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**CITY OF SUSANVILLE**  
**66 North Lassen Street ♦ Susanville CA**  
**Kathie Garnier, Mayor**  
**Joseph Franco, Mayor pro tem**  
**Rod E. De Boer      Kevin Stafford      Brian R. Wilson**

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

**Susanville City Council**  
**Regular Meeting ♦ City Council Chambers**  
**November 16, 2016 \* 6:00 p.m.**

*Call meeting to order*

*Roll call of Councilmembers present*

*Next Resolution No. 16-5339*

*Next Ordinance No. 16-1008*

- 1    **APPROVAL OF AGENDA:** (Additions and/or Deletions)
  
- 2    **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS** (if any): Any person may address the Council at this time upon any subject for discussion during Closed Session.
  
- 3    **CLOSED SESSION:**
  - A    CONFERENCE WITH REAL PROPERTY NEGOTIATOR – pursuant to Government Code 54956.8:
    - Property:                      Public Access and Utility infrastructure for subdivision in Wood Duck Court
    - Agency negotiator:      Jared G. Hancock
    - Negotiating parties:      City of Susanville/Al Robbins
    - Under negotiation:      Price/Conditions/Terms
  - B    PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
    - 1    Approved Position List
  - C    CONFERENCE WITH LABOR NEGOTIATOR – pursuant to Government Code §54957.6
    - 1    Agency Negotiator:      Jared G. Hancock  
Bargaining Unit:          Miscellaneous and Public Works
    - 2    Agency Negotiator:      Jared G. Hancock  
Bargaining Unit:          Public Safety
  
- 4    **RETURN TO OPEN SESSION:** (recess if necessary)
  - *Reconvene in open session at 7:00 p.m.*
  - *Pledge of allegiance*
  - *Report any changes to agenda*
  - *Report any action out of Closed Session*
  - *Moment of Silence or Thought for the Day:    Councilmember Rod E. De Boer*
  - *Proclamations, awards or presentations by the City Council:*

5 **BUSINESS FROM THE FLOOR:**

Any person may address the Council at this time upon any subject **not on the agenda** within the jurisdiction of the City Council. However, any matter that requires action will be referred to staff for a report and action at a subsequent meeting. Presentations are subject to a five-minute limit.

6 **CONSENT CALENDAR:**

All matters listed under the Consent Calendar are considered to be routine by the City Council. There will be no separate discussion on these items. Any member of the public or the City Council may request removal of an item from the Consent Calendar to be considered separately.

A Receive and file minutes from the City Council's October 5, 2016 meeting

B Approve vendor warrants numbered 98729 through 98833 for a total of \$347,102.28 including \$112,534.85 in payroll warrants

7 **PUBLIC HEARINGS:** No business.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

A Consider appointment of Airport Commission members

B Consider proposed update to the Airport Capital Improvement Plan (ACIP)

C Consider **Resolution No. 16-5338** increasing the bail schedule (fines) for parking violation within the City of Susanville along with the delinquency fee for late or non-payment

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

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

12 **CONTINUING BUSINESS:**

A Consider **Ordinance No. 16-1006** amending Section 6.08.070, of the Susanville Municipal Code increasing fees for impounds of animals and daily care: Waive first reading and introduce

B Consider approval of **Resolution No. 16-5337** authorizing Mayor to execute an amended Cooperative (CO-OP) Agreement with Caltrans for the Susanville Southeast Gateway Project, Project No. 02-1200-0097

13 **CITY ADMINISTRATOR'S REPORTS:**

A Bizz Johnson Senior Fall Color Tour

14 **COUNCIL ITEMS:**

A AB1234 travel reports:

15 **ADJOURNMENT:**

- **The next regular City Council meeting will be held on December 7, 2016 at 6:00 p.m.**

*Reports and documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours and at the meeting. These reports and documents are also available at the City's website [www.cityofsusanville.org](http://www.cityofsusanville.org), unless there were systems problems posting to the website.*

*Accessibility: An interpreter for the hearing-impaired may be made available upon request to the City Clerk seventy-two hours prior to a meeting. A reader for the vision-impaired for purposes of reviewing the agenda may be made available upon request to the City Clerk. The location of this meeting is wheelchair-accessible.*

I, Gwenna MacDonald, certify that I caused to be posted notice of the regular meeting scheduled for November 16, 2016 in the areas designated on November 10, 2016.

