	5929	1	1000-412-10-43	PROFESSIONAL SVCS	1,864.50	1,864.50	
Total 5929:													
07/23	07/13/2023	218916		9689	PRENTICE LONG & EPPE	22/23 FY CITY ATTORNEY	5930	1	1000-412-10-43	PROFESSIONAL SVCS	7,000.00	7,000.00	
Total 5930:													
07/23	07/13/2023	218916		9689	PRENTICE LONG & EPPE	PROFESSIONAL SERVICES-PW	5980	1	7620-430-10-43	PROFESSIONAL SVCS	1,832.99	1,832.99	

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07/23	07/13/2023	218916	9689	PRENTICE LONG & EPPE	PROFESSIONAL SERVICES- PD	5980	2	1009-421-10-43	PROFESSIONAL SERVICES	3,405.00	3,405.00		
07/23	07/13/2023	218916	9689	PRENTICE LONG & EPPE	PROFESSIONAL SERVICES	5980	3	1000-416-10-43	PROFESSIONAL SVCS	1,980.00	1,980.00		
Total 5980:											7,217.99	7,217.99	
07/23	07/13/2023	218917	967	QUALITY CODE PUBLISH	SUPPLIES	GC0011083	1	1000-411-40-46	BOOKS AND PERIODICALS	1,429.00	1,429.00		
Total GC0011083:											1,429.00	1,429.00	
07/23	07/13/2023	218918	1562	R.E.Y ENGINEERS INC	SOUTHSIDE GATEWAY PROJEC	24263	1	2005-431-20-44	PROFESSIONAL SVCS	15,945.57	15,945.57		
Total 24263:											15,945.57	15,945.57	
07/23	07/13/2023	218919	1217	SEAN BITLE	IRRIGATION REPAIRS-GC	968695	1	7530-451-52-43	PROFESSIONAL SERVICES	1,800.00	1,800.00		
Total 968695:											1,800.00	1,800.00	
07/23	07/13/2023	218920	969	SIERRA PACIFIC TURF S	REPAIR & MAINT-GC	0644864-IN	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	1,041.27	1,041.27		
Total 0644864-IN:											1,041.27	1,041.27	
07/23	07/13/2023	218921	76	SUSANVILLE ACE HARD	SUPPLIES-STREETS	516944	1	2007-431-20-46	SUPPLIES-GENERAL	53.57	53.57		
Total 516644:											53.57	53.57	
07/23	07/13/2023	218921	76	SUSANVILLE ACE HARD	ROPE-STREETS	516910	1	2007-431-20-46	SUPPLIES-GENERAL	21.80	21.80		
Total 516910:											21.80	21.80	
07/23	07/13/2023	218921	76	SUSANVILLE ACE HARD	FASTENERS- PARKS	516939	1	1011-452-20-44	FACILITY - REPAIR & MAINTENA	2.01	2.01		
Total 516939:											2.01	2.01	
07/23	07/13/2023	218921	76	SUSANVILLE ACE HARD	SUPPLIES- PARKS	516993	1	1011-452-20-46	SUPPLIES-GENERAL	48.68	48.68		
Total 516993:											48.68	48.68	
07/23	07/13/2023	218921	76	SUSANVILLE ACE HARD	SUPPLIES-FD	517038	1	1010-422-10-44	FACILITY -REPAIR & MAINTENA	70.35	70.35		

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Total 517038:											
07/23	07/13/2023	218921	76	SUSANVILLE ACE HARD	FASTENERS- FIRE	517047	1	1010-422-10-44	VEHICLE - REPAIR & MAINTENA	70.35	70.35
Total 517047:											
07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	606 NEVADA	1274 070123	1	7620-430-10-44	SEWER	1.62	1.62
Total 1274 070123:											
07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	66 N LASSEN	1276 070123	1	1000-417-10-44	SEWER	47.00	47.00
Total 1276 070123:											
07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	115 N WEATHERLOW	1448 070123	1	1011-451-80-44	SEWER	104.00	104.00
Total 1448 070123:											
07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	65 N WEATHERLOW - ROOPS F	1449 070123	1	1011-452-20-44	SEWER	52.00	52.00
Total 1449 070123:											
07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	1505 MAIN	2064 070123	1	1010-422-10-44	SEWER	156.00	156.00
Total 2064 070123:											
07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	720 SOUTH ST	3203 070123	1	7620-430-10-44	SEWER	104.00	104.00
Total 3203 070123:											
07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	1850 RIVER ST	3667 070123	1	1011-452-20-44	SEWER	52.00	52.00
Total 3667 070123:											
07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	1600 RIVERSIDE DR	3668 070123	1	1011-452-20-44	SEWER	118.00	118.00
Total 3668 070123:											
07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	1600 RIVERSIDE DR	3668 070123	1	1011-452-20-44	SEWER	118.00	118.00
Total 3668 070123:											

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07/23	07/13/2023	218922	677	SUSANVILLE SANITARY	1200 NORTH ST	3669 070123	1	1011-452-20-44	SEWER		52.00	52.00
Total 3669 070123:												
07/23	07/13/2023	218923	9295	TAMCO CAPITAL CORP	COMMUNICATION- PD	5025645898	1	1009-421-10-43	TECHNICAL SERVICES		884.41	884.41
Total 5025645898:												
07/23	07/13/2023	218924	712	TNS TRUCKING CO	SACKS	5547	1	2005-431-20-44	REPAIR AND MAINTENANCE-MI		889.64	889.64
Total 5547:												
07/23	07/13/2023	218924	712	TNS TRUCKING CO	TRANSFER BASE ROCK-GAS	5548	1	7401-430-62-46	SUPPLIES-GENERAL		208.34	208.34
07/23	07/13/2023	218924	712	TNS TRUCKING CO	TRANSFER BASE ROCK-WATE	5548	2	7110-430-42-46	SUPPLIES-GENERAL		208.33	208.33
07/23	07/13/2023	218924	712	TNS TRUCKING CO	TRANSFER BASE ROCK-STREE	5548	3	2007-431-20-46	SUPPLIES-GENERAL		208.33	208.33
Total 5548:												
07/23	07/13/2023	218924	712	TNS TRUCKING CO	SACKS	5557	1	2005-431-20-44	REPAIR AND MAINTENANCE-MI		444.82	444.82
Total 5557:												
07/23	07/13/2023	218924	712	TNS TRUCKING CO	SACKS	5570	1	2005-431-20-44	REPAIR AND MAINTENANCE-MI		533.78	533.78
Total 5570:												
07/23	07/13/2023	218925	9544	TONY'S CLEANING SERV	JANITORIAL SERVICES- CITY H	910	1	1000-417-10-43	PROFESSIONAL SVCS		350.00	350.00
Total 910:												
07/23	07/13/2023	218925	9544	TONY'S CLEANING SERV	JANITORIAL SERVICES- PW	914	1	7620-430-10-44	CUSTODIAL		300.00	300.00
Total 914:												
07/23	07/13/2023	218926	720	TRI-PACIFIC SUPPLY INC	REPAIR & MAINT- GAS	0169424-IN	1	7401-430-62-44	REPAIR AND MAINTENANCE-FA		1,094.21	1,094.21
Total 0169424-IN:												
07/23	07/13/2023	218927	749	VERIZON WIRELESS	CELLULAR PHONES - PD	9938440629	1	1009-421-10-45	COMMUNICATIONS		1,094.21	1,094.21
Total 1,094.21:												

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Total 9938440629:											
07/23	07/13/2023	218927	749	VERIZON WIRELESS	CELLULAR PHONES - ADMIN	9938547342	1	1000-413-20-45	COMMUNICATIONS	60.06	60.06
07/23	07/13/2023	218927	749	VERIZON WIRELESS	CELLULAR PHONES - BUILDIN	9938547342	2	1011-424-20-45	COMMUNICATIONS	98.91	98.91
07/23	07/13/2023	218927	749	VERIZON WIRELESS	CELLULAR PHONES - PARKS	9938547342	3	1011-452-20-45	COMMUNICATIONS	103.52	103.52
07/23	07/13/2023	218927	749	VERIZON WIRELESS	CELLULAR PHONES - AIR POLL	9938547342	4	7620-430-11-45	COMMUNICATIONS	52.01	52.01
07/23	07/13/2023	218927	749	VERIZON WIRELESS	CELLULAR PHONES - PUBLIC	9938547342	5	7620-430-10-45	COMMUNICATIONS	1,251.01	1,251.01
07/23	07/13/2023	218927	749	VERIZON WIRELESS	CELLULAR PHONES - GAS	9938547342	6	7401-430-62-45	COMMUNICATIONS	201.26	201.26
Total 9938547342:											
07/23	07/13/2023	218928	10824		REIMBURSEMENT- USED PERS	062923	1	1009-421-10-43	PROFESSIONAL SERVICES	1,766.77	1,766.77
Total 062923:											
07/23	07/13/2023	218929	10570	WESTERN FIRE CHIEFS	ADVERTISING	003857	1	1000-416-10-45	ADVERTISING	305.00	305.00
Total 003857:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69738403	1	7110-430-42-46	SUPPLIES-GENERAL	280.00	280.00
Total 69738403:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69738411	1	7110-430-42-46	SUPPLIES-GENERAL	178.76	178.76
Total 69738411:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69790121	1	7110-430-42-46	SUPPLIES-GENERAL	308.69	308.69
Total 69790121:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES-WATER	69799568	1	7110-430-42-46	SUPPLIES-GENERAL	388.63	388.63
Total 69799568:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69799615	1	7110-430-42-46	SUPPLIES-GENERAL	501.65	501.65
Total 69799615:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69799615	1	7110-430-42-46	SUPPLIES-GENERAL	177.05	177.05

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07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69801734	1	7110-430-42-46	SUPPLIES-GENERAL	177.05	177.05
Total 69801734:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES-GC	69802310	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	431.06	431.06
Total 69802310:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES-GC	69804956	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	217.43	217.43
Total 69804956:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69805907	1	7110-430-42-46	SUPPLIES-GENERAL	688.02	688.02
Total 69805907:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	CREDIT-WATER	69808265	1	7110-430-42-46	SUPPLIES-GENERAL	773.05	773.05
Total 69808265:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69808265-1	1	7110-430-42-46	SUPPLIES-GENERAL	7.77-	7.77-
Total 69808265-1:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- GAS	69808912	1	7401-430-62-46	SUPPLIES-GENERAL	31.88	31.88
Total 69808912:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69810279	1	7110-430-42-46	SUPPLIES-GENERAL	200.78	200.78
Total 69810279:											
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES-GC	69810574	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	768.58	768.58
Total 69810574:											

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Period	Issue Date	Number	Number			Number	Seq	No		Amount	Amount		
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES-GC	69810799	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	3.13	3.13		
Total 69810799:										3.13	3.13		
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- GAS	69814161	1	7401-430-62-46	SUPPLIES-GENERAL	21.67	21.67		
Total 69814161:										21.67	21.67		
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- GAS	69818479	1	7401-430-62-46	SUPPLIES-GENERAL	18.32	18.32		
Total 69818479:										18.32	18.32		
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69820708	1	7110-430-42-46	SUPPLIES-GENERAL	23.12	23.12		
Total 69820708:										23.12	23.12		
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES-WATER	69826509	1	7110-430-42-46	SUPPLIES-GENERAL	169.19	169.19		
Total 69826509:										169.19	169.19		
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- GAS	69829328	1	7401-430-62-46	SUPPLIES-GENERAL	70.67	70.67		
Total 69829328:										70.67	70.67		
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- GAS	69829371	1	7401-430-62-46	SUPPLIES-GENERAL	4.59	4.59		
Total 69829371:										4.59	4.59		
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	SUPPLIES- WATER	69830016	1	7110-430-42-46	SUPPLIES-GENERAL	127.39	127.39		
Total 69830016:										127.39	127.39		
07/23	07/13/2023	218930	770	WESTERN NEVADA SUP	CREDIT-WATER	CM69801734	1	7110-430-42-46	SUPPLIES-GENERAL	431.06-	431.06-		
Total CM69801734:										431.06-	431.06-		
Grand Totals:										117,805.56	117,805.56		

Report Criteria:

Report type: GL detail

Check.Voided = False

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07/23	07/18/2023	218937	728	U.S. POSTMASTER	WATER BILLING POSTAGE	07182023	1	7110-430-42-46	POSTAGE	749.28	749.28
07/23	07/18/2023	218937	728	U.S. POSTMASTER	GAS BILLING POSTAGE	07182023	2	7401-430-62-46	POSTAGE	385.99	385.99
Total 07182023:										1,135.27	1,135.27
Grand Totals:										1,135.27	1,135.27

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Report type: GL detail													
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07/23	07/21/2023	218938	2	A-1 CHEMICAL INC	CAN LINERS-PARKS	1230397	1	1011-452-20-46	SUPPLIES-GENERAL	96.36	96.36		
Total 1230397:													
07/23	07/21/2023	218939	21	AIRGAS USA LLC	ACETYLENE/ARGON/OXYGEN/	5500656636	1	7110-430-42-46	SUPPLIES-GENERAL	392.13	392.13		
07/23	07/21/2023	218939	21	AIRGAS USA LLC	ACETYLENE/ARGON/OXYGEN/	5500656636	2	7401-430-62-46	SUPPLIES-GENERAL	235.28	235.28		
07/23	07/21/2023	218939	21	AIRGAS USA LLC	ACETYLENE/ARGON/OXYGEN/	5500656636	3	2007-431-20-46	SUPPLIES-GENERAL	156.84	156.84		
Total 5500656636:													
07/23	07/21/2023	218940	10828		REFUND GAS DEPOSIT	10436850020	1	7401-2228-000	DEPOSITS-CUSTOMER	107.78	107.78		
Total 10436850020:													
07/23	07/21/2023	218941	9432	ALL SEASON HEATING	NO.300 WOODSTOVE REPLACE	071223	1	8404-430-12-48	GRANTS	3,000.00	3,000.00		
Total 071223:													
07/23	07/21/2023	218942	10826		REFUND GAS DEPOSIT	10311100027	1	7401-2228-000	DEPOSITS-CUSTOMER	197.17	197.17		
Total 10311100027:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	CUSTODIAL SUPPLIES-PW	598000622	1	7620-430-10-46	SUPPLIES-JANITORIAL	300.30	300.30		
Total 598000622:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	CUSTODIAL SUPPLIES-PW	5980103193	1	7620-430-10-46	SUPPLIES-JANITORIAL	1.74	1.74		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-STREETS	5980103193	2	2007-431-20-44	LINEN SERVICE	54.91	54.91		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980103193	3	7401-430-62-44	LINEN SERVICES	11.75	11.75		
Total 5980103193:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	CUSTODIAL SUPPLIES-PW	5980104998	1	7620-430-10-46	SUPPLIES-JANITORIAL	68.40	68.40		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-STREETS	5980104998	2	2007-431-20-44	LINEN SERVICE	1.74	1.74		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980104998	3	7401-430-62-44	LINEN SERVICES	54.91	54.91		
Total 5980104998:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980104998	3	7401-430-62-44	LINEN SERVICES	11.75	11.75		

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Total 5980104998:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	CUSTODIAL SUPPLIES-PW	5980106979	1	7620-430-10-46	SUPPLIES-JANITORIAL				
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-STREETS	5980106979	2	2007-431-20-44	LINEN SERVICE	2.00	2.00		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980106979	3	7401-430-62-44	LINEN SERVICES	63.28	63.28		
										13.53	13.53		
Total 5980106979:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	CUSTODIAL SUPPLIES-PW	5980108930	1	7620-430-10-46	SUPPLIES-JANITORIAL	78.81	78.81		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-STREETS	5980108930	2	2007-431-20-44	LINEN SERVICE	2.00	2.00		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980108930	3	7401-430-62-44	LINEN SERVICES	63.28	63.28		
										13.53	13.53		
Total 5980108930:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PW	5980112869	1	7620-430-10-44	LINEN SERVICE	78.81	78.81		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PARKS	5980112869	2	1011-452-20-44	LINEN SERVICES	48.23	48.23		
										7.48	7.48		
Total 5980112869:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	CUSTODIAL SUPPLIES-PW	5980112870	1	7620-430-10-46	SUPPLIES-JANITORIAL	55.71	55.71		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-STREETS	5980112870	2	2007-431-20-44	LINEN SERVICE	1.74	1.74		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980112870	3	7401-430-62-44	LINEN SERVICES	53.23	53.23		
										8.01	8.01		
Total 5980112870:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980112871	1	7401-430-62-44	LINEN SERVICES	62.98	62.98		
										74.53	74.53		
Total 5980112871:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980112873	1	7110-430-42-44	LINEN SERVICE	74.53	74.53		
										208.47	208.47		
Total 5980112873:													
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PW	5980114840	1	7620-430-10-44	LINEN SERVICE	208.47	208.47		
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-PARKS	5980114840	2	1011-452-20-44	LINEN SERVICES	48.23	48.23		
										7.48	7.48		
Total 5980114840:													
										55.71	55.71		

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07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	CUSTODIAL SUPPLIES-PW	5980114841	1	7620-430-10-46	SUPPLIES-JANITORIAL	1.74	1.74
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-STREETS	5980114841	2	2007-431-20-44	LINEN SERVICE	56.25	56.25
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980114841	3	7401-430-62-44	LINEN SERVICES	34.88	34.88
Total 5980114841:											
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE-GAS	5980114842	1	7401-430-62-44	LINEN SERVICES	78.43	78.43
Total 5980114842:											
07/23	07/21/2023	218943	44	ARAMARK UNIFORM SER	UNIFORM SERVICE- WATER	5980114844	1	7110-430-42-44	LINEN SERVICE	78.43	78.43
Total 5980114844:											
07/23	07/21/2023	218944	10581	ARCHIVESOCIAL INC	CONTRACT 23/24 FY	29515	1	1000-411-40-43	PROFESSIONAL SVCS	972.34	972.34
Total 29515:											
07/23	07/21/2023	218945	161	CSK AUTO INC	LIGHT BAR-GAS	2740447689	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	17.07	17.07
07/23	07/21/2023	218945	161	CSK AUTO INC	LIGHT BAR-WATER	2740447689	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	17.07	17.07
07/23	07/21/2023	218945	161	CSK AUTO INC	LIGHT BAR- STREETS	2740447689	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	17.06	17.06
Total 2740447689:											
07/23	07/21/2023	218945	161	CSK AUTO INC	SUPPLIES-GAS	2740448281	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	51.20	51.20
07/23	07/21/2023	218945	161	CSK AUTO INC	SUPPLIES-WATER	2740448281	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	14.46	14.46
07/23	07/21/2023	218945	161	CSK AUTO INC	SUPPLIES-STREETS	2740448281	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	14.46	14.46
Total 2740448281:											
07/23	07/21/2023	218945	161	CSK AUTO INC	SUPPLIES-WATER	2740449020	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	43.38	43.38
Total 2740449020:											
07/23	07/21/2023	218945	161	CSK AUTO INC	MIRROR-GAS	2740449058	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	190.22	190.22
Total 2740449058:											
07/23	07/21/2023	218945	161	CSK AUTO INC	AIR FILTER-WATER	2740449443	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	151.54	151.54
Total 2740449443:											
07/23	07/21/2023	218945	161	CSK AUTO INC						151.54	151.54
Total 2740449443:											
07/23	07/21/2023	218945	161	CSK AUTO INC						131.89	131.89

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Total 2740449724:											
07/23	07/21/2023	218945	161	CSK AUTO INC	LED CUBE-GAS	2740449724	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	27.56	27.56
07/23	07/21/2023	218945	161	CSK AUTO INC	LED CUBE-WATER	2740449724	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	27.56	27.56
07/23	07/21/2023	218945	161	CSK AUTO INC	LED CUBE-STREETS	2740449724	3	2007-431-20-44	REPAIR AND MAINTENANCE-VE	27.56	27.56
Total 2740449724:											
07/23	07/21/2023	218945	161	CSK AUTO INC	BOX LAMP-WATER	27404499248	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	105.18	105.18
Total 27404499248:											
07/23	07/21/2023	218946	173	DATCO SERVICES	SUBSTANCE TEST	179108	1	1000-416-10-43	TECHNICAL SVCS	546.00	546.00
Total 179108:											
07/23	07/21/2023	218946	173	DATCO SERVICES	SUBSTANCE TEST	7-162652	1	1000-416-10-43	TECHNICAL SVCS	52.00	52.00
Total 7-162652:											
07/23	07/21/2023	218947	184	DEPARTMENT OF JUSTI	FINGERPRINT - APS	666667	1	1000-416-10-45	FINGERPRINTING SERVICES	64.00	64.00
Total 666667:											
07/23	07/21/2023	218948	194	DIAMOND SAW SHOP IN	SUPPLIES-PARKS	19629	1	1011-452-20-47	MACHINERY AND EQUIPMENT	16.23	16.23
Total 19629:											
07/23	07/21/2023	218948	194	DIAMOND SAW SHOP IN	GASKET-STREETS	19637	1	2007-431-20-46	SUPPLIES-SMALL TOOLS	73.53	73.53
Total 19637:											
07/23	07/21/2023	218949	198	DITCH WITCH EQUIPMEN	REPAIR & MAINT-WATER	521416	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	409.19	409.19
Total 521416:											
07/23	07/21/2023	218950	8178	DOWNTOWN FORD SALE	STATE BID GAS TRUCK	4101	1	7401-430-63-47	VEHICLES	61,479.37	61,479.37

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Total 4101:											
07/23	07/21/2023	218951	219	ED STAUB & SONS PETR	217.71 GAL PROPANE-AIRPORT	9140360	1	7201-430-81-46	PROPANE	61,479.37	61,479.37
Total 9140360:											
07/23	07/21/2023	218952	1484	EDGES ELECTRICAL GR	REPAIR & MAINT- AIRPORT	S5823933.001	1	7201-430-81-44	REPAIR AND MAINTENANCE-MI	278.83	278.83
Total S5823933.001:											
07/23	07/21/2023	218952	1484	EDGES ELECTRICAL GR	REPAIR & MAINT- AIRPORT	S5823933.002	1	7201-430-81-44	REPAIR AND MAINTENANCE-MI	278.83	278.83
Total S5823933.002:											
07/23	07/21/2023	218952	1484	EDGES ELECTRICAL GR	REPAIR & MAINT- AIRPORT	S5830316.001	1	7201-430-81-44	REPAIR AND MAINTENANCE-MI	75.53	75.53
Total S5830316.001:											
07/23	07/21/2023	218953	10819		REFUND GAS DEPOSIT	10416650012	1	7401-2228-000	DEPOSITS-CUSTOMER	38.87	38.87
Total 10416650012:											
07/23	07/21/2023	218954	257	FOREST OFFICE EQUIPM	MAINT.CONTRACT FOLD MACHI	SV005819	1	7401-430-62-43	TECHNICAL SVCS	44.08	44.08
07/23	07/21/2023	218954	257	FOREST OFFICE EQUIPM	MAINT.CONTRACT FOLD MACHI	SV005819	2	7110-430-42-43	TECHNICAL SVCS	44.08	44.08
Total SV005819:											
07/23	07/21/2023	218954	257	FOREST OFFICE EQUIPM	KYOCERA COPIER -PW	SV005909	1	7620-430-10-43	TECHNICAL SVCS	88.16	88.16
Total SV005909:											
07/23	07/21/2023	218955	265	FRONTIER	257-7098 NATURAL GAS	7098 070123	1	7401-430-62-45	COMMUNICATIONS	424.23	424.23
Total 7098 070123:											
07/23	07/21/2023	218956	1289	FULL SPECTRUM INC	2020 UWMP UPDATE	20230710	1	7110-430-42-43	TECHNICAL SVCS	85.98	85.98
Total 20230710:											
										2,550.00	2,550.00

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Total 20230710:															
07/23	07/21/2023	218956	1289	FULL SPECTRUM INC	SCADA WEKK #1 & #3 SERVICE	20230711	1	7110-430-42-43	TECHNICAL SVCS	2,550.00	2,550.00				
Total 20230711:															
07/23	07/21/2023	218956	1289	FULL SPECTRUM INC	SCADA WEKK #1 & #3 SERVICE	20230711	1	7110-430-42-43	TECHNICAL SVCS	5,021.76	5,021.76				
Total 20230711.:															
07/23	07/21/2023	218957	332	INTERSTATE GAS SERVI	NAT GAS CONSULTING 22/23	7021727	1	7401-430-62-43	PROFESSIONAL SVCS	936.26	936.26				
Total 7021727:															
07/23	07/21/2023	218958	10834		REFUND GAS DEPOSIT	10416550017	1	7401-2228-000	DEPOSITS-CUSTOMER	4,162.50	4,162.50				
Total 10416550017:															
07/23	07/21/2023	218959	10827		REFUND GAS DEPOSIT	10320350012	1	7401-2228-000	DEPOSITS-CUSTOMER	129.06	129.06				
Total 10320350012:															
07/23	07/21/2023	218960	10830		REFUND WATER DEPOSIT	10305700026	1	7110-2228-000	DEPOSITS-CUSTOMER	143.85	143.85				
Total 10305700026:															
07/23	07/21/2023	218961	10831		PROFESSIONAL SERVICES-WA	00065	1	7110-430-42-43	PROFESSIONAL SVCS	58.26	58.26				
Total 00065:															
07/23	07/21/2023	218962	6782		RETURN FIREWORK CLEAN-UP	071923	1	1000-2228-011	FIREWORKS CLEAN UP BOND	570.00	570.00				
Total 071923:															
07/23	07/21/2023	218963	6843		RETURN FIREWORK CLEAN-UP	07192023	1	1000-2228-011	FIREWORKS CLEAN UP BOND	103.11	103.11				
Total 07192023:															

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GL	Check	Check	Vendor	Payee	Description	Invoice	Inv	GL Account	GL Account Title	Seq	Check			
Period	Issue Date	Number	Number			Number	Seq	No		Amount	Amount			
07/23	07/21/2023	218964	411	LASSEN MOTOR PARTS	SUPPLIES-PARK	437082	1	1011-452-20-47	MACHINERY AND EQUIPMENT	64.94	64.94			
Total 437082:														
07/23	07/21/2023	218965	437	LMUD	JOHNSTONVILLE RD SPRINKLE	10262 071023	1	1011-452-20-46	ELECTRICITY	30.82	30.82			
07/23	07/21/2023	218965	437	LMUD	JOHNSTONVILLE RD SPRINKLE	10262 071023	2	1011-452-20-46	ELECTRICITY	6.16	6.16			
Total 10262 071023:														
07/23	07/21/2023	218965	437	LMUD	STREET LIGHTS	14039 071023	1	2007-431-60-46	ELECTRICITY	190.35	190.35			
07/23	07/21/2023	218965	437	LMUD	STREET LIGHTS	14039 071023	2	2007-431-60-46	ELECTRICITY	38.07	38.07			
Total 14039 071023:														
07/23	07/21/2023	218965	437	LMUD	STREET LIGHTS	14041 071023	1	2007-431-60-46	ELECTRICITY	3,733.42	3,733.42			
07/23	07/21/2023	218965	437	LMUD	STREET LIGHTS	14041 071023	2	2007-431-60-46	ELECTRICITY	746.68	746.68			
Total 14041 071023:														
07/23	07/21/2023	218965	437	LMUD	S GAY ST-STREETS	24323 071023	1	2007-431-60-46	ELECTRICITY	58.03	58.03			
07/23	07/21/2023	218965	437	LMUD	S GAY ST-STREETS	24323 071023	2	2007-431-60-46	ELECTRICITY	11.60	11.60			
Total 24323 071023:														
07/23	07/21/2023	218965	437	LMUD	66 N LASSEN ST	2466 071023	1	1000-417-10-46	ELECTRICITY	69.63	69.63			
07/23	07/21/2023	218965	437	LMUD	66 N LASSEN ST	2466 071023	2	1000-417-10-46	ELECTRICITY	739.88	739.88			
Total 2466 071023:														
07/23	07/21/2023	218965	437	LMUD	N WEATHERLOW ST-TENNIS S	24661 071023	1	1011-452-20-46	ELECTRICITY	25.00	25.00			
07/23	07/21/2023	218965	437	LMUD	N WEATHERLOW ST-TENNIS S	24661 071023	2	1011-452-20-46	ELECTRICITY	5.00	5.00			
Total 24661 071023:														
07/23	07/21/2023	218965	437	LMUD	STREET LIGHTS	2467 071023	1	2007-431-60-46	ELECTRICITY	1,667.21	1,667.21			
07/23	07/21/2023	218965	437	LMUD	STREET LIGHTS	2467 071023	2	2007-431-60-46	ELECTRICITY	333.44	333.44			
Total 2467 071023:														
												2,000.65		

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07/23	07/21/2023	218965	437	LMUD	65 N WEATHERLOW ST-PARK O	2865 071023	1	1011-452-20-46	ELECTRICITY	41.26	41.26
07/23	07/21/2023	218965	437	LMUD	65 N WEATHERLOW ST-PARK O	2865 071023	2	1011-452-20-46	ELECTRICITY	8.25	8.25
Total 2865 071023:											
07/23	07/21/2023	218965	437	LMUD	65 N WEATHERLOW ST- PARKS	2867 071023	1	1011-452-20-46	ELECTRICITY	55.79	55.79
07/23	07/21/2023	218965	437	LMUD	65 N WEATHERLOW ST- PARKS	2867 071023	2	1011-452-20-46	ELECTRICITY	11.16	11.16
Total 2867 071023:											
07/23	07/21/2023	218965	437	LMUD	N WEATHERLOW ST-TENNIS C	2870 071023	1	1011-452-20-46	ELECTRICITY	59.39	59.39
07/23	07/21/2023	218965	437	LMUD	N WEATHERLOW ST-TENNIS C	2870 071023	2	1011-452-20-46	ELECTRICITY	11.88	11.88
Total 2870 071023:											
07/23	07/21/2023	218965	437	LMUD	NORTH ST BASEBALL PARK ME	2873 071023	1	1011-452-20-46	ELECTRICITY	27.23	27.23
07/23	07/21/2023	218965	437	LMUD	NORTH ST BASEBALL PARK ME	2873 071023	2	1011-452-20-46	ELECTRICITY	5.44	5.44
Total 2873 071023:											
07/23	07/21/2023	218965	437	LMUD	SKYLINE DR WELL 4-WATER	29931 071023	1	7110-430-42-46	ELECTRICITY	1,523.63	1,523.63
07/23	07/21/2023	218965	437	LMUD	SKYLINE DR WELL 4-WATER	29931 071023	2	7110-430-42-46	ELECTRICITY	304.73	304.73
Total 29931 071023:											
07/23	07/21/2023	218965	437	LMUD	HARRIS DR & HWY 36-WATER	30658 071023	1	7110-430-42-46	ELECTRICITY	202.93	202.93
07/23	07/21/2023	218965	437	LMUD	HARRIS DR & HWY 36-WATER	30658 071023	2	7110-430-42-46	ELECTRICITY	40.58	40.58
Total 30658 071023:											
07/23	07/21/2023	218965	437	LMUD	472-105 JOHNSTONVILLE WATE	350161 071023	1	7112-430-42-46	ELECTRICITY	131.42	131.42
07/23	07/21/2023	218965	437	LMUD	472-105 JOHNSTONVILLE WATE	350161 071023	2	7112-430-42-46	ELECTRICITY	26.28	26.28
Total 350161 071023:											
07/23	07/21/2023	218965	437	LMUD	SAN FRANCISCO ST- STREETS	416835 071023	1	2007-431-60-46	ELECTRICITY	32.18	32.18
07/23	07/21/2023	218965	437	LMUD	SAN FRANCISCO ST- STREETS	416835 071023	2	2007-431-60-46	ELECTRICITY	6.43	6.43

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount	
Total 416835 071023:												
07/23	07/21/2023	218965	437 LMUD		FIRST STREET & ALLEY STREE	416848 071023	1	2007-431-60-46	ELECTRICITY	38.61	38.61	
07/23	07/21/2023	218965	437 LMUD		FIRST STREET & ALLEY STREE	416848 071023	2	2007-431-60-46	ELECTRICITY	32.18 6.43	32.18 6.43	
Total 416848 071023:												
07/23	07/21/2023	218965	437 LMUD		LONG ALLEY & LOVEELL ALLEY	416860 071023	1	2007-431-60-46	ELECTRICITY	38.61	38.61	
07/23	07/21/2023	218965	437 LMUD		LONG ALLEY & LOVEELL ALLEY	416860 071023	2	2007-431-60-46	ELECTRICITY	32.18 6.43	32.18 6.43	
Total 416860 071023:												
07/23	07/21/2023	218965	437 LMUD		INSPIRATION POINT- STREETS	416915 071023	1	2007-431-60-46	ELECTRICITY	38.61	38.61	
07/23	07/21/2023	218965	437 LMUD		INSPIRATION POINT- STREETS	416915 071023	2	2007-431-60-46	ELECTRICITY	32.18 6.43	32.18 6.43	
Total 416915 071023:												
07/23	07/21/2023	218965	437 LMUD		CAMPBELL ST- STREETS	416940 071023	1	2007-431-60-46	ELECTRICITY	38.61	38.61	
07/23	07/21/2023	218965	437 LMUD		CAMPBELL ST- STREETS	416940 071023	2	2007-431-60-46	ELECTRICITY	32.18 6.43	32.18 6.43	
Total 416940 071023:												
07/23	07/21/2023	218965	437 LMUD		WASHO LN- STREETS	416959 071023	1	2007-431-60-46	ELECTRICITY	38.61	38.61	
07/23	07/21/2023	218965	437 LMUD		WASHO LN- STREETS	416959 071023	2	2007-431-60-46	ELECTRICITY	32.18 6.43	32.18 6.43	
Total 416959 071023:												
07/23	07/21/2023	218965	437 LMUD		130 N LASSEN STREET- STREE	416962 071023	1	2007-431-60-46	ELECTRICITY	38.61	38.61	
07/23	07/21/2023	218965	437 LMUD		130 N LASSEN STREET- STREE	416962 071023	2	2007-431-60-46	ELECTRICITY	32.18 6.43	32.18 6.43	
Total 416962 071023:												
07/23	07/21/2023	218965	437 LMUD		MARTHA & ARNOLD STREET LI	421476 071023	1	2007-431-60-46	ELECTRICITY	38.61	38.61	
07/23	07/21/2023	218965	437 LMUD		MARTHA & ARNOLD STREET LI	421476 071023	2	2007-431-60-46	ELECTRICITY	32.18 6.43	32.18 6.43	
Total 421476 071023:												
07/23	07/21/2023	218965	437 LMUD		130 N PINE ST- STREETS	425450 071023	1	2007-431-60-46	ELECTRICITY	38.61	38.61	
07/23	07/21/2023	218965	437 LMUD		130 N PINE ST- STREETS	425450 071023	2	2007-431-60-46	ELECTRICITY	32.18	32.18	

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07/23	07/21/2023	218965	437	LMUD	130 N PINE ST- STREETS	425450 071023	2	2007-431-60-46	ELECTRICITY	6.43	6.43
Total 425450 071023:											
07/23	07/21/2023	218965	437	LMUD	UPTOWN DECOR LIGHTS-STRE	43511 071023	1	2007-431-60-46	ELECTRICITY	227.24	227.24
07/23	07/21/2023	218965	437	LMUD	UPTOWN DECOR LIGHTS-STRE	43511 071023	2	2007-431-60-46	ELECTRICITY	45.45	45.45
Total 43511 071023:											
07/23	07/21/2023	218965	437	LMUD	115 N WEATHERLOW ST-MUSE	43866 071023	1	1011-451-80-46	ELECTRICITY	64.35	64.35
07/23	07/21/2023	218965	437	LMUD	115 N WEATHERLOW ST-MUSE	43866 071023	2	1011-451-80-46	ELECTRICITY	12.87	12.87
Total 43866 071023:											
07/23	07/21/2023	218965	437	LMUD	N PINE & COOK - SCADA-WATE	44153 071023	1	7110-430-42-46	ELECTRICITY	25.00	25.00
07/23	07/21/2023	218965	437	LMUD	N PINE & COOK - SCADA-WATE	44153 071023	2	7110-430-42-46	ELECTRICITY	5.00	5.00
Total 44153 071023:											
07/23	07/21/2023	218965	437	LMUD	GLENN & CHERRY TR - SCADA-	44298 071023	1	7110-430-42-46	ELECTRICITY	31.33	31.33
07/23	07/21/2023	218965	437	LMUD	GLENN & CHERRY TR - SCADA-	44298 071023	2	7110-430-42-46	ELECTRICITY	6.27	6.27
Total 44298 071023:											
07/23	07/21/2023	218965	437	LMUD	PAIUTE LN SCADA-WATER	44316 071023	1	7110-430-42-46	ELECTRICITY	29.97	29.97
07/23	07/21/2023	218965	437	LMUD	PAIUTE LN SCADA-WATER	44316 071023	2	7110-430-42-46	ELECTRICITY	5.99	5.99
Total 44316 071023:											
07/23	07/21/2023	218965	437	LMUD	BAGWELL SPRINGS - SCADA-W	45542 071023	1	7110-430-42-46	ELECTRICITY	77.18	77.18
07/23	07/21/2023	218965	437	LMUD	BAGWELL SPRINGS - SCADA-W	45542 071023	2	7110-430-42-46	ELECTRICITY	15.44	15.44
Total 45542 071023:											
07/23	07/21/2023	218965	437	LMUD	WELL #3-WATER	4559 071023	1	7110-430-42-46	ELECTRICITY	808.97	808.97
07/23	07/21/2023	218965	437	LMUD	WELL #3-WATER	4559 071023	2	7110-430-42-46	ELECTRICITY	159.81	159.81
Total 4559 071023:											
										968.78	968.78

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07/23	07/21/2023	218965	437	LMUD	QUARRY ST LIGHTS-STREETS	49500 071023	1	2007-431-60-46	ELECTRICITY	64.34	64.34
07/23	07/21/2023	218965	437	LMUD	QUARRY ST LIGHTS-STREETS	49500 071023	2	2007-431-60-46	ELECTRICITY	12.87	12.87
Total 49500 071023:										77.21	77.21
07/23	07/21/2023	218965	437	LMUD	MAIN & FOSS SIGNAL LIGHT-ST	49501 071023	1	2007-431-60-46	ELECTRICITY	165.58	165.58
07/23	07/21/2023	218965	437	LMUD	MAIN & FOSS SIGNAL LIGHT-ST	49501 071023	2	2007-431-60-46	ELECTRICITY	33.12	33.12
Total 49501 071023:										198.70	198.70
07/23	07/21/2023	218965	437	LMUD	606 NEVADA STREET	58209 071023	1	7620-430-10-46	ELECTRICITY	63.33	63.33
07/23	07/21/2023	218965	437	LMUD	606 NEVADA STREET	58209 071023	2	7620-430-10-46	ELECTRICITY	12.66	12.66
Total 58209 071023:										75.99	75.99
07/23	07/21/2023	218965	437	LMUD	NORTH ST PARK LIGHTS-MEM	9283 071023	1	1011-452-20-46	ELECTRICITY	690.05	690.05
07/23	07/21/2023	218965	437	LMUD	NORTH ST PARK LIGHTS-MEM	9283 071023	2	1011-452-20-46	ELECTRICITY	138.01	138.01
Total 9283 071023:										828.06	828.06
07/23	07/21/2023	218965	437	LMUD	MAIN ST & PINE ST-STREETS	94811 071023	1	2007-431-60-46	ELECTRICITY	25.00	25.00
07/23	07/21/2023	218965	437	LMUD	MAIN ST & PINE ST-STREETS	94811 071023	2	2007-431-60-46	ELECTRICITY	5.00	5.00
Total 94811 071023:										30.00	30.00
07/23	07/21/2023	218966	480	MINERS & PISANI INC	GAS METER	IN-019918	1	7401-1410-003	INVENTORY-GAS METERS	1,921.13	1,921.13
Total IN-019918:										1,921.13	1,921.13
07/23	07/21/2023	218967	10403	MINTIER HARINISH LP	SB-2 GRANT LAND USE & CIRC	SUSANVILLEUCE-13	1	2047-419-10-43	PROFESSIONAL SVCS	19,065.00	19,065.00
Total SUSANVILLEUCE-13:										19,065.00	19,065.00
07/23	07/21/2023	218968	527	NORTHWEST INSURANC	AIRPORT LIABILITY INSURANC	25517	1	7630-411-40-45	INSUR.AIRPORT OWNER OPER	5,120.00	5,120.00
Total 25517:										5,120.00	5,120.00
07/23	07/21/2023	218968	527	NORTHWEST INSURANC	AIRPORT PROPERTY INSURAN	25518	1	7630-411-40-45	INSUR.AIRPORT HANGARS	6,434.00	6,434.00

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Total 26518:											
07/23	07/21/2023	218969	824	ODP BUSINESS Solutio	FLYERS-GAS	320001896001	1	7401-430-62-46	SUPPLIES-GENERAL	337.74	337.74
07/23	07/21/2023	218969	824	ODP BUSINESS Solutio	FLYERS-WATER	320001896001	2	7110-430-42-46	SUPPLIES-GENERAL	337.74	337.74
Total 320001896001:											
Total 320001896001:											
07/23	07/21/2023	218969	824	ODP BUSINESS Solutio	FLYERS-GAS	320011556001	1	7401-430-62-46	SUPPLIES-GENERAL	225.16	225.16
07/23	07/21/2023	218969	824	ODP BUSINESS Solutio	FLYERS-WATER	320011556001	2	7110-430-42-46	SUPPLIES-GENERAL	225.16	225.16
Total 320011556001:											
Total 320011556001:											
07/23	07/21/2023	218970	10833	OFFICE OF EMERGENCY	REIMBURSEMENT DIXIE FIRE D	063023	1	1000-417-10-34	REIMBURSEMENTS	3,083.27	3,083.27
Total 063023:											
Total 063023:											
07/23	07/21/2023	218971	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE RE	1197592	1	7401-430-62-43	TECHNICAL SVCS	62.78	62.78
07/23	07/21/2023	218971	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE RE	1197592	2	7110-430-42-43	TECHNICAL SVCS	62.77	62.77
Total 1197592:											
Total 1197592:											
07/23	07/21/2023	218972	556	PITNEY BOWES INC	POSTAGE	800090000677660 07042	1	1000-1410-002	INVENTORIES-POSTAGE	1,020.99	1,020.99
Total 800090000677660 070423:											
Total 800090000677660 070423:											
07/23	07/21/2023	218973	10563	POLICY CONSULTING AS	LAFCO STAFF SVCS & EXPENS	LASSEN-2023-6	1	8402-413-30-43	MUNICIPAL SVC REVIEW-LAFC	4,170.00	4,170.00
07/23	07/21/2023	218973	10563	POLICY CONSULTING AS	LAFCO STAFF SVCS & EXPENS	LASSEN-2023-6	2	8402-413-30-43	PROFESSIONAL SVCS	1,480.00	1,480.00
Total LASSEN-2023-6:											
Total LASSEN-2023-6:											
07/23	07/21/2023	218974	572	QUILL CORPORATION	OFFICE SUPPLIES	33205037	1	1000-415-10-46	SUPPLIES-GENERAL	28.12	28.12
Total 33205037:											
Total 33205037:											
07/23	07/21/2023	218974	572	QUILL CORPORATION	OFFICE SUPPLIES-PW	33280270	1	7620-430-12-46	SUPPLIES-GENERAL	210.58	210.58
07/23	07/21/2023	218974	572	QUILL CORPORATION	OFFICE SUPPLIES-PW	33280270	2	7620-430-10-46	SUPPLIES-GENERAL	210.58	210.58

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Total 33280270:											
07/23	07/21/2023	218975	10829		REFUND WATER DEPOSIT	10220700007	1	7110-2228-000	DEPOSITS-CUSTOMER	38.39	38.39
Total 10220700007:											
07/23	07/21/2023	218976	628	SCORE	WORKERS COMP 7/23-6/24	Q1FY2324	1	7630-411-40-42	WORKERS' COMPENSATION	127,699.07	127,699.07
07/23	07/21/2023	218976	628	SCORE	LIABILITY INS. 7/23-6/24	Q1FY2324	2	7630-411-40-45	INSURANCE-LIABILITY	297,181.19	297,181.19
07/23	07/21/2023	218976	628	SCORE	EPLI COVERAGE 7/23-6/24	Q1FY2324	3	7630-411-40-45	EPLI INSURANCE	25,509.00	25,509.00
07/23	07/21/2023	218976	628	SCORE	PROPERTY INS. 7/23-6/24	Q1FY2324	4	7630-411-40-45	INSURANCE-PROPERTY	237,789.17	237,789.17
07/23	07/21/2023	218976	628	SCORE	EAP COVERAGE 7/23-6/24	Q1FY2324	5	7630-411-40-45	INSURANCE - EMPLOYEE ASST	2,371.20	2,371.20
Total Q1FY2324:											
07/23	07/21/2023	218977	1479	SIERRA BROADCASTING	ADVERTISING-GAS	23060158	1	7401-430-62-45	ADVERTISING	499.00	499.00
Total 23060158:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	SUPPLIES-GAS	514572	1	7401-430-62-46	SUPPLIES-GENERAL	6.52	6.52
Total 514572:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	SUPPLIES- PARKS	514606	1	1011-452-20-44	MISC - REPAIR & MAINTENANC	8.75	8.75
Total 514606:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	SUPPLIES- PARKS	514615	1	1011-452-20-46	SUPPLIES-GENERAL	18.50	18.50
Total 514615:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	SUPPLIES-GAS	515963	1	7401-430-62-46	SUPPLIES-GENERAL	6.52	6.52
Total 515963:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	SUPPLIES- PARKS	517175	1	1011-452-20-44	FACILITY - REPAIR & MAINTENA	153.91	153.91
Total 517175:											
Total 517175:											

M = Manual Check, V = Void Check

CITY OF SUSANVILLE

Check Register - Payments by Vendor
Check Issue Dates: 7/21/2023 - 7/21/2023

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	FASTENERS- STREETS	517292	1	2007-431-20-46	SUPPLIES-GENERAL	37.61	37.61
Total 517292:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	SUPPLIES- WATER	517302	1	7110-430-42-46	SUPPLIES-GENERAL	8.37	8.37
Total 517302:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	CREDIT-STREETS	517315	1	2007-431-20-46	SUPPLIES-GENERAL	37.61-	37.61-
Total 517315:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	SUPPLIES- PARKS	517344	1	1011-452-20-44	FACILITY - REPAIR & MAINTENA	23.36	23.36
Total 517344:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	SUPPLIES- WATER	517348	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	62.77	62.77
Total 517348:											
07/23	07/21/2023	218978	76	SUSANVILLE ACE HARD	SUPPLIES-STREETS	517368	1	2007-431-20-46	SUPPLIES-GENERAL	15.87	15.87
Total 517368:											
07/23	07/21/2023	218979	7147		RETURN FIREWORK CLEAN-UP	071923	1	1000-2228-011	FIREWORKS CLEAN UP BOND	103.11	103.11
Total 071923:											
07/23	07/21/2023	218980	806	SUSANVILLE AVIATION	DIESEL FUEL	4745	1	7201-430-81-46	GASOLINE	993.83	993.83
Total 4745:											
07/23	07/21/2023	218980	806	SUSANVILLE AVIATION	DIESEL FUEL	4778	1	7201-430-81-46	GASOLINE	1,018.02	1,018.02
Total 4778:											
07/23	07/21/2023	218981	10822	SUSANVILLE TOWING	TOWING-PD	76553	1	1009-421-10-44	VEHICLE-REPAIR & MAINTENA	150.00	150.00

M = Manual Check, V = Void Check

CITY OF SUSANVILLE

Check Register - Payments by Vendor
Check Issue Dates : 7/21/2023 - 7/21/2023

Page: 15
Jul 21, 2023 11:13AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 76553:											
07/23	07/21/2023	218981	10822	SUSANVILLE TOWING	TOWING-CODE ENFORCEMEN	77353	1	1011-425-20-43	PROFESSIONAL SVCS	150.00	150.00
Total 77353:											
07/23	07/21/2023	218981	10822	SUSANVILLE TOWING	TOWING-CODE ENFORCEMEN	77354	1	1011-425-20-43	PROFESSIONAL SVCS	150.00	150.00
Total 77354:											
07/23	07/21/2023	218982	6842	SUSANVILLE UNITED ME	RETURN FIREWORKS CLEAN-U	071923	1	1000-2228-011	FIREWORKS CLEAN UP BOND	103.11	103.11
Total 071923:											
07/23	07/21/2023	218983	9295	TAMCO CAPITAL CORP	COMMUNICATION-PW	5025906142	1	7620-430-10-45	COMMUNICATIONS	474.14	474.14
Total 5025906142:											
07/23	07/21/2023	218984	10825		REFUND GAS DEPOSIT	10529500105	1	7401-2228-000	DEPOSITS-CUSTOMER	167.39	167.39
Total 10529500105:											
07/23	07/21/2023	218985	10832		FINAL DEPOSIT RETURN EP-23	071823	1	1001-2228-001	DEPOSITS-CURB, GUTTER, SID	5,960.00	5,960.00
Total 071823:											
07/23	07/21/2023	218986	6673		RETURN FIREWORK CLEAN-UP	071923	1	1000-2228-011	FIREWORKS CLEAN UP BOND	103.11	103.11
Total 071923:											
07/23	07/21/2023	218987	530	U.S. BANK EQUIPMENT F	UPSTAIRS COPIER CITY HALL	505737924	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	400.56	400.56
Total 505737924:											
07/23	07/21/2023	218987	530	U.S. BANK EQUIPMENT F	COPIER DOWNSTAIRS CITY HA	505875013	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	258.31	258.31
07/23	07/21/2023	218987	530	U.S. BANK EQUIPMENT F	COPIER-PD	505875013	2	1009-421-10-44	RENT & LEASES EQUIP & VEHI	258.30	258.30

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 505875013:											
07/23	07/21/2023	218988	10821	UBEO WEST LLC	COPIER CITY HALL	4172085	1	1000-417-10-44	RENT & LEASES EQUIP & VEHI	417.76	417.76
07/23	07/21/2023	218988	10821	UBEO WEST LLC	COPIER PD	4172085	2	1009-421-10-44	RENT & LEASES EQUIP & VEHI	192.96	192.96
Total 4172085:											
07/23	07/21/2023	218989	770	WESTERN NEVADA SUP	SUPPLIES-WATER	69801003	1	7110-430-42-46	SUPPLIES-GENERAL	106.01	106.01
Total 69801003:											
07/23	07/21/2023	218989	770	WESTERN NEVADA SUP	SUPPLIES-WATER	69821625	1	7110-430-42-46	SUPPLIES-GENERAL	106.01	106.01
Total 69821625:											
07/23	07/21/2023	218990	1198	WESTWOOD SANITATIO	PORTABLE TOILET - SKYLINE	A-71891	1	1011-452-20-44	RENT & LEASES EQUIP & VEHI	109.39	109.39
Total A-71891:											
07/23	07/21/2023	218990	1198	WESTWOOD SANITATIO	PORTABLE TOILET-GOLF COUR	A-71895	1	7530-451-52-44	RENT & LEASES EQUIP & VEHI	109.39	109.39
Total A-71895:											
Grand Totals:											
851,154.26 851,154.26											

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

M = Manual Check, V = Void Check

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6165**, approving Agreement with Prentice Long PC for Attorney services.

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The city of Susanville has contracted with Prentice Long PC for the past 4 years. The attached Agreement replaces the existing agreement and allows the continued service of Margaret Long as the City Attorney. Prentice Long PC also provides the services of other employees in support of Ms. Long's role as the City Attorney. The majority of City Attorney services are described on page 15 of the Agreement, as listed below:

- Attend all City Council meetings and hold regular office hours either remotely or in-person as requested by the City Council or City Manager;
- Attend Planning Commission or Management Team meetings as appropriate or requested;
- Regularly communicate - with the City Council, City Manager, City Administrative staff, department heads and designated staff
- Attend staff meetings as necessary or requested;
- Advise regarding Brown Act requirements and parliamentary procedures governing public meetings;
- Advise regarding compliance with the Political Reform Act, and other ethics statutes, regulations, and rules;
- Ensure timely compliance with requests for public records;
- Draft and review municipal ordinances and resolutions;
- Draft and review City contracts;
- Respond to Public Records Act (PRA) Requests;
- Advise regarding real property acquisitions, easements, and dedications;
- Advise regarding tort claims and liability exposure;
- Provide guidance on personnel matters, including employee discipline and separations;
- Ensure compliance with general plan, zoning, and other land use requirements for both City and private party-initiated actions and applications;

- Advise about the requirements of the California Environmental Quality Act and other environmental laws and regulations;
- Advise regarding code enforcement and building code matters;
- Provide opinions regarding municipal and other legal matters as directed by the City Council and City Manager;
- Monitor and advise regarding the adoption of new federal and state laws and regulations;
- Manage outside legal counsel; and
- Communicate with the press when directed by the City Council or City Manager.

Litigation and Labor Negotiation Services are billed separately at established rates of \$190/hr for attorneys and \$90/hr for paralegal services.

FISCAL IMPACT:

The contract is based on a retainer fee of \$6,500 monthly (\$78,000 Annually). Litigation and Labor Negotiation Services are not part of the retainer fee and will be billed at \$190/hour for attorneys, and \$90/hour for paralegals.

ACTION REQUESTED:

Motion to approve Resolution No. 23-6165, approving Agreement with Prentice Long PC for Attorney services.

ATTACHMENTS:

[23-6165.pdf](#)

[Legal Services Agreement - Draft-2023-7-25.docx](#)

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**LEGAL SERVICES AGREEMENT BETWEEN
THE CITY OF SUSANVILLE AND PRENTICE LONG, PC
FOR CITY ATTORNEY SERVICES**

THIS AGREEMENT for legal services is entered into by and between the City of Susanville, a **general law city** in the State of California ("City"), and Prentice Long, PC ("Law Firm"), as of , 2023 (the "Effective Date").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit "A" at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall prevail.

The Law Firm shall discharge the duties of the City Attorney in a competent and professional manner. The Law Firm shall provide all legal services to the City of the kind and nature as described in the Code for the City of Susanville ("Municipal Code") unless specifically stated otherwise in this Agreement or otherwise directed in writing by the City. Law Firm shall not serve as the City's administrative hearing examiner for parking ticket appeals.

MARGARET E. LONG ("Attorney") is designated as City Attorney. Attorney shall hold office during the pleasure of the Council and shall receive such compensation as is authorized by the Council, and subject to the terms of this agreement. The Parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Attorney in the performance of this Agreement but no change in the designation of MARGARET E. LONG as City Attorney may be made other than by the Council.

Except where conflict of interest rules require otherwise, Attorney shall supervise the activities of all other counsel retained by or for the City and shall review the work of such counsel on behalf of the City. City acknowledges that this agreement does not prohibit the Law Firm or Attorney from other employment, except as otherwise stated herein.

1.1 Term of Services. The term of this Agreement shall begin on July 1, 2023 and end on July 1, 2027.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Law Firm shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Law Firm a sum not to exceed the amounts described in Exhibit "B", notwithstanding any contrary indications that may be contained in Law Firm's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Law Firm's proposal, attached as Exhibit "A", regarding the amount of compensation, the Agreement shall prevail. City shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Law Firm shall not bill City for duplicate services performed by more than one person.

Law Firm and City acknowledge and agree that compensation paid by City to Law Firm under this Agreement is based upon Law Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Law Firm. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Law Firm and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Law Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended on an hourly basis. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). Law Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense; and
- The total number of hours of work performed under the Agreement by Law Firm.

The City will be liable for 2% interest per month when the bill is 30 days past due.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Law Firm.

2.3 Total Payment. City shall pay for the services to be rendered by Law Firm pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Law Firm in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Law Firm submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager.

2.4 Fees. Fees for work performed by Law Firm on an hourly basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit "B".

2.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit "B", and expenses not listed in Exhibit "B" are not chargeable to the City.

2.6 Payment of Taxes. Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination. In the event that the City or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, the City shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date

of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.8 Authorization to Perform Services. The Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization and direction of the City Council and/or City Manager.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Law Firm shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

If the City requests on-site presence at City Hall by Law Firm, City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to City at Law Firm's earliest possible opportunity and in no case later than five (5) days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies City may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Law Firm's breach:

4.3.1. Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2. Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of City. City shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary. Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including

but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm, Not Agent. Except as City may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

5.3 California Tort Claims Act. Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceeding brought by any third party, based on advice the Firm or such individuals have given to City or actions they have taken on behalf of the City, the City shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend City employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the City shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

5.4 Indemnification. Notwithstanding the forgoing, Law Firm shall indemnify, hold harmless and defend the City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

City shall indemnify, hold harmless, and defend Law Firm, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of the City in the performance of this Agreement.

5.5 **Federal Provisions.** To the extent FEMA financial assistance will be used to fund all or a portion of this Agreement, the Firm shall comply with all federal requirements including, but not limited to, the following:

A. 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

B. Federal Contract Provisions attached hereto as Exhibit "C" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

SECTION 6. LEGAL REQUIREMENTS.

6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

6.2 **Compliance with Applicable Laws.** Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

6.4 **Licenses and Permits.** Law Firm represents and warrants to City that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm

represents and warrants to City that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. City may cancel this Agreement at any time and without cause upon 90 days' written notification to Law Firm.

Law Firm may cancel this Agreement upon 90 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Law Firm delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the City in connection with this Agreement.

7.2 Amendments. This Agreement may be amended from time to time by written agreement of the Parties. Unless otherwise provided in this Agreement, modifications relating to the

nature, extent or duration of the Law Firm's professional services to be rendered hereunder shall require the prior written approval of the Council. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the scope of services and the agreed-upon billing rates to be charged by the Law Firm and paid by the City.

7.3 Assignment and Subcontracting. City and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the City Manager. Law Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Delegation to such outside attorneys shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. The Firm shall supervise any delegated work, except when precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the Parties.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Law Firm shall survive the termination of this Agreement.

7.5 Options Upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by Law Firm pursuant to this Agreement; or

7.5.3 Retain a different Law Firm to complete the work described in Exhibit "A" not finished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. The Law Firm will control the physical location of such files during the term of this Agreement. The City agrees that Law Firm may, in its discretion, maintain all or part of the City's legal files in electronic format including through use of secure cloud storage services. Law Firm agrees to apply all reasonable methods to maintain the confidentiality of the City's legal files and the data will be password protected and encrypted using currently available technology.

Law Firm hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Law Firm agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Lassen.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's profession, unless such conflict may be waived by City and City chooses to waive such conflict in writing.

Law Firm and Attorney shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

Law Firm shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Law Firm was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the City for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.7 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.8 Notices.

Any written notice to Law Firm shall be sent to:

Prentice Long, PC
Attn: Margaret Long
2240 Court Street
Redding, CA 96001

Any written notice to City shall be sent to:

City of Susanville
City Manager
66 North Lassen
Susanville, CA 96130

9.9 Integration. This Agreement, including the attachments, represents the entire and integrated agreement between City and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.11 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CITY

LAW FIRM

CITY OF SUSANVILLE,
A General Law City

PRENTICE LONG, PC

By: _____
Quincy McCourt, Mayor, City Council

By: _____
Margaret E. Long, Managing Partner

EXHIBIT “A”

SCOPE OF WORK

The following services shall be provided under this Agreement:

CITY ATTORNEY SERVICES

Law Firm shall provide all general attorney services customarily provided to public agencies such as City, which include the following:

- Attend all City Council meetings and hold regular office hours either remotely or in-person as requested by the City Council or City Manager;
- Attend Planning Commission or Management Team meetings as appropriate or requested;
- Regularly communicate - with the City Council, City Manager, City Administrative staff, department heads and designated staff;
- Attend staff meetings as necessary or requested;
- Advise regarding Brown Act requirements and parliamentary procedures governing public meetings;
- Advise regarding compliance with the Political Reform Act, and other ethics statutes, regulations, and rules;
- Ensure timely compliance with requests for public records;
- Draft and review municipal ordinances and resolutions;
- Draft and review City contracts;
- Respond to Public Records Act (PRA) Requests;
- Advise regarding real property acquisitions, easements, and dedications;
- Advise regarding tort claims and liability exposure;
- Provide guidance on personnel matters, including employee discipline and separations;
- Provide investigators to perform personnel investigations at a rate approved by the City Administrator (Law Firm will never use former employees of the City of Susanville to conduct such investigations);

- Ensure compliance with general plan, zoning, and other land use requirements for both City and private party-initiated actions and applications;
- Advise about the requirements of the California Environmental Quality Act and other environmental laws and regulations;
- Advise regarding code enforcement and building code matters;
- Provide opinions regarding municipal and other legal matters as directed by the City Council and City Manager;
- Monitor and advise regarding the adoption of new federal and state laws and regulations;
- Manage outside legal counsel; and
- Communicate with the press when directed by the City Council or City Manager.

LITIGATION SERVICES

Law Firm shall represent City in any legal action (in state or federal court), employment proceeding (e.g., employee arbitration, PERB hearing), and other administrative proceeding. Representation of City shall include:

- Drafting of pleadings, motions, memoranda, court forms, and other litigation documents;
- Research and analysis of claims, defenses, and remedies;
- Drafting and responding to discovery pleadings;
- Coordinating, reviewing, and summarizing discovery and document productions;
- Depositions, including witness preparation and preparation of post-deposition summaries;
- Preparation of administrative records;
- Meetings with client representatives, opposing counsel, and others concerning the litigation;
- Preparation for and attendance of arbitrations and mediations;
- Trial and trial preparation;
- Attendance and preparation for court hearings; and
- Other tasks necessary to the successful completion of the litigation or proceeding.

LABOR NEGOTIATION SERVICES

Law Firm shall represent City in any labor relations matter, including, but not limited to:

- Labor negotiations;
- Drafting, analyzing, reviewing MOU's;
- Impasse; and
- Other tasks necessary to the successful completion of labor negotiations or labor relations.

City Council reserves the right to request independent counsel for any scope of work described herein.

~ END OF EXHIBIT "A" ~

EXHIBIT “B”

COMPENSATION

City shall compensate law firm as follows:

City Attorney Services

City shall pay Law Firm a flat, monthly retainer of \$6,500 (\$78,000 annually) for all City Attorney services, excluding litigation and labor negotiations, as set forth in Exhibit “A”.

In consideration for this agreement, Law Firm shall generally bear its own costs and expenses in providing City Attorney services. City, however, shall reimburse Law Firm for the following extraordinary expenses advanced on the City's behalf:

Vehicle travel for non-standard trips Exceeding 50 miles.	Applicable IRS rate per mile x number of miles
Travel expenses for non-standard trips not related to attendance of regular City meetings, office hours, and appointments	Reasonable cost of overnight stays and meals
Extraordinary postage or overnight Delivery costs	Actual Cost
Paralegal Services	\$90.00/hour

Litigation Services and Labor Negotiations

For any judicial or administrative proceeding or labor negotiations as described in Exhibit "A", Law Firm would charge the City the following rates for work performed:

Attorneys Rate:	\$190.00/hour
Paralegals:	\$90.00/hour

For all litigation services, the firm would also include on monthly invoices reimbursement of necessary costs incurred for the following:

- Court filing fees;
- CourtCall expenses;
- Attorney services (includes service of process fees, arbitrators, and mediators);
- Messenger services;
- Westlaw research outside of our prepaid service fee;
- Fed-Ex, On Trac Overnight, or other one-day delivery services;
- Reasonable travel expenses and parking fees for court appearances, depositions, arbitrations, mediations, and other necessary appointments;
- Actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page if performed in-house; and
- Any other expense not listed above that becomes necessary for the successful resolution of a particular litigation matter.

~ END OF EXHIBIT “B” ~

EXHIBIT "C"
FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Law Firm shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Law Firm.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

- (A) The Law Firm shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- (B) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

The Law Firm shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPARTE)

- (A) If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by the Law Firm.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- (A) The Law Firm shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Law Firm's personnel for the purpose of interview and discussion related to the books and records.
- (B) The Law Firm agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (C) The Law Firm agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the

contract is executed and does not provide for administrative, contractual, or legal remedies in instances where the Law Firm violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

- (i) Termination for Convenience. The Agency may, by written notice to the Law Firm, terminate this contract for convenience, in whole or in part, at any time by giving written notice to the Law Firm of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate the Law Firm for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. The Law Firm shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by the Law Firm prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- (ii) Termination for Cause. If the Law Firm fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to the Law Firm specifying the default ("Notice of Default"). If the Law Firm does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If the Law Firm fails to cure a default as set forth above, the Agency may, by written notice to the Law Firm, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, the Law Firm shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct the Law Firm's deficiencies and charge the cost thereof to the Law Firm, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.
- (iii) Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by the Law Firm's performance of the work.
- (iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, the Law Firm shall promptly discontinue the work unless the Notice directs to the contrary.

The Law Firm shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. The Law Firm acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. The Law Firm shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, the Law Firm shall be entitled to receive only the amounts payable under this Section, and the Law Firm specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

- (B) Appendix II to Part 200 (C) - Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, the Law Firm shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:
- (i) The Law Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Law Firm will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Law Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- (ii) The Law Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- (iii) The Law Firm will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Law Firm's legal duty to furnish information.
- (iv) The Law Firm will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) The Law Firm will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The Law Firm will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Law Firm's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with

procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (viii) The Law Firm will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subcontractor or the Law Firm. The Law Firm will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the Law Firm becomes involved in, or is threatened with, litigation with a subcontractor or the Law Firm as a result of such direction, the Law Firm may request the United States to enter into such litigation to protect the interests of the United States.

(C) Appendix II to Part 200 (D) - Davis-Bacon Act; Copeland Act: Not applicable to this contract.

(D) Appendix II to Part 200 (E) - Contract Work Hours and Safety Standards Act:

- (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Law Firm shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Law Firm or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) The Law Firm or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) - Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must

comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Law Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.

- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to 'Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(F) Appendix II to Part 200 (G) - Clean Air Act and Federal Water Pollution Control Act; If this contract is in excess of \$150,000, the Law Firm shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

- (i) Pursuant to the Clean Air Act, (1) the Law Firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) the Law Firm agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) the Law Firm agrees to include these requirements in each subcontract exceeding \$150,000.
- (ii) Pursuant to the Federal Water Pollution Control Act, (1) the Law Firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) the Law Firm agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency

Regional Office, and (3) the Law Firm agrees to include these requirements in each subcontract exceeding \$150,000.

(G) Appendix II to Part 200 (H) - Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CPR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Law Firm is required to verify that none of the Law Firm, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (ii) The Law Firm must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that the Law Firm did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (iv) The Law Firm warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. The Law Firm also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Law Firm further agrees to notify the Agency in writing immediately if the Law Firm or its subcontractors are not in compliance during the term of this contract.

(H) Appendix II to Part 200 (D) - Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, the Law Firm shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, the Law Firm shall file with the Agency the Federal Standard

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

(I) Appendix II to Part 200 ffi- Procurement of Recovered Materials:

- (i) The Law Firm shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- (ii) In the performance of this contract, the Law Firm shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- (A) The Law Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Law Firm will comply with all applicable

federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- (C) The Law Firm acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Law Firm's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, the Law Firm, any subcontractors or any other party pertaining to any matter resulting from the contract.
- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Law Firm, the Law Firm's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that the Law Firm exceeds at its own risk.

~ END OF EXHIBIT "C" ~

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6166**, approving and authorizing the Mayor to execute a Memorandum of Understanding with the Management bargaining unit for July 1, 2022, through and including June 30, 2024

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: An agreement has been reached with the Management bargaining unit for the period of July 1, 2022 through and including June 30, 2024. Changes from the existing agreement include the following (see attachment for full details):

1. Two year contract term, July 1, 2022 through and including June 30, 2024
2. 5% Increase in Global Salary Matrix effective July 1, 2022
3. 8% Increase in Global Salary Matrix effective December 23, 2023
4. Removal of Employer Paid Member Contribution for classic members of CalPERS effective December 23, 2023
5. Modification of Longevity language to be 1 step (approximately 2.5%) increase at 10 years of service and 1 step (approximately 2.5%) increase at 15 years of service
6. Addition of the following positions to the unit effective July 8, 2023:
 1. Economic Development Director
 2. City Clerk
 3. Finance Director

FISCAL IMPACT: Fiscal Impact subject to the terms negotiated between the Management Unit and City Council

ACTION REQUESTED: Motion to approve Resolution No. 23-6166, approving and authorizing the Mayor to execute an Memorandum of Understanding with the Management bargaining unit for July 1, 2022, through and including June 30, 2024

ATTACHMENTS:

[23-6166.pdf](#)

[2022.24 MANAGEMENT MOU.pdf](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SUSANVILLE
AND
THE MANAGEMENT UNIT**

July 1, 2022 through and including June 30, 2024

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1. INTRODUCTION

The City of Susanville, hereinafter called the CITY, and Management Unit, hereinafter called the UNIT, having met and conferred in good faith, have entered into this Memorandum of Understanding (MOU) establishing wages, hours, and other terms and condition of employment.

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of California Government Code Section 3500.

2. EMPLOYEE RIGHTS

Employees of the City of Susanville have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation.

Employees of the City of Susanville shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY.

3. CITY RIGHTS

The CITY retains the right, subject to and in accordance with applicable laws and the provision of the MOU:

- A. To direct employees in the performance of their duties.
- B. To hire, promote, transfer, assign, and discipline employees.
- C. To dismiss employees because of lack of work, or in accordance with applicable provisions of the CITY's personnel ordinance and Personnel Policies and Procedures adopted by the City Council.
- D. To determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions or employees assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work.
- E. To take whatever action may be appropriate to carry out its mission in situations of emergency.
- F. To direct personnel based upon City Personnel Policies and Procedures adopted by the City Council were deemed applicable by the City Council.
- G. The CITY is in no way obligated to appoint new employees at the same salary/range as the current classification listed in Exhibit "A".

4. **NONDISCRIMINATION**

The CITY and UNIT agree not to discriminate against any employees in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in the MOU, it shall include the female gender and vice versa.

5. **UNIT RECOGNITION**

The CITY agrees to acknowledge the UNIT as the only recognized employee organization representing the Management employees listed in Exhibit "A".

6. **UNIT DESCRIPTION**

This UNIT shall consist of all regular and/or probationary Management employees of the CITY listed in Exhibit "A" of this MOU.

7. **SALARY SCALE, MERIT STEP, CAREER DEVELOPMENT, AND PAY PERIOD**

A. The compensation listed at the position's range and step shall constitute entire compensation, except as provided within this Agreement.

B. Members of the UNIT whose position are exempt from the requirements of the Fair Labor Standards Act are not eligible for standby pay, call back pay, overtime pay, or any other form of overtime compensation unless expressly authorized by the City Council under Section 24 (B) of this agreement or by State or Federal Law.

C. Salaries:
Salary by classification is specified in Exhibit "A". The Management Biweekly Global Range and Step Matrix includes seven (7) steps, beginning with Step A through Step G.

The Management Biweekly Global Range and Step Matrix shall be used effective July 1, 2022, through and including December 22, 2023, salaries shall be modified as depicted in Exhibit "B" which demonstrates a 5% salary matrix increase.

Effective December 23, 2023, the global salary matrix will be increased by 8% as depicted in Exhibit "C". The Management Global Range and Step Matrix shall be from December 23, 2023, through and including June 30, 2024.

D. Professional Incentive Pay:
Effective July 1, 2020, employees who have completed and maintain the below listed certificates, licenses, or degrees will be eligible to receive a five percent permanent pay increase, over and above the base pay for the classification shown in the current pay plan as represented in the global salary matrix.

Fire Chief Certificate	5%
Professional Engineer's License	5%
Post Executive Development Course Certificate	5%
Bachelor's Degree	5%

Effective July 1, 2022, employees who have completed and maintain the below listed certificates, licenses, or degrees will be eligible to receive a five (5) percent permanent pay increase, over and above the base pay for the classification shown in the current pay plan as represented in the global salary matrix.