  
Gwenna MacDonald, City Clerk

Reviewed by:     City Administrator  
    City Attorney

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

**Submitted By:** Gwenna MacDonald, City Clerk

**Action Date:** November 16, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Minutes of the City Council's October 5, 2016 meeting

**PRESENTED BY:** Gwenna MacDonald, City Clerk

**SUMMARY:** Attached for the Council's review are the minutes of the City Council's October 5, 2016 meeting.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Motion to waive oral reading and approve minutes of City Council's October 5, 2016 meeting.

**ATTACHMENTS:** Minutes: October 5, 2016

**SUSANVILLE CITY COUNCIL**  
**Regular Meeting Minutes**  
**October 5, 2016 – 7:00 p.m.**

Meeting was called to order at 7:00 p.m. by Mayor Garnier.

Roll call of Councilmembers present: Brian Wilson, Kevin Stafford, Joseph Franco and Kathie Garnier.  
Absent: De Boer

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

**1. APPROVAL OF AGENDA:**

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

**2. PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No comments.**

**3 CLOSED SESSION: No business.**

**4 RETURN TO OPEN SESSION:**

Mayor Garnier announced that the City Council did not consider any closed session items, and that Public Works Director Dan Newton would be filling in for the City Administrator at tonight's meeting.

Chief James Moore provided the Thought of the Day.

**5 BUSINESS FROM THE FLOOR:**

Officer Terra Avilla, Susanville Police Officer's Association, invited those in attendance to the Policeman's Ball to be held on October 29<sup>th</sup>. Proceeds for the event provide funding for the annual Shop with a Cop program held for local youth.

Officer Avilla also provided an update to the Council regarding the Crime Stoppers program which was going to be implemented in Lassen County. The program provides an opportunity for citizens to phone in anonymous tips for unsolved crimes, and has been proven to be very effective in other areas.

Mayor pro tem Franco thanked Officer Avilla for the numerous public outreach efforts conducted by the Department.

**6 CONSENT CALENDAR: Mayor Garnier reviewed the items on the Consent Calendar:**

- A Approve vendor warrants numbered 98341 through 98474 for a total of \$455,712.45 including \$100,343.65 in payroll warrants

Motion by Councilmember Wilson, second by Mayor pro tem Franco, to approve the Consent Calendar; motion carried. Ayes: Wilson, Stafford, Franco and Garnier. Absent: De Boer.

7. **PUBLIC HEARINGS:** None.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:** None.

Commission/Committee Reports:

9. **NEW BUSINESS:**

**9A Consider offer to purchase Hangar #5A at the Susanville Municipal Airport** Mr. Newton reported that the City has agreements with citizens who own private hangars at the airport, and a provision in the agreement requires that when the owner decides to sell the hangar, the City has the first right of refusal. Mr. Larry Beck, the owner of Hangar 5A has requested to sell his hangar and has received an offer of \$20,000.

Councilmember Wilson asked if Larry Beck served on the Airport Commission.

Ms. MacDonald confirmed that he did.

Councilmember Wilson asked if he would still have an aircraft at the Airport.

Mr. Newton responded that he did not have that information available.

Motion by Councilmember Wilson, second by Mayor pro tem Franco, that the City would not purchase Hangar 5A; motion carried. Ayes: Wilson, Stafford, Franco and Garnier.

**9B Consider approval of Resolution No. 16-5329 authorizing closure of Main Street on November 11, 2016 for Veteran's Day Parade** Mr. Newton reported that the City received a request from the Lassen County Veterans Association to authorize the closure of Main Street for the annual Veterans Day Parade to be held Friday, November 11, 2016 between 11:00 a.m. and 12:00 p.m. The street closure would begin at Russell Avenue and 1205 Main Street, and require assistance from the Street Division and Police Department to set up and remove traffic control signs and assist the Police Officers with traffic control. The estimated staffing cost for support of the event is \$1,770.00.

Motion by Councilmember Stafford, second by Mayor pro tem Franco, to approve Resolution No. 16-5329; motion carried. Wilson, Stafford, Franco and Garnier. Absent: De Boer.

**9C Consider request to waive fees for reservation of Golf Course Club House for CASA Appreciation Lunch on October 28, 2016** Mr. Newton explained that the City received a request from Lassen Family Services to utilize the old Golf Club House on October 28<sup>th</sup> to hold their annual CASA Volunteer Awards and Appreciation Luncheon and they have requested a waiver of the associated fees. The CASA volunteers are court appointed special advocates who represent abused and neglected children in the community. Lassen Family Services is a non-profit agency and the fee for rental \$175, but they would still be responsible for the \$100 refundable deposit.