Certified Public Accountant License	5%
Certified Municipal Clerk Certification	5%
Master's Degree	5%

Employees of this UNIT are eligible to receive a maximum of two (2) incentives for a total 10% increase. The Finance Director and Economic Development Director receive one (1) incentive as the degree is required for each position to be filled, as depicted in the Position Classification Schedule, Exhibit "A".

E. Continuing Education:

The CITY will provide up to one half of the cost of tuition and books toward completion of higher education, bachelor's, or master's degree, up to a maximum of \$8,000 per employee in the UNIT.

F. S.D.I.:

The City will pay the State Disability Insurance for the employees of this UNIT.

G. Severance or lay-off payment:

This severance payment provision in no way changes or modifies unit members' at-will status. If City terminates the employment of any unit member for any reason (including restructuring or lay-off) other than member's misconduct, City shall pay unit member a severance payment of the equivalent of three months of unit member's then-current salary, with applicable payroll taxes withheld, and benefits. Misconduct means unit member's dishonesty, fraud, self-dealing or willful misconduct as the term is defined for purposes of California unemployment insurance, committed in the performance of unit member's duties and responsibilities under the agreement; or unit member's violation of any law which can be punished as a felony committed at any time. The determination of whether unit member was terminated due to misconduct is in the City's sole discretion. Upon the termination of unit member's employment, unit member is not entitled to any other compensation or payment.

If City terminates unit member's employment at any time due to unit member's misconduct, as defined above, City shall not pay unit member any severance payment. If unit member terminates his/her employment, unit member is not entitled to severance payments.

H. Mutual Aid Pay:

Effective July 1, 2021, the CITY will pay Mutual Aid Assignment Pay for the Fire Chief as follows:

1. While in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or prepositioned for emergency response, portal-to-portal the Police Chief and/or Fire

Chief and/or Public Works Director shall be compensated at a rate of one and one half (1.5) times his/her hourly salary, excluding benefits.

2. Such payment shall be made only after receipt by the CITY of the reimbursement for such services.
3. If the Police and/or Fire Chief and/or Public Works Director chooses to take such deployment, they would be responsible to take personal time off for portal-to-portal assignment time.
4. Out of Area Fires:
Fire Chief and/or Police Chief and/or Public Works Director to be reimbursed for out of area fires limited to one deployment per fiscal year with a maximum of one twenty-one (21) day deployment.

I. Merit Steps:

When an employee has been at one Step (A-G) for twelve (12) months of service, he/she may, according to merit, progress to the next highest step (B-G). Merit increases will not be automatic and will be based upon merit as evidenced by a performance evaluation. Merit increases will be limited to one per fiscal year.

J. Longevity:

Effective July 1, 2022, members of this UNIT who have achieved the requisite years of service with the CITY shall be compensated in addition to his/her base salary as depicted below:

One (1) Salary Matrix Range at 10 years (approximately 2.5%)
One (1) Salary Matrix Range at 15 years (approximately 2.5%)

Each longevity increase increment is achieved by providing the members of this UNIT with a salary matrix range increase, maximum longevity total of two (2) salary matrix ranges.

8. UNIFORM ALLOWANCE

During the term of this MOU, the CITY shall provide Management personnel within public safety with a uniform allowance as follows:

Police	-	\$850.00 in June
Fire	-	\$700.00 in June

9. RETIREMENT

Employer Paid Member Contribution (EPMC): The CITY agrees to pay and report the value of EPMC to CalPERS as additional compensation 8% for miscellaneous classic members and 9% for safety classic members.

Effective the pay period beginning December 23, 2023, the CITY will cease paying employer paid member contributions for all members of this UNIT.

Effective the pay period beginning December 23, 2023, employees of this UNIT will begin paying their respective employee shares of CalPERS normal costs.

New Employees as defined by the CalPERS hired after January 1, 2013, will be subject to the mandatory provisions of AB340/PEPRA.

10. WORK SCHEDULE

Management personnel covered by this MOU generally work from 8:00 a.m. to 5:00 p.m. or the hours worked by employees within the respective departments, plus any additional hours associated with required meetings, emergencies, and other requirements of the job.

11. HOLIDAYS

Employees within the UNIT shall be entitled to holidays as specified in the Employee Manual.

12. VACATION LEAVE

A. Employees in this UNIT shall earn annual vacation credit prorated and accrued monthly on the following basis:

1.	136 hours first year of service	5.23 per pay period
2.	160 hours after five (5) full years of service	6.15 per pay period
3.	200 hours after ten (10) full years of service	7.69 per pay period
4.	240 hours after fifteen (15) full years of service	9.23 per pay period

B. Vacation credit will vest and become available for use upon the successful completion of the introductory period for any new employees within the UNIT, except with the approval of the City Administrator, accrued vacation time may be used during the introductory period.

C. The maximum vacation accrual shall be 240 hours. The City Administrator may authorize increasing the maximum accrual for a defined period of time if the excess accrual was created because the City Administrator canceled an employee's scheduled vacation due to a CITY emergency.

13. MANAGEMENT LEAVE

Members of the UNIT shall receive 80 hours management leave per fiscal year in addition to vacation leave. Such leave will be credited July 1 of each year.

Management leave will be made available from the time of hire, at 20 hours credited for each three-month period remaining in the fiscal year during which the employee is hired, prorated for the first three-month period.

Management leave is made available in recognition of Management's responsibility to perform after-hours functions such as attending City Council meetings, citizen advisory commission/committee meetings, meeting/presentations to community groups, and participating in various CITY-related activities.

Management leave may not accrue, and any unused leave will extinguish as of June 30 each year. UNIT members may sell up to 5 days (40 hours) of unused management leave back to the CITY during each December and may sell up to 5 days (40 hours) of unused management leave back in June of each year.

14. EMPLOYEE SICK LEAVE

- A. Employees within the UNIT will accrue and be able to use sick leave as set forth in the Employee Manual.
- B. Under the Public Employees' Retirement System, credit for unused sick leave (Section 20965) of the Government Code shall be a benefit provided to each employee of this UNIT upon retirement and in accordance with the rules and regulations of PERS.
- C. Retirees will be eligible to purchase health insurance under this plan with no vesting requirement if allowed by the plan. A credit of 50 percent of accumulated sick leave at time of retirement will be paid out per month towards 50 percent of premium, subject to CalPERS regulations. The amount of sick leave credit that could be credited toward retiree health insurance benefits will be capped at \$15,000.

15. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the City Administrator and/or the City Administrator's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

16. JURY DUTY

While serving on Jury Duty, employees will still be paid by the CITY on the basis of a forty (40) hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the CITY.

17. FAMILY ILLNESS/INJURY LEAVE

Family illness or injury leave may be taken in accordance with the Employee Manual.

18. BEREAVEMENT LEAVE

Bereavement Leave is provided as per the Employee Manual.

19. HEALTH, DENTAL AND VISION INSURANCE

- A. Effective July 1, 2015, the CITY shall pay the cost of health, dental and vision insurance premium for each unit member covered under this MOU. Each unit member shall contribute \$46 per month towards the current plan premium. The CITY will continue to research options for the best cost-effective coverage, at its discretion. The CITY reserves the right to select, change, administer and shall have the right to select any carrier or other method providing coverage to fund the benefits and may adjust the amount the CITY shall pay for such benefits. If the insurance provider is changed and the cost is less than \$936 per month per employee, the CITY shall cap the amount of its contribution to an amount not less than 100 percent of the cost of the new plan.
- B. Retirees will be eligible to purchase health insurance under the above plan with no vesting requirement if allowed by the plan. A credit of 50 percent of accumulated sick leave at time of retirement, will be paid out per month towards 50 percent of premium and is subject to CalPERS regulations. The amount of sick leave credit that could be credited toward retiree health insurance benefits will be capped at \$15,000.
- C. The CITY shall continue to pay the administrative fee for each unit member.

20. LIFE INSURANCE

Each member of the UNIT will receive a minimum of \$25,000 term life insurance policy to be paid for by the CITY.

21. IRS SECTION 125 PLAN; DEFERRED COMPENSATION PLAN

- A. The CITY agrees to establish an IRS Section 125 Plan for use by UNIT employees.
- B. The CITY will contribute \$40 per pay period as a contribution to an employee's Section 125 Plan; or
- C. The CITY will match up to two percent of the employee's gross salary in a deferred compensation plan with a maximum contribution of \$40 per pay period.

22. FLEXIBLE BENEFIT

Each member of the UNIT shall receive a \$400 per year flexible benefit to be included in payroll in December of each year.

23. PAST PRACTICES

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, tradition, accumulation, or vesting of any employee rights or privileges other than those expressly stated herein.

The CITY and UNIT agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

All other past practices, standards, obligations, commitments, whether written or unwritten, are within the scope of Section 3 of this MOU.

24. SOLE AGREEMENT

- A. The policies which are collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.
- B. If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the CITY and the UNIT. Any such changes validly made shall become a part of this MOU and subject to its terms. There shall be no bargaining outside this MOU without UNIT and City Council involvement

25. TERM OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall remain in effect for the period of July 1, 2022, through and including June 30, 2024, or until a successor MOU is reached, unless a specific provision provides for a different commencement and/or termination date. This MOU has been ratified by both the City Council of the City of Susanville and the general membership of the UNIT.

Dated this **2nd** day of **August 2023**.

26. **SIGNATURES**

Quincy McCourt, Mayor

Ryan Cochran, UNIT Representative

Dan Newton, City Administrator

James Moore, UNIT Representative

ATTEST:

Bob Godman, UNIT Representative

Heidi Whitlock, City Clerk

APPROVED AS TO FORM:

Margaret Long, City Attorney

EXHIBIT “A” Position Schedules

MANAGEMENT UNIT
POSITION CLASSIFICATION SCHEDULES
July 1, 2022 through June 30, 2024

<u>POSITION</u>	<u>RANGE*</u>
City Clerk **	164-170
Police Chief	168-174
Fire Chief	168-174
Public Works Director	168-174
Economic Development Director**	170-174
Finance Director**	170-174

*Range includes maximum longevity

**Positions added to the Management Unit effective July 9, 2023

EXHIBIT "B"

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX JULY 1, 2022 THROUGH AND INCLUDING DECEMBER 22, 2023 BI-WEEKLY - 26 PAY PERIODS PER YEAR

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	704.22	739.43	776.40	815.22	855.98	898.78	943.72
102	721.83	757.92	795.81	835.60	877.38	921.25	967.32
103	739.43	776.40	815.22	855.98	898.78	943.72	990.91
104	757.92	795.82	835.61	877.39	921.26	967.32	1,015.69
105	776.40	815.22	855.98	898.78	939.58	983.26	985.17
106	795.82	835.61	877.39	921.26	967.32	1,015.68	1,066.47
107	815.22	855.98	898.78	943.72	990.90	1,040.45	1,092.47
108	835.61	877.39	921.26	967.32	1,015.69	1,066.47	1,119.80
109	855.98	898.78	943.72	990.90	1,040.45	1,092.47	1,147.09
110	877.39	921.26	967.32	1,015.68	1,066.47	1,119.79	1,175.78
111	898.77	943.71	990.90	1,040.44	1,092.46	1,147.08	1,204.44
112	921.26	967.32	1,015.68	1,066.47	1,119.79	1,175.78	1,234.57
113	943.72	990.90	1,040.45	1,092.47	1,147.09	1,204.45	1,264.67
114	967.31	1,015.68	1,066.46	1,119.79	1,175.77	1,234.56	1,296.29
115	990.90	1,040.44	1,092.47	1,147.09	1,204.44	1,264.66	1,327.90
116	1,015.68	1,066.46	1,119.78	1,175.77	1,234.56	1,296.29	1,361.10
117	1,040.44	1,092.47	1,147.09	1,204.44	1,264.66	1,327.90	1,394.29
118	1,066.47	1,119.79	1,175.78	1,234.57	1,296.30	1,361.11	1,429.17
119	1,092.47	1,147.09	1,204.44	1,264.66	1,327.90	1,394.29	1,464.01
120	1,119.79	1,175.78	1,234.57	1,296.29	1,361.11	1,429.16	1,500.62
121	1,147.09	1,204.44	1,264.66	1,327.90	1,394.29	1,464.00	1,537.20
122	1,175.78	1,234.57	1,296.30	1,361.11	1,429.17	1,500.63	1,575.66
123	1,204.44	1,264.66	1,327.89	1,394.29	1,464.00	1,537.20	1,614.06
124	1,234.57	1,296.29	1,361.11	1,429.16	1,500.62	1,575.65	1,654.43
125	1,264.67	1,327.90	1,394.30	1,464.01	1,537.21	1,614.07	1,694.77
126	1,296.30	1,361.11	1,429.17	1,500.62	1,575.65	1,654.44	1,737.16
127	1,327.90	1,394.29	1,464.01	1,537.21	1,614.07	1,694.77	1,779.51
128	1,361.12	1,429.17	1,500.63	1,575.66	1,654.45	1,737.17	1,824.03
129	1,394.29	1,464.00	1,537.20	1,614.06	1,694.77	1,779.50	1,868.48
130	1,429.17	1,500.63	1,575.66	1,654.44	1,737.16	1,824.02	1,915.22
131	1,464.00	1,537.20	1,614.06	1,694.77	1,779.50	1,868.48	1,961.90
132	1,500.63	1,575.66	1,654.45	1,737.17	1,824.03	1,915.23	2,010.99
133	1,537.21	1,614.07	1,694.77	1,779.51	1,868.48	1,961.91	2,060.00
134	1,575.67	1,654.45	1,737.18	1,824.03	1,915.24	2,011.00	2,111.55
135	1,614.06	1,694.77	1,779.50	1,868.48	1,961.90	2,060.00	2,163.00
136	1,654.46	1,737.18	1,824.04	1,915.24	2,011.00	2,111.55	2,217.13
137	1,694.77	1,779.50	1,868.48	1,961.90	2,060.00	2,163.00	2,271.15
138	1,737.18	1,824.04	1,915.24	2,011.00	2,111.55	2,217.13	2,327.99
139	1,779.50	1,868.48	1,961.90	2,059.99	2,162.99	2,271.14	2,384.70
140	1,824.04	1,915.25	2,011.01	2,111.56	2,217.14	2,327.99	2,444.39
141	1,868.47	1,961.89	2,059.99	2,162.99	2,271.14	2,384.69	2,503.93
142	1,915.25	2,011.01	2,111.56	2,217.14	2,328.00	2,444.40	2,566.62
143	1,961.90	2,059.99	2,162.99	2,271.14	2,384.70	2,503.93	2,629.13
144	2,011.01	2,111.56	2,217.14	2,327.99	2,444.39	2,566.61	2,694.94
145	2,060.00	2,163.00	2,271.15	2,384.71	2,503.94	2,629.14	2,760.59
146	2,111.56	2,217.13	2,327.99	2,444.39	2,566.61	2,694.94	2,829.69
147	2,163.00	2,271.15	2,384.70	2,503.94	2,629.13	2,760.59	2,898.62
148	2,217.13	2,327.99	2,444.39	2,566.61	2,694.94	2,829.68	2,971.17
149	2,271.15	2,384.71	2,503.94	2,629.14	2,760.60	2,898.63	3,043.56
150	2,327.98	2,444.38	2,566.60	2,694.93	2,829.68	2,971.16	3,119.72
151	2,384.71	2,503.95	2,629.14	2,760.60	2,898.63	3,043.56	3,195.74
152	2,444.38	2,566.60	2,694.93	2,829.68	2,971.16	3,119.72	3,275.70
153	2,503.95	2,629.14	2,760.60	2,898.63	3,043.56	3,195.74	3,355.53
154	2,566.60	2,694.93	2,829.68	2,971.16	3,119.72	3,275.70	3,439.49
155	2,629.15	2,760.60	2,898.63	3,043.56	3,195.74	3,355.53	3,523.31
156	2,694.93	2,829.68	2,971.16	3,119.72	3,275.71	3,439.49	3,611.47
157	2,760.60	2,898.63	3,043.56	3,195.74	3,355.53	3,523.30	3,699.47
158	2,829.68	2,971.16	3,119.72	3,275.70	3,439.49	3,611.46	3,792.03
159	2,898.63	3,043.56	3,195.74	3,355.53	3,523.31	3,699.47	3,884.44
160	2,971.16	3,119.72	3,275.71	3,439.49	3,611.46	3,792.04	3,981.64
161	3,043.56	3,195.74	3,355.52	3,523.30	3,699.47	3,884.44	4,078.66
162	3,119.72	3,275.71	3,439.49	3,611.46	3,792.04	3,981.64	4,180.72
163	3,195.74	3,355.52	3,523.30	3,699.47	3,884.44	4,078.66	4,282.59
164	3,275.71	3,439.49	3,611.47	3,792.04	3,981.64	4,180.72	4,389.76
165	3,355.52	3,523.30	3,699.46	3,884.43	4,078.66	4,282.59	4,496.72
166	3,439.49	3,611.46	3,792.03	3,981.64	4,180.72	4,389.75	4,609.24
167	3,523.30	3,699.46	3,884.44	4,078.66	4,282.59	4,496.72	4,721.56
168	3,611.46	3,792.04	3,981.64	4,180.72	4,389.76	4,609.24	4,839.71
169	3,699.46	3,884.44	4,078.66	4,282.59	4,496.72	4,721.56	4,957.63
170	3,792.04	3,981.64	4,180.73	4,389.76	4,609.25	4,839.71	5,081.70
171	3,884.44	4,078.66	4,282.60	4,496.73	4,721.56	4,957.64	5,205.52
172	3,981.64	4,180.72	4,389.76	4,609.25	4,839.71	5,081.70	5,335.78
173	4,078.67	4,282.60	4,496.73	4,721.57	4,957.64	5,205.53	5,465.80
174	4,180.73	4,389.77	4,609.25	4,839.72	5,081.70	5,335.79	5,602.58
175	4,282.60	4,496.73	4,721.57	4,957.65	5,205.53	5,465.81	5,739.10
176	4,389.76	4,609.25	4,839.71	5,081.70	5,335.78	5,602.57	5,882.70
177	4,496.74	4,721.57	4,957.65	5,205.53	5,465.81	5,739.10	6,026.05
178	4,609.25	4,839.72	5,081.70	5,335.79	5,602.58	5,882.71	6,176.84
179	4,721.57	4,957.65	5,205.53	5,465.81	5,739.10	6,026.05	6,327.36
180	4,839.72	5,081.71	5,335.79	5,602.58	5,882.71	6,176.85	6,485.69
181	4,957.65	5,205.53	5,465.80	5,739.09	6,026.05	6,327.35	6,643.72
182	5,081.71	5,335.79	5,602.58	5,882.71	6,176.85	6,485.69	6,809.97
183	5,205.53	5,465.81	5,739.10	6,026.06	6,327.36	6,643.73	6,975.91
184	5,335.80	5,602.58	5,882.71	6,176.85	6,485.69	6,809.98	7,150.47
185	5,465.81	5,739.10	6,026.05	6,327.35	6,643.72	6,975.91	7,324.70
186	5,602.59	5,882.71	6,176.85	6,485.69	6,809.98	7,150.47	7,507.90
187	5,739.10	6,026.06	6,327.36	6,643.73	6,975.91	7,324.71	7,691.01
188	5,882.64	6,176.77	6,485.61	6,809.89	7,150.38	7,507.90	7,883.29
189	6,026.11	6,327.42	6,643.79	6,975.98	7,324.77	7,691.01	8,075.56
190	6,176.77	6,485.61	6,809.89	7,150.39	7,507.90	7,883.30	8,277.46
191	6,327.41	6,643.78	6,975.97	7,324.78	7,691.02	8,075.58	8,479.36
192	6,485.61	6,809.89	7,150.38	7,507.90	7,883.30	8,277.46	8,691.34
193	6,643.79	6,975.97	7,324.77	7,691.01	8,075.56	8,479.35	8,903.31
194	6,809.89	7,150.39	7,507.91	7,883.30	8,277.47	8,691.34	9,125.91
195	6,975.97	7,324.77	7,691.01	8,075.57	8,479.35	8,903.31	9,348.48
196	7,150.38	7,507.90	7,883.30	8,277.46	8,691.33	9,125.90	9,582.20
197	7,324.77	7,691.01	8,075.56	8,479.34	8,903.31	9,348.47	9,815.90
198	7,507.91	7,883.30	8,277.47	8,691.34	9,125.91	9,582.20	10,061.31
199	7,691.02	8,075.58	8,479.35	8,903.32	9,348.49	9,815.91	10,306.71
200	7,883.30	8,277.46	8,691.34	9,125.90	9,582.20	10,061.31	10,564.37

EXHIBIT "C"

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
DECEMBER 23, 2023 THROUGH AND INCLUDING JUNE 30, 2024
BI-WEEKLY - 26 PAY PERIODS PER YEAR

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	760.56	798.59	838.52	880.44	924.46	970.69	1,019.22
102	779.58	818.56	859.48	902.45	947.58	994.95	1,044.71
103	798.59	838.52	880.44	924.46	970.69	1,019.22	1,070.19
104	818.56	859.49	902.46	947.59	994.97	1,044.71	1,096.95
105	838.52	880.44	924.46	970.69	965.07	1,013.33	1,063.99
106	859.49	902.46	947.59	994.97	1,044.71	1,096.94	1,151.79
107	880.44	924.46	970.69	1,019.22	1,070.18	1,123.69	1,179.87
108	902.46	947.59	994.97	1,044.71	1,096.95	1,151.79	1,209.39
109	924.46	970.69	1,019.22	1,070.18	1,123.69	1,179.87	1,238.86
110	947.59	994.97	1,044.71	1,096.94	1,151.79	1,209.38	1,269.85
111	970.68	1,019.21	1,070.18	1,123.68	1,179.86	1,238.85	1,300.80
112	994.97	1,044.71	1,096.94	1,151.79	1,209.38	1,269.85	1,333.34
113	1,019.22	1,070.18	1,123.69	1,179.87	1,238.86	1,300.81	1,365.85
114	1,044.70	1,096.94	1,151.78	1,209.38	1,269.84	1,333.33	1,400.00
115	1,070.18	1,123.68	1,179.87	1,238.86	1,300.80	1,365.84	1,434.14
116	1,096.94	1,151.78	1,209.37	1,269.84	1,333.33	1,400.00	1,469.99
117	1,123.68	1,179.87	1,238.86	1,300.80	1,365.84	1,434.14	1,505.84
118	1,151.79	1,209.38	1,269.85	1,333.34	1,400.01	1,470.00	1,543.51
119	1,179.87	1,238.86	1,300.80	1,365.84	1,434.14	1,505.84	1,581.14
120	1,209.38	1,269.85	1,333.34	1,400.00	1,470.00	1,543.50	1,620.67
121	1,238.86	1,300.80	1,365.84	1,434.14	1,505.84	1,581.12	1,660.18
122	1,269.85	1,333.34	1,400.01	1,470.00	1,543.51	1,620.69	1,701.72
123	1,300.80	1,365.84	1,434.13	1,505.84	1,581.12	1,660.18	1,743.19
124	1,333.34	1,400.00	1,470.00	1,543.50	1,620.67	1,701.71	1,786.79
125	1,365.85	1,434.14	1,505.85	1,581.14	1,660.19	1,743.20	1,830.36
126	1,400.01	1,470.00	1,543.51	1,620.67	1,701.71	1,786.80	1,876.14
127	1,434.14	1,505.84	1,581.14	1,660.19	1,743.20	1,830.36	1,921.88
128	1,470.01	1,543.51	1,620.69	1,701.72	1,786.81	1,876.15	1,969.96
129	1,505.84	1,581.12	1,660.18	1,743.19	1,830.36	1,921.86	2,017.96
130	1,543.51	1,620.69	1,701.72	1,786.80	1,876.14	1,969.95	2,068.44
131	1,581.12	1,660.18	1,743.19	1,830.36	1,921.86	2,017.96	2,118.86
132	1,620.69	1,701.72	1,786.81	1,876.15	1,969.96	2,068.45	2,171.87
133	1,660.19	1,743.20	1,830.36	1,921.88	2,017.96	2,118.87	2,224.80
134	1,701.73	1,786.81	1,876.16	1,969.96	2,068.46	2,171.88	2,280.48
135	1,743.19	1,830.36	1,921.86	2,017.96	2,118.86	2,224.80	2,336.04
136	1,786.82	1,876.16	1,969.97	2,068.46	2,171.88	2,280.48	2,394.51
137	1,830.36	1,921.86	2,017.96	2,118.86	2,224.80	2,336.04	2,452.85
138	1,876.16	1,969.97	2,068.46	2,171.88	2,280.48	2,394.51	2,514.23
139	1,921.86	2,017.96	2,118.86	2,224.79	2,336.03	2,452.84	2,575.48
140	1,969.97	2,068.47	2,171.90	2,280.49	2,394.52	2,514.23	2,639.95
141	2,017.95	2,118.85	2,224.79	2,336.03	2,452.84	2,575.47	2,704.25
142	2,068.47	2,171.90	2,280.49	2,394.52	2,514.24	2,639.96	2,771.95
143	2,118.86	2,224.79	2,336.03	2,452.84	2,575.48	2,704.25	2,839.47
144	2,171.90	2,280.49	2,394.52	2,514.23	2,639.95	2,771.94	2,910.54
145	2,224.80	2,336.04	2,452.85	2,575.49	2,704.26	2,839.48	2,981.44
146	2,280.49	2,394.51	2,514.23	2,639.95	2,771.94	2,910.54	3,056.07
147	2,336.04	2,452.85	2,575.48	2,704.26	2,839.47	2,981.44	3,130.51
148	2,394.51	2,514.23	2,639.95	2,771.94	2,910.54	3,056.06	3,208.87
149	2,452.85	2,575.49	2,704.26	2,839.48	2,981.45	3,130.53	3,287.05
150	2,514.22	2,639.94	2,771.93	2,910.53	3,056.06	3,208.86	3,369.30
151	2,575.49	2,704.27	2,839.48	2,981.45	3,130.53	3,287.05	3,451.40
152	2,639.94	2,771.93	2,910.53	3,056.06	3,208.86	3,369.30	3,537.76
153	2,704.27	2,839.48	2,981.45	3,130.53	3,287.05	3,451.40	3,623.98
154	2,771.93	2,910.53	3,056.06	3,208.86	3,369.30	3,537.76	3,714.65
155	2,839.49	2,981.45	3,130.53	3,287.05	3,451.40	3,623.98	3,805.18
156	2,910.53	3,056.06	3,208.86	3,369.30	3,537.77	3,714.65	3,900.39
157	2,981.45	3,130.53	3,287.05	3,451.40	3,623.98	3,805.17	3,995.43
158	3,056.06	3,208.86	3,369.30	3,537.76	3,714.65	3,900.38	4,095.40
159	3,130.53	3,287.05	3,451.40	3,623.98	3,805.18	3,995.43	4,195.20
160	3,208.86	3,369.30	3,537.77	3,714.65	3,900.38	4,095.41	4,300.18
161	3,287.05	3,451.40	3,623.97	3,805.17	3,995.43	4,195.20	4,404.96
162	3,369.30	3,537.77	3,714.65	3,900.38	4,095.41	4,300.18	4,515.18
163	3,451.40	3,623.97	3,805.17	3,995.43	4,195.20	4,404.96	4,625.20
164	3,537.77	3,714.65	3,900.39	4,095.41	4,300.18	4,515.18	4,740.95
165	3,623.97	3,805.17	3,995.42	4,195.19	4,404.96	4,625.20	4,856.46
166	3,714.65	3,900.38	4,095.40	4,300.18	4,515.18	4,740.93	4,977.98
167	3,805.17	3,995.42	4,195.20	4,404.96	4,625.20	4,856.46	5,099.29
168	3,900.38	4,095.41	4,300.18	4,515.18	4,740.95	4,977.98	5,226.89
169	3,995.42	4,195.20	4,404.96	4,625.20	4,856.46	5,099.29	5,354.25
170	4,095.41	4,300.18	4,515.19	4,740.95	4,977.99	5,226.89	5,488.24
171	4,195.20	4,404.96	4,625.21	4,856.47	5,099.29	5,354.26	5,621.97
172	4,300.18	4,515.18	4,740.95	4,977.99	5,226.89	5,488.24	5,762.65
173	4,404.97	4,625.21	4,856.47	5,099.30	5,354.26	5,621.98	5,903.07
174	4,515.19	4,740.96	4,977.99	5,226.90	5,488.24	5,762.66	6,050.79
175	4,625.21	4,856.47	5,099.30	5,354.27	5,621.98	5,903.08	6,198.23
176	4,740.95	4,977.99	5,226.89	5,488.24	5,762.65	6,050.78	6,353.32
177	4,856.48	5,099.30	5,354.27	5,621.98	5,903.08	6,198.23	6,508.14
178	4,977.99	5,226.90	5,488.24	5,762.66	6,050.79	6,353.33	6,670.99
179	5,099.30	5,354.27	5,621.98	5,903.08	6,198.23	6,508.14	6,833.55
180	5,226.90	5,488.25	5,762.66	6,050.79	6,353.33	6,671.00	7,004.55
181	5,354.27	5,621.98	5,903.07	6,198.22	6,508.14	6,833.54	7,175.22
182	5,488.25	5,762.66	6,050.79	6,353.33	6,671.00	7,004.55	7,354.77
183	5,621.98	5,903.08	6,198.23	6,508.15	6,833.55	7,175.23	7,533.99
184	5,762.67	6,050.79	6,353.33	6,671.00	7,004.55	7,354.78	7,722.51
185	5,903.08	6,198.23	6,508.14	6,833.54	7,175.22	7,533.99	7,910.68
186	6,050.80	6,353.33	6,671.00	7,004.55	7,354.78	7,722.51	8,108.54
187	6,198.23	6,508.15	6,833.55	7,175.23	7,533.99	7,910.69	8,306.30
188	6,353.26	6,670.92	7,004.46	7,354.69	7,722.42	8,108.54	8,513.96
189	6,508.20	6,833.62	7,175.30	7,534.06	7,910.76	8,306.30	8,721.61
190	6,670.92	7,004.46	7,354.69	7,722.43	8,108.54	8,513.97	8,939.66
191	6,833.61	7,175.29	7,534.05	7,910.77	8,306.31	8,721.63	9,157.71
192	7,004.46	7,354.69	7,722.42	8,108.54	8,513.97	8,939.66	9,386.65
193	7,175.30	7,534.05	7,910.76	8,306.30	8,721.61	9,157.70	9,615.58
194	7,354.69	7,722.43	8,108.55	8,513.97	8,939.67	9,386.65	9,855.99
195	7,534.05	7,910.76	8,306.30	8,721.62	9,157.70	9,615.58	10,096.36
196	7,722.42	8,108.54	8,513.97	8,939.66	9,386.64	9,855.98	10,348.78
197	7,910.76	8,306.30	8,721.61	9,157.69	9,615.58	10,096.35	10,601.18
198	8,108.55	8,513.97	8,939.67	9,386.65	9,855.99	10,348.78	10,866.22
199	8,306.31	8,721.63	9,157.70	9,615.59	10,096.37	10,601.19	11,131.25
200	8,513.97	8,939.66	9,386.65	9,855.98	10,348.78	10,866.22	11,409.52

AGENDA ITEM NO. 6.E
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6167**, approving and authorizing the Mayor to execute a memorandum of understanding with the Professional Technical Bargaining unit for July 1, 2022 through and including July 7, 2023

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The City of Susanville and the representatives from the Professional Technical Bargaining Unit have negotiated a labor agreement according to the requirements of the Meyers-Milias-Brown Act and the agreement has been negotiated within the parameters established by the City Council for July 1, 2022 through and including July 7, 2023.

Changes to this MOU are as follows:

- UNIT members agree to dissolve Pro-Tech Unit and be placed in other existing employee bargaining units performing similar work functions.
- UNIT members will receive a one-time stipend representing 4% of their annual salary from the period of July 9, 2022 through July 7, 2022.
- UNIT member will receive a one-time stipend of \$4,160 for essential worker premium pay.

FISCAL IMPACT: Subject to the terms negotiated by the Professional Technical Bargaining Unit

ACTION REQUESTED: Motion to approve Resolution No. 23-6167, approving and authorizing the Mayor to execute a memorandum of understanding with the Professional Technical Bargaining unit for fiscal year July 1, 2022 through and including July 7, 2023

ATTACHMENTS:
[23-6167.pdf](#)
[2022.23 PROTECH MOU.pdf](#)

RESOLUTION NO. 23-6167
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE
MEMORANDUM OF UNDERSTANDING WITH THE PROFESSIONAL-TECHNICAL
BARGAINING UNIT FOR JULY 1, 2022, THROUGH AND INCLUDING JULY 7, 2023

WHEREAS, the City of Susanville and representatives from the Professional-Technical bargaining unit have negotiated a labor agreement according to the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the bargaining unit has ratified the respective agreement; and

WHEREAS, the agreement has been negotiated within the parameters established by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville that the Memorandum of Understanding with the Professional Technical bargaining unit for the period of July 1, 2022 through and including July 7, 2023 is hereby approved and authorizes the Finance Manager to modify the budget as necessary to accommodate the Professional-Technical bargaining unit's negotiations.

APPROVED: _____
Quincy McCourt, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing Resolution No. 23-6167 was adopted at a regular meeting of the City Council for the City of Susanville held on the 2nd day of August 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR THE
CITY OF SUSANVILLE
AND THE
PROFESSIONAL/TECHNICAL UNIT**

July 1, 2022 through and including July 7, 2023

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1. **INTRODUCTION**

The City of Susanville, hereinafter called the CITY, and Professional/Technical Unit, hereinafter called the UNIT, having met and conferred in good faith, have entered into this Memorandum of Understanding (MOU) establishing wages, hours, and other terms and conditions of employment for the period beginning July 1, 2022, extending through July 7, 2023. Unit members have agreed that Pro-Tech unit will be dissolved, and unit members will be placed in other existing employee bargaining units as indicated in table below:

Position	Proposed Ranges	Proposed Range	Proposed Step	Proposed Bi-Weekly	Proposed New Unit
Finance Manager	168-172	170	C	\$4,307.86	Mgmt
City Clerk	164-168	166	B	\$3,716.86	Mgmt
Assistant Director Engineering	154-158	160	D	\$3,869.93	Admin
Assistant Director Operations	154-158	154	B	\$3,026.79	Admin
Building Official	152-154	154	C	\$3,178.12	Admin
City Planner	152-154	154	D	\$3,337.03	Admin
Pool Director	138-140	138	G	\$2,602.23	Admin
Assistant Fire Chief	145-150	150	E	\$3,492.96	Firefighters
Police Captain	147-156	156	F	\$4,744.56	SPOA

With the exception of the Finance Manager who is to be reclassified as Finance Director and City Clerk, UNIT Members will stay on their existing merit schedules and anniversary dates. The Finance Director and City Clerk are to be placed in the Management Unit and will become at-will employees. Finance Director and City Clerk will be placed on a new anniversary schedule effective July 8, 2023, with no introductory period.

Once placed in their respective new bargaining units, UNIT members will receive new UNIT range and step retroactive to the first full pay period in July 2023 (pay period beginning July 8, 2023).

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of California Government Code Section 3500.

2. **EMPLOYEE RIGHTS**

Employees of the City of Susanville have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation.

Employees of the City of Susanville shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY.

3. CITYRIGHTS

The CITY retains the right, subject to and in accordance with applicable laws and the provisions of the MOU:

- A. To direct employees in the performance of their duties.
- B. To hire, promote, transfer, assign, and discipline employees.
- C. To dismiss employees because of lack of work, or in accordance with applicable provisions of the CITY's personnel ordinance and Personnel Policies and Procedures adopted by the City Council.
- D. To determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions or employees assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work.
- E. To take whatever action may be appropriate to carry out its mission in situations of emergency with appropriate notification to Unit employees.
- F. To direct personnel based upon City Personnel Policies and Procedures adopted by the City Council where deemed applicable by the City Council.
- G. This section will not operate to deny any employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act.

4. NONDISCRIMINATION

The CITY and UNIT agree not to discriminate against any employees in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice versa.