Motion by Councilmember Stafford, second by Mayor pro tem Franco to authorize the fee waiver for the event; motion carried. Ayes: Wilson, Stafford, Franco and Garnier. Absent: De Boer.

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

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

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

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

**13A**    **2016 Annual Leaf Collection Program** Mr. Newton reported that the City has established the Annual Leaf Collection program and facilitates the event by coordinating the donation of services from the California Correctional Center and C & S Waste Solutions. The event begins October 28 and continues through December 2, and may be extended if necessary. Through the duration of the event, collection boxes are set up at three locations throughout the City where residents can take their bagged leaves. Staff will load the leaves into a green waste dumpster and C&S Staff transports the dumpsters to CCC for composting. The Public Works Department will notify the public through a flyer, an advertisement in the paper, a public service announcement on the radio and information about the program will also be posted on the City's website.

Mayor Garnier commented that it is a great program for the community.

**13B**    **Fire Department Quarterly Report** Chief Moore reviewed the activities and projects of the Susanville Fire Department including personnel, incident response information, response to out of area fires, OES, grants, volunteers, facility, training, prevention, public education, code enforcement and apparatus maintenance. Chief Moore discussed the City's ISO rating and the identified need to provide CPR and First Aid training to the community. The City's ISO rating was moved from a 4 to a 3 rating, with only 1,400 cities in the nation having a 3 designation. There are several factors that affect the rating, and the City was close to achieving a 2 rating, with only 800 cities in the nation having a 2 rating. Chief Moore stated that he was not sure if the rate improvement had affected the insurance ratings in the community for resident's homeowner's insurance, but it is possible that it did.

There was a general discussion regarding the process for identifying properties that are in violation of the City's weed and rubbish abatement policy. Chief Moore discussed the progression of fire and the negative impact that one overgrown property can have in an urban area because it provides the fuel needed for a fire to spread throughout neighborhoods.

Chief Moore explained that recently, the Department has had two full time employees and one volunteer trained in CPR at the instructor level, and the Department has formed a partnership with SEMSA and the Lassen Health Department to provide community CPR courses on a quarterly basis.

**14**     **COUNCIL ITEMS:**

Councilmember Wilson thanked Chief Moore for providing the update, and stated that the Department and volunteers were doing a great job. He asked what the status is for utilizing the water tank in Johnstonville for fire suppression efforts at the airport.

Chief Moore explained that the City works with other local agencies for the creation of the Hazard Mitigation Plan, and utilizing the well is identified in the plan as a future project, which opens up opportunities for future funding sources. He discussed options for locating a hydrant in the area.

Mayor Garnier informed staff that a homeless person has set up camp just off Main Street near the old Chinese Kitchen and stated that the site is hidden among trees and shrubs. She asked that the Police Department follow up and take care of the unsafe condition.

**14A AB1234 travel reports:**

**15 ADJOURNMENT:**

Motion by Councilmember Wilson, second by Mayor pro tem Franco, to adjourn; motion carried. Ayes: Wilson, Stafford, Franco and Garnier. Absent: De Boer.

Meeting adjourned at 7:59 p.m.

Respectfully submitted by

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Kathie Garnier, Mayor

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

*Approved on:* \_\_\_\_\_



Reviewed by:  City Administrator  
 City Attorney

Motion only  
 Public Hearing  
 Resolution  
 Ordinance  
 Information

**Submitted by:** Deborah Savage, Finance Manager

**Action Date:** November 16, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Vendor and Payroll Warrants

**PRESENTED BY:** Deborah Savage, Finance Manager

**SUMMARY:** Warrants dated October 27<sup>th</sup> through November 8<sup>th</sup> numbered 98729 through 98833.

**FISCAL IMPACT:** Accounts Payable vendor warrants totaling \$ 234,567.43 plus \$112,534.85 in payroll warrants, for a total of \$347,102.28.

**ACTION REQUESTED:** Motion to receive and file.

**ATTACHMENTS:** Payments by vendor and transmittal check registers.

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
10/16	10/28/2016	98753	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES	634876861	1	7620-430-10-44	LINEN SERVICE	89.37	89.37
Total 634876861:											
10/16	10/28/2016	98753	44	ARAMARK UNIFORM SE	UNIFORM SERVICE	634876862	1	7401-430-62-44	LINEN SERVICES	51.73	51.73
Total 634876862:											
10/16	10/28/2016	98753	44	ARAMARK UNIFORM SE	UNIFORM SERVICE	634876863	1	2007-431-20-44	LINEN SERVICE	50.26	50.26
Total 634876863:											
10/16	10/28/2016	98753	44	ARAMARK UNIFORM SE	UNIFORM SERVICE	634876864	1	7110-430-42-44	LINEN SERVICE	40.80	40.80
Total 634876864:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SUPPLIES-FIRE	367765	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	5.49	5.49
Total 367765:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SUPPLIES-FIRE	368239	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	40.59	40.59
Total 368239:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SANDPAPER-FIRE	368717	1	1000-422-10-46	SUPPLIES-GENERAL	13.32	13.32
Total 368717:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SUPPLIES-FIRE	368829	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	56.08	56.08
Total 368829:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	FASTENERS-STREETS	369159	1	2007-431-20-46	SUPPLIES-GENERAL	22.05	22.05

CITY OF SUSANVILLE

Check Register - Payments by Vendor

Check Issue Dates: 10/28/2016 - 10/28/2016

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 369159:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SUPPLIES-GAS	369271	1	7401-430-62-46	SUPPLIES-GENERAL	22.05	22.05
Total 369271:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SUPPLIES-GAS	369318	1	7401-430-62-46	SUPPLIES-GENERAL	19.31	19.31
Total 369318:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	HOSE REPAIR-GAS	369320	1	7401-430-62-46	SUPPLIES-GENERAL	1.92	1.92
Total 369320:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SUPPLIES-WATER	369322	1	7110-430-42-46	SUPPLIES-GENERAL	7.73	7.73
Total 369322:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	369377	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	10.15	10.15
Total 369377:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SUPPLIES-WATER	369654	1	7110-430-42-46	SUPPLIES-GENERAL	30.45	30.45
Total 369654:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	ROPE FOR BANNER-STREETS	369687	1	2007-431-20-46	SUPPLIES-GENERAL	32.87	32.87
Total 369687:											
10/16	10/28/2016	98754	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	369733	1	2007-431-20-46	SUPPLIES-GENERAL	5.41	5.41
Total 369733:											
10/16	10/28/2016	98755	1307	C&S WASTE SOLUTIONS	1505 MAIN ST	1505MAIN 100116	1	1000-422-10-44	DISPOSAL	160.42	160.42
Total 1505MAIN 100116:											

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
10/16	10/28/2016	98756	8737		REFUND WATER DEPOSIT	10225350011	1	7110-2228-000	DEPOSITS-CUSTOMER	70.42	70.42
Total 10225350011:											
10/16	10/28/2016	98757	156	CREATIVE FORMS & CO	W2, 1099, ENVELOPES	115006	1	1000-415-10-46	SUPPLIES-GENERAL	294.08	294.08
Total 115006:											
10/16	10/28/2016	98758	161	CSK AUTO INC	OIL-STREETS	2740444357	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	123.08	123.08
10/16	10/28/2016	98758	161	CSK AUTO INC	OIL-GAS	2740444357	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	158.54	158.54
10/16	10/28/2016	98758	161	CSK AUTO INC	OIL-WATER	2740444357	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	210.72	210.72
Total 2740444357:											
10/16	10/28/2016	98759	174	DATEMA, STEVEN K	AIRPORT MANAGER 10/16	102616	1	7201-430-81-43	TECHNICAL SVCS	1,896.86	1,896.86
10/16	10/28/2016	98759	174	DATEMA, STEVEN K	UNDERPAYMENT HEALTH INS	102616	2	7201-430-81-42	HEALTH INSURANCE AND ADM	58.00	58.00
Total 102616:											
10/16	10/28/2016	98760	194	DIAMOND SAW SHOP IN	CHAINSAW PARTS-FIRE	15027	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	37.15	37.15
Total 15027:											
10/16	10/28/2016	98761	1260	DIRECTV INC	CABLE-GC	29748940283	1	7530-451-52-45	COMMUNICATIONS	171.96	171.96
Total 29748940283:											
10/16	10/28/2016	98762	219	ED STAUB & SONS PETR	PROPANE-AIRPORT	273505	1	7201-430-81-46	PROPANE	49.31	49.31
Total 273505:											
10/16	10/28/2016	98762	219	ED STAUB & SONS PETR	PROPANE-GC	5490	1	7530-451-52-46	GASOLINE	194.97	194.97
Total 5490:											
10/16	10/28/2016	98763	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	676280	1	7110-430-42-43	TECHNICAL SVCS	22.00	22.00
Total 676280:											