5. UNIT RECOGNITION

The CITY agrees to acknowledge the UNIT as the only recognized employee organization representing the Professional/Technical employees listed in Exhibit A beginning July 1, 2009.

6. UNIT DESCRIPTION

This UNIT shall only consist of all regular and/or probationary Professional/Technical employees of the CITY listed in Exhibit A of this MOU.

7. SALARY SCALE, MERIT STEP, CAREER DEVELOPMENT AND PAY PERIOD

- A. The compensation listed at the positions range and step shall constitute entire compensation, except as provided within this Agreement.

- B. Members of the UNIT will receive a one-time lump sum stipend representing 4% of their annual salary (26 bi-weekly pay periods from July 9, 2022, through July 7, 2023. This stipend is not eligible for CalPERS.
- C. Members of the UNIT whose positions are exempt from the requirements of the Fair Labor Standards Act are not eligible for standby pay, call back pay, overtime pay, or any other form of overtime compensation unless expressly authorized by the City Council under Section 24 (B) of this agreement.
- D. MERIT STEPS:
Effective July 1, 2021 when an employee has been at one Step (A-G) for twelve (12) months of service, he/she may, according to merit, progress to the next highest step (B-H). Merit increases will not be automatic and will be based upon merit as evidenced by a performance evaluation. Merit increases will be limited to one per fiscal year. Exceptions are granted for employees who are receiving a merit step upon completion of an introductory period, in those instances, employees remain eligible for merit increases upon 6 months of service, pursuant to the employee manual.
- E. CONTINUING EDUCATION:
The City will reimburse employees for the cost of books and tuition for job-related training (that has received approval of the City Administrator prior to enrollment) upon successful completion of each course. In addition, the employee will be compensated for mileage and travel expenses for any courses taken out of the area prior to the time of travel.
- F. PROGRAM INCENTIVES:
Completion of an Associate or Bachelor Degree and/or completion of the appropriate POST certificate, an officer can receive a permanent payincrease of 2.5% or 5%, respectively, over and above the base pay for the classifications shown in the current pay plan. The following criteria outlines the requirement at each level. Upon receiving a degree or appropriate certificates issued by POST, a permanent increase will be added to the base pay:

Base + 2.5%, range regular full time

AA or AS Degree or
Advanced Post Certificate

Police Captain
Police Captain
Police Captain

Base + 2.5% regular full time

BS or BA Degree or
Management Post Certificate

Salary Range 157
2.5% incentive, Salary Range 158
5% incentive, Salary Range 159

Program Incentive - Building Official Certification as recognized by the International Code Council shall result in 2.5% incentive pay increase once certification is secured.

Program Incentive - Assistant Fire Chief - Completion of the Associate or Bachelor Degree and/or completion of California Chief Officer Certification Courses (10), an Assistant Fire Chief may receive a permanent pay increase of 2.5% or 5% respectively, over and above the base pay for the classification shown in the current pay plan. The following criteria outlines the requirements at each level:

Base + 2.5%, regular full time

AA or AS Degree or
CA Certified Fire Officer

Base + 5% regular full time

BS or BA Degree, or
CA Chief Officer Certification

Assistant Fire Chief	Base Range, 154
Assistant Fire Chief	2.5% incentive, Salary Range, 155
Assistant Fire Chief	5% incentive, Salary Range, 156

- G. CERTIFICATIONS AND LICENSING: The City will reimburse employees for the cost of study materials for any examination preparation and fees necessary to obtain and maintain any certificates and or licenses required in their respective fields.
- H. CONTINUING CERTIFICATION INCENTIVE: A \$250 incentive shall be paid each June to members of the unit who maintain or increase certification/education requirements.
- I. SDI: The City will pay the employee's share of State Disability.
- J. MUTUAL AID PAY FOR ASSISTANT FIRE CHIEF: The City will pay Mutual Aid Assignment Pay for the Assistant Fire Chief as follows:
1. When Assistant Fire Chief is assigned to serve with CalFire, the United States Forest Service or California Office of Emergency Services on Mutual Aid assignments, the Assistant Fire Chief shall be compensated at a rate of one and one half (1.5) times his/her salary, excluding benefits, portal to portal.
 2. Such payment shall be made only after receipt by the City of the reimbursement for such services.
 3. Susanville City Fire Chief has sole discretion as to is and when Assistant Fire Chief will be assigned to out of area fires.
 4. Assistant Fire Chief limited to one deployment per fiscal year with a maximum of 14 days of deployment.
- K. ESSENTIAL WORKERS PREMIUM PAY STIPEND: For the period of July 1, 2022 to June 30, 2023, Members of this UNIT will receive one-time a lump sum stipend of \$4,160 of essential worker premium pay. This stipend is not eligible for CalPERS.
- L. SPECIALTY PAY: It is agreed that the Assistant Director of Engineering, when appointed as the Air Pollution Control Officer (APCO) by the Lassen County Air Pollution Control District will be compensated at the following pay ranges, maintaining current merit step, pursuant to the licensing requirements as depicted in the Assistant Director of Engineering Job Description:
1. Base Compensation: Range 156 increases to Range 160 when appointed as APCO.
 2. Compensation with possession of a four-year degree from an accredited college or university in civil engineering or related field OR possession of a Professional Engineering License OR possession of a Professional Land Surveying License is required to fill the position at a Range 158. Range 158 increases to Range 162 when appointed as the APCO.
 3. Possession of a four-year degree from an accredited college or university in civil engineering or related field AND possession of a Professional Engineering License OR Possession of a four-year degree from an accredited college or university in civil engineering or related field AND

possession of a Professional Land Surveying License, is required to fill the position at a Range 160. Range 160 increases to Range 164 when appointed as the APCO.

The appointment of the APCO is made by the Governing Board of the Air Pollution Control District. Per the Agreement between the City and the Lassen County Air Pollution Control District, the Air District Governing Board is the appointing authority for the APCO. In the event, that either the CITY or the Air District elects to remove the appointment, the special compensation for Assistant Director of Engineering will revert to the appropriate pay range as specified in Exhibit A to this MOU.

8. RETIREMENT

- A. For Legacy Employees as defined by the California Public Employee's Pension Reform Act (PEPRA) of 2013, the CITY shall pay the employer's share and the employee shall pay the employees share (currently 8% for non-safety and 9% for safety personnel) of the existing retirement program of 3% at 60 (non-safety) or 3% at 50 (safety), single highest year, with California Public employees Retirement System for Legacy employees.
- B. New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340/PEPRA.
 - Non-safety employees 2% at 62
 - Safety employees 2.7% at 57

9. WORK SCHEDULE

Professional/Technical personnel covered by this MOU generally work from 8:00 a.m. to 5:00 p.m. or the hours worked by employees within the respective departments, plus any additional hours needed to cover other requirements of the job.

10. HOLIDAYS

Employees within the UNIT shall be entitled to holiday pay for those holidays specified in the Employee Manual dated June 1, 2001.

Those employees required to work on a holiday may take an alternate day off with approval of their supervisor or receive pay for the day. Employee may not defer alternate day off for more than 90 days.

11. VACATION

- A. Employees in this UNIT shall earn annual vacation credit accrued per pay period as specified below:

0-1 year	3.69
1-5 years	4.62
5-10 years	5.23
10-15 years	6.15
15-20 years	7.69
20 + years	9.23
- B. Vacation credit will vest and become available for use upon the successful completion of the

probationary period for any new employees within the UNIT. Accrued vacation time may be used during the probationary period, subject to the approval of the City Administrator on a case-by-case basis.

- C. Maximum vacation accrual shall be 240 hours. The City Administrator may authorize increasing the maximum accrual for a defined period of time if the excess accrual was created because the City Administrator canceled an employee's scheduled vacation due to a CITY emergency. Any vacation hours accrued over 240 hours shall be bought back by the City at fifty percent (50%) of employee's base salary during December.

12. HEALTH, DENTAL, & VISION INSURANCE

- A. Effective July 1, 2013 the City shall pay the cost of health, dental and vision insurance premium for each unit member covered under this MOU. Each unit member shall contribute \$46 per month towards the current plan premium. City will continue to research options for the best cost-effective coverage, at its discretion. The City reserves the right to select, change, administer and shall have the right to select any carrier or other method providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. If the insurance provider is changed and the cost is less than \$936 per month per employee, the City shall cap the amount of its contribution to an amount not less than 100 percent of the cost of the new plan.
- B. During the term of this Memorandum of Understanding, should the monthly cost of health insurance premiums under the current plan increase by more than \$25.00, the Unit and the City shall meet and confer.
- C. Health Insurance will be made available to retirees with no minimum vesting, if allowed under the current plan. Retirees will be eligible to purchase health insurance under the above-mentioned plan with no vesting requirement if allowed by the plan. A credit of 50% of accumulated sick leave at time of retirement, capped at \$15,000.00 will be paid out per month toward 50% of the premium. This amount is subject to CalPERS regulations.

13. IRS SECTION 125 PLAN, DEFERRED COMPENSATION

- A. The City has established an IRS Section 125 Plan for use by employees.
- B. The City will contribute \$25 per pay period as a contribution to an employee's Section 125 plan; or
- C. The City will match up to 2% of the employee's gross salary in a deferred compensation plan with a maximum contribution of \$25 per pay period.

14. FLEXIBLE BENEFIT

- A. Each member of the UNIT shall receive a \$200.00 per year flexible benefit in December.
- B. Uniform Allowance: Safety members of the Professional-Technical Unit shall receive a uniform allowance equal to that allowed to officers in the Police or Fire Units. The Building Official may receive a uniform allowance if they so desire; \$800.00 in year one. The Pool Director may receive a uniform allowance reimbursed up to \$300.00 annually.

15. PROFESSIONAL TECHNICAL LEAVE

Members of the UNIT shall receive 60 hours Professional/Technical leave per fiscal year in addition to vacation leave. Such leave will be credited July 1 of each year.

Professional/Technical leave will be made available from the time of hire, at 15 hours credited for each 3-month period remaining in the fiscal year during which the employee is hired, prorated for the first three-month period.

Professional/Technical leave is made available in recognition of Professional/Technical's responsibility to perform functions after normal business hours.

Professional/Technical leave may not accrue, and any unused leave will extinguish as of June 30 each year. UNIT members may sell up to (30 hours) of unused Professional/Technical leave back to the CITY during December, and up to (30 hours) in June. This benefit is not available to an employee who has not successfully completed their introductory period.

16. LIFE INSURANCE

Each member of the UNIT will receive a \$25,000 term life insurance policy to be paid for by the CITY.

17. HEARING TEST

The CITY shall provide, at no expense to the employee, an annual hearing test to non-office workers. Where necessary, protective hearing devices and equipment modifications will be required at CITY cost to prevent hearing loss.

18. EMPLOYEE'S SICK LEAVE

Employees within the UNIT shall accrue four (4) hours of sick leave for each full pay period of employment and shall be able to use sick leave in accordance to the provisions of the Employee Manual dated June 1, 2001.

Under the Public Employees' Retirement System, credit for unused sick leave (Section 20862.8) of the Government Code shall be a benefit provided to each employee of this UNIT upon retirement and in accordance with the rules and regulations of PERS.

19. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Administrator and/or the City Administrator's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

20. JURY DUTY

While serving on Jury Duty, employees will still be paid by the CITY on the basis of a forty (40) hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the CITY.

21. FAMILY ILLNESS OR INJURY LEAVE

Family leave provisions are outlined in the Employee Manual dated June 1, 2001.

22. BEREAVEMENT LEAVE

Bereavement Leave shall be granted according to the provisions of the Employee Manual dated June 1, 2001.

23. LAYOFF POLICY

PURPOSE: It is recognized by the UNIT that when, due to fiscal, operational or organizational reasons, it is necessary to reduce CITY employment, such action and its implementation, except as qualified herein, shall be at the sole discretion of the CITY. When it is deemed necessary to reduce CITY employment by layoff of employees or elimination of job positions/titles, the CITY shall give the employee a minimum of 3-month notice and severance pay including all previous benefits for said 3-month period. This benefit is not available to an employee who has not successfully completed their introductory period.

- A. The CITY shall have the sole right to determine which class or classes shall be subject to layoff.
- B. RE-EMPLOYMENT: Employees laid off, or demoted in lieu of layoff, shall have a priority right of return to their prior class. This right shall remain effective for one (1) year from the date of demotion or separation from the service.

24. PAST PRACTICES

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation, or vesting of any employee rights or privileges other than those expressly stated herein.

The CITY and UNIT agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

All other past practices, standards, obligations or commitments, whether written or unwritten, are within the scope of Section 3 of this MOU.

25. RESIDENCY POLICY

The CITY and Unit agree on the approved Residency Policy, attached as Exhibit "D", for the following positions: Police Captain, Assistant Fire Chief and Assistant Director of Engineering.

26. SOLE AGREEMENT

- A. The policies which are collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other

agreement should be in conflict with these policies, these policies shall prevail.

- B. If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the MOU in any respect, any such change shall be effective only if, and when, reduced to writing and executed by the authorized representative of the CITY and the UNIT. Any such changes validly made shall become a part of *this* MOU and subject to its terms.

27. TERMS OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall remain in effect beginning July 1, 2022 and continuing until all unit members have been officially transferred to other employee bargaining units by execution of side letter agreements with respective bargaining units. Upon transfer of all employees, UNIT and CITY agree that City Council will adopt resolution officially dissolving Pro-Tech Unit.

Dated this 2ND day of AUGUST, 2023.

28. SIGNATURES

CITY OF SUSANVILLE

PROFESSIONAL TECHNICAL UNIT

Quincy McCourt, Mayor

Heidi Whitlock, UNIT Representative

Dan Newton, City Administrator

UNIT Representative

ATTEST:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM:

Margaret Long, City Attorney

EXHIBIT A POSITION CLASSIFICATION

Professional-Technical Position Classification Schedule
July 1, 2022 through July 7, 2023

<u>Position</u>	<u>Range</u>
Pool Director	140
City Clerk	152
City Planner	152
Assistant Fire Chief	154-156
Assistant Director of Engineering	156-160
Assistant Director of Operations	156-160
Building Official	157-158
Police Captain	157-159
Finance Manager	164

EXHIBIT "B"

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
JULY 1, 2022 THROUGH AND DISSOLUTION OF PROFESSIONAL TECHNICAL SAFETY MOU
BI-WEEKLY - 26 PAY PERIODS PER YEAR

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	695.51	730.29	766.80	805.14	845.40	887.67	932.05
102	712.90	748.55	785.97	825.27	866.54	909.86	955.36
103	730.29	766.80	805.14	845.40	887.67	932.05	978.66
104	748.55	785.97	825.27	866.54	909.86	955.36	1,003.12
105	766.80	805.14	845.40	887.67	932.05	978.66	1,027.59
106	785.97	825.27	866.54	909.86	955.36	1,003.12	1,053.28
107	805.14	845.40	887.67	932.05	978.66	1,027.59	1,078.97
108	825.27	866.54	909.86	955.36	1,003.12	1,053.28	1,105.94
109	845.40	887.67	932.05	978.66	1,027.59	1,078.97	1,132.92
110	866.54	909.86	955.36	1,003.12	1,053.28	1,105.94	1,161.24
111	887.67	932.05	978.66	1,027.59	1,078.97	1,132.92	1,189.56
112	909.86	955.36	1,003.12	1,053.28	1,105.94	1,161.24	1,219.30
113	932.05	978.66	1,027.59	1,078.97	1,132.92	1,189.56	1,249.04
114	955.36	1,003.12	1,053.28	1,105.94	1,161.24	1,219.30	1,280.27
115	978.66	1,027.59	1,078.97	1,132.92	1,189.56	1,249.04	1,311.49
116	1,003.12	1,053.28	1,105.94	1,161.24	1,219.30	1,280.27	1,344.28
117	1,027.59	1,078.97	1,132.92	1,189.56	1,249.04	1,311.49	1,377.07
118	1,053.28	1,105.94	1,161.24	1,219.30	1,280.27	1,344.28	1,411.50
119	1,078.97	1,132.92	1,189.56	1,249.04	1,311.49	1,377.07	1,445.92
120	1,105.94	1,161.24	1,219.30	1,280.27	1,344.28	1,411.50	1,482.07
121	1,132.92	1,189.56	1,249.04	1,311.49	1,377.07	1,445.92	1,518.22
122	1,161.24	1,219.30	1,280.27	1,344.28	1,411.50	1,482.07	1,556.17
123	1,189.56	1,249.04	1,311.49	1,377.07	1,445.92	1,518.22	1,594.13
124	1,219.30	1,280.27	1,344.28	1,411.50	1,482.07	1,556.17	1,633.98
125	1,249.04	1,311.49	1,377.07	1,445.92	1,518.22	1,594.13	1,673.84
126	1,280.27	1,344.28	1,411.50	1,482.07	1,556.17	1,633.98	1,715.68
127	1,311.49	1,377.07	1,445.92	1,518.22	1,594.13	1,673.84	1,757.53
128	1,344.28	1,411.50	1,482.07	1,556.17	1,633.98	1,715.68	1,801.47
129	1,377.07	1,445.92	1,518.22	1,594.13	1,673.84	1,757.53	1,845.40
130	1,411.50	1,482.07	1,556.17	1,633.98	1,715.68	1,801.47	1,891.54
131	1,445.92	1,518.22	1,594.13	1,673.84	1,757.53	1,845.40	1,937.67
132	1,482.07	1,556.17	1,633.98	1,715.68	1,801.47	1,891.54	1,986.12
133	1,518.22	1,594.13	1,673.84	1,757.53	1,845.40	1,937.67	2,034.56
134	1,556.17	1,633.98	1,715.68	1,801.47	1,891.54	1,986.12	2,085.42
135	1,594.13	1,673.84	1,757.53	1,845.40	1,937.67	2,034.56	2,136.29
136	1,633.98	1,715.68	1,801.47	1,891.54	1,986.12	2,085.42	2,189.69
137	1,673.84	1,757.53	1,845.40	1,937.67	2,034.56	2,136.29	2,243.10
138	1,715.68	1,801.47	1,891.54	1,986.12	2,085.42	2,189.69	2,299.18
139	1,757.53	1,845.40	1,937.67	2,034.56	2,136.29	2,243.10	2,355.25
140	1,801.47	1,891.54	1,986.12	2,085.42	2,189.69	2,299.18	2,414.14
141	1,845.40	1,937.67	2,034.56	2,136.29	2,243.10	2,355.25	2,473.02
142	1,891.54	1,986.12	2,085.42	2,189.69	2,299.18	2,414.14	2,534.84
143	1,937.67	2,034.56	2,136.29	2,243.10	2,355.25	2,473.02	2,596.67
144	1,986.12	2,085.42	2,189.69	2,299.18	2,414.14	2,534.84	2,661.59
145	2,034.56	2,136.29	2,243.10	2,355.25	2,473.02	2,596.67	2,726.50
146	2,085.42	2,189.69	2,299.18	2,414.14	2,534.84	2,661.59	2,794.67
147	2,136.29	2,243.10	2,355.25	2,473.02	2,596.67	2,726.50	2,862.83
148	2,189.69	2,299.18	2,414.14	2,534.84	2,661.59	2,794.67	2,934.40
149	2,243.10	2,355.25	2,473.02	2,596.67	2,726.50	2,862.83	3,005.97
150	2,299.18	2,414.14	2,534.84	2,661.59	2,794.67	2,934.40	3,081.12
151	2,355.25	2,473.02	2,596.67	2,726.50	2,862.83	3,005.97	3,156.27
152	2,414.14	2,534.84	2,661.59	2,794.67	2,934.40	3,081.12	3,235.18
153	2,473.02	2,596.67	2,726.50	2,862.83	3,005.97	3,156.27	3,314.08
154	2,534.84	2,661.59	2,794.67	2,934.40	3,081.12	3,235.18	3,396.93
155	2,596.67	2,726.50	2,862.83	3,005.97	3,156.27	3,314.08	3,479.78
156	2,661.59	2,794.67	2,934.40	3,081.12	3,235.18	3,396.93	3,566.78
157	2,726.50	2,862.83	3,005.97	3,156.27	3,314.08	3,479.78	3,653.77
158	2,794.67	2,934.40	3,081.12	3,235.18	3,396.93	3,566.78	3,745.12
159	2,862.83	3,005.97	3,156.27	3,314.08	3,479.78	3,653.77	3,836.46
160	2,934.40	3,081.12	3,235.18	3,396.93	3,566.78	3,745.12	3,932.38
161	3,005.97	3,156.27	3,314.08	3,479.78	3,653.77	3,836.46	4,028.28
162	3,081.12	3,235.18	3,396.93	3,566.78	3,745.12	3,932.38	4,129.00
163	3,156.27	3,314.08	3,479.78	3,653.77	3,836.46	4,028.28	4,229.70
164	3,235.18	3,396.93	3,566.78	3,745.12	3,932.38	4,129.00	4,335.44
165	3,314.08	3,479.78	3,653.77	3,836.46	4,028.28	4,229.70	4,441.18
166	3,396.93	3,566.78	3,745.12	3,932.38	4,129.00	4,335.44	4,552.22
167	3,479.78	3,653.77	3,836.46	4,028.28	4,229.70	4,441.18	4,663.24
168	3,566.78	3,745.12	3,932.38	4,129.00	4,335.44	4,552.22	4,779.83
169	3,653.77	3,836.46	4,028.28	4,229.70	4,441.18	4,663.24	4,896.40
170	3,745.12	3,932.38	4,129.00	4,335.44	4,552.22	4,779.83	5,018.82
171	3,836.46	4,028.28	4,229.70	4,441.18	4,663.24	4,896.40	5,141.22
172	3,932.38	4,129.00	4,335.44	4,552.22	4,779.83	5,018.82	5,269.76
173	4,028.28	4,229.70	4,441.18	4,663.24	4,896.40	5,141.22	5,398.29
174	4,129.00	4,335.44	4,552.22	4,779.83	5,018.82	5,269.76	5,533.25
175	4,229.70	4,441.18	4,663.24	4,896.40	5,141.22	5,398.29	5,668.20
176	4,335.44	4,552.22	4,779.83	5,018.82	5,269.76	5,533.25	5,809.93
177	4,441.18	4,663.24	4,896.40	5,141.22	5,398.29	5,668.11	5,951.52
178	4,552.22	4,779.83	5,018.82	5,269.76	5,533.25	5,809.94	6,100.44
179	4,663.24	4,896.40	5,141.22	5,398.29	5,668.11	5,951.52	6,249.10
180	4,779.83	5,018.82	5,269.76	5,533.25	5,809.93	6,100.43	6,405.45
181	4,896.40	5,141.22	5,398.29	5,668.11	5,951.52	6,249.10	6,561.55
182	5,018.82	5,269.76	5,533.25	5,809.93	6,100.43	6,405.44	6,725.72
183	5,141.22	5,398.29	5,668.11	5,951.52	6,249.10	6,561.55	6,889.63
184	5,269.76	5,533.25	5,809.93	6,100.43	6,405.44	6,725.71	7,062.00
185	5,398.29	5,668.11	5,951.52	6,249.09	6,561.55	6,889.62	7,234.11
186	5,533.27	5,809.93	6,100.43	6,405.45	6,725.72	7,062.00	7,415.11
187	5,668.11	5,951.52	6,249.10	6,561.55	6,889.63	7,234.11	7,595.81
188	5,809.93	6,100.42	6,405.45	6,725.72	7,062.00	7,415.10	7,785.86
189	5,951.52	6,249.09	6,561.55	6,889.62	7,234.11	7,595.81	7,975.60
190	6,100.42	6,405.44	6,725.71	7,062.00	7,415.10	7,785.85	8,175.15
191	6,249.09	6,561.55	6,889.62	7,234.10	7,595.81	7,975.60	8,374.38
192	6,405.45	6,725.72	7,062.01	7,415.11	7,785.86	8,175.16	8,583.91
193	6,561.55	6,889.63	7,234.11	7,595.82	7,975.61	8,374.39	8,793.11
194	6,725.72	7,062.00	7,415.10	7,785.86	8,175.15	8,583.91	9,013.11
195	6,889.63	7,234.11	7,595.82	7,975.61	8,374.39	8,793.11	9,232.77
196	7,062.01	7,415.11	7,785.86	8,175.15	8,583.91	9,013.11	9,463.76
197	7,234.12	7,595.82	7,975.61	8,374.39	8,793.11	9,232.77	9,694.41
198	7,415.10	7,785.85	8,175.15	8,583.90	9,013.10	9,463.76	9,936.94
199	7,595.82	7,975.61	8,374.39	8,793.11	9,232.77	9,694.41	10,179.13
200	7,785.85	8,175.14	8,583.90	9,013.10	9,463.75	9,936.94	10,433.79

EXHIBIT "C"

CITY OF SUSANVILLE GLOBAL RANGE AND STEP MATRIX
JULY 1, 2022 THROUGH DISSOLUTION OF PROFESSIONAL TECHNICAL NON-SAFETY MOU
BI-WEEKLY 26 PAY PERIODS PER YEAR

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
101	689.13	723.59	759.77	797.76	837.65	879.53	923.50
102	706.36	741.68	778.76	817.70	858.59	901.52	946.59
103	723.59	759.77	797.76	837.65	879.53	923.50	969.68
104	741.68	778.76	817.70	858.59	901.52	946.59	993.92
105	759.77	797.76	837.65	879.53	923.50	969.68	1,018.16
106	778.76	817.70	858.59	901.52	946.59	993.92	1,043.62
107	797.76	837.65	879.53	923.50	969.68	1,018.16	1,069.07
108	817.70	858.59	901.52	946.59	993.92	1,043.62	1,095.80
109	837.65	879.53	923.50	969.68	1,018.16	1,069.07	1,122.52
110	858.59	901.52	946.59	993.92	1,043.62	1,095.80	1,150.59
111	879.53	923.50	969.68	1,018.16	1,069.07	1,122.52	1,178.65
112	901.52	946.59	993.92	1,043.62	1,095.80	1,150.59	1,208.12
113	923.50	969.68	1,018.16	1,069.07	1,122.52	1,178.65	1,237.58
114	946.59	993.92	1,043.62	1,095.80	1,150.59	1,208.12	1,268.52
115	969.68	1,018.16	1,069.07	1,122.52	1,178.65	1,237.58	1,299.46
116	993.92	1,043.62	1,095.80	1,150.59	1,208.12	1,268.52	1,331.95
117	1,018.16	1,069.07	1,122.52	1,178.65	1,237.58	1,299.46	1,364.43
118	1,043.62	1,095.80	1,150.59	1,208.12	1,268.52	1,331.95	1,398.55
119	1,069.07	1,122.52	1,178.65	1,237.58	1,299.46	1,364.43	1,432.66
120	1,095.80	1,150.59	1,208.12	1,268.52	1,331.95	1,398.55	1,468.47
121	1,122.52	1,178.65	1,237.58	1,299.46	1,364.43	1,432.66	1,504.29
122	1,150.59	1,208.12	1,268.52	1,331.95	1,398.55	1,468.47	1,541.90
123	1,178.65	1,237.58	1,299.46	1,364.43	1,432.66	1,504.29	1,579.50
124	1,208.12	1,268.52	1,331.95	1,398.55	1,468.47	1,541.90	1,618.99
125	1,237.58	1,299.46	1,364.43	1,432.66	1,504.29	1,579.50	1,658.48
126	1,268.52	1,331.95	1,398.55	1,468.47	1,541.90	1,618.99	1,699.94
127	1,299.46	1,364.43	1,432.66	1,504.29	1,579.50	1,658.48	1,741.40
128	1,331.95	1,398.55	1,468.47	1,541.90	1,618.99	1,699.94	1,784.94
129	1,364.43	1,432.66	1,504.29	1,579.50	1,658.48	1,741.40	1,828.47
130	1,398.55	1,468.47	1,541.90	1,618.99	1,699.94	1,784.94	1,874.19
131	1,432.66	1,504.29	1,579.50	1,658.48	1,741.40	1,828.47	1,919.90
132	1,468.47	1,541.90	1,618.99	1,699.94	1,784.94	1,874.19	1,967.90
133	1,504.29	1,579.50	1,658.48	1,741.40	1,828.47	1,919.90	2,015.89
134	1,541.90	1,618.99	1,699.94	1,784.94	1,874.19	1,967.90	2,066.29
135	1,579.50	1,658.48	1,741.40	1,828.47	1,919.90	2,015.89	2,116.69
136	1,618.99	1,699.94	1,784.94	1,874.19	1,967.90	2,066.29	2,169.61
137	1,658.48	1,741.40	1,828.47	1,919.90	2,015.89	2,116.69	2,222.52
138	1,699.94	1,784.94	1,874.19	1,967.90	2,066.29	2,169.61	2,278.09
139	1,741.40	1,828.47	1,919.90	2,015.89	2,116.69	2,222.52	2,333.65
140	1,784.94	1,874.19	1,967.90	2,066.29	2,169.61	2,278.09	2,391.99
141	1,828.47	1,919.90	2,015.89	2,116.69	2,222.52	2,333.65	2,450.33
142	1,874.19	1,967.90	2,066.29	2,169.61	2,278.09	2,391.99	2,511.59
143	1,919.90	2,015.89	2,116.69	2,222.52	2,333.65	2,450.33	2,572.85
144	1,967.90	2,066.29	2,169.61	2,278.09	2,391.99	2,511.59	2,637.17
145	2,015.89	2,116.69	2,222.52	2,333.65	2,450.33	2,572.85	2,701.49
146	2,066.29	2,169.61	2,278.09	2,391.99	2,511.59	2,637.17	2,769.03
147	2,116.69	2,222.52	2,333.65	2,450.33	2,572.85	2,701.49	2,836.56
148	2,169.61	2,278.09	2,391.99	2,511.59	2,637.17	2,769.03	2,907.48
149	2,222.52	2,333.65	2,450.33	2,572.85	2,701.49	2,836.56	2,978.39
150	2,278.09	2,391.99	2,511.59	2,637.17	2,769.03	2,907.48	3,052.85
151	2,333.65	2,450.33	2,572.85	2,701.49	2,836.56	2,978.39	3,127.31
152	2,391.99	2,511.59	2,637.17	2,769.03	2,907.48	3,052.85	3,205.50
153	2,450.33	2,572.85	2,701.49	2,836.56	2,978.39	3,127.31	3,283.67
154	2,511.59	2,637.17	2,769.03	2,907.48	3,052.85	3,205.50	3,365.77
155	2,572.85	2,701.49	2,836.56	2,978.39	3,127.31	3,283.67	3,447.86
156	2,637.17	2,769.03	2,907.48	3,052.85	3,205.50	3,365.77	3,534.06
157	2,701.49	2,836.56	2,978.39	3,127.31	3,283.67	3,447.86	3,620.25
158	2,769.03	2,907.48	3,052.85	3,205.50	3,365.77	3,534.06	3,710.76
159	2,836.56	2,978.39	3,127.31	3,283.67	3,447.86	3,620.25	3,801.26
160	2,907.48	3,052.85	3,205.50	3,365.77	3,534.06	3,710.76	3,896.30
161	2,978.39	3,127.31	3,283.67	3,447.86	3,620.25	3,801.26	3,991.33
162	3,052.85	3,205.50	3,365.77	3,534.06	3,710.76	3,896.30	4,091.11
163	3,127.31	3,283.67	3,447.86	3,620.25	3,801.26	3,991.33	4,190.89
164	3,205.50	3,365.77	3,534.06	3,710.76	3,896.30	4,091.11	4,295.67
165	3,283.67	3,447.86	3,620.25	3,801.26	3,991.33	4,190.89	4,400.44
166	3,365.77	3,534.06	3,710.76	3,896.30	4,091.11	4,295.67	4,510.45
167	3,447.86	3,620.25	3,801.26	3,991.33	4,190.89	4,400.44	4,620.46
168	3,534.06	3,710.76	3,896.30	4,091.11	4,295.67	4,510.45	4,735.98
169	3,620.25	3,801.26	3,991.33	4,190.89	4,400.44	4,620.46	4,851.48
170	3,710.76	3,896.30	4,091.11	4,295.67	4,510.45	4,735.98	4,972.77
171	3,801.26	3,991.33	4,190.89	4,400.44	4,620.46	4,851.48	5,094.06
172	3,896.30	4,091.11	4,295.67	4,510.45	4,735.98	4,972.77	5,221.41
173	3,991.33	4,190.89	4,400.44	4,620.46	4,851.48	5,094.06	5,348.76
174	4,091.11	4,295.67	4,510.45	4,735.98	4,972.77	5,221.41	5,482.48
175	4,190.89	4,400.44	4,620.46	4,851.48	5,094.06	5,348.76	5,616.20
176	4,295.67	4,510.47	4,736.00	4,972.80	5,221.43	5,482.51	5,756.63
177	4,400.37	4,620.39	4,851.41	5,093.98	5,348.68	5,616.11	5,896.92
178	4,510.48	4,736.00	4,972.80	5,221.44	5,482.51	5,756.64	6,044.47
179	4,620.39	4,851.41	5,093.98	5,348.68	5,616.12	5,896.92	6,191.77
180	4,735.99	4,972.79	5,221.43	5,482.50	5,756.63	6,044.46	6,346.68
181	4,851.41	5,093.98	5,348.68	5,616.11	5,896.92	6,191.76	6,501.35
182	4,972.79	5,221.43	5,482.50	5,756.62	6,044.46	6,346.68	6,664.01
183	5,093.98	5,348.68	5,616.11	5,896.92	6,191.77	6,501.35	6,826.42
184	5,221.43	5,482.50	5,756.62	6,044.45	6,346.68	6,664.01	6,997.21
185	5,348.68	5,616.11	5,896.92	6,191.76	6,501.35	6,826.42	7,167.74
186	5,482.50	5,756.63	6,044.46	6,346.68	6,664.02	6,997.22	7,347.08
187	5,616.11	5,896.92	6,191.76	6,501.35	6,826.42	7,167.74	7,526.13
188	5,756.63	6,044.46	6,346.68	6,664.01	6,997.21	7,347.08	7,714.43
189	5,896.92	6,191.76	6,501.35	6,826.42	7,167.74	7,526.13	7,902.43
190	6,044.45	6,346.68	6,664.01	6,997.21	7,347.07	7,714.42	8,100.14
191	6,191.76	6,501.35	6,826.42	7,167.74	7,526.12	7,902.43	8,297.55
192	6,346.68	6,664.02	6,997.22	7,347.08	7,714.43	8,100.15	8,505.16
193	6,501.35	6,826.42	7,167.74	7,526.13	7,902.44	8,297.56	8,712.44
194	6,664.01	6,997.21	7,347.08	7,714.43	8,100.15	8,505.16	8,930.42
195	6,826.42	7,167.75	7,526.13	7,902.44	8,297.56	8,712.44	9,148.06
196	6,997.22	7,347.08	7,714.43	8,100.15	8,505.16	8,930.42	9,376.94
197	7,167.75	7,526.14	7,902.44	8,297.56	8,712.44	9,148.06	9,605.47
198	7,347.07	7,714.42	8,100.15	8,505.15	8,930.41	9,376.93	9,845.78
199	7,528.14	7,902.44	8,297.56	8,712.44	9,148.06	9,605.47	10,085.74
200	7,714.42	8,100.14	8,505.15	8,930.41	9,376.93	9,845.77	10,338.06

EXHIBIT "D"



CITY OF SUSANVILLE

Residency Policy for Employees with Emergency/Urgent Response Duties

Adopted _____, Last Updated _____

1. Introduction

This policy establishes a requirement for all employees in the below-mentioned job categories to reside within a reasonable proximity to their place of employment to allow them to respond within the timeframes set forth below. This policy applies to employees in the below-mentioned job categories hired by the City of Susanville after this policy takes effect and to current employees of the City of Susanville in the below-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

The job categories for which this policy applies are:

- A. All sworn officers working for the City of Susanville Police Department. This includes but is not limited to: full-time sworn officers (including supervisors), part-time sworn officers and reserve officers.
- B. All City of Susanville Fire Department personnel (including supervisors).
- C. All City of Susanville Public Works personnel (including supervisors).