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
10/16	10/28/2016	98763	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-JO	677676	1	7112-430-42-43	TECHNICAL SERVICES	27.00	27.00
Total 677676:											
10/16	10/28/2016	98763	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	677677	1	7110-430-42-43	TECHNICAL SVCS	131.00	131.00
Total 677677:											
10/16	10/28/2016	98763	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	678565	1	7110-430-42-43	TECHNICAL SVCS	133.00	133.00
Total 678565:											
10/16	10/28/2016	98763	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	678767	1	7110-430-42-43	TECHNICAL SVCS	85.00	85.00
Total 678767:											
10/16	10/28/2016	98764	265	FRONTIER	257-0315 AWOS AIRPORT	0315 101516	1	7201-430-81-45	COMMUNICATIONS	42.56	42.56
Total 0315 101516:											
10/16	10/28/2016	98764	265	FRONTIER	257-1045 PW ENGINEERING	1045 101516	1	7620-430-10-45	COMMUNICATIONS	52.23	52.23
Total 1045 101516:											
10/16	10/28/2016	98764	265	FRONTIER	257-2845 U/B ROLL OVER	2845 101516	1	7620-430-10-45	COMMUNICATIONS	64.49	64.49
Total 2845 101516:											
10/16	10/28/2016	98765	298	HAT CREEK CONSTRUC	ASPHALT-STREETTS	74041	1	2007-431-20-46	SUPPLIES-GENERAL	599.68	599.68
Total 74041:											
10/16	10/28/2016	98766	335	J.W. WOOD CO INC	SUPPLIES- WATER	93071	1	7110-430-42-46	SUPPLIES-GENERAL	38.57	38.57
Total 93071:											
10/16	10/28/2016	98768	372	KRONICK. MOSKOVITZ	PROFESSIONAL SERVICES 9/2	284337	1	1000-412-10-43	PROFESSIONAL SVCS	8,953.37	8,953.37

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 284337:											
10/16	10/28/2016	98769	411	LASSEN MOTOR PARTS	CHAIN-STREETS	262299	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	12.43	12.43
10/16	10/28/2016	98769	411	LASSEN MOTOR PARTS	CHAIN-GAS	262299	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	16.02	16.02
10/16	10/28/2016	98769	411	LASSEN MOTOR PARTS	CHAIN-WATER	262299	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	21.30	21.30
Total 262299:											
10/16	10/28/2016	98769	411	LASSEN MOTOR PARTS	CHAIN-STREETS	262761	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	6.46	6.46
10/16	10/28/2016	98769	411	LASSEN MOTOR PARTS	CHAIN-WATER	262761	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	11.04	11.04
10/16	10/28/2016	98769	411	LASSEN MOTOR PARTS	CHAIN-GAS	262761	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	8.30	8.30
Total 262761:											
10/16	10/28/2016	98769	411	LASSEN MOTOR PARTS	HOSE REPAIR #374-GAS	263127	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	62.23	62.23
Total 263127:											
10/16	10/28/2016	98769	411	LASSEN MOTOR PARTS	REPAIR #341-STREETS	263300	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	12.99	12.99
Total 263300:											
10/16	10/28/2016	98769	411	LASSEN MOTOR PARTS	REPAIR#231-STREETS	263497	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	89.54	89.54
Total 263497:											
10/16	10/28/2016	98770	1102	LASSEN PC	SOFTWARE LICENSE-FIRE	18564	1	1000-422-10-43	TECHNICAL SVCS	43.99	43.99
Total 18564:											
10/16	10/28/2016	98771	413	SUSANVILLE TOWING	REPAIR HEAD LIGHTS #83-PD	53229	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	10.29	10.29
Total 53229:											
10/16	10/28/2016	98772	437	LMUD	JOHNSTONVILLE RD SPRINKLE	10262 101816	1	1000-452-30-46	ELECTRICITY	21.60	21.60
Total 10262 101816:											