2. Requirements

The following requirements apply to each employee hired by the City of Susanville after this policy takes effect in the above-mentioned job categories and to current employees in the above-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

- A. For purposes of this policy, RESIDENCE means the house or other fixed abode where the employee lives full time, the address of which the employee must have on file with the City.
- B. The RESIDENCE of the employee must be within a 35-minute drive of the department office applicable to the employee's employment with the City. For example, public works employees' department office will be the public works department office.
- C. The drive time of the employee will be determined by entering the address of the employee residence and the location of his or her respective department office in the City of Susanville into an internet based mapping system selected at the sole discretion of the City, such as Google Maps assuming fair-whether driving conditions. A copy of the printout of the mapping system showing drive time from the department office to the residence will be kept by the City.

- D. When instructed by his or her employer or supervisor, each employee must respond to an emergency or urgent situation connected to his or her employment with the City of Susanville. An exception to this requirement is when the employee is on a previously authorized vacation or other approved leave, or has traveled outside of a 150-mile radius of the department office applicable to that City employee.
- E. Employees will be compensated as currently outlined in their respective Memorandum of Understanding and Employee Handbook and will not be eligible for any additional compensation as a result of these requirements.

3. Purpose

The above-mentioned job categories include critical job functions that require the employees who perform the jobs to respond to emergency or urgent situations connected to their employment with the City of Susanville. From time to time, emergency or urgent situations arise and additional employees must be called to assist with the urgent or emergency situation. The City of Susanville is located in the high desert and weather conditions such as rain, snow, ice and wind cause road closures, making it difficult for employees to report to their place of employment at various times throughout the year if the location of the employee's RESIDENCE requires too much time to arrive at the worksite. Varied road types including but not limited to mountain passes, unmaintained dirt roads and steep windy roads surrounding the City of Susanville make it necessary for the proximity of the employee to his or her place of employment or the city limits to be measured in drive time and not miles. To protect the health, safety and welfare of the people and property within the City of Susanville during emergencies or urgent situations, employees with the above-mentioned job descriptions must be able to respond to an emergency or urgent situation within a reasonable time. Requiring future employees or current employees who change their residence after this policy takes effect to live within a 35-minute drive of his or her place of employment best serves the legitimate interests of the City.

4. Violation of Policy

Violation of this policy will result in a notice to cure the violation within 30 days. Failure to cure the violation within 30 days will result in termination of employment within 14 days of the deadline to cure the violation.

AGENDA ITEM NO. 6.F
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Marci Rojas, Public Works

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No 23-6163**, terminating Airport Ground Lease with Fredric L.(Les) Evans and approving new Airport Ground Lease Agreement with Dale Miller for Hangar #30 at the Susanville Municipal Airport

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: On July 5,2023 the City Council was presented with the option of purchasing Hangar #30, owned by Fredric L.(Les) Evans for the amount of \$50,000.00. The City Council declined the purchase of the hangar. Fredric L.(Les) Evans identified a buyer of said hangar and sold the hangar to Dale Miller on June 22, 2023. Dale Miller has taken possession of Hangar #30 and is required to execute a new Airport Ground Lease Agreement for Hangar #30.

FISCAL IMPACT: Annual ground lease rent subject to terms of lease agreement

ACTION REQUESTED: Motion to approve Resolution No. 23-6163, terminating Airport Ground Lease with Fredric L.(Les) Evans and authorize Mayor to execute an Airport Ground Lease Agreement with Dale Miller.

ATTACHMENTS:
[Signed Bill of Sale Hangar Lot 30.pdf](#)
[Ground Lease _hangar 30.doc](#)
[23-6163.pdf](#)

AIRPLANE HANGAR BILL OF SALE

This sale agreement is made by and between (Seller) Fredric L. (Les) Evans by Julie L. Johnston, Attorney in Fact, address c/o PO Box 1111, Susanville, CA 96130,

and (Buyer) Dale Miller, address 1970 N Leslie Street PMB887, Pahrump, NV 89060.

With the signing of this Sale Agreement and the Buyer transferring the total purchase price of Fifty Thousand and no/100 Dollars (\$50,000.00) to the Seller, the Seller hereby sells and forever transfers the ownership of the airplane hangar described below, to the Buyer.

Description of the airplane hangar being sold:

Airport location name: Susanville Municipal Airport, 471-920 Johnstonville Drive,
Susanville, CA 96130. Site: Hanger # 30

Seller represents and warrants that it has full and good title to the described airplane hangar, full authority to sell and transfer the same, and that the airplane hangar being sold is free and clear of all liens, encumbrances, liabilities, and adverse claims, of every nature and description.

Buyer understands that the airplane hangar is being sold in its present condition "as is" and "where is" and that Seller disclaims any implied warranty of condition or function, or any responsibility thereof.

Authorizing signatures:

Dated: June 23, 2023

Fredric L. Evans by Julie L. Johnston, AIF
Fredric L. "Les" Evans, Seller
By Julie L. Johnston, Attorney in Fact

Dated: June 22, 2023

Dale Miller
Dale Miller, Buyer

Down payment of \$2000.⁰⁰ received from Buyer Dale Miller on June 22, 2023.
The remaining balance of \$48000.⁰⁰ is payable upon approval of the sale by the City of Susanville, for the total purchase price of \$50,000.

[Signature]
Initials Seller

[Signature]
Initials Buyer

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

THIS LEASE, made this 2nd day of August 2023, between the CITY OF SUSANVILLE, a municipal corporation, organized and existing under the laws of the State of California, hereinafter referred to as "Lessor", and Dale Miller address: 1970 N Leslie St. PMB887 Pahrump, NV 89060 County of Nye, State of Nevada, hereinafter referred to as "Lessee", on the following terms and conditions:

1. Lessor does hereby lease to Lessee, for a term of five (5) years from the date hereof, unless sooner terminated as set forth herein, a certain parcel of land described a Hangar Lot #30, hereinafter referred to as the "Leased Premises", located at the Susanville Municipal Airport and legally described as follows: 471-920 Johnstonville Rd. Hangar Lot 30, Susanville, Ca 96130

SEE EXHIBIT "A" ATTACHED HERETO

(a) Lessee shall provide a hangar building plan for approval prior to any Lease execution for use as an airplane hangar. Completion of said hangar shall be no more than eighteen (18) months from the date of execution of lease. The rent shall be \$492926545 per square foot per year, for the area including the space occupied by the hangar only which rent is payable in 12 equal installments monthly in advance on the first day of each and every month. Said rent shall be increased on an annual basis as set forth below.

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

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

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

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

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

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

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

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

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

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

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

8. Should the Master Plan for the Susanville Municipal Airport, or any amendments thereto, require moving of Lessee's hangar, such relocation shall not be required until the City of Susanville places the Master Plan into effect, and only when the City Council has agreed that the Master Plan is feasible

and should be placed into operation. Any relocation of said hangar, however, shall be made so as not to interfere with any construction or other work occurring under the Master Plan. All cost of hangar relocation shall be the responsibility of Lessee.

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

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

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

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

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

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

15. Lessee further agrees and covenants that (1) no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

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

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

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

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

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

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

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

The lessee will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction

program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Lessor by **Resolution No. 23-6163** of the City Council of the City of Susanville, has caused this Lease to be executed by the Mayor and the Clerk, and the said Lessee has executed this Lease the day and year first above written.

CITY OF SUSANVILLE
LESSOR:

Quincy McCourt, Mayor

Attest:

Heidi Whitlock, City Clerk

LESSEE:

Type Name: Dale Miller

Type Name:

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

Approved as to Form:

Margaret Long, City Attorney

EXHIBIT “A”

Legal Description

EXHIBIT “B”

Airport Sponsors Assurances

A. General.

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

B. Duration and Applicability.

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

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

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

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq. ¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. ^{1,2}
- f. National Historic Preservation Act of 1966-Section 106-16 U.S.C. 470(f). ¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c. ¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a. ¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq. ¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373. ¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq. ¹
- t. Copeland Anti-kickback Act - 18 U.S.C. 874. ¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq. ¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. ²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

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

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice for Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates. ¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- f. 29 CFR Part 5 - Labor standards provision applicable to contracts covering federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official

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act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.
- 3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
- 4. **Good Title.**
 - a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
 - b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
- 5. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise program implementation project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.

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

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

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

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

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

19. Operation and Maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

25. **Airport Revenues.**

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

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

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

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

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

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

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

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

29. Airport Layout Plan.

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

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

31. Disposal of Land.

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

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

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

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

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

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

EXHIBIT "C"

COMMERCIAL OPERATOR'S LICENSE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2021, by and between the CITY OF SUSANVILLE, a municipal corporation and political subdivision of the State of California, hereinafter referred to as "Owner", and _____, address: _____, hereinafter referred to as "Commercial Operator";

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

LIST AUTHORIZED ACTIVITIES

2. The term of this Agreement is for a period of 5 years, from _____, 20____ to _____, 20____ and including _____.
3. This Agreement includes the provisions of those certain "Minimum Standards for Commercial Operators" adopted by the City of Susanville by Resolution, for general aviation at said Airport, a copy of which is attached hereto as Exhibit "C1", and any amendments, deletions, or additions thereto. These minimum standards and requirements for fixed base operations shall be required of and shall apply equally to all such commercial operators at said Airport. Owner specifically covenants and agrees that all such services defined in the above referenced minimum standards shall be confined to commercial operators meeting said standards. Said minimum standards stipulate the nature and amount of aeronautical activities and services required of all commercial operators at said airport, insurance requirements, financial investment required, and the specific licenses required.
4. Commercial Operator agrees to operate all activities authorized by this Agreement for the use and benefit of the public and to make available to the public on fair and reasonable terms all services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, Commercial Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Commercial Operator agrees that rates and charges for such activities and services shall be fixed by Commercial Operator subject to the City Council's concurrence and approval. In the event of disputes as to reasonableness, it is expressly understood by Commercial Operator that final determination will be reserved to the City of Susanville. All services offered by Commercial Operator will be performed with promptness and courtesy. It is expressly understood that nothing herein shall be construed to grant or authorized the granting of exclusive rights within the meaning of Section 308 (a) of the Federal Aviation Act of 1958, as amended. Commercial Operator shall be responsible for the actions of all its employees and shall render Owner safe and harmless from responsibility for any actions of negligence of Commercial Operator's employees engaged in these aeronautical activities and service. Commercial Operator will obtain at its own expense public liability insurance with limits of \$1,000,000.00 as to personal injury or death, and \$1,000,000.00 as to property damages to protect Owner from actions resulting from the Commercial Operator's activities at the Airport. Commercial Operator further agrees to keep the area where Commercial Operator performs the activities in a neat and orderly manner, free of offensive or dangerous materials or conditions.

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

CITY OF SUSANVILLE

COMMERCIAL OPERATOR

Mendy Schuster, Mayor

Name:

(Approved by City Council on _____)

ATTEST:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM:

Margaret Long, City Attorney

EXHIBIT "C1"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL OPERATOR CATEGORIES

CATEGORY A. FLIGHT INSTRUCTION AND AIRCRAFT RENTAL:

A COMMERCIAL OPERATOR in this Category shall:

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

CATEGORY B. AIRCRAFT CHARTER AND TAXI:

A COMMERCIAL OPERATOR in this Category shall:

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

CATEGORY C. CROP DUSTING AND SPRAYING:

A COMMERCIAL OPERATOR in this Category shall:

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

CATEGORY D. AIRCRAFT SALES:

A COMMERCIAL OPERATOR in this Category shall:

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

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

A COMMERCIAL OPERATOR in this Category shall:

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

CATEGORY F. RADIO AND INSTRUMENT:

A COMMERCIAL OPERATOR in this Category shall:

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

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

A COMMERCIAL OPERATOR in this Category shall:

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

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

CATEGORY H. FLYING CLUBS:

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

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

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

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

CATEGORY I. OTHER:

A COMMERCIAL OPERATOR in this Category shall:

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

EXHIBIT “D”

ORDINANCE NO. 87-697

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

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

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

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

CHAPTER 3

AIRPORTS AND AIRPLANES.⁶

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

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

SEC. 3.1. Generally

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

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

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

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

SEC 3.2 Purpose

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

SEC. 3.3. Definitions

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

of the terminal building and south of the primary taxiway.

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

SEC. 3.4 Application and Authority

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

SEC. 3.5. Pilot Qualifications and Aircraft Certification

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

SEC. 3.6 Airport Operations

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

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

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

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

emergency, on Susanville Unicom (122.8).

- (3) Aircraft entering or leaving the traffic pattern shall exercise extreme caution and shall not cause other aircraft already in the pattern to deviate from their courses;
- (4) Such charts and visual diagrams as are necessary to display the authorized traffic patterns shall be adopted by resolution and by reference made a part of this chapter.

(s) Communication with Susanville UNICOM. Pilots of aircraft equipped with a communication radio shall observe the following procedures:

- (1) All traffic inbound to the airport shall continuously monitor 122.8 Megahertz and, when approximately ten (10) miles from the airport, call Susanville UNICOM for airport advisory on surface weather conditions and airfield conditions;
- (2) In the event Susanville UNICOM does not reply, the inbound pilot shall broadcast "in the blind" to the Susanville TRAFFIC, stating position and intentions;
- (3) Departing pilots shall monitor 122.8 Megahertz, broadcasting their positions and intentions to Susanville TRAFFIC.

(t) Annual report of airport operator. Subject to the express or implied terms of any contract between the City and any person for the operation of the municipal airport which is in effect upon the effective date of this Ordinance, the operator of the airport shall annually, on the first day of July of each year, render to the City Council an activity report which report shall show:

The number of aircraft tie downs available at the airport;

The number of aircraft based upon the airport;

The number of hangars situated in and upon the airport;

The number of gallons of aviation fuel sold at the airport during the preceding twelve (12) month period; and

The number of takeoffs and landings made at the airport during the preceding twelve (12) month period.

SEC. 3.,7

Vehicle Regulations

(a) No person shall operate any surface vehicle upon the runways, taxiways, terminal operations, passenger area, designated fuel pump area or area between the fuel pumps and the Airport Operator's office and residence, without the authorization of the airport manager or a designee, provided that owners/drivers of surface vehicles may drive to their parked aircraft keeping clear of and yielding right-of-way to all aircraft.

(b) Drivers shall close the gates, if operational, behind themselves upon entering or leaving the airport, between the hours of f (5) P.M. and eight (8) A.M./

SEC 3.8

Commercial and Business Activities

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

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

SEC. 3.9 Liability of the City

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

SEC. 3.10 Comprehensive Insurance Requirements

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

SEC. 3.11. Penalties

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

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

SEC. 3.12 Enforcement

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

SEC. 3.13. Airport Safety Rules and Regulations

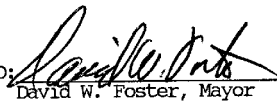
Safety rules and regulations, as established by the appropriate federal and state entities, are referred to and made a part of this chapter. Such additional safety rules and regulations as may be required by the City shall be adopted by resolution and by reference made a part of this chapter.

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

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

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

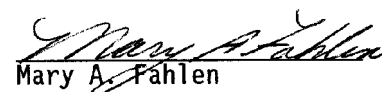
SECTION 4. The City Clerk shall cause this ordinance to be published at least once within 15 days after its passage in the Lassen Advocate, a newspaper of general circulation, printed, published and circulated within the City.

APPROVED: 
David W. Foster, Mayor

ATTEST: 
Mary A. Fahlen, City Clerk

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

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


Mary A. Fahlen

RESOLUTION NO. 23-6163
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
TERMINATING AIRPORT HANGAR GROUND LEASE AGREEMENT,
HANGAR #30 WITH FREDRIC L. (LES) EVANS AND AUTHORIZING MAYOR
TO EXECUTE AN AIRPORT HANGAR GROUND LEASE AGREEMENT,
HANGAR #30 WITH DALE MILLER

WHEREAS, Page 2, Paragraph 3 of the Airport Hangar Ground Lease Agreement, Hangar #30 requires the Lessee to first submit an offer in writing to the City to sell said Leased Premises and improvement to the City for the same amount as any bona fide offer received by Lessee for the fair market value, as the case may be; and

WHEREAS, on July 5, 2023, Fredric L. (Les) Evans offered to sell their interest in Hangar #30 to the City for \$50,000.00; and

WHEREAS, at its July 5, 2023, meeting, the City Council of the City of Susanville rejected purchase of Hangar #30 owned by Fredric L. (Les) Evans; and

WHEREAS, on June 22, 2023, Fredric L. (Les) Evans sold their interest in Hangar #30 to Dale Miller for \$50,000.00; and

WHEREAS, the Airport Ground Lease Agreement, Hangar #30 held by Fredric L. (Les) Evans needs to be terminated and a new Airport Ground Lease Agreement, Hangar #30 needs to be executed with Dale Miller as the new owner.

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

1. Airport Hangar Ground Lease Agreement, Hangar #30 held by Les Evans is hereby terminated; and
2. That Dale Miller is the new owner of Hangar #30 and has executed an Airport Ground Lease Agreement, Hangar #30 as required.

APPROVED: _____
Quincy McCourt, 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 2nd day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AGENDA ITEM NO. 6.G
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Dan Newton, Administrative Services

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6170**, authorizing Finance Manager to increase budget for Susanville Community Garden sink and electrical panel project in the amount of \$4,175.

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: In January 2022, the City Council approved the use of \$14,500 in ARPA funds to provide a storage shed, install an outdoor sink, pay for garden operations, and to replace the existing electrical panel at the Susanville Community Garden.

The storage shed was installed in the winter of 2022, and the outdoor sink has recently been completed. In FY 2023/2024, no ARPA funds were budgeted. Staff is requesting council authorize the Finance Manager to increase the FY 2023/2024 ARPA budget in the amount of \$4,175 to cover the cost of materials for the outdoor sink, with the remaining balance going to the service panel replacement.

FISCAL IMPACT: Increase budget in ARPA fund in the amount of \$4,175.

ACTION REQUESTED: Motion to approve Resolution 23-6170, authorizing Finance Manager to increase budget for Susanville Community Garden sink and electrical panel project in the amount of \$4,175.

ATTACHMENTS:
[23-6170.pdf](#)

AGENDA ITEM NO. 6.H
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Erik Edholm, Public Works

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6172**, amending Resolution No. 23-6155 and amending the adopted project list of street related maintenance, repair and improvement projects for Fiscal Year 2023-24 per the Road Repair and Accountability Act (RMRA) to include proposed completion schedules and estimated useful life of each project.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: On June 21, Council approved Resolution No. 23-6155 authorizing the Acting Public Works Director to submit the attached list of proposed eligible projects for the FY 2023-24 to the State so that funds for street related maintenance, repair and improvement as available through the RMRA program. The project list adopted through Resolution No. 23-6155 was too broad on the project locations. Resolution No. 23-6172 includes an amended project list that amends the project locations.

FISCAL IMPACT: Maintenance and rehabilitation funds through the RMRA program require a matching MOE from the General Fund each fiscal in the amount of \$166,717.00 in order to receive an estimated \$390,371.00 by the State (published in May 2023).

ACTION REQUESTED: Motion to approve Resolution No. 23-6172, amending resolution 23-6155 and authorizing the Acting Public Works Director to submit the attached amended list of proposed eligible projects for the FY 2023-24 to the State so that funds for street related maintenance, repair and improvement as available through the RMRA program.

ATTACHMENTS:
[23-6172.pdf](#)
[SB1 Proposed FY23-24 Project List.pdf](#)
[Amended SB1 Proposed FY23-24 Project List.pdf](#)

RESOLUTION NO. 23-6172
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
ADOPTING THE FISCAL YEAR 2023-2024 LIST OF PROJECTS FOR MAINTENANCE
FUNDED BY SB1 IN COMPLIANCE WITH THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017

WHEREAS, it is the desire of City of Susanville to acquire certain funds as made available from the State in compliance with the Road Repair and Accountability Act of 2017 (Chapter 5 of, Statutes of 2017) also known as Senate Bill 1 (SB 1) to address transportation funding shortfalls, and

WHEREAS, the City of Susanville is required to adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA) as created by SB1 which includes descriptions, locations and schedules of implementation along with useful life; and

WHEREAS, the City of Susanville adopted Resolution 23-6155 on June 21, 2023 adopting the attached list of candidate streets identified as Exhibit 'A' to be funded in-part or solely with FY 23/24 RMRA revenues for the purpose of maintenance measures and to secure funds from the State in compliance with Senate Bill 1 and the Road Repair and Accountability Act of 2017

WHEREAS, city staff was notified that the project list identified as Exhibit 'A' was too broad on project locations;

WHEREAS, city staff has amended project list identified as Exhibit 'A' with project list identified as Exhibit 'B';

WHEREAS, project list Exhibit 'B' includes more specific project locations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville does hereby amends Resolution 23-6155 and adopts the attached amended list of list candidate streets identified as Exhibit 'B' to be funded in-part or solely with FY 23/24 RMRA revenues for the purpose of maintenance measures and to secure funds from the State in compliance with Senate Bill 1 and the Road Repair and Accountability Act of 2017.

APPROVED: _____
Quincy McCourt, 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 2nd day of August 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

EXHIBIT 'A'

SUSANVILLE 'SB-1' PROJECT LIST Construction Cost Estimate FY 2023-2024				Project 1		Project 2		Project 3	
PROJECT SCOPE & PROGRAM REPORT -				PROJECT DESCRIPTION: STREET DRAINAGE REPAIR INCLUDING PCC CURB AND GUTTER AND ASPHALT DIKE.		PROJECT DESCRIPTION: HMA PAVEMENT OVERLAY ON LOCAL STREETS		PROJECT DESCRIPTION: MAINTENANCE ACTIVIES TO BE PERFORMED BY CITY FORCES INCLUDING: CULVERT CLEANING, ALLEY REPAIR, RIGHT OF WAY CLEARING, STREET SIGN UPGRADING, STOP BAR AND CROSSWALK STRIPING	
				PROJECT LOCATION: VARIOUS CITY STREETS		PROJECT LOCATION: VARIOUS CITY STREETS		PROJECT LOCATION: VARIOUS CITY STREETS	
				ESTIMATED USEFUL LIFE: 20 YEARS		ESTIMATED USEFUL LIFE: 20 YEARS		ESTIMATED USEFUL LIFE: 4 YEARS	
				PROPOSED SCHEDULE FOR COMPLETION: JUNE 2024		PROPOSED SCHEDULE FOR COMPLETION: SEPTEMBER 2023		PROPOSED SCHEDULE FOR COMPLETION: JUNE 2024	
Item No.	Item Description	Unit	Unit Price	Quantity	Total	Quantity	Total	Quantity	Total
0	DESIGN/ENVIRONMENTAL/ADV/BID/SWPPP (2%)	LS	\$ -	0	\$ 1,818.18	0	\$ 2,143.37	1	\$ -
1	MOBILIZATION/DEMOBILIZATION (NOT TO EXCEED 5%)	LS	\$ -	1	\$ 4,545.45	0	\$ 5,358.42	1	\$ -
2	PG 64-28 HMA TYPE 'A' or 'B' ASPHALT	TON	\$ 135.00	0	\$ -	650	\$ 87,750.00	0	\$ -
3	EXISTING ASPHALT GRINDING OR REMOVAL	SY	\$ 4.40	0	\$ -	1,491	\$ 6,558.28	0	\$ -
4	MISC. ASPHALT PAVEMENT CUT REPAIR, PLUG FOR C&G, VG REPLACEMENT	SF	\$ 11.00	0	\$ -	0	\$ -	0	\$ -
5	TYPE 'E' ASPHALT DIKE	LF	\$ 11.00	0	\$ -	0	\$ -	0	\$ -
6	PCC VALLEY GUTTER	SF	\$ 49.50	0	\$ -	0	\$ -	0	\$ -
7	PCC SIDEWALK / DRIVEWAY REPAIR (INCLUDES AB CLASS II)	SF	\$ 27.50	0	\$ -	0	\$ -	0	\$ -
8	PCC CURB & GUTTER REPAIR (INCLUDES AB CLASS II)	LF	\$ 100.00	750	\$ 75,000.00	0	\$ -	0	\$ -
9	ASPHALT DIKE	LF	\$ 20.00	250	\$ 5,000.00	0	\$ -	0	\$ -
9	TRAFFIC STRIPING - YELLOW TYPE 21-WHITE STOP BAR PED XING	LF	\$ 1.11	0	\$ -	0	\$ -	0	\$ -
10	MAINTENANCE - CITY EMPLOYEE COST	LS	\$ -	0	\$ -	0	\$ -	1	\$ 70,140.00
11	MAINTENANCE - EQUIPMENT COST	LS	\$ -	0	\$ -	0	\$ -	1	\$ 63,136.50
12	MAINTENANCE - MATERIAL COST	LS	\$ -	0	\$ -	0	\$ -	1	\$ 33,201.00
13	TRAFFIC CONTROL (NOT TO EXCEED 5%)	LS	\$ -	0	\$ 4,545.45	0	\$ 5,358.42	0	\$ -
				SUBTOTAL \$ 89,091		SUBTOTAL \$ 105,025		SUBTOTAL \$ 166,478	
				10% CONT. \$ 8,909		10% CONT. \$ 10,503		\$ - \$ -	
				SUBTOTAL \$ 98,000		SUBTOTAL \$ 115,528		TOTAL \$ 166,478	
				CONSTRUCTION \$ 98,000		CONSTRUCTION \$ 115,528		CONSTRUCTION \$ 166,478	
				5% CON ENG \$ 4,900		5% CON ENG \$ 5,776		\$ -	
				TOTAL \$ 102,900		\$ 121,304		\$ 166,478	
						ESTIMATED TOTAL PROJECT COST \$		390,682	
						ESTIMATED SB1 FUNDING FY 23/24 \$		390,371	

EXHIBIT 'B'

AMENDED SUSANVILLE 'SB-1' PROJECT LIST Construction Cost Estimate FY 2023-2024				Project 1		Project 2		Project 3	
PROJECT SCOPE & PROGRAM REPORT -				PROJECT DESCRIPTION: STREET DRAINAGE REPAIR INCLUDING PCC CURB AND GUTTER AND ASPHALT DIKE.		PROJECT DESCRIPTION: HMA PAVEMENT OVERLAY ON LOCAL STREETS		PROJECT DESCRIPTION: MAINTENANCE ACTIVIES TO BE PERFORMED BY CITY FORCES INCLUDING: CULVERT CLEANING, ALLEY REPAIR, RIGHT OF WAY CLEARING, STREET SIGN UPGRADING, STOP BAR AND CROSSWALK STRIPING	
				PROJECT LOCATION: SOUTH STREET, ORCHARD STREET, FIRST STREET, THIRD STREET, FOURTH STREET, S LASSEN STREET, RIVERSIDE DRIVE. ALL LOCATIONS ARE SUBJECT TO CHANGE.		PROJECT LOCATION: RIVER STREET, PAIUTE STREET. ALL LOCATIONS ARE SUBJECT TO CHANGE.		PROJECT LOCATION: UPTOWN DISTRICT, NORTH CENTRAL DISTRICT, NORTH HIGHLANDS DISTRICT, SOUTH CENTRAL DISTRICT. ALL LOCATIONS ARE SUBJECT TO CHANGE.	
				ESTIMATED USEFUL LIFE: 20 YEARS		ESTIMATED USEFUL LIFE: 20 YEARS		ESTIMATED USEFUL LIFE: 4 YEARS	
				PROPOSED SCHEDULE FOR COMPLETION: JUNE 2024		PROPOSED SCHEDULE FOR COMPLETION: SEPTEMBER 2023		PROPOSED SCHEDULE FOR COMPLETION: JUNE 2024	
Item No.	Item Description	Unit	Unit Price	Quantity	Total	Quantity	Total	Quantity	Total
0	DESIGN/ENVIRONMENTAL/ADV/BID/SWPPP (2%)	LS	\$ -	0	\$ 1,818.18	0	\$ 2,143.37	1	\$ -
1	MOBILIZATION/DEMOBILIZATION (NOT TO EXCEED 5%)	LS	\$ -	1	\$ 4,545.45	0	\$ 5,358.42	1	\$ -
2	PG 64-28 HMA TYPE 'A' or 'B' ASPHALT	TON	\$ 135.00	0	\$ -	650	\$ 87,750.00	0	\$ -
3	EXISTING ASPHALT GRINDING OR REMOVAL	SY	\$ 4.40	0	\$ -	1,491	\$ 6,558.28	0	\$ -
4	MISC. ASPHALT PAVEMENT CUT REPAIR, PLUG FOR C&G, VG REPLACEMENT	SF	\$ 11.00	0	\$ -	0	\$ -	0	\$ -
5	TYPE 'E' ASPHALT DIKE	LF	\$ 11.00	0	\$ -	0	\$ -	0	\$ -
6	PCC VALLEY GUTTER	SF	\$ 49.50	0	\$ -	0	\$ -	0	\$ -
7	PCC SIDEWALK / DRIVEWAY REPAIR (INCLUDES AB CLASS II)	SF	\$ 27.50	0	\$ -	0	\$ -	0	\$ -
8	PCC CURB & GUTTER REPAIR (INCLUDES AB CLASS II)	LF	\$ 100.00	750	\$ 75,000.00	0	\$ -	0	\$ -
9	ASPHALT DIKE	LF	\$ 20.00	250	\$ 5,000.00	0	\$ -	0	\$ -
9	TRAFFIC STRIPING - YELLOW TYPE 21-WHITE STOP BAR PED XING	LF	\$ 1.11	0	\$ -	0	\$ -	0	\$ -
10	MAINTENANCE - CITY EMPLOYEE COST	LS	\$ -	0	\$ -	0	\$ -	1	\$ 70,140.00
11	MAINTENANCE - EQUIPMENT COST	LS	\$ -	0	\$ -	0	\$ -	1	\$ 63,136.50
12	MAINTENANCE - MATERIAL COST	LS	\$ -	0	\$ -	0	\$ -	1	\$ 33,201.00
13	TRAFFIC CONTROL (NOT TO EXCEED 5%)	LS	\$ -	0	\$ 4,545.45	0	\$ 5,358.42	0	\$ -
				SUBTOTAL \$ 89,091		SUBTOTAL \$ 105,025		SUBTOTAL \$ 166,478	
				10% CONT. \$ 8,909		10% CONT. \$ 10,503		\$ - \$ -	
				SUBTOTAL \$ 98,000		SUBTOTAL \$ 115,528		TOTAL \$ 166,478	
				CONSTRUCTION \$ 98,000		CONSTRUCTION \$ 115,528		CONSTRUCTION \$ 166,478	
				5% CON ENG \$ 4,900		5% CON ENG \$ 5,776		\$ -	
				TOTAL \$ 102,900		\$ 121,304		\$ 166,478	
								ESTIMATED TOTAL PROJECT COST \$ 390,682	
								ESTIMATED SB1 FUNDING FY 23/24 \$ 390,371	

AGENDA ITEM NO. 9.A
Discussion Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Bob Godman, Public Works

Action Date: August 2, 2023

SUBJECT: Update on the City's Natural Gas Enterprise

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY:

PURPOSE: This natural gas enterprise update report is intended to be the first formalized annual report in accordance with the proposed long-term natural gas purchase policy that is being submitted for city council approval. The components of the report, as listed in the proposed 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 (if approved).
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.

WINTER 22/23 AND NATURAL GAS SUPPLY: This past winter was cold and long, lifting gas demand 19 percent higher than the previous three-year average. Further, market prices for natural gas skyrocketed. In fact, gas prices peaked in December causing the city to purchase added supply at an average of \$30.17 per DTh to meet total gas demand. Fortunately, the city purchased most of its gas at reasonable fixed prices before winter, ranging from \$2.54 to \$6.00 per DTh. The reasons for the high prices this past winter were:

- Western U.S. natural gas storage levels were low going into winter.
- Interstate pipeline maintenance curtailments had been ongoing.
- Production had been reduced because of very low wholesale values during the pandemic.

- Exports of liquified natural gas (LNG) had increased overall demand on US supply.
- And finally, the socio-political factor that natural gas is now a greenhouse gas, rather than a clean fuel.

All these factors resulted in very high gas prices through winter and will continue to cause increased price volatility in the wholesale market.

The city's gas supply outcome for FY22/23 is illustrated in the bar chart below, and the details of costs are shown in the table following. The monthly market price portion highlighted in yellow is larger than expected because winter was so much colder than average, driving up demand.

The table below is complete for FY22/23. Most significant in the table are the winter costs for monthly market gas, shown reaching the average of \$30.17 for December. In fact, the peak day in December was \$47.21. Throughout the peak winter months staff worked with Dan Bergmann of IGService and the city's gas supplier, BP. Gas purchases were monitored daily to minimize purchases on the more expensive days.

For the next two winters, 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 June 30, 2023, at \$5.96 per DTh to complete this winter's fixed price purchases to 100 percent of projected requirements. These purchases are illustrated in the chart below.

Consistent with the proposed gas purchase policy, for this winter, purchases are complete for 100 percent of three-year-average requirements for November through March. Based on the current projection of remaining purchases at spot prices, this yields a total gas cost of \$1,127,000 (including Tuscarora), based on average winter demand. Considering that gas has been purchased at fixed prices for the most volatile winter months, and further that the winter gas is 79 percent of the annual total, the projected gas cost will be very close to actual.

FINANCIAL CONDITION OF GAS ENTERPRISE: The financial condition of the gas enterprise is good. This is explained below and supported by S&P Global Ratings revising on May 18, 2023, its credit rating of the natural gas bonds from a "negative outlook" to "stable," and they did this even following the severe winter.

The biggest gas enterprise operating cost component is the cost of natural gas itself. For FY22/23, the total wholesale gas cost, including Tuscarora gas transportation from Malin, Oregon to the Susanville City Gate, is \$1,561,000. This is \$453,000 or 41 percent more than gas costs for the previous year. However, because winter was colder than average, pushing demand up 19 percent above average, sales were also much higher through winter. In fact, revenue from rates for FY22/23 was \$5,280,000, which is \$641,000 higher than the previous year. All this excess winter revenue was available to pay for the excess gas cost because fixed costs were covered by rates set for an average volume year. The result is that the existing rates were adequate through the extremely cold winter.

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 \$3.9 million loan in 2020 made to the general fund to refinance partial CalPERS debt. The enterprise is also collecting interest on its relatively large fund balance projected to be \$6.7 million in July 2023. After the rate stabilization amount (also required by a bond covenant), over \$4.9 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.

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 is 1.64, much higher than the minimum of 1.25. The projected value for FY24 is 1.58, again exceeding the minimum criteria, and without increasing gas rates. This is contingent on purchasing winter gas at \$1,127,000 for the year. These expected results are outstanding. For example, for FY24 the minimum Net Revenue after Debt Service is required to be \$319,000, based on \$1,276,000 in debt payment; however, the actual amount is projected to be \$773,704 as shown in the table, much higher.

INFRASTRUCTURE NEEDS: The most pressing need is to achieve 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 severe winter of 23/24 because gas was purchased ahead of time at reasonable prices, and because cold temperatures drove sales up bringing in additional revenue available to pay for more expensive incremental gas. As future gas prices have settled, existing rates are anticipated to be adequate based on a return to average weather conditions. Adoption by city council of the proposed gas purchase policy will support stable operations of the gas enterprise.

FISCAL IMPACT: None

ACTION REQUESTED: Information Only

ATTACHMENTS:

[Gas Enterprise Update 2023 07 17.docx](#)

Reviewed by: ☐ City Administrator
☐ City Attorney

☐ Motion only
☐ Public Hearing
☐ Resolution
☐ Ordinance
☒ Information

CITY COUNCIL AGENDA ITEM

Submitted by: Bob Godman, Public Works Director

Prepared by: Dan Bergmann, IGService

Meeting Date: August 2, 2023

Subject: Natural Gas Enterprise Update

PURPOSE: This natural gas enterprise update report is intended to be the first formalized annual report in accordance with the proposed long-term natural gas purchase policy that is being submitted for city council approval. The components of the report, as listed in the proposed gas purchase policy are:

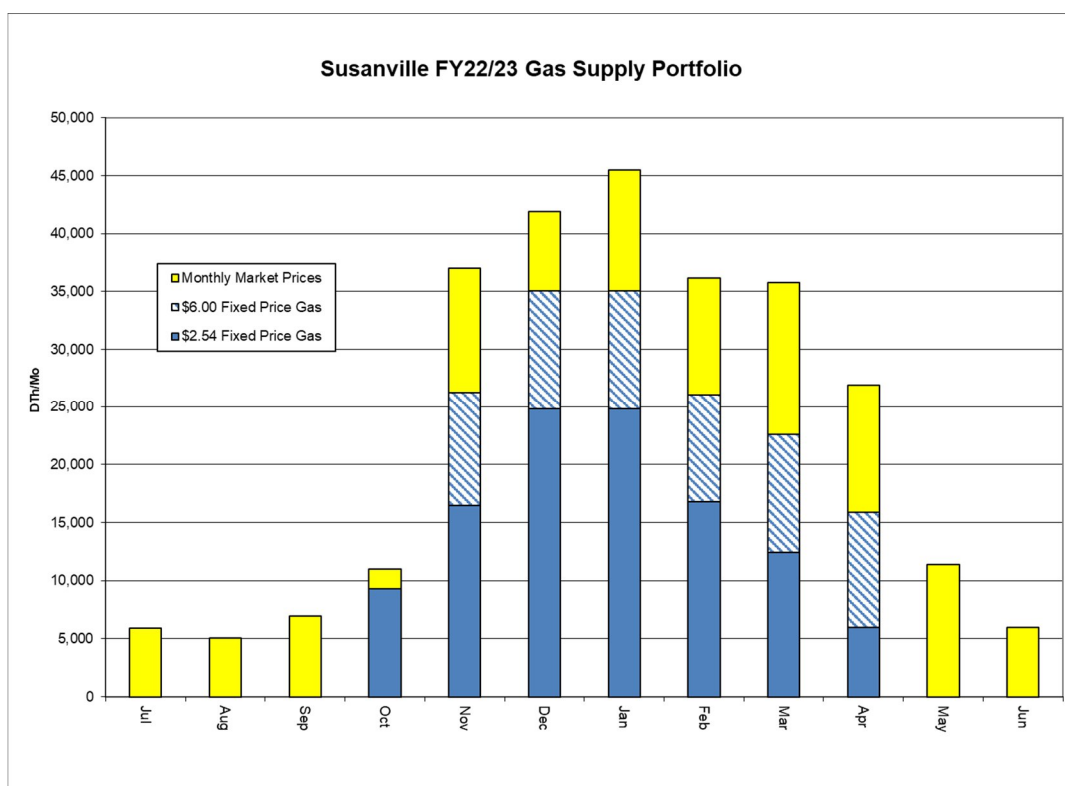
- a. The overall status of the City's natural gas supply portfolio, including purchases made since the previous report.
- b. Any proposed changes to the gas purchase policy (if approved).
- c. The financial condition of the natural gas enterprise fund, including the ability to cover bond debt, and the overall gas fund cash balance.
- d. The need for infrastructure improvements for repair, expansion, or to comply with federal safety requirements.
- e. The need for rate adjustments prior to the winter heating season.

WINTER 22/23 AND NATURAL GAS SUPPLY: This past winter was cold and long, lifting gas demand 19 percent higher than the previous three-year average. Further, market prices for natural gas skyrocketed. In fact, gas prices peaked in December causing the city to purchase added supply at an average of \$30.17 per DTh to meet total gas demand. Fortunately, the city purchased most of its gas at reasonable fixed prices before winter, ranging from \$2.54 to \$6.00 per DTh. The reasons for the high prices this past winter were:

- Western U.S. natural gas storage levels were low going into winter.
- Interstate pipeline maintenance curtailments had been ongoing.
- Production had been reduced because of very low wholesale values during the pandemic.
- Exports of liquified natural gas (LNG) had increased overall demand on US supply.
- And finally, the socio-political factor that natural gas is now a greenhouse gas, rather than a clean fuel.

All these factors resulted in very high gas prices through winter and will continue to cause increased price volatility in the wholesale market.

The city's gas supply outcome for FY22/23 is illustrated in the bar chart below, and the details of costs are shown in the table following. The monthly market price portion highlighted in yellow is larger than expected because winter was so much colder than average, driving up demand.

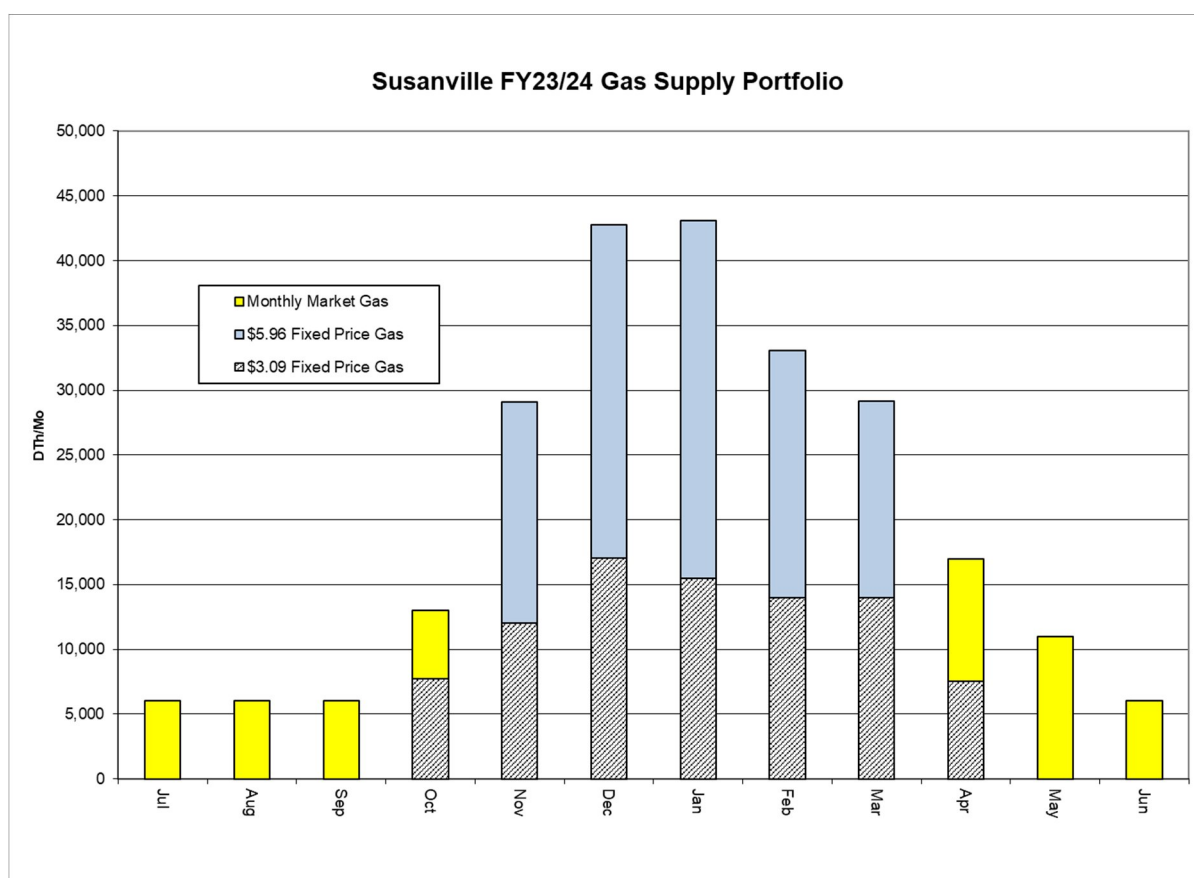


The table below is complete for FY22/23. Most significant in the table are the winter costs for monthly market gas, shown reaching the average of \$30.17 for December. In fact, the peak day in December was \$47.21. Throughout the peak winter months staff worked with Dan Bergmann of IGService and the city's gas supplier, BP. Gas purchases were monitored daily to minimize purchases on the more expensive days.

Susanville FY22/23 Gas Supply Portfolio																
	Net City	Nom	May 2018 Purchase			July 1, 2022 Purchase			Fixed Total			Monthly Market		Total DTh	Total Cost	
	DTh	DTh	DTh/d	DTh	\$/DTh	DTh/d	DTh	\$/DTh		DTh	%	DTh	\$/DTh			
Jul	5,390	5,880								0	0%	5,880	\$6.80	5,880	\$40,005	
Aug	5,150	5,065								0	0%	5,065	\$8.40	5,065	42,532	
Sep	6,409	6,970								0	0%	6,970	\$7.14	6,970	49,737	
Oct	12,303	11,025	300	9,300	\$2.54				300	9,300	84%	1,725	\$5.85	11,025	33,720	
Nov	35,580	36,981	550	16,500	\$2.54	325	9,750	\$5.980	875	26,250	71%	10,731	\$11.25	36,981	220,969	
Dec	43,480	41,890	800	24,800	\$2.54	330	10,230	\$5.995	1,130	35,030	84%	6,860	\$30.17	41,890	331,287	
Jan	45,043	45,480	800	24,800	\$2.54	330	10,230	\$5.995	1,130	35,030	77%	10,450	\$13.68	45,480	267,277	
Feb	37,513	36,140	600	16,800	\$2.54	330	9,240	\$5.995	930	26,040	72%	10,100	\$9.26	36,140	191,592	
Mar	38,018	35,770	400	12,400	\$2.54	330	10,230	\$5.995	730	22,630	63%	13,140	\$4.68	35,770	154,294	
Apr	22,144	26,895	200	6,000	\$2.54	330	9,900	\$5.995	530	15,900	59%	10,995	\$3.50	26,895	113,044	
May	11,784	11,400								0	0%	11,400	\$1.90	11,400	21,653	
Jun	6,623	6,280								0	0%	6,280	\$2.15	6,280	13,500	
Totals	269,437	269,776		110,600			59,580			170,180		99,596		269,776	\$1,480,000	
												Tuscarora Transport:		\$0.30	\$81,000	
															\$1,561,000	
										Weighted Average Cost Delivered to Susanville:						\$5.79

For the next two winters, 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 June 30, 2023, at \$5.96 per DTh to complete this winter's fixed price purchases to 100 percent of projected requirements. These purchases are illustrated in the chart below.

Consistent with the proposed gas purchase policy, for this winter, purchases are complete for 100 percent of three-year-average requirements for November through March. Based on the current projection of remaining purchases at spot prices, this yields a total gas cost of \$1,127,000 (including Tuscarora), based on average winter demand. Considering that gas has been purchased at fixed prices for the most volatile winter months, and further that the winter gas is 79 percent of the annual total, the projected gas cost will be very close to actual.



FINANCIAL CONDITION OF GAS ENTERPRISE: The financial condition of the gas enterprise is good. This is explained below and supported by S&P Global Ratings revising on May 18, 2023, its credit rating of the natural gas bonds from a “negative outlook” to “stable,” and they did this even following the severe winter.

The biggest gas enterprise operating cost component is the cost of natural gas itself. For FY22/23, the total wholesale gas cost, including Tuscarora gas transportation from Malin, Oregon to the Susanville City Gate, is \$1,561,000. This is \$453,000 or 41 percent more than gas costs for the previous year. However, because winter was colder than average, pushing demand up 19 percent above average, sales were also much higher through winter. In fact, revenue from

rates for FY22/23 was \$5,280,000, which is \$641,000 higher than the previous year. All this excess winter revenue was available to pay for the excess gas cost because fixed costs were covered by rates set for an average volume year. The result is that the existing rates were adequate through the extremely cold winter.

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 \$3.9 million loan in 2020 made to the general fund to refinance partial CalPERS debt. The enterprise is also collecting interest on its relatively large fund balance projected to be \$6.7 million in July 2023. After the rate stabilization amount (also required by a bond covenant), over \$4.9 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.

Susansville Gas Enterprise Revenues, Expenses, Debt Service, and Cash Balances								
	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	
	<u>Audited</u>	<u>Audited</u>	<u>Audited</u>	<u>Unaudited</u>	<u>Projected</u>	<u>Forecast</u>	<u>Forecast</u>	
MMBtu	225,000	216,000	222,000	239,000	269,000	242,000	242,000	
Operating Revenues								
Revenue from rates	\$4,684,703	\$4,464,812	4,156,547	4,638,335	5,280,000	4,800,000	4,823,000	
Transportation-only revenue	\$79,899	83,258	65,266	80,811	84,000	75,000	75,000	
Other Revenue	28,099	41,015	12,684	6,212	10,000	10,000	10,000	
Total Operating Revenue	4,792,701	4,589,085	4,234,497	4,725,358	5,374,000	4,885,000	4,908,000	
Operating Expenses								Inflation
Salaries and Benefits, except CalPERS	411,928	482,709	431,780	425,167	432,800	454,000	477,000	5%
CalPERS	59,263	144,981	99,085	48,000	48,000	48,000	48,000	
Internal Services (Admin/PW/Eng)	635,399	663,933	645,778	692,564	816,000	816,000	816,000	
Natural Gas Purchases, including Tuscarora	782,377	555,304	709,219	1,107,821	1,561,000	1,127,000	1,127,000	
Other Operating Expenses	232,860	282,233	356,771	352,000	360,000	378,000	397,000	5%
Building Rental	-	329,000	47,232	47,232	47,232	47,232	47,232	
Other Department Charges (Fire and Streets)	150,000	119,748	119,748	119,496	119,000	119,000	119,000	
Cost of Issuance Series 2019 (One time Cost)	-	404,116	-	-	-	-	-	
Total Operating Expenses	2,271,827	2,982,024	2,409,613	2,792,280	3,384,032	2,989,232	3,031,232	
Net Operating Income	2,520,874	1,607,061	1,824,884	1,933,078	1,989,968	1,895,768	1,876,768	
Non-Operating Income (Expense):								
Interest Income Fund Balance (2.00%)	155,205	144,300	53,748	69,873	114,940	134,941	153,486	
CalPERS Loan Interest Income (2.04%)	-	-	-	59,051	55,226	51,321	47,366	
POB Allocation	-	-	-	-	(72,326)	(72,326)	(72,326)	
Transfers In (Out)	(120,768)	(413,840)	-	-	-	-	-	
Total Non-Operating	34,437	(269,540)	53,748	128,924	97,840	113,936	128,526	
Net Income Available for Debt Service	2,555,311	1,337,521	1,878,632	2,062,002	2,087,808	2,009,704	2,005,294	
Debt Service	1,702,450	846,240	1,278,550	1,278,050	1,277,350	1,276,000	1,274,200	
Debt Service Coverage Ratio	1.50	1.58	1.47	1.61	1.63	1.58	1.57	
Net Revenue after Debt Service	852,861	491,281	600,082	783,952	810,458	733,704	731,094	
CalPERS Loan Principal (Resolution 20-5785)		(3,161,549)	182,038	185,786	189,612	193,516	197,501	
Cash Balance	5,893,850	3,933,437	4,777,248	5,746,986	6,747,056	7,674,276	8,602,870	
Rate Stabilization Fund (7402-2262-001)		(1,807,075)	(1,807,075)	(1,807,075)	(1,807,075)	(1,807,075)	(1,807,075)	
Cash Balance Reduced by Rate Stabilization		2,126,362	2,970,173	3,939,911	4,939,981	5,867,201	6,795,795	

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 is 1.64, much higher than the minimum of 1.25. The projected value for FY24 is 1.58, again exceeding the minimum criteria, and without increasing gas rates. This is contingent on purchasing winter gas at \$1,127,000 for the year. These expected results are outstanding. For example, for FY24 the minimum Net Revenue after Debt Service is required to be \$319,000, based on \$1,276,000 in debt payment; however, the actual amount is projected to be \$773,704 as shown in the table, much higher.

INFRASTRUCTURE NEEDS: The most pressing need is to achieve 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 severe winter of 23/24 because gas was purchased ahead of time at reasonable prices, and because cold temperatures drove sales up bringing in additional revenue available to pay for more expensive incremental gas. As future gas prices have settled, existing rates are anticipated to be adequate based on a return to average weather conditions. Adoption by city council of the proposed gas purchase policy will support stable operations of the gas enterprise.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Bob Godman, Public Works

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6164**, approving a long-term natural gas purchase policy and authorizing the City Administrator to sign for the purchase of wholesale natural gas consistent with the policy for the benefit of the Susanville Municipal Natural Gas Utility.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: **BACKGROUND:** Over the 22-year history of Susanville's gas system, natural gas supplies have generally been purchased ahead of time at fixed prices to provide cost stability, and in most cases, to achieve lower costs. However, the city has not had a formal gas purchase policy.

This past winter was cold and long, lifting gas demand 19 percent higher than the previous three-year average. Further, market prices for natural gas skyrocketed. In fact, gas prices peaked in December causing the city to purchase added supply at an average of \$30.17 per DTh to meet total gas demand. Fortunately, the city purchased most of its gas at reasonable fixed prices before winter, ranging from \$2.54 to \$6.00 per DTh. The reasons for the high prices this past winter were:

- Western U.S. natural gas storage levels were low going into winter.
- Interstate pipeline maintenance curtailments had been ongoing.
- Production had been reduced because of very low wholesale values during the pandemic.
- Exports of liquified natural gas (LNG) had increased overall demand on US supply.
- And finally, the socio-political factor that natural gas is now a greenhouse gas, rather than a clean fuel.

All these factors resulted in very high gas prices through winter and will continue to cause increased price volatility in the wholesale market. As a result, city staff would like to move to a formalized gas purchase policy. City staff continues to work with Dan Bergmann of IGService, who is an expert in natural gas in California and has served Susanville for 18 years.

DISCUSSION: Over a multi-year period, consistently purchasing winter gas in advance through a formalized gas purchase policy will prevent wholesale gas cost spikes. The policy also allows some flexibility to purchase gas during apparent cost dips. The city's bond rating agencies have also indicated that a formalized policy would be a positive for the annual credit reviews.

GAS PURCHASE STRATEGY AND POLICY: Winter is defined as November through March, which is the same as PG&E's defined winter months. Strategically, purchases shall be divided into up to three separate transactions for each winter, to purchase ahead up to 100 percent of the three-year average for each winter. Based on the three past winters (with volumes slightly lowered for shoulder months) the winter requirement is 192,000 DTh, which is 79 percent of the total annual load of 242,000 DTh. Accordingly, most of the city's gas requirements are for winter heating, which is when wholesale prices are most volatile, as demonstrated this past winter.

The proposed strategy is structured as follows:

1. Purchase one-third of winter supply three years ahead.
2. Purchase at least two-thirds of winter supply two years ahead.
3. Purchase all winter supplies prior to November of each winter.

The purchase increments are shown in the table and bar chart at the end of this report. During the first two years, the schedule is compressed to accomplish purchasing 100 percent of requirements prior to November of the first two winters, 23/24 and 24/25. Initial purchases for 23/24 and 24/25 were completed in July 2022 at a price of \$3.09, shown in the first column of the table. A second purchase was made on June 30, 2023, at \$5.96 per DTh to complete this winter's fixed price purchases to 100 percent of projected requirements. (Winter 23/24 is two purchases instead of three because gas already purchased was a larger volume.) The areas in yellow in the bar chart are purchases at monthly and daily market

prices during less volatile months.

The intent is the strategy is to create discipline and consistency in gas purchasing such that the City does not attempt to wait for “better” pricing that cannot be predicted because of volatility and uncertainty in the gas commodity market. For example, the strategy requires that the first purchase for winter 25/26 must be made no later than the end of November 2023. However, the strategy also allows purchases to be made opportunistically farther in advance than the specified purchase dates. For example, if three-year prices are favorable, all of the winter gas could be purchased out three years.

ANNUAL REPORTING: Finally, for accountability to the city council and the public, this strategy includes annual reporting to the city council to:

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.

Annual reporting shall be done by the end of August of each year to provide time to adjust natural gas rates for the oncoming winter. The accompanying resolution also gives authority to the City Administrator to execute gas purchase transactions.

FISCAL IMPACT:

The fiscal impact should be neutral over the long term; however, the purchase policy will avoid short-term spikes in wholesale gas cost.

ACTION REQUESTED:

Motion to approve Resolution No. 23-6164, approving a long-term natural gas purchase policy and authorizing the City Administrator to sign for the purchase of wholesale natural gas consistent with the

policy for the benefit of the Susanville Municipal Natural Gas Utility.

ATTACHMENTS:

[23-6164.pdf](#)

[3-Stage Winter Gas Purchasing.pdf](#)

RESOLUTION NO. 23-6164
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING A LONG-TERM NATURAL GAS PURCHASE POLICY

WHEREAS, the City of Susanville operates a municipal natural gas distribution utility beneficial to City residents and businesses; and

WHEREAS, during the winter of 2022/23, wholesale gas prices in the Western States demonstrated extreme price volatility; and

WHEREAS, wholesale gas market spikes can be avoided through the implementation of a structured long-term gas purchase policy for gas purchases at Malin, Oregon; and

WHEREAS, City staff has the ability and resources to implement a long-term gas purchase policy; and

WHEREAS, a formal long-term gas purchase policy will support positive bond credit ratings; and

WHEREAS, because of the increasing magnitude of natural gas prices and volatility, the City Council supports implementation of a long-term gas purchase policy including annual reporting on the condition of the natural gas enterprise.

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

1. City staff shall begin a long-term natural gas purchase policy as defined herein. Staff shall take steps to ensure reasonable pricing for the natural gas supply and may utilize outside consulting expertise in accordance with city approval processes.
2. Winter months for the purpose of the gas purchase policy are defined as November through March.
3. Advanced purchases for each winter shall be made in accordance with the dates in the table herein. At a minimum, purchases for each winter shall occur over a three-year period (except for the first two years, which contain the compressed schedule shown in the table).
4. Prior to November of each year, staff shall have purchased 100 percent of the three-year average demand for each month of the oncoming winter. The calculation of the three-year average demand volume may be updated following each winter.
5. Fixed-price purchases may be made sooner than the timing requirements shown in the table herein. Specifically, purchases may be made:
 - a. Ahead of the minimum timing requirements, and
 - b. Up to three years into the future, and
 - c. For all months, beyond winter, up to 100 percent of the three-year average for each month.

		Timeframe and Volumes for Natural Gas Purchases						
		7/22 \$3.09	By Nov-23	By Apr-24	By Nov-24	By Nov-25	By Nov-26	By Nov-27
Winter 23/24	10/1/2023	250	0					
	11/1/2023	400	570					
	12/1/2023	550	830					
	1/1/2024	500	890					
	2/1/2024	500	680					
	3/1/2024	450	490					
	4/1/2024	250	0					
Winter 24/25	10/1/2024	250		0	0			
	11/1/2024	400		300	270			
	12/1/2024	550		400	370			
	1/1/2025	500		400	390			
	2/1/2025	500		350	330			
	3/1/2025	450		250	240			
	4/1/2025	250		0	0			
Winter 25/26	11/1/2025	23/24 and	300		330	330		
	12/1/2025	24/25 at	400		460	460		
	1/1/2026	\$3.09	400		450	450		
	2/1/2026	done 7/22	400		400	400		
	3/1/2026		300		300	340		
Winter 26/27	11/1/2026				300	330	330	
	12/1/2026				400	460	460	
	1/1/2027				400	450	450	
	2/1/2027				400	400	400	
	3/1/2027				300	300	340	
Winter 27/28	11/1/2027					300	330	330
	12/1/2027					400	460	460
	1/1/2028					400	450	450
	2/1/2028					400	400	400
	3/1/2028					300	300	340

\$5.96 on
6/30/23
Nov-Mar

Units are DTh/day

6. The City Administrator is authorized to execute gas purchase and transportation agreements as needed for gas supply to the city. The rationale for each purchase shall be documented, including the date of the transaction, volumes, prices paid, market price trends, and market conditions.

7. City staff shall report to the City Council by the end of each August:

- The overall status of the City's natural gas supply portfolio, including purchases made since the previous report.
- Any proposed changes to the gas purchase policy.
- The financial condition of the natural gas enterprise fund, including the ability to cover bond debt, and the overall gas fund cash balance.
- The need for infrastructure improvements for repair, expansion, or to comply with federal safety requirements.
- The need for rate adjustments prior to the winter heating season.

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The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville held on the 2nd day of August 2023, by the following vote:

APPROVED: _____
Quincy McCourt, Mayor

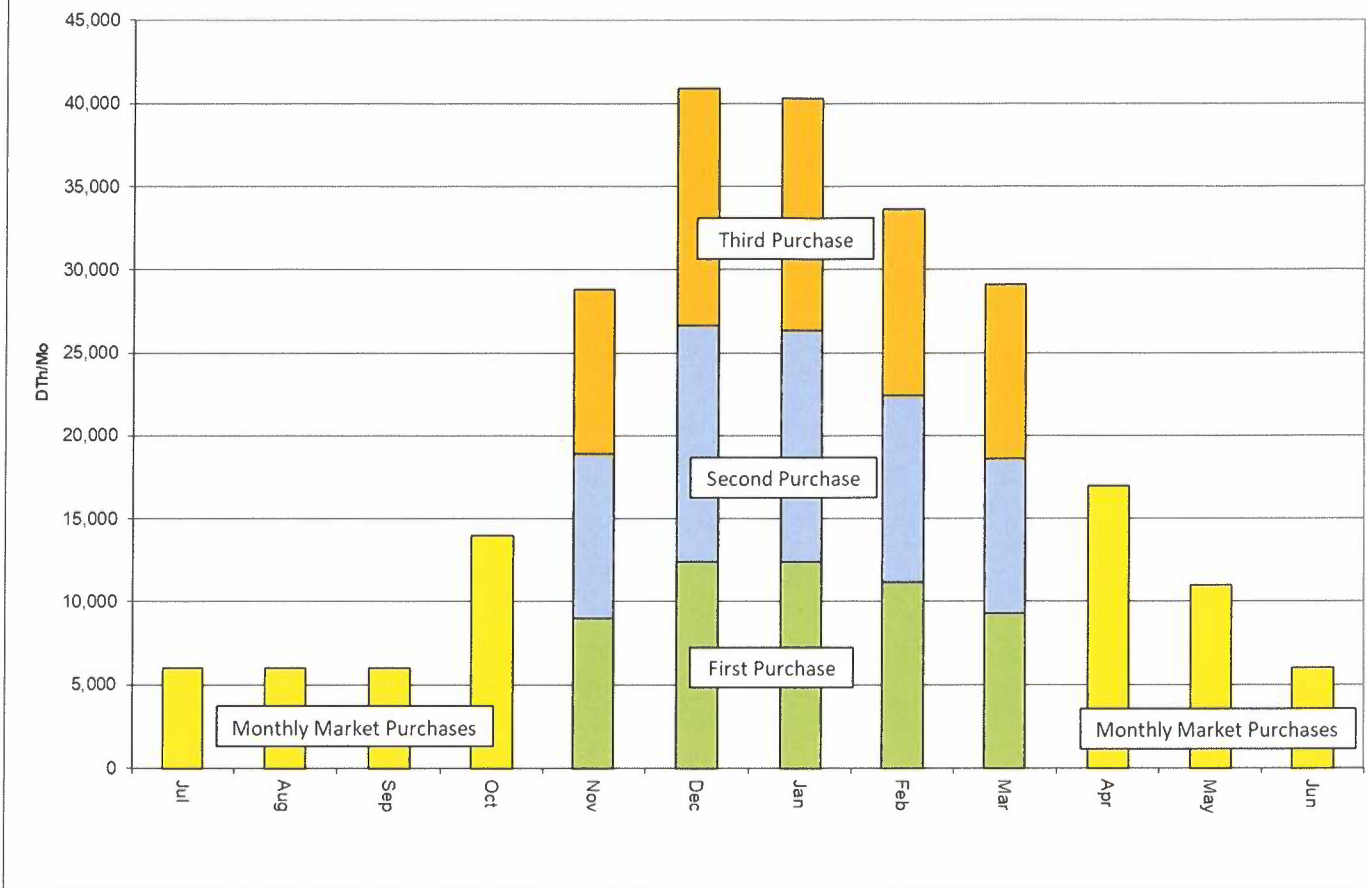
ATTEST: _____
Heidi Whitlock, City Clerk

AYES:
NOES:
ABSTAIN:
ABSENT:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

Susanville Three-Stage Winter Gas Purchasing



SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Bob Godman, Public Works

Action Date: August 2, 2023

SUBJECT: Initial Presentation of Water Rate Study Results by IGService

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY:

The last water rate study was done internally by city staff and completed in September 2016. The City Council then approved Resolution 16-5339, dated December 7, 2016, to reset rates beginning January 1, 2017. Of particular interest from the Resolution is the establishment of the Infrastructure Surcharge that is specifically for “water system infrastructure repair and/or replacement.” All revenue from the Infrastructure Surcharge over the past six years has been tracked separately from other revenue from water rates. The fund balance for the Infrastructure Surcharge is approximately \$3.1 million presently, whereas the balance of available operating cash is less than \$500,000 and declining as expenses are increasing. As a result, it is necessary to revisit rate setting.

The city has entered into a contract with Dan Bergmann of IGService to prepare an updated rate study focusing closely on rate equity across customer groups. Mr. Bergmann has extensive experience with utility rate study work in California and he has been supporting Susanville’s natural gas enterprise for over 20 years.

PRESENTATION AND DISCUSSION:

The presentation will provide an introduction to the following rate study considerations.

- Trending of revenues and expenses for the water enterprise
- Drought results: Water volume reduction and the drought rate contribution
- The Infrastructure Fund cash balance vs the Operating Fund cash balance
- Capital improvement projects planned
- Volumes sold and revenues received by customer sector

- Potential cost-of-service adjustments shifting some cost burden from residential customers to commercial customers
- Recommendation to eliminate the 300 cubic feet provided with the base charge
- Next steps

FISCAL IMPACT:

A potential outcome of the rate study is for City Council to approve a readjustment of rates shifting the contribution away from residential customers, while at the same time increasing overall revenue to cover increasing water enterprise costs.

ACTION REQUESTED:

Direction to staff

ATTACHMENTS:

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6162**, authorizing the addition of one full time Grant Funded Community Services Officer to the Approved Position List and authorize the Finance Manager to modify the budget as needed to implement the Permanent Local Housing Allocation (PLHA) Program

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The State of California Department of Housing and Community Development issued a Notice of Funding Available (NOFA) dated August 17, 2022 under the Permanent Local Housing Allocation (PLHA) Program and the city of Susanville submitted a project application to the PLHA Program to hire the equivalent to one (1) full-time Community Services Officer. The City Council approved the application for submittal and provided authorization to the City Administrator to execute the standard agreement if the city was awarded funding. Staff received notice in late June that the city was awarded \$381,240.

Grant Program activities include the following:

- Primary purpose to assess housing services within the community;
- Identify barriers to housing placement within our community;
- Collaborate with public and private non-profit service organizations;
- Assess the needs and residencies of unsheltered individuals;
- Connect unsheltered individuals with available services on a case-by-case basis;
- Be a liaison to local law enforcement;
- Research funding opportunities and establish additional programs, as needed;
- Establish relationships and communication channels with local service providers;
- Routinely provide reports to city leaders.

Staff is seeking City Council authorization to add one (1) full-time position to the approved position list for the city of Susanville and authorize the position's placement into the Miscellaneous Bargaining Unit. Upon authorization, staff will begin recruitment to hire this position, the person hired for this position will be aware this is a grant funded position for three (3) years, and unless additional funding is received, the position will be eliminated.

FISCAL IMPACT:

Increase to General Fund by \$127,080, in 2023/24 which is 1/3 of three year grant award of \$381,240, funds will be received on reimbursement basis (grant funds).

ACTION REQUESTED:

Approve **Resolution No. 23-6162**, authorizing the addition of one full time Grant Funded Community Services Officer to the Approved Position List and authorize the Finance Manager to modify the budget as needed to implement the Permanent Local Housing Allocation (PLHA) Program

ATTACHMENTS:

[23-6162.pdf](#)

[230802 Approved Position List.pdf](#)

RESOLUTION NO. 23-6162
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE ADDITION OF ONE FULL TIME COMMUNITY SERVICES OFFICER
POSITION TO THE APPROVED POSITION LIST AND AUTHORIZE THE FINANCE
MANAGER TO MODIFY THE BUDGET AS NEEDED TO IMPLEMENT THE PERMANENT
LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

WHEREAS, the State of California Department of Housing and Community Development issued a Notice of Funding Available (NOFA) dated August 17, 2022 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the city of Susanville was awarded \$381,420 and executed a standard agreement with the Department of Housing and Community Development to hire the equivalent to one (1) full-time Community Services Officer with the primary purpose to assess housing services within the community; identify barriers to housing placement within our community; collaborate with public and private non-profit service organizations; assess the needs and residencies of unsheltered individuals; connect unsheltered individuals with available services on a case-by-case basis; be a liaison to local law enforcement; research funding opportunities and establish additional programs as needed; establish relationships and communication channels with local service providers; and routinely provide reports to city leaders; and

WHEREAS, the City Council needs to authorize an additional full-time position to the approved position list for the city of Susanville and authorize the position's placement into the Miscellaneous Bargaining Unit; and

WHEREAS, the person hired for this position will be aware this is a grant funded position for three (3) years, and unless additional funding is received, the position will be eliminated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby authorizes the addition of one (1) equivalent full-time position to the Approved Position List and further authorizes the Finance Manager to increase the FY 2023/24 budget for the grant in the amount of \$127,080.