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
10/16	10/28/2016	98772	437	LMUD	472-105 JOHNSTONVILLE WAT	350161 101816	1	7112-430-42-46	ELECTRICITY	89.31	89.31
Total 350161 101816:											
10/16	10/28/2016	98772	437	LMUD	WELL #3-WATER	4559 101816	1	7110-430-42-46	ELECTRICITY	5,339.03	5,339.03
Total 4559 101816:											
10/16	10/28/2016	98773	445		RETIRE INCENTIVE 11/16	102616	1	7610-2239-007	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 102616:											
10/16	10/28/2016	98774	480	MINERS & PISANI INC	NATURAL GAS REPAIR FIRE H	20848	1	7401-430-62-46	SUPPLIES-GENERAL	393.49	393.49
Total 20848:											
10/16	10/28/2016	98775	481	MISSION LINEN & UNIFO	CUSTODIAL SUPPLIES-PD	503581315	1	1000-421-10-46	SUPPLIES-JANITORIAL	399.15	399.15
Total 503581315:											
10/16	10/28/2016	98776	7872		SHIFT COVERAGE 10/17	101916	1	1000-422-10-43	VOLUNTEERS	25.00	25.00
Total 101916:											
10/16	10/28/2016	98777	8735		WOODSTOVE REBATE	102516	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 102516:											
10/16	10/28/2016	98778	1003		REIMBURSE FOR MEALS ON LI	101816	1	1000-422-50-45	TRAVEL	67.83	67.83
Total 101816:											
10/16	10/28/2016	98779	8736		WOODSTOVE REBATE	102516	1	8404-430-12-48	GRANTS	1,500.00	1,500.00
Total 102516:											
10/16	10/28/2016	98780	572	QUILL CORPORATION	OFFICE SUPPLIES-PW	1023198	1	7620-430-10-46	SUPPLIES-GENERAL	49.38	49.38

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 1023198:											
10/16	10/28/2016	98780	572	QUILL CORPORATION	OFFICE SUPPLIES	1031658	1	1000-417-10-46	SUPPLIES-GENERAL	49.38	49.38
Total 1031658:											
10/16	10/28/2016	98781	1270	SILVER STATE BARRICA	HWY DETOUR SIGNS-STREETS	89159	1	2007-431-20-46	SUPPLIES-GENERAL	129.43	129.43
Total 89159:											
10/16	10/28/2016	98782	1265	SUSANVILLE PAINT CEN	SUPPLIES-FIRE	29279	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	48.30	48.30
Total 29279:											
10/16	10/28/2016	98782	1265	SUSANVILLE PAINT CEN	SUPPLIES-FIRE	29283	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	72.24	72.24
Total 29283:											
10/16	10/28/2016	98783	712	TNS TRUCKING CO	TRANSFER SAND-GAS	2540	1	7401-430-62-46	SUPPLIES-GENERAL	176.66	176.66
10/16	10/28/2016	98783	712	TNS TRUCKING CO	TRANSFER SAND-STREETS	2540	2	2007-431-20-46	SUPPLIES-GENERAL	176.66	176.66
10/16	10/28/2016	98783	712	TNS TRUCKING CO	TRANSFER SAND-WATER	2540	3	7110-430-42-46	SUPPLIES-GENERAL	176.66	176.66
Total 2540:											
10/16	10/28/2016	98784	713		RETIRE INCENTIVE 11/16	102616	1	7610-2239-007	EARLY RETIREMENT INCENTIV	930.00	930.00
Total 102616:											
10/16	10/28/2016	98785	530	U.S. BANK EQUIPMENT F	COPIER - FIRE	314784729	1	1000-422-10-44	RENT & LEASES EQUIP & VEHI	160.96	160.96
Total 314784729:											
10/16	10/28/2016	98786	749	VERIZON WIRELESS	CELLULAR PHONES - FIRE	9772876425	1	1000-422-10-45	COMMUNICATIONS	76.02	76.02
Total 9772876425:											
10/16	10/28/2016	98787	770	WESTERN NEVADA SUP	YELLOW MARKING FLAG-GAS	66794680	1	7401-430-62-46	SUPPLIES-GENERAL	139.75	139.75



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 66794680:											
10/16	10/28/2016	98787	770	WESTERN NEVADA SUP	CURB STOP-WATER	66799170	1	7110-430-42-46	SUPPLIES-GENERAL	139.75	139.75
Total 66799170:											
10/16	10/28/2016	98787	770	WESTERN NEVADA SUP	PARTS-GAS	66802282	1	7401-430-62-46	SUPPLIES-GENERAL	31.19	31.19
Total 66802282:											
10/16	10/28/2016	98787	770	WESTERN NEVADA SUP	DIESEL EXHAUST FLUID-GAS	66804307	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	11.52	11.52
Total 66804307:											
10/16	10/28/2016	98788	1192	ZAMORA'S TREE SERVIC	TRIMMED TREE @ GOLF COUR	232283	1	7530-451-52-43	TECHNICAL SERVICES	500.00	500.00
Total 232283:											
10/16	10/28/2016	98788	1192	ZAMORA'S TREE SERVIC	REMOVE TREE ON MARK ST. A	232284	1	2007-431-20-43	PROFESSIONAL SVCS	325.00	325.00
Total 232284:											
Grand Totals:										27,869.54	27,869.54