APPROVED: _____
Quincy McCourt, 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 July 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

Last Approved 6/21/2023

Department/Position	Range	Step A	Step G & H	Unit			
REGULAR, FULL-TIME							
ADMINISTRATIVE SERVICES							
City Administrator	182-184	\$	125,832.72	\$	177,059.22	Contract	salary
Economic Development Director	170-172	\$	93,897.96	\$	132,123.94	Mgmt	
Finance Manager	164	\$	83,343.00	\$	111,687.42	Pro/Tech	salary
City Clerk	152	\$	62,191.74	\$	87,510.00	Pro/Tech	salary
Assistant to City Administrator	148-150	\$	64,628.20	\$	95,542.20	Admin	salary
Admin Staff Assistant (Base-II)	124-128	\$	44,257.46	\$	62,274.94	Misc	
Account Tech II (Base - II)	142-146	\$	56,787.12	\$	88,200.58	Misc	hourly
Account Tech - Account Tech I (Base- II)	124-128 or 133-137	\$	31,452.20	\$	55,107.52	Misc	hourly
Account Tech - Account Tech I (Base- II)	124-128 or 133-137	\$	31,452.20	\$	55,107.52	Misc	hourly
Account Tech - Account Tech I (Base- II)	124-128 or 133-137	\$	31,452.20	\$	55,107.52	Misc	hourly
FIRE							
Fire Chief	168 - 172	\$	89,426.74	\$	132,123.94	Mgmt	salary
Assistant Fire Chief	154 - 156	\$	69,201.34	\$	92,736.28	Pro/Tech	salary
Fire Fighter I - Engineer <i>OR Captain (No more than 3 Captains)*</i>	129-142 or 141-146	\$	44,484.44	\$	95,244.24	Fire	Vacant
Fire Fighter I - Engineer <i>OR Captain (No more than 3 Captains)*</i>	129-142 or 141-146	\$	44,484.44	\$	95,244.24	Fire	hourly
Fire Fighter I - Engineer <i>OR Captain (No more than 3 Captains)*</i>	129-142 or 141-146	\$	44,484.44	\$	95,244.24	Fire	hourly
Fire Fighter I - Engineer	129 - 142	\$	44,484.44	\$	86,286.72	Fire	hourly
Fire Fighter I - Engineer	129 - 142	\$	44,484.44	\$	86,286.72	Fire	hourly
Fire Fighter I - Engineer	129 - 142	\$	44,484.44	\$	86,286.72	Fire	hourly
Admin Staff Assistant - Fire (Base - II)	138-142	\$	44,257.46	\$	62,274.94	Misc	hourly
<i>*At descretion of the Fire Chief with City Administrator approval</i>							
POLICE							
Police Chief	168-172	\$	89,426.74	\$	132,123.94	Mgmt	salary
Police Captain	157-159	\$	70,889.00	\$	99,747.96	Pro/Tech	salary
Police Sergeant	143-152	\$	70,115.24	\$	111,756.84	SPOA	hourly
Police Sergeant	143-152	\$	70,115.24	\$	111,756.84	SPOA	hourly
Police Sergeant	143-152	\$	70,115.24	\$	111,756.84	SPOA	hourly
Police Sergeant	143-152	\$	70,115.24	\$	111,756.84	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer (SRO)	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Police Officer	136-145	\$	58,985.42	\$	94,017.04	SPOA	hourly
Administrative Assistant	142-144	\$	55,726.06	\$	82,333.68	Admin	salary
Community Services Officer (Base - II)	132-136	\$	44,361.98	\$	68,902.08	Misc	hourly
<i>Community Services Officer (Base - II)</i>	132-136	\$	44,361.98	\$	68,902.08	Misc	hourly
PUBLIC WORKS							
Public Works Director	168-172	\$	89,426.74	\$	132,123.94	Mgmt	salary
Assistant Director of Operations	156-160	\$	68,566.42	\$	101,303.80	Pro/Tech	salary
Assistant Director of Engineering	156-160	\$	68,566.42	\$	101,303.80	Pro/Tech	salary
Building Official	157-158	\$	70,238.74	\$	94,126.50	Pro/Tech	salary
City Planner	154	\$	65,301.34	\$	91,885.56	Pro/Tech	salary
Assistant Civil / Air Quality Engineer	140-152	\$	53,043.38	\$	100,378.98	Admin	hourly
Building Permit Tech	140-142	\$	53,043.38	\$	78,415.74	Admin	hourly
Program Coordinator	140-142	\$	53,043.38	\$	78,415.74	Admin	hourly
Park/Facilities Maint Superintendent (Base - II)	143-145	\$	57,686.72	\$	81,219.32	PWorks	hourly
Assistant Engineer	140-142	\$	53,043.38	\$	78,415.74	Admin	hourly
Pool Director/Manager (reimbursed by HLVRA)	140	\$	46,408.44	\$	62,191.74	Pro Tech	salary
Water Utility Supervisor (Base - II)	145-147	\$	60,607.04	\$	85,330.96	PWorks	hourly
Gas Utility Supervisor (Base - II)	144-146	\$	59,128.94	\$	83,249.66	PWorks	hourly
Streets Maintenance Super. (Base - II)	143-145	\$	57,686.72	\$	81,219.32	PWorks	hourly
Code Enforcement Officer I/II	136-138	\$	48,054.76	\$	71,040.84	Admin	hourly
Gas Technician II - III (Base -II)	132-134 or 138-140	\$	43,965.74	\$	71,786.00	PWorks	hourly

Gas Technician II - III (Base -II)	132-134 or 138-140	\$	43,965.74	\$	71,786.00	PWorks	hourly
Gas Technician II - III (Base -II)	132-134 or 138-140	\$	43,965.74	\$	69,025.06	PWorks	hourly
Street Maint Operator II - III (Base - II)	131-133 or 137-139	\$	42,893.24	\$	70,035.16	PWorks	hourly
Water System Op II - III (Base - II)	133-135 or 139-141	\$	45,064.76	\$	73,580.78	PWorks	hourly
Water System Op II - III (Base - II)	133-135 or 139-141	\$	45,064.76	\$	73,580.78	PWorks	hourly
Utilities Services Technician (Base - II)	125-127	\$	36,986.82	\$	52,075.14	Pworks	hourly
Utilities Services Technician (Base - II)	125-127	\$	36,986.82	\$	52,075.14	Pworks	hourly
Admin Staff Assistant (Base -II)	124-128	\$	36,409.88	\$	56,551.04	Misc	hourly
Mechanic II (Base - II)	131-133	\$	42,893.24	\$	60,390.98	PWorks	hourly
Maintenance Worker I - II (Base - II) (S)	123-125 or 125-127	\$	35,204.52	\$	52,075.14	PWorks	hourly
Maintenance Worker I - II (Base - II) (S)	123-125 or 125-127	\$	35,204.52	\$	52,075.14	PWorks	hourly
Maintenance Worker I - II (Base - II) (G)	123-125 or 125-127	\$	35,204.52	\$	52,075.14	PWorks	hourly
Maintenance Worker I-II (Base - II) (W)	123-125 or 125-127	\$	35,204.52	\$	52,075.14	PWorks	hourly
Parks Maintenance Worker II (Base - II)	125-127	\$	36,986.82	\$	52,075.14	Pworks	hourly

PART-TIME

ADMIN

Parks Maintenance Worker - P/T	922	\$	15.88	\$	17.10	n/a
Parks Maintenance Worker - P/T	922	\$	15.88	\$	17.10	
Human Resources Investigator	954	\$	33.30	\$	37.68	n/a
Construction Technician	951	\$	30.92	\$	34.99	n/a

POLICE

Community Service Officer - P/T	932	\$	19.34	\$	21.88	n/a
Youth Services Officer - Grant funded	132-136	\$	44,361.98	\$	68,902.08	n/a
Community Services Officer - Grant funded	132-136	\$	44,361.98	\$	68,902.08	n/a

POOL

Assistant Pool Manager	935	\$	20.83	\$	23.57	n/a
Pool Maintenance Worker	924	\$	15.88	\$	17.96	n/a
Head Swim Instructor	928	\$	17.53	\$	19.83	n/a
Head Lifeguard	928	\$	17.53	\$	19.83	n/a
Head Program Instructor	928	\$	17.53	\$	19.83	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a
Lifeguard/Swim Instructor	922	\$	15.88	\$	17.10	n/a

GOLF COURSE

Golf Course Business Manager P/T 20 Hours	937	\$	21.88	\$	24.76	n/a
Head Maintenance Worker	930	\$	18.41	\$	20.83	na
Maintenance	922	\$	15.88	\$	17.10	n/a
Maintenance	922	\$	15.88	\$	17.10	n/a
Pro Shop Worker	922	\$	15.88	\$	17.10	n/a
Pro Shop Worker	922	\$	15.88	\$	17.10	n/a
Pro Shop Worker	922	\$	15.88	\$	17.10	n/a
Pro Shop Worker	922	\$	15.88	\$	17.10	n/a

Pro Shop Worker	922	\$	15.88	\$	17.10	n/a
Pro Shop Worker	922	\$	15.88	\$	17.10	n/a
Pro Shop Worker	922	\$	15.88	\$	17.10	n/a
Carts	922	\$	15.88	\$	17.10	n/a
Carts	922	\$	15.88	\$	17.10	n/a
TEMPORARY						
ADMIN		Hourly Wage				
Intern	922	\$	15.88	\$	17.10	n/a
POLICE						
Reserve Police Officer:						
Reserve Police Officer 1	922	\$	15.88	\$	17.10	n/a
Reserve Police Officer 2	922	\$	15.88	\$	17.10	n/a
Reserve Police Officer 3	922	\$	15.88	\$	17.10	n/a
Reserve Police Officer 4	922	\$	15.88	\$	17.10	n/a
Reserve Police Officer 5	922	\$	15.88	\$	17.10	n/a
<i>Up to 5 positions funded thru salary savings</i>						
FIRE						
Fire Captain (Side Letter)	924	\$	15.88	\$	17.96	n/a
Fire Captain (Side Letter)	924	\$	15.88	\$	17.96	n/a
Seasonal Firefighter	922	\$	15.88	\$	17.96	n/a
Seasonal Firefighter	922	\$	15.88	\$	17.96	n/a
Seasonal Firefighter	922	\$	15.88	\$	17.96	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)	922	\$	15.88	\$	17.10	n/a
Intern (PW)	922	\$	15.88	\$	17.10	n/a
Intern (PW)	922	\$	15.88	\$	17.10	n/a
VARIOUS						
Summer Laborer	922	\$	15.88	\$	17.10	n/a
Summer Laborer	922	\$	15.88	\$	17.10	n/a
Summer Laborer	922	\$	15.88	\$	17.10	n/a
Summer Laborer	922	\$	15.88	\$	17.10	n/a
Summer Laborer	922	\$	15.88	\$	17.10	n/a
CONTRACT POSITIONS						
POLICE						
Officer Trainee	932					n/a
City Attorney - contracted flat rate						
Airport Manager - \$1,896.86 per month						
Annual costs:		\$	22,762.32			

AGENDA ITEM NO. 9.E
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Bob Godman, Public Works

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6168**, authorizing the Public Works Director to execute a contract with Pee Wee Enterprises for the delivery and placement of decomposed granite at the Frank Ernaga Baseball Field and further authorizes the finance manager to adjust the Memorial Park budget in the amount of \$9,000 to complete said project.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: In August of 2022, Council approved Resolution No. 22-6039, approving Pee Wee enterprises to deliver and spread red cinders and decomposed granite at the Frank Ernaga Baseball Field. Pee Wee Enterprises was able to complete the delivery and placement of the red cinders, but weather and the Baseball season kept them from completing the decomposed granite delivery before the end of the City's fiscal year. This project did not get carried forward to the 2023/24 FY Budget. Staff has received a quote for \$9,000 from Pee Wee Enterprises to complete the delivery and spreading of decomposed granite at the Frank Ernaga Baseball Field. As of June 30, 2023, approximately \$106,000 are restricted for use for Memorial Ball Park improvements.

FISCAL IMPACT: \$9,000 from the restricted General Fund account (Memorial Park) fund.

ACTION REQUESTED: Motion to approve Resolution No. 23-6168, authorizing the Public Works Director to execute a contract with Pee Wee Enterprises for the delivery and placement of decomposed granite at the Frank Ernaga Baseball Field and further authorizes the finance manager to adjust the Memorial Park budget in the amount of \$9,000 to complete said project.

ATTACHMENTS:

[23-6168.pdf](#)

[230802 PeeWee Estimate.pdf](#)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A CONTRACT WITH PEE
WEE ENTERPRISES FOR THE PROVISION, DELIVERY AND SPREADING OF
DECOMPOSED GRANITE AT THE FRANK ERNAGA BASEBALL FIELD AND
AUTHORIZE THE FINANCE MANAGER TO ADJUST THE MEMORIAL PARK FUND AS
NECESSARY**

WHEREAS, the City of Susanville has contracted with cellular service providers to rent space for a cellular tower at the Frank Ernaga Baseball; and

WHEREAS, the City of Susanville has received a quote for \$9,000 from Pee Wee Enterprises to provide, deliver and place decomposed granite for the maintenance of the Frank Ernaga (Memorial Park) Baseball Field; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Susanville hereby authorizes Public Works Director to execute a contract with Pee Wee Enterprises to provide, deliver and place decomposed granite at Frank Ernaga Baseball Field at Memorial Park and further authorizes the Finance Manager to fund the project up to \$9,000 with funds received through the cellular tower rental funds.

ATTEST: _____
Heidi Whitlock, City Clerk

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

APPROVED AS TO FORM: _____
Margaret Long, City Attorney



Pee Wee Enterprises

701-315 Richmond Rd.
Susanville, CA 96130
530-257-4644
Lic. #859334



July 21, 2023

Lassen College
Attn; Frank Avila

Estimate Memorial Baseball Park

Description;
Infield and base lines improvements
Estimated 2 Transfer loads of 3/16" minus D.G.

Estimated cost per load \$1,500.00/lb x 2 loads= \$3,000.00

Equipment and labor to spread and Roll D.G., including
Float Tractor, Track Type Skid Steer and Roller.
Equipment and labor estimated cost

\$6,000.00

Estimated Total

\$9,000.00

Notes;

1. Pee Wee Enterprises to provide lumber at curb for access at gate near left field.
2. Lassen College to provide plywood and manpower to allow truck and equipment to get over Grass.
3. Estimate good for 30 days.
4. Based on current fuel and materials costs.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Erik Edholm, Public Works

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6169**, authorizing the Mayor to sign a Right of Way Contract and Grant Deed with Caltrans relating to APN 101-270-009 for an upcoming paving project on State Route 139

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: Caltrans is in the Design and Right of Way stages of an upcoming paving project on State Route 139. During the design phase it was discovered that Right of Way is needed from multiple properties including a city owned parcel APN 101-270-009.

Caltrans has submitted a Valuation Summary Statement, Right of Way Contract and Grant Deed for APN 101-270-009. The city may accept the appraisal as provided in the Valuation Summary Statement or procure an independent appraisal.

The Right of Way Contracts are separated into sub parcels 15565 and 15570. The contracts include the purchase of 0.79 acres in fee, 1.77 acres in underlying fee, and also include a temporary construction easement of 0.26 acres.

FISCAL IMPACT: \$12,300 in revenue to General Fund for the purchase of Right of Way within APN 101-270-009

ACTION REQUESTED: Motion to approve Resolution No. 23-6169, authorizing the Mayor to sign a Right of Way Contract and Grant Deed with Caltrans relating to APN 101-270-009 for an upcoming paving project on State Route 139.

ATTACHMENTS:
[Grant Deed 15565\(15570\).pdf](#)
[Right of Way Contract 15565.pdf](#)
[Right of Way Contract 15570.pdf](#)
[Valuation Summary Statement 15570.pdf](#)
[Valuation Summary Statement 15565.pdf](#)
[23-6169.pdf](#)

APN: 101-270-009 (Portion)

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Postmile	Number
2	LAS	139	1.1	15565(15570)

CITY OF SUSANVILLE,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Susanville, County of Lassen, State of California, described as follows:

See Exhibit A, attached.

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

 Quincy McCourt;
 Mayor of Susanville

Number
15565(15570)

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By Tony Tavares
Director of Transportation

By _____
Attorney in Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Parcel 15565-1:

That portion of the northwest quarter of the southwest quarter of Section 28 in T. 30 N., R. 12 E., M.D.M., conveyed to the City of Susanville as Parcel 1 by deed recorded July 5, 1956, in book 122, at page 12, Official Records of Lassen County, included within the parcel described as follows:

Commencing at Engineer's Station 48+56.79 EC from which Engineer's Station 84+35.58 POT bears N 32°58'37" E, 3,578.79 feet, as said Stations are shown on the unrecorded California Division of Highways Record of Survey entitled "HIGHWAY MONUMENTATION MAP IN LASSEN COUNTY ON ROUTE 139 P.M. 0.0 TO P.M. 1.8" dated May 1972;

thence, N 32°58'37" E, 567.04 feet along the centerline alignment;

thence, , N 57°01'23" W, 50.0 feet to point on the northwest RW sideline of State Route 139, said point being the POINT OF BEGINNING of this line;

thence, continuing N 57°01'23" W, 28.00 feet;

thence, N 32°58'37" E, 535.75 feet to a point on the southerly line of the parcel conveyed to the County of Lassen by deed recorded March 24, 1992, in Book 552 at Page 70, Official Records of Lassen County;

thence, along said southerly line, S 32°31'54" E, 30.77 feet to a point on the northwest RW sideline of State Route 139;

thence, S 32°58'37" W, 523.00 feet along said RW sideline to the POINT OF BEGINNING of this line.

Containing 0.34 acres, more or less. Together with underlying fee interest, if any, contiguous to the above described property in and to the adjoining public way.

Parcel 15570-1:

That portion of the northwest quarter of the southwest quarter of Section 28 in T. 30 N., R. 12 E., M.D.M., conveyed to the City of Susanville as Parcel 1 by deed recorded July 5, 1956, in book 122, at page 12, Official Records of Lassen County, included within the parcel described as follows:

Commencing at Engineer's Station 48+56.79 EC from which Engineer's Station 84+35.58 POT bears N 32°58'37" E, 3,578.79 feet, as said Stations are shown on the unrecorded California Division of Highways Record of Survey entitled "HIGHWAY MONUMENTATION MAP IN LASSEN COUNTY ON ROUTE 139 P.M. 0.0 TO P.M. 1.8" dated May 1972;

thence, N 32°58'37" E, 567.04 feet along the centerline alignment;

thence, , N 57°01'23" W, 50.0 feet to point on the northwest RW sideline of State Route 139, said point being the POINT OF BEGINNING of this line;

EXHIBIT A

Parcel 15570-1: (continued)

thence, continuing N 57°01'23" W, 28.00 feet;

thence, N 32°58'37" E, 667.60 feet to a point on the northerly line of the parcel conveyed to the County of Lassen by deed recorded March 24, 1992, in Book 552 at Page 70, Official Records of Lassen County, said point being the POINT OF BEGINNING of this line;

thence, along said northerly line, N 52°03'33" W, 22.08 feet

thence, N 32°58'37" E, 306.29 feet;

thence, S 57°01'23" E, 15.00 feet;

thence, N 32°58'37" E, 222.57 feet to a point on the south line of PARCEL NO. 4, shown on the map filed December 11, 2006, in Book 41 of Maps at pages 35 & 36;

thence, along said south line of PARCEL NO. 4, S 89°50'51" E, 41.65 feet to a point on the northwest RW sideline of State Route 139;

thence, along said RW sideline, S 32°58'37" W, 697.95 feet;

thence, N 32°31'54" W, 30.77 feet;

thence, N 32°58'37" E, 131.85 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the County of Lassen by deed recorded March 24, 1992, in Book 552 at Page 70, Official Records of Lassen County.

Containing 0.45 acres, more or less. Together with underlying fee interest, if any, contiguous to the above described property in and to the adjoining public way.

Bearings and distances are based on the California Coordinate System of 1983 (1998) Epoch 2004.69, Zone 1. Divide distances by 0.99972024 to obtain ground level distances.

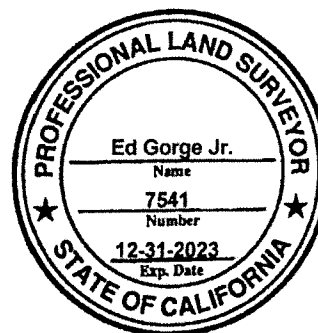
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature


Professional Land Surveyor

Date

5/10/2023



RIGHT OF WAY CONTRACT- STATE HIGHWAY

RW 8-3 (6/95)

APN: 101-270-009

District	County	Route	P.M.	E. A.	Program	Fed. Ref.	Parcel
02	Las	139	1.3	4H070	SHOPP	N/A	15565-1; 15565-2

Location: _____

Date: _____

Grantor: **City of Susanville**

This Document No. **15565-1** in the form of a GRANT DEED, to the State of California, covering the property particularly described in the above instrument and this Document No. **15565-2** in the form of Temporary Construction Easement, to the State of California, covering the property as delineated on the attached map identified as Exhibit "A", particularly described in Clause #10 below has been executed and delivered to Shayne Echelberger, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement.
- (B) Grantee requires said property described as Document **15565-1** and **15565-2** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination

RIGHT OF WAY CONTRACT- STATE HIGHWAY

RW 8-3 (6/95)

Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.
2. The State shall pay the undersigned Grantor the sum of **\$2,400.00** for the property or interest conveyed in this transaction.
 3. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 2, 1031 Butte Street, Redding, CA 96001.
 4. State shall take title subject to all matters recorded and/or unrecorded.
 5. Grantors warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantors agree to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantors for a period exceeding one month. Grantors acknowledge that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
 6. The undersigned Grantor warrants that City of Susanville is the owner in fee simple of the property affected by this agreement and they have the exclusive right to grant these rights.
 7. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
 8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantors'

obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of Parcel No. **15565-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
10. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the Temporary Construction Easement (TCE), identified as Parcel No. **15565-2** for the period commencing on February 23, 2024, and terminating December 10, 2025. If said parcels are no longer necessary for construction purposes, these TCEs may be terminated prior to the above date by the Grantee upon written notice to the Grantor.

The TCE identified as Parcel No. **15565-2** is needed for the purposes of providing a work area to perform the roadway rehabilitation. Said easement shall be for a period of twenty-two (22) months.

Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE area shown on the map marked Exhibit "A" attached hereto and made a part hereof.

11. The State will upon completion of construction, leave said Temporary Construction Easement in as good or better condition than exists prior to State's construction.
12. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements, or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
13. State agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT- STATE HIGHWAY
 RW 8-3 (6/95)

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

City of Susanville

BY: _____
 Quincy McCourt, Date
 Mayor of Susanville

RECOMMENDED FOR APPROVAL:

APPROVED:

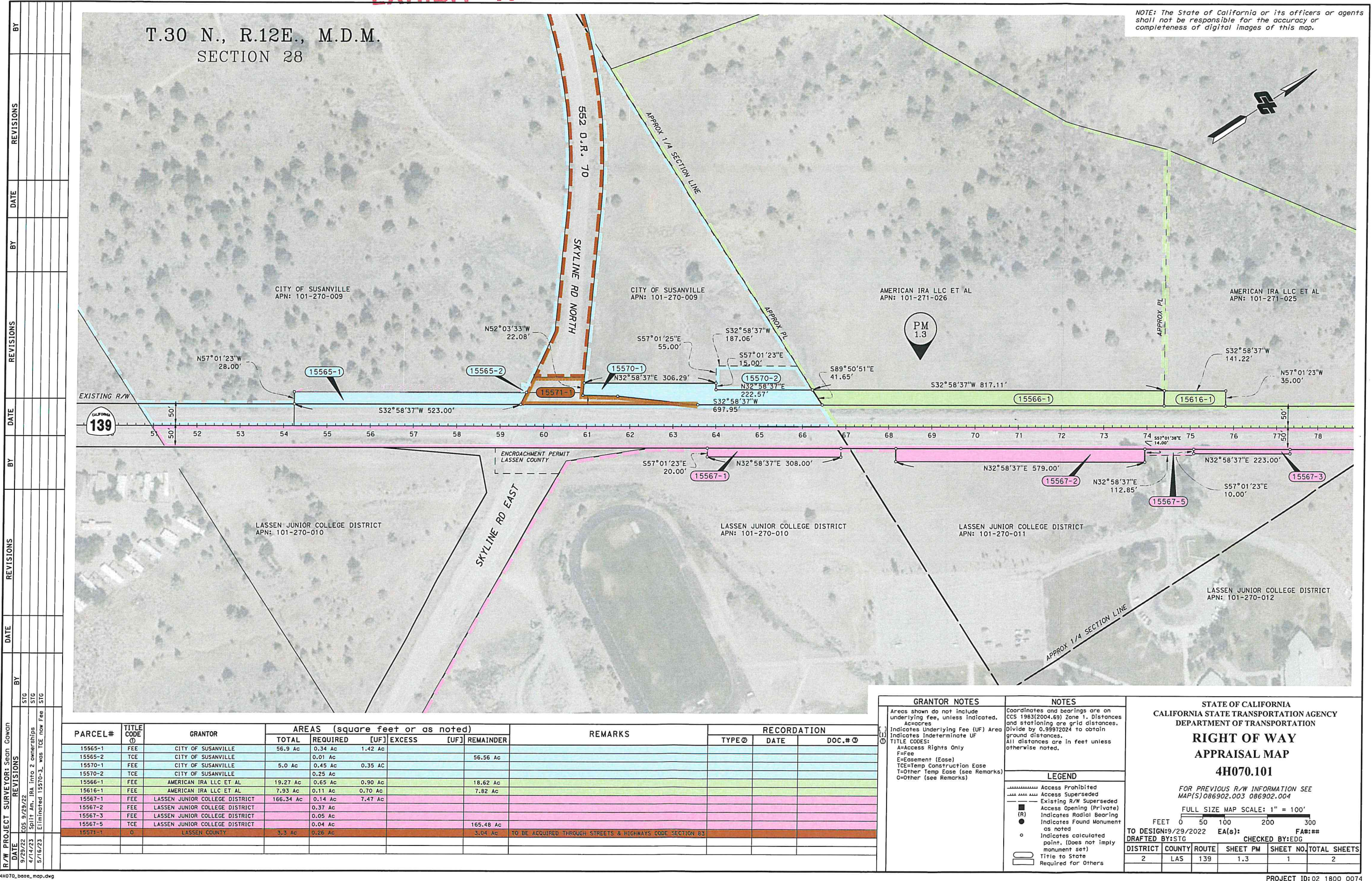
STATE OF CALIFORNIA
 Department of Transportation

BY: _____
 SHAYNE ECHELBERGER
 Associate Right of Way Agent
 North Region, Redding

BY: _____
 WILLIAM WALKER
 Senior Right of Way Agent
 Project Delivery Branch
 Redding

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

EXHIBIT "A"



DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS
9/29/22	STG										
4/14/23	STG										
5/16/23	STG										

PARCEL#	TITLE CODE	GRANTOR	AREAS (square feet or as noted)					REMARKS	RECORDATION		
			TOTAL	REQUIRED	[UF]	EXCESS	[UF]	REMAINDER	TYPE	DATE	DOC.#
15565-1	FEE	CITY OF SUSANVILLE	56.9 Ac	0.34 Ac		1.42 Ac					
15565-2	TCE	CITY OF SUSANVILLE		0.01 Ac				56.56 Ac			
15570-1	FEE	CITY OF SUSANVILLE	5.0 Ac	0.45 Ac		0.35 Ac					
15570-2	TCE	CITY OF SUSANVILLE		0.25 Ac							
15566-1	FEE	AMERICAN IRA LLC ET AL	19.27 Ac	0.65 Ac		0.90 Ac		18.62 Ac			
15616-1	FEE	AMERICAN IRA LLC ET AL	7.93 Ac	0.11 Ac		0.70 Ac		7.82 Ac			
15567-1	FEE	LASSEN JUNIOR COLLEGE DISTRICT	166.34 Ac	0.14 Ac		7.47 Ac					
15567-2	FEE	LASSEN JUNIOR COLLEGE DISTRICT		0.37 Ac							
15567-3	FEE	LASSEN JUNIOR COLLEGE DISTRICT		0.05 Ac							
15567-5	TCE	LASSEN JUNIOR COLLEGE DISTRICT		0.04 Ac				165.48 Ac			
15571-1	O	LASSEN COUNTY	3.3 Ac	0.26 Ac				3.04 Ac			

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated. A=Access Rights Only F=Fee E=Easement (Ease) TCE=Temp Construction Ease T=Other Temp Ease (see Remarks) O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983(2004.69) Zone 1. Distances and stationing are grid distances. Divide by 0.99972024 to obtain ground distances. All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited
Access Superseded
Existing R/W Superseded
Access Opening (Private)
Indicates Radial Bearing
Indicates Found Monument as noted
Indicates calculated point. (Does not imply monument set)
Title to State
Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP

4H070.101

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 086902.003 086902.004

FULL SIZE MAP SCALE: 1" = 100'

TO DESIGN: 9/29/2022
DRAFTED BY: STG
CHECKED BY: EDG

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
2	LAS	139	1.3	1	2

PROJECT ID: 02 1800 0074

RIGHT OF WAY CONTRACT- STATE HIGHWAY

RW 8-3 (6/95)

APN: 101-270-009

District	County	Route	P.M.	E. A.	Program	Fed. Ref.	Parcel
02	Las	139	1.3	4H070	SHOPP	N/A	15570-1; 15570-2

Location: _____

Date: _____

Grantor: **City of Susanville**

This Document No. **15570-1** in the form of a GRANT DEED, to the State of California, covering the property particularly described in the above instrument and this Document No. **15570-2** in the form of Temporary Construction Easement, to the State of California, covering the property as delineated on the attached map identified as Exhibit "A", particularly described in Clause #10 below has been executed and delivered to Shayne Echelberger, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement.
- (B) Grantee requires said property described as Document **15570-1 and 15570-2** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination

Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.
2. The State shall pay the undersigned Grantor the sum of **\$9,900.00** for the property or interest conveyed in this transaction.
 3. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 2, 1031 Butte Street, Redding, CA 96001.
 4. State shall take title subject to all matters recorded and/or unrecorded.
 5. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
 6. The undersigned Grantor warrants that City of Susanville is the owner in fee simple of the property affected by this agreement and they have the exclusive right to grant these rights.
 7. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
 8. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantors'

obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.

9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of Parcel No. **15570-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
10. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the Temporary Construction Easement (TCE), identified as Parcel No. **15570-2**, for the period commencing on February 23, 2024, and terminating December 10, 2025. If said parcel is no longer necessary for construction purposes, the TCE may be terminated prior to the above date by the Grantee upon written notice to the Grantor.

The TCE identified as Parcel No. **15570-2** is needed for the purposes of providing a work area to perform the roadway rehabilitation and to store equipment and material. Said easement shall be for a period of twenty-two (22) months.

Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE area shown on the map marked Exhibit "A" attached hereto and made a part hereof.

11. The State will upon completion of construction, leave said Temporary Construction Easement in as good or better condition than exists prior to State's construction.
12. The State shall at no expense to Grantor and at the time of highway construction, conform/reconstruct one existing 48' road approach to the new highway left of E.S. 65+90.66 to left of E.S. 66+38.66, Department of Transportation Survey "In Lassen County near Susanville from 0.1 mile north of Chestnut Street to 2.6 miles south of Horse Lake Road". Upon completion of construction of said road approach, it will be considered as an encroachment under permit on the State highway and is to be maintained, repaired, and operated as such by Grantor, in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation of said State.

RIGHT OF WAY CONTRACT- STATE HIGHWAYRW 8-3 (6/95)

13. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements, or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
14. State agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT- STATE HIGHWAY
 RW 8-3 (6/95)

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

City of Susanville

BY: _____
 Quincy McCourt, Date
 Mayor of Susanville

RECOMMENDED FOR APPROVAL:

APPROVED:

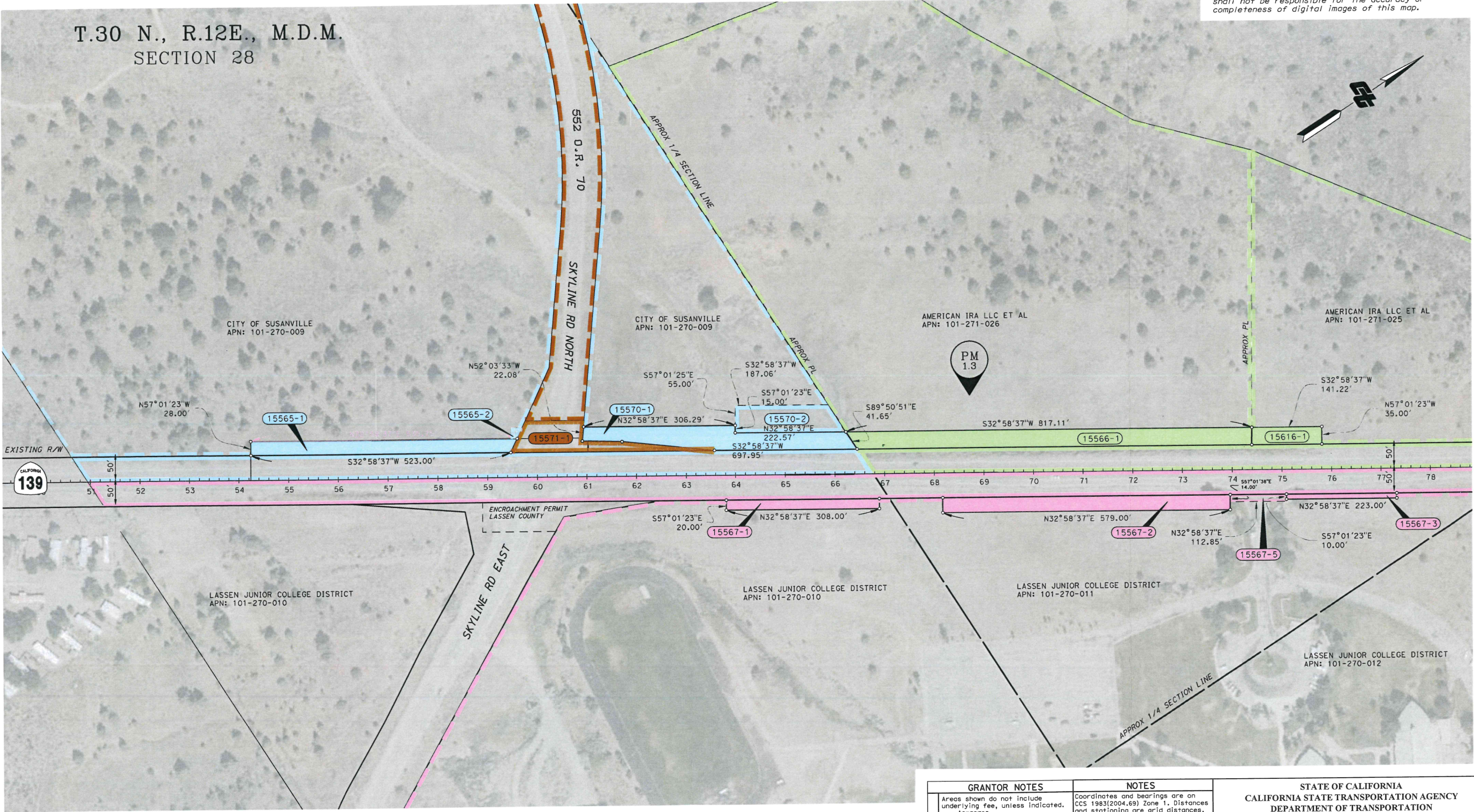
STATE OF CALIFORNIA
 Department of Transportation

BY: _____
 SHAYNE ECHELBERGER
 Associate Right of Way Agent
 North Region, Redding

BY: _____
 WILLIAM WALKER
 Senior Right of Way Agent
 Project Delivery Branch
 Redding

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



PARCEL#	TITLE CODE	GRANTOR	AREAS (square feet or as noted)					REMARKS	RECORDATION		
			TOTAL	REQUIRED	[UF]	EXCESS	[UF]	REMAINDER	TYPE	DATE	DOC.#
15565-1	FEE	CITY OF SUSANVILLE	56.9 Ac	0.34 Ac	1.42 Ac			56.56 Ac			
15565-2	TCE	CITY OF SUSANVILLE		0.01 Ac							
15570-1	FEE	CITY OF SUSANVILLE	5.0 Ac	0.45 Ac	0.35 Ac						
15570-2	TCE	CITY OF SUSANVILLE		0.25 Ac							
15566-1	FEE	AMERICAN IRA LLC ET AL	19.27 Ac	0.65 Ac	0.90 Ac			18.62 Ac			
15616-1	FEE	AMERICAN IRA LLC ET AL	7.93 Ac	0.11 Ac	0.70 Ac			7.82 Ac			
15567-1	FEE	LASSEN JUNIOR COLLEGE DISTRICT	166.34 Ac	0.14 Ac	7.47 Ac						
15567-2	FEE	LASSEN JUNIOR COLLEGE DISTRICT		0.37 Ac							
15567-3	FEE	LASSEN JUNIOR COLLEGE DISTRICT		0.05 Ac							
15567-5	TCE	LASSEN JUNIOR COLLEGE DISTRICT		0.04 Ac				165.48 Ac			
15571-1	O	LASSEN COUNTY	3.3 Ac	0.26 Ac				3.04 Ac	TO BE ACQUIRED THROUGH STREETS & HIGHWAYS CODE SECTION 83		

GRANTOR NOTES	
Areas shown do not include underlying fee, unless indicated. Acres	
Indicates Underlying Fee (UF) Area	
Indicates Indeterminate UF	
TITLE CODES:	
A=Access Rights Only	
F=Fee	
E=Easement (Ease)	
TCE=Temp Construction Ease	
O=Other Temp Ease (see Remarks)	
Other (see Remarks)	

NOTES	
Coordinates and bearings are on CCS 1983(2004.69) Zone 1. Distances and stationing are grid distances. Divide by 0.99972024 to obtain ground distances. All distances are in feet unless otherwise noted.	
LEGEND	
Access Prohibited	Access Superseded
Existing R/W Superseded	Access Opening (Private)
Indicates Radial Bearing	Indicates Found Monument
Indicates calculated point. (Does not imply monument set)	
Title to State	Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY APPRAISAL MAP
4H070.101

FOR PREVIOUS R/W INFORMATION SEE
MAP(S) 086902.003 086902.004

FULL SIZE MAP SCALE: 1" = 100'

FEET 0 50 100 200 300

TO DESIGN: 9/29/2022
DRAFTED BY: STG

EA(s):
CHECKED BY: EDG

FA#: ##

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
2	LAS	139	1.3	1	2

R/W PROJECT SURVEYOR: Sean Gowan		BY		DATE		REVISIONS		BY		DATE		REVISIONS		BY		DATE		REVISIONS	
DATE	9/29/22	DATE	9/29/22	DATE	9/29/22	DATE	9/29/22	DATE	9/29/22	DATE	9/29/22	DATE	9/29/22	DATE	9/29/22	DATE	9/29/22	DATE	9/29/22
STG		STG		STG		STG		STG		STG		STG		STG		STG		STG	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

VALUATION SUMMARY STATEMENT**CONFIDENTIAL**

This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

EXHIBIT

8-EX-15C (REV 1/2020)

Page 1 of 8

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date
02	LAS	139	1.3	15570	N/A	2/23/2023

Owner: City of Susanville

Over 5 years
Acquired: ago

Property Address: NSN State Route 139

Property to be acquired: 0.45 acres Fee; 0.25 acres TCE
0.35 acres UF

Locale: Susanville

Part ☒ All ☐

Total Property Area: 5.0 acres

Including Access Rights

Yes ☐ No ☒**BASIS OF VALUATION**

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Recent sales of comparable properties and income data are utilized as appropriate. Full consideration is given to zoning, development potential and the income the property is capable of producing.

BASIC PROPERTY DATA

Interest valued: Fee; Temporary Construction Easement (TCE); Underlying Fee (UF)

Date of valuation: 2/10/2023

Applicable zoning: Commercial

Area to be acquired: 0.45 acres Fee; 0.25 acres TCE; 0.35 acres UF

Highest and best use: Commercial

Current use: Vacant

VALUATION SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15C (REV 1/2020)
Page 3 of 8

Damages:

Severance Damages: \$ _____

Cost to Cure Damages: \$ _____ 0.00

Total Damages: \$ _____ 0.00

Benefits: \$ _____

The amount of any other compensation: \$ _____ 0.00

JUST COMPENSATION FOR ACQUISITION \$ _____ 9,917.67

Rounded To \$ _____ **9,900.00**

Construction Contract Work

Conform one 48 -foot-wide road approach from left of E.S. 65+90.66 to left of E.S. 66+38.66

VALUATION SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15C (REV 1/2020)
Page 5 of 8

LIST OF PRINCIPAL TRANSACTIONS – IMPROVED

ADDRESS:
APN:
SALE DATE:
SALE PRICE:

ADDRESS:
APN:
SALE DATE:
SALE PRICE:

ADDRESS:
APN:
SALE DATE:
SALE PRICE:

ADDRESS:
APN:
SALE DATE:
SALE PRICE:

ADDRESS:
APN:
SALE DATE:
SALE PRICE:

ADDRESS:
APN:
SALE DATE:
SALE PRICE:

VALUATION SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15C (REV 1/2020)
Page 7 of 8

COST TO CURE DAMAGE ITEMS

Item
NONE

Size

Lump Sum Total = \$ 0.00

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

VALUATION SUMMARY STATEMENT**CONFIDENTIAL**

This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

EXHIBIT

8-EX-15C (REV 1/2020)

Page 1 of 8

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date
02	LAS	139	1.3	15565	N/A	3/23/2023

Owner: City of Susanville

Date Over 5 years
Acquired: ago

Property Address: NSN State Route 139

Property to be acquired: 0.34 acres Fee;
0.01 acres TCE;
1.42 acres UF

Locale: Susanville

Part ☒ All ☐

Total Property Area: 56.9 acres

Including Access Rights

Yes ☐ No ☒**BASIS OF VALUATION**

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Recent sales of comparable properties and income data are utilized as appropriate. Full consideration is given to zoning, development potential and the income the property is capable of producing.

BASIC PROPERTY DATA

Interest valued: Fee; Temporary Construction Easement; Underlying Fee

Date of valuation: 3/16/2023

Applicable zoning: Open Space (O-S)

Area to be acquired: 0.34 acres Fee; 0.01 acres TCE; 1.42 acres UF

Highest and best use: O-S

Current use: Open space park

VALUATION SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15C (REV 1/2020)
Page 3 of 8

Damages:

Severance Damages: \$ _____

Cost to Cure Damages: \$ _____ 0.00

Total Damages: \$ _____ 0.00

Benefits: \$ _____

The amount of any other compensation: \$ _____ 0.00

JUST COMPENSATION FOR ACQUISITION \$ 2,393.83

Rounded To \$ **2,400.00**

Construction Contract Work

NONE

VALUATION SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15C (REV 1/2020)
Page 6 of 8

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel	Area
15565-1	0.34 acres Fee
15565-2	0.01 acres TCE
	1.42 acres UF

Total Area = 0.34 acres Fee; 0.01 acres
TCE; 1.42 acres UF

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
None	

Lump Sum Total = \$ 0.00

VALUATION SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15C (REV 1/2020)
Page 8 of 8

CONSTRUCTION CONTRACT WORK ITEMS

1. NONE

RESOLUTION NO. 23-6169
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE MAYOR TO EXECUTE A RIGHT OF WAY CONTRACT AND GRANT
DEED WITH CALTRANS RELATING TO APN 101-270-009 FOR AN UPCOMING PAVING
PROJECT ON STATE ROUTE 139

WHEREAS, Caltrans has an upcoming paving project on State Route 139; and

WHEREAS, as part of the design process, it was discovered that Right of Way is needed from multiple properties including a city owned parcel APN 101-270-009; and

WHEREAS, Caltrans has provided the city with a Valuation Summary Statement, Right of Way Contract and Grant Deed for city owned parcel APN 101-270-009; and

WHEREAS, the valuation summary statement valued the Right of Way to be acquired from APN 101-270-009 at \$12,300; and

WHEREAS, the Right of Way Contracts are separated into sub parcels 15565 and 15570; and

WHEREAS, the contracts include the purchase of 0.79 acres in fee and 1.77 acres in underlying fee; and

WHEREAS, the contracts also include a temporary construction easement of 0.26 acres lasting twenty-two months.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville does hereby authorizes the following:

- 1) The Mayor to execute Right of Way Contract and Grant Deed for city owned parcel APN 101-270-009; and
- 2) The Finance Manager to modify budget as necessary to receive \$12,300 in revenue for the Right of Way acquisitions.

APPROVED: _____
Quincy McCourt, 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 2nd day of August 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AGENDA ITEM NO. 9.G
Discussion Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: August 2, 2023

SUBJECT: Discussion regarding NextRequest, a records request management software.

PRESENTED BY: Heidi Whitlock, City Clerk

SUMMARY: The purpose of the California Public Records Act § 6250 is to "give the public access to information that enables them to monitor the functioning of their government". The city is subject to the Act and is required to respond to requests within ten (10) calendar days. Although extensions can be requested due to the need to review records to ensure they are not exempt from disclosure, to redact personal information or to gather the information in the event the request is for a large amount of documents, a response is still due within the ten day period. Staff has typically been able to work with all city departments to gather the requested information and respond within the amount of required time. However, the number of requests received has increased significantly as well as the amount of information being requested in each request and the tracking of where each request is in the process has become more difficult to manage. NextRequest offers community members the ability to request public records online where staff and/or departments can be assigned portions of the request to fill by the administrator. The program offers reminders to those collecting the documents as well as easier redaction methods and bulk actions as well as offers a risk module that ensures that personal identifying information is located prior to being released. The city can also proactively publish documents on NextRequest such as Resolutions, Ordinances, or any other commonly requested public documents in an effort to increase transparency and efficiency by connecting our public with self-serve information while also saving staff time.

FISCAL IMPACT: Approximately \$10,000 annually.

ACTION REQUESTED: Direction to staff.

ATTACHMENTS:

[City of Susanville, CA - NextRequest - Account Order Form \(3-year\).pdf](#)

[Why NextRequest_Fast Five.pdf](#)

NextRequest for City of Susanville, CA

What do I get with NextRequest?	<u><i>An all-in-one platform for managing records requests</i></u> across your entire agency. It's an annual subscription and includes: Workflow Tools, Document Hosting & Management, Dashboards, Custom Reporting, Request Diversion, and Regular Product Improvements and Feature Updates
Security?	We protect your information using: SOC 2 Security Audit, Encryption, and Threat/Uptime Monitoring. See a full overview at: nextrequest.com/security
Technical Requirements?	NextRequest is entirely web based and software-as-a-service Everything in the cloud - no downloads or installations and works on all modern web browsers

Customer	City of Susanville, CA	Start Date	August 19, 2023
Account URL(s)*	[Account URL] <i>* Account URL cannot be altered once created</i>	Invoice Date	August 19, 2023
Primary Contact Name	Heidi Whitlock	Renewal Date	August 19, 2026
Email and Phone	hwhitlock@cityofsusanville.org		

Acceptance: Acceptance of this Account Order Form is subject to the NextRequest Terms and Conditions available at <https://www.nextrequest.com/terms-conditions> and includes acceptance of the following: NextRequest's maximum liability in performance of the Services to the Customer listed above is limited to the total amount of fees received during the 12 month period immediately preceding the event giving rise to such liability, except this limitation will not apply to NextRequest's indemnification obligations, if any, for intellectual property infringement or personal injury, for which the maximum indemnification liability in aggregate shall be \$1,000,000.

Renewals : Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

Year 1	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking Payments: Invoicing and Online Payments (<i>*Approved payment processors</i>) Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	\$899.00	12	\$10,788.00
Standard Set Up & Onboarding (One-time) Dedicated Onboarding Team, 1 Kickoff Call, 1 Dedicated Admin Training (60 minutes), Go-Live Success Plans, Weekly Group Training Webinars, In-app Training, Video Tutorials, Knowledge Base Articles , and Service Level Agreement	\$1,500.00	1	\$1,500.00
One-Time Credit for Service (customer discount) 25% off first year (3 month credit)	-\$899.00	3	-\$2,697.00

Subtotal **\$9,591.00**

Year 1 Total \$9,591.00

**Pricing is Valid for 60 Days from the Created Date*

Year 2	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking Payments: Invoicing and Online Payments (<i>*Approved payment processors</i>) Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	\$899.00	12	\$10,788.00

Subtotal **\$10,788.00**

7.5% Discount (3 year agreement) **-\$809.10**

Year 2 Total \$9,978.90

**Pricing is Valid for 60 Days from the Created Date*

Year 3	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking Payments: Invoicing and Online Payments (<i>*Approved payment processors</i>) Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	\$899.00	12	\$10,788.00

Subtotal **\$10,788.00**

7.5% Discount (3 year agreement) **-\$809.10**

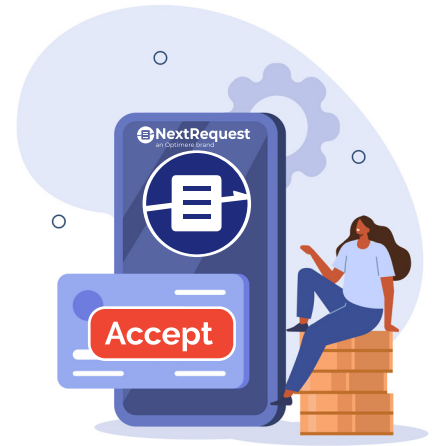
Year 3 Total \$9,978.90

**Pricing is Valid for 60 Days from the Created Date*

Download our W-9 at: nextrequest.com/w-9 (password: *foiasoftware*)

Why NextRequest?

Five Reasons You Should Be Processing Records Requests With NextRequest:



1 Records Requests Can Get Missed.

Not responding to requests puts your agency at risk of non-compliance with state records laws. With email reminders, automated workflows, and a clear audit trail, NextRequest ensures you always know the status of records requests.

2 Large Requests Take Time To Review And Redact.

Save time with email extraction, bulk actions, and batch redaction through NextRequest's RapidReview feature. Quickly review documents and emails in context and redact information from many documents at once.

3 Redacting Sensitive Information Is Crucial.

Avoid accidentally releasing sensitive information. NextRequest's Risk Module automatically scans for personal identifying information in all uploaded documents and assigns a risk level based on the frequency and type of sensitive information found.

4 Requests Pile Up, And It's Important To Get Ahead.

Increase transparency and efficiency by proactively publishing documents to reduce duplicate requests, connect requesters with self-serve information, and automatically route staff to requests that need their attention.

5 Payment Processing Slows Requests Down.

Save staff time by accepting payments online with custom invoicing templates and automatic billable hours calculation, and leverage visual dashboards to identify trends.

As the leading provider of records requests management software in the public sector, NextRequest enables local and state governments, law enforcement agencies, and special districts across the country to save time, reduce risk, increase compliance, and decrease costs associated with records requests management.

Discover how you can simplify FOIA records management and requests today!

[See a Demo!](#)

NextRequest.com/contact/sales

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Dan Newton, Administrative Services

Action Date: August 2, 2023

SUBJECT: Discussion regarding Express Evaluation, employee evaluation software.

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The city has historically used employee evaluation software to document and prepare employee evaluations; however, the software platform is outdated and no longer supported. Several city departments and divisions have reverted to conducting evaluations without the software using MS Word to document employee evaluations.

The city staff has investigated alternate employee evaluation software options and has discovered a low-cost option that is compatible with our payroll software. Express evaluation is a secure web-based software that is highly customizable and performs similarly to the city's previous software.

Senior staff have experimented with the software. If the Council provides direction to move forward, the next step in the process is to meet and confer with the city employee bargaining units to meet and confer on the new software application.

FISCAL IMPACT: Year one cost \$3,500 (\$2,500 with \$1,000 onboarding/creation/training) then \$2,500 annually.

ACTION REQUESTED: Direction to Staff

ATTACHMENTS:

[Quote for Susanville.pdf](#)

[Why Express Evaluations.jpeg](#)

[Public Sector Review Flyer.jpeg](#)

[Feedback statistics one pager \(003\).jpeg](#)



EXPRESS EVALUATIONS PROPOSAL FOR SUSANVILLE CA

OVERVIEW

Express Evaluations is pleased to submit this proposal for services to support SUSANVILLE CA in achieving its goals of improving employee satisfaction, improvement, and retention with the employee performance management process.

OUR PROPOSAL

The Software

Express Evaluations has developed an online solution to enable HR departments and entities to streamline the employee performance process. At Express Evaluations, our goal is to provide a platform where employees and managers can “express” feedback on employee improvement and development, and also to provide HR departments with a simple yet robust solution to quickly “express” the process.

Technical/Project Approach

Our onboarding team will move at your pace and complete the project within your timeframe. At your convenience, an implementation call will be conducted to introduce the organization’s admin team to all aspects of the Express Evaluation software. If SUSANVILLE CA selects our HR Consulting Service, a dedicated client success manager will be assigned to assist in the design and scheduling of evaluations, using industry best practices, from the start until the project has been completed.



PRICING

Pricing is based off of the maximum number of active employees in the system during the 12 month license. The initial license fee will be based off of the assumption that 51-100 employees will be active in the system. If the active number of employees exceeds 100 at any point in the year, the annual license would renew at the higher tier (101-150) at the end of the 12 months (\$3,500). The cost of the annual license does not fluctuate during the year.

Category #1 - Optional Services	Price
HR Consulting – Template creation and design, monthly manager training, expedited support	\$1,000.00
This is an optional service, paid on an annual basis, and can be added or removed in subsequent years.	
Category #2 – Annual License	
Annual License with 51-100 employees	\$2,500.00
Total for Optional Services and Annual License	\$3,500.00

We look forward to working with SUSANVILLE CA in achieving its goals of improving employee satisfaction, improvement, and retention with the employee performance management process. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective HR support solution.

If you have questions on this proposal, feel free to contact Albert at your convenience by email at albert@expressevaluations.com or by phone at 385-301-2122

Thank you for your consideration,

Albert Foster
President/CEO
albert@expressevaluations.com



Why Express Evaluations?

So, you're on the hunt for some evaluation software, and that hunt has lead you to us. While you're here, we'd love a chance to tell you what makes us different.



→ User Friendly

Our software is straightforward and easy to use. So easy, your dog could do it. Ok, not really but you get the idea.

→ Cost Effective

Our pricing is incredibly reasonable. You'd be hard pressed to find a better price for what we do.

→ Customizable

You can create multiple evaluation templates and schedules for different positions, and customize your questions to exactly what you need. No 'one size fits all' here.

→ Great Support

A real human responds to your emails, and in a timely manner. We got you.

→ Designed by HR Professionals

Our company was founded by HR professionals, so our system is built with an inside understanding of people who have actually been through the process of facilitating performance evaluations.



Trish Dixon-HR Director
City of Riverton, Utah



Express Evaluations has been cost-effective, the training and customer service has been superb, and best of all it is user-friendly. We highly recommend Express Evaluations and its experienced staff for all of your performance evaluation needs.

Book a Demo at www.ExpressEvaluations.com

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We think we're kinda rad,
but don't take our word
for it ;)

"We have been using Express Evaluations for almost a year now. It has been a great transition from our old way of doing personnel evaluations. The staff at EE are great to work with and incredibly responsive to questions and helping to set up the evaluations. This is money well spent."

Nathan Strait
CEO
Central Utah
Counseling

Matthew Hood
HR Director
Cabot, AR

"We are a City of about 30k in Arkansas. Met up with Albert and Express Evals at a conference. We were able to switch from our antiquated paper system to a streamlined online experience. Employees and supervisors love it and its incredibly easy to use. Sends reminders, multiple supervisors can access, easy to update, and much more. Would give more than 5 stars if an option!"

"We purchased Express Evaluations platform to transition from our paper forms to a convenient and accessible online system. We use the flexible platform for goal setting, quarterly check-ins, and monthly call reviews. It saves time and money for employees, managers, and HR because they have everything at their fingertips. I highly recommend Express Evaluations as a value-add tool for performance management."

David Kitchen
HR Director
Lehi City, UT

For more resources on tackling Performance Evaluations
visit our site at www.expressevaluations.com

Why Do Evaluations Anyway?



Recent research confirms feedback is incredibly important to employees.

- **65%** of employees desire **more** feedback.
- **98%** of employees **disengage** from their work when they receive little to no feedback .
- Companies that invest in regular employee feedback have **14.9% lower turnover** rates.
- **75%** of employees who receive feedback feel that feedback is **valuable**.
- Highly engaged teams show **21% greater profitability**, and engagement is directly related to consistent and constructive feedback.
- **85%** of employees **take more initiative** when they receive feedback in the workplace.

Evaluations, if done correctly, can be an
→ incredible tool to increase employee ←
satisfaction, retention, and profitability.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Dan Newton, Administrative Services

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6171**, authorizing Mayor to execute Agreement with Lassen High School for School Resource Officer.

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The City of Susanville (City) and Lassen Union High School District (District) have a longstanding relationship regarding the School Resource Officer (SRO) Position. Both agencies recognize the value the position within the community. The previous Agreement expired on the last day of school in 2023. City and District staff have met and discussed terms of a replacement agreement. The proposed Agreement is for a two-year term, expiring on the last day of school 2026.

Annual cost increases have been included to offset negotiated wage increases for Susanville police officers.

FISCAL IMPACT: Lassen High School provides reimbursement to city for a portion of a police officer's salary and benefits.

ACTION REQUESTED: Motion to approve Resolution No. 23-6171, authorizing Mayor to execute Agreement with Lassen High School for School Resource Officer (SRO).

ATTACHMENTS:
[2023 LHS SRO Agreement.docx](#)
[23-6171.pdf](#)

**AGREEMENT BETWEEN
THE CITY OF SUSANVILLE AND
LASSEN UNION HIGH SCHOOL DISTRICT**

This Agreement is made on this _____ day of August 2023 by and between the City of Susanville, a municipal corporation and general law City of the State of California, hereinafter referred to as the "City": and Lassen Union High School District, a school District organized and existing under the law of the State of California, hereinafter referred to as the "District".

PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the terms and conditions under which City will furnish supplemental law enforcement, consisting of a School Resource Officer, referred to hereafter as SRO, to the high school campus located on 1110 Main Street in Susanville, hereinafter referred to as the "District Property".

FURNISHING OF LAW ENFORCEMENT SERVICES:

City shall furnish a career law enforcement officer, as defined by Penal Code Section 830.1, of City's own choice and designation to the District as an SRO every Monday through Friday during the school year as follows: Work hours of the SRO at the District Property shall be from 7:30AM - 3:30PM, every regularly scheduled school day ("Work Hours"). If more than one police officer will split the role of SRO at the District Property, this shall be communicated to the District on a written and pre-determined schedule to ensure role is covered each school day during Work Hours. City agrees to submit a staffing schedule to the District every month.

The City and the District agree the primary responsibility of the SRO is the safety of the students and staff of the District. There may be times when said officer is unavailable to be present on District Property during regular school hours and the parties hereto recognize, understand, and agree that at those times it will be necessary for said police officer to be unavailable to District. The parties hereto recognize, understand, and agree that the City will attempt to limit the amount of time said police officer is unavailable to District during normal school hours.

The police officer shall spend the majority of his/her time in and around the District Property; provided, however, said police officer may respond as backup to major in- progress calls anywhere in the City, when necessary, in the discretion of said police officer and/or City. The police officer will maintain full law enforcement authority to investigate crimes on the District Property and shall report to the Shift Supervisor at City's police department when initiating a crime investigation.

In consideration for times when the SRO will be absent from the campus, City agrees to furnish two (2) Police Officers to the District for special events outside of the school day for four (4) events per year, up to four (4) hours.

SRO in partnership with Administration and/or School Security staff maybe called upon to participate in welfare checks and truancy checks within District's Boundary. There shall be no additional compensation provided for travel outside of the city limits; however, if the travel expenses become excessive, the District and City agree to meet and confer to mutually arrive at a resolution.

Additional dedicated City police service may be obtained by separate agreement.

FACILITIES:

District shall provide the SRO, with office space at District Property equipped with a desk, telephone, computer, sufficient chairs and other technological equipment as agreed upon between City and District, for use during Work Hours.

City shall provide all training, equipment, vehicle, and supplies to the SRO needed to perform duties according to this Agreement.

POLICE OFFICERS ARE EMPLOYEES OF CITY:

All police officers furnished by City shall be employees of the City and shall be at all times subject to the supervision and control of City. District will not have any supervision responsibilities of said police officer. City shall have the sole responsibility of paying the salaries, taxes (including, but not limited to, retirement benefits, federal social security taxes and federal and California unemployment taxes) and all other expenses relating to each police officer of City serving as SRO for the District.

POLICE OFFICERS SERVICES HEREUNDER:

City police officer duties while acting as SROs shall encompass only law enforcement duties including but not limited to the following services: (a) physical presence on the District Property; (b) address crime and disorder problems on the District Property; (c) develop or expand crime prevention and safety; (d) educate District staff in crime prevention and safety, as well as in the identification of crime and related issues; (e) conduct assessments of physical and procedural issues involving safety and security; (f) assist in the development of policy by the District that addresses crime, as well as recommend procedural changes in such policies; and (g) assist in the identification of physical changes in the environment that may reduce crime.

GENERAL DUTIES OF THE SRO:

The City and District agree the primary responsibility of the SRO is the safety of the students and staff on District grounds. The general duties of the SRO are to: (a) provide education, when appropriate, to District in the prevention, identification and control of crime and related issues; (b) establish an office of operations at the District Property; (c) establish a scheduled presence at the District Property during special events and athletic contests; (d) provide escorts upon request for staff: students and visitors to and from the District Property; (e) conduct assessments of physical and procedural issues involving safety and security; (f) conduct meetings with District as needed; (g) assist administrative personnel in investigation of crimes committed on the District Property; (h) assist in the reduction of truancy for the District; (i) tobacco education and enforcement on District Property; (j) work to prevent juvenile delinquency; and (k) when necessary, collaborate with District staff to conduct interrogations, searches and seizures of students using the reasonable suspicion standard when initiated by District staff, and the probable cause standard when initiated by SRO.

If either party wishes to amend the duties of the SRO pursuant to this Agreement, such an amendment must be in writing signed by both parties to this Agreement.

STUDENT RECORDS:

The Parties agree that the SRO shall be allowed access to necessary school attendance and discipline records for which the SRO has a "legitimate educational interest." The SRO shall not inspect or copy confidential student records outside of scope of the SRO's service, including any record related to a student's immigration status, except as allowed by law. The District remains in direct control of the use,

maintenance and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

STUDENT DISCIPLINE:

District staff shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus and enforce the Education Code.

WORKERS COMPENSATION COVERAGE:

The City shall provide and maintain during the course of this Agreement workers' compensation coverage for the protection of City's employees engaged in work as SROs pursuant to this Agreement.

INDEMNITY:

District shall defend, indemnify and hold harmless City, its officers, directors and employees and each of them, from any and all claims, demands, causes of actions, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever, arising out of or in connection with District's negligent or intentional acts or omissions in the performance of this contract for: (a) bodily injury including, but not limited to bodily injury, sickness or disease, emotional injury or death to any person(s); and (b) damaged to property of anyone including loss of use thereof.

City shall defend, indemnify, and hold harmless District, its officers, directors and employees and each of them, from any and all claims, demands, causes of actions, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, or every kind and nature whatsoever, arising out of or in connection with the City's negligent or intentional acts or omissions in the performance of this contract for: (a) bodily injury including but not limited to, bodily injury, sickness or disease, emotional injury or death to any person(s); and (b) damage to property of anyone including loss of use thereof.

It is the intention of the Parties that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.

Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.

SOLE AGREEMENT:

This Agreement constitutes the sole agreement of the Parties hereto relating to the matters set forth herein and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

WAIVER:

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provisions of this Agreement.

GOVERNING LAW:

This Agreement and all matters relating to it shall be governed by the laws of the State of California.

TERM/RENEWAL:

The term of this Agreement shall begin with the 2023/24 school year and terminate on the last day of school of the year 2026. Parties may choose to extend this Agreement prior to the expiration upon mutual consent.

TERMINATION:

This Agreement may be terminated or suspended voluntarily by either party, by giving the other party written notice of the party's intent to terminate or suspend the Agreement by approval of each party's respective governing body.

INSURANCE:

Each of the Parties shall respectively furnish and keep in full force and effect at all times during the term of this Agreement the following insurance:

Public liability insurance in the minimum amounts of \$1,000.000 for one person and of \$2,000.000 for more than one person for loss from a tort resulting in bodily injury or death, naming the other party as an additional insured and providing a Certificate of Insurance to that effect. Membership in a governmental self-insurance pooling arrangement is acceptable.

District shall name the City, its Governing Board, officers, agents, and employees as an additional insured and provide the City with a copy of the certificate insurance and the additional named insured endorsement prior to the commencement of this agreement.

City shall name the District, its Governing Board, officers, agents, and employees as an additional insured and provide the District with a copy of the certificate insurance and the additional named insured endorsement prior to the commencement of this agreement.

Either party may request an increase or decrease in the insurance coverage limitations no later than December 31st, to take effect 6 months thereafter with such amendment being in writing and signed by both Parties to this Agreement.

COMPENSATION:

For the services agreed to be performed under this Agreement, the District shall pay the City the corresponding amount for each year, payable in quarterly payments:

2023/2024	\$76,300
2024/2025	\$83,930
2025/2026	\$87,500

It is agreed that the City of the District may reopen this contract at any time for the purpose of negotiating the fees for the services performed under this Agreement.

For any school day that the City does not provide the SRO to the District, the District shall deduct \$458.76 from the quarterly payments. There shall be no deductions from the quarterly payments for days the SRO is on a regularly scheduled vacation, holiday, or sick leave.

For any school day that the City does not provide the SRO to the District due to the City sending the SRO to training, the District shall deduct \$458.76 from the quarterly payments. There shall be no deductions from the quarterly payments for training that is preapproved by the District and is beneficial to the position of the SRO.

MODIFICATION:

This agreement shall not be modified except in writing and executed by both Parties.

SEVERABILITY:

If and term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions of provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

NO THIRD-PARTY BENEFICIARIES:

Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create any rights in third parties.

HIIUNG CITY'S EMPLOYEES:

The District shall not either during the term of this Agreement or for a period of one year following its termination, hire for its own employment any of the employees of the City who performed services at any time in carrying out the terms of this Agreement.

NOTICES:

Any notice submitted or communicated required or permitted to be served on a party hereto, may be served by personal delivery to the person or office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below and deposited said envelope on the United States mail to:

CITY:
Dan Newton
City Administrator
City of Susanville
66 N. Lassen Street
Susanville, CA 96130

DISTRICT:
Morgan Nugent
Superintendent
Lassen High School District
1100 Main St.
Susanville, CA 96130

AUTHORITY OF PERSONS SIGNING AGREEMENT:

The person(s) signing this Agreement on behalf of the City and District have been authorized to do so by their respective governing bodies and this Agreement has been duly executed and delivered in accordance with the authorization and constitutes a legal, valid, and binding obligation of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates following their respective signatures below:

CITY OF SUSANVILLE

LASSEN UNION HIGH SCHOOL DISTRICT

Quincy McCourt, Mayor

Morgan Nugent, LUHSD Superintendent

Attest:

Heidi Whitlock, City Clerk

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RESOLUTION NO. 23-6171
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING MAYOR TO EXECUTE AGREEMENT WITH THE
LASSEN HIGH SCHOOL DISTRICT FOR
SCHOOL RESOURCE OFFICER

WHEREAS, the City of Susanville provides a School Resource Officer to Lassen Union High School District to provide campus security services; and

WHEREAS, the previous Agreement expired on the last day of school 2023 and a new Agreement has been negotiated and is presented for Council's consideration and approval.

NOW THEREFORE BE IT RESOLVED, that the City Council of the city of Susanville does hereby approve the Agreement between the Lassen Union High School District and the city of Susanville, a copy of which is attached hereto as Exhibit "A" and does further authorize the Mayor to sign said agreement

APPROVED: _____
Quincy McCourt, 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 2nd day of August 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AGENDA ITEM NO. 9.J
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Dan Newton, Administrative Services

Action Date: August 2, 2023

SUBJECT: Consider **Resolution No. 23-6173**, authorizing the Finance Manager to increase budget in the amount of \$2,500 for work needed to develop preliminary plans and estimates for pickleball courts and maintenance of tennis courts.

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: City Council has directed staff to add a pickleball project to the city's priority list. The project added was to develop preliminary plans and cost estimates for pickleball courts. City staff has met with the representatives of the pickleball community and have contemplated a two-phase approach.

Phase 1, is to assess and develop a method of repairing the existing tennis courts at Memorial Park. Preliminary plans will be developed for established pickleball courts on one of the existing tennis courts. A cost estimate will be provided. The city code will be modified to allow pickleball at Tennis Courts.

Phase 2, is to identify a second location for new pickleball courts and develop preliminary plans and cost estimates for a second location.

Budget capacity is needed to reimburse city engineering staff for their time to develop preliminary plans, specifications, and estimates for pickleball courts and maintenance of tennis courts.

FISCAL IMPACT: \$2,500 budget increase in 1011 (Community Development/Services Fund)

ACTION REQUESTED: Motion to approve **Resolution No. 23-6173**, authorizing the Finance Manager to increase budget in the amount of \$2,500 for work needed to develop preliminary plans and estimates for pickleball courts and maintenance of tennis courts.

ATTACHMENTS:
[23-6173.pdf](#)

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: August 2, 2023

SUBJECT: Department reports

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The City Administrator Reports section of the agenda is designed for the Administrator and Department Heads to address the Council on a variety of topics, as needed.

FISCAL IMPACT: None.

ACTION REQUESTED: Information only

ATTACHMENTS:

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Cheyenne Ratkey, Fire

Action Date: August 2, 2023

SUBJECT: Susanville Fire Department - Presentation of Squad 651

PRESENTED BY: James Moore, Fire Chief

SUMMARY: The Susanville Fire Department's Squad 651 vehicle was obtained through the Community Development Block Grant CARES grant funding and will be presented to City Council and the public for viewing and description of purpose and services to be provided by this equipment to our community.

FISCAL IMPACT: None.

ACTION REQUESTED: None

ATTACHMENTS:

AGENDA ITEM NO. 14.A
Discussion Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: August 2, 2023

SUBJECT: Future Council Items

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: Any person may address the Council during Business from the Floor and throughout the City Council agenda's staff reports and agenda items. To encourage public participation in City Council meetings and address items brought forth to the podium by the public, staff has compiled a list from the past 3 months of City Council meetings and categorized items brought forth to the podium by date the comment was received, agenda item topic comment was received on, and public comments received during Business from the Floor for Council's review and to help staff prioritize and address public items.

FISCAL IMPACT: None.

ACTION REQUESTED: Informational item with possible direction to staff.

ATTACHMENTS:
[20230802 items from the podium.pdf](#)

BUSINESS FROM THE FLOOR

- 5/3/2023** Consider concern with fence located at 63 S. Weatherlow property and consider reduction of abatement extensions awarded by Planning Commission
- 5/3/2023** Consider support of affordable housing projects within community
- 5/3/2023** Consider using ARPA Funding for pickleball courts near the Susanville Bark Park or resurface Memorial Park tennis courts and direct staff to begin working on placement, research, and allocation of time towards pickleball courts within the community
- 5/3/2023** Consider providing information on camping ordinance within city limits
- 5/17/2023** Consider reducing hate within the community
- 5/17/2023** Consider appointing a policy maker to the Planning Commission to streamline change
- 5/17/2023** Consider supporting Lassen Family Service's CASA program and Volunteer Appreciation Fundraising event held on May 20, 2023
- 6/7/2023** Consider issuing a public statement from the City Council about vandalism and hate crimes occurring within the community
- 6/7/2023** Consider supporting LGBTQ+ community
- 6/21/2023** Consider not responding to items from the podium in a manner in which could be perceived as a lecture to the community and public in attendance to meetings and consider all items brought to the podium as community concern
- 6/21/2023** Consider continued support of Hot Wheels Guinness World Record attempts in community
- 7/5/2023** Consider accepting Jesus into your life
- 7/18/2023** Consider support to the construction industry and its need for union support to access better living wages, healthcare benefits, and job security within the industry.

FUTURE COUNCIL ITEMS

Update on Charging Station

Discussion regarding MOU with Lassen Historical Society

~~City of Susanville App~~

Discussion on Council goal setting

~~Discussion regarding Public Comment Options~~

Discussion regarding American Rescue Plan Act Funding (ongoing)

~~Update on Farmer's Market~~

~~Discussion regarding fireworks ordinance~~

~~Discussion regarding city vehicle and equipment surplus auction~~

~~Update on Animal Shelter agreement (how many animals, cost of, etc.)~~

~~Discussion regarding lack of inventory of affordable low income housing in support of Lassen Family Services~~

~~Discussion regarding broadband improvements in Lassen County~~

~~Semi-annual or annually report on tax measure expenditures if tax measure passes~~

Discussion on collaboration with Lassen County and Susanville Indian Rancheria and City of Susanville to hire a liaison to collaborate with all three entities

Discussion regarding options to work with community on animal control and animal shelter agreement

Discussion regarding Councilmembers volunteering on projects

~~Discussion regarding placing signage at Community Garden~~

Discussion regarding partnership with Lassen Family Services in efforts to prioritize youth

~~Discussion regarding amendments to cannabis ordinance~~

Discussion regarding Council trainings and nepotism recusal policy trainings

~~Update on K-9 program~~

~~Discussion regarding homelessness within the community~~

Future
Council
Items
(cont.)

Discussion regarding tier two of shopping cart ordinance and enforcement of ordinance

Discussion regarding increased theft within the community and increase council support to police department

~~Discussion regarding council personal social media accounts~~

Discussion regarding proclamation declaring Susanville as a sanctuary city for the unborn

Discussion regarding bringing Airport Capital Improvement Plan to council earlier in the year

Discussion proving funding to police department facility renovation

Discussion regarding banner permits

Discussion regarding street legal ATV and golf cart ordinance

Discussion regarding Veterans preference in hiring

Discussion regarding city's airport hangar current use as a city storage

Discussion regarding graffiti

Discussion regarding dog/animal control nuisance ordinance

~~Update from LARP on Community Garden~~

~~Discussion regarding the sale or lease of Diamond Mountain Golf Course~~

Update on Speed Survey

Discussion regarding LARP Agreement for Operation and Maintenance of Susanville Community Garden

Discussion regarding County housing development on city property options

Discussion regarding Memorial Park Tennis Court ordinance change to include pickleball and discussion of city pickleball courts

~~Update on Police Department grooming standards policy and uniform policy~~

~~Discussion regarding proclamation for KSUE 75 years of service~~

~~Discussion regarding donation to American Legion/VFW~~

Discussion regarding street maintenance efforts and streets equipment procurement