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

Report Criteria:

Report type: GL detail  
Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
11/16	11/03/2016	98790	21	AIRGAS USA, LLC	CHLORINE- WATER	9056502925	1	7110-430-42-46	SUPPLIES-GENERAL	374.84	374.84
Total 9056502925:											
11/16	11/03/2016	98791	927	BAXTER AUTO PARTS IN	SUPPLES-FD	320172562	1	1000-422-10-46	SUPPLIES-GENERAL	4.77	4.77
Total 320172562:											
11/16	11/03/2016	98791	927	BAXTER AUTO PARTS IN	TURN SIGNAL KIT -FD	320173625	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	10.21	10.21
Total 320173625:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	SUPPLIES-FD	369120	1	1000-422-10-46	SUPPLIES-GENERAL	6.54	6.54
Total 369120:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	CITY HALL REHAB PROJECT	369192	1	1000-452-21-46	SUPPLIES-GENERAL	61.88	61.88
Total 369192:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	CITY HALL REHAB PROJECT	369193	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	88.46	88.46
Total 369193:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	CITY HALL REHAB PROJECT	369417	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	71.83	71.83
Total 369417:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	SUPPLIES-FD	369480	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	37.90	37.90
Total 369480:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	SUPPLIES-GAS	369615	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	21.06	21.06

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 369615:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	SUPPLIES- FD	369627	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	21.06	21.06
Total 369627:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	CITY HALL REHAB PROJECT	369718	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	87.04	87.04
Total 369718:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	CITY HALL REHAB PROJECT	369739	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	58.04	58.04
Total 369739:											
11/16	11/03/2016	98792	76	BILLINGTON ACE HARD	CITY HALL REHAB PROJECT	369821	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	34.81	34.81
Total 369821:											
11/16	11/03/2016	98793	8744		REFUND GAS DEPOSIT	10309400023	1	7401-2228-000	DEPOSITS-CUSTOMER	59.87	59.87
Total 10309400023:											
11/16	11/03/2016	98794	116	CASHMAN EQUIPMENT	CREDIT MEMO-GAS	0278994	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	11.82-	11.82-
Total 0278994:											
11/16	11/03/2016	98794	116	CASHMAN EQUIPMENT	CREDIT MEMO-GAS	0278995	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	88.35-	88.35-
Total 0278995:											
11/16	11/03/2016	98794	116	CASHMAN EQUIPMENT	REPAIRS #374-GAS	2508467	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	224.14	224.14
Total 2508467:											
11/16	11/03/2016	98794	116	CASHMAN EQUIPMENT	KIT SEAL #345-WATER	2510700	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	85.19	85.19
Total 2510700:											

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
11/16	11/03/2016	98795	1354	CENTRAL JANITOR'S SU	RETURNED JANITOR SUPPLIE	15697	1	1000-422-10-46	SUPPLIES-JANITORIAL	93.10-	93.10-
Total 15697:											
11/16	11/03/2016	98795	1354	CENTRAL JANITOR'S SU	CLEANING SUPPLIES-FD	15931 CM	1	1000-422-10-46	SUPPLIES-JANITORIAL	346.76-	346.76-
Total 15931 CM:											
11/16	11/03/2016	98795	1354	CENTRAL JANITOR'S SU	JANITOR SUPPLIES-FD	738028	1	1000-422-10-46	SUPPLIES-JANITORIAL	12.08	12.08
Total 738028:											
11/16	11/03/2016	98795	1354	CENTRAL JANITOR'S SU	SUPPLIES- FD	738040	1	1000-422-10-46	SUPPLIES-JANITORIAL	415.46	415.46
Total 738040:											
11/16	11/03/2016	98795	1354	CENTRAL JANITOR'S SU	LIQUID HANDSOAP-FD	741689	1	1000-422-10-46	SUPPLIES-JANITORIAL	34.19	34.19
Total 741689:											
11/16	11/03/2016	98796	148	COMPUTER LOGISTICS	MONTHLY SER 2HRS	68607	1	1000-417-10-43	TECHNICAL SVCS	220.00	220.00
Total 68607:											
11/16	11/03/2016	98796	148	COMPUTER LOGISTICS	ANTI VIRUS-BARRACUDA 200G	68617	1	1000-421-10-43	PROFESSIONAL SVCS	50.00	50.00
Total 68617:											
11/16	11/03/2016	98796	148	COMPUTER LOGISTICS	EMAIL & IPHONE SUPPORT	68657	1	1000-417-10-43	TECHNICAL SVCS	483.50	483.50
Total 68657:											
11/16	11/03/2016	98797	152	COUSO TECHNOLOGY &	WEBSITE MAINT 10/16-11/16	542324	1	1000-417-10-43	TECHNICAL SVCS	340.00	340.00
Total 542324:											
11/16	11/03/2016	98798	161	CSK AUTO INC	PULLEY/BELT #75-GAS	274044438	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	53.21	53.21

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 2740444585:											
11/16	11/03/2016	98798	161	CSK AUTO INC	PARTS-STREETS	2740444585	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	53.21	53.21
Total 2740444585:											
11/16	11/03/2016	98798	161	CSK AUTO INC	TOGGLE SWITCH #151-WATER	2740444592	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	4.83	4.83
Total 2740444592:											
11/16	11/03/2016	98798	161	CSK AUTO INC	MULTI RELAY #E-623-FD	2740444795	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	32.83	32.83
Total 2740444795:											
11/16	11/03/2016	98798	161	CSK AUTO INC	FUSES-STREETS	5740444459	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	4.56	4.56
11/16	11/03/2016	98798	161	CSK AUTO INC	FUSES-WATER	5740444459	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	7.82	7.82
11/16	11/03/2016	98798	161	CSK AUTO INC	FUSES-GAS	5740444459	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	5.88	5.88
Total 5740444459:											
11/16	11/03/2016	98799	8742		REFUND GAS DEPOSIT	10330300020	1	7401-2228-000	DEPOSITS-CUSTOMER	134.54	134.54
Total 10330300020:											
11/16	11/03/2016	98800	198	DITCH WITCH EQUIPMEN	TANK CAP #151-WATER	225082	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	45.16	45.16
Total 225082:											
11/16	11/03/2016	98801	216	EAA CHAPTER 794 INC.	1/2 AIR FAIR INSURANCE 2016	TR047704	1	7630-411-40-45	INS.AIRPORT AIR SHOW	436.00	436.00
Total TR047704:											
11/16	11/03/2016	98802	8738		CARL MOYER GRANT	102516	1	8405-430-10-48	GRANTS	35,000.00	35,000.00
Total 102516:											
11/16	11/03/2016	98803	265	FRONTIER	257-1056 P/W SHOP	1056 102016	1	7620-430-10-45	COMMUNICATIONS	53.11	53.11

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 1056 102016:											
11/16	11/03/2016	98803	265	FRONTIER	257-1067 FAX-PW	1057 102016	1	7620-430-10-45	COMMUNICATIONS	193.05	193.05
Total 1057 102016:											
11/16	11/03/2016	98803	265	FRONTIER	257-4725 CITY HALL FAX	4725 101516	1	1000-419-10-45	COMMUNICATIONS	36.87	36.87
11/16	11/03/2016	98803	265	FRONTIER	257-4725 CITY HALL FAX	4725 101516	2	1000-415-10-45	COMMUNICATIONS	36.87	36.87
Total 4725 101516:											
11/16	11/03/2016	98803	265	FRONTIER	257-5152 FIRE	5152 101016	1	1000-422-10-45	COMMUNICATIONS	482.10	482.10
Total 5152 101016:											
11/16	11/03/2016	98803	265	FRONTIER	257-7236 NAT GAS	7236 102016	1	7620-430-10-45	COMMUNICATIONS	198.40	198.40
Total 7236 102016:											
11/16	11/03/2016	98803	265	FRONTIER	257-7237 NAT GAS	7237 102016	1	7620-430-10-45	COMMUNICATIONS	55.02	55.02
Total 7237 102016:											
11/16	11/03/2016	98804	7594		REFUND WATER DEPOSIT	10513300011	1	7110-2228-000	DEPOSITS-CUSTOMER	33.39	33.39
Total 10513300011:											
11/16	11/03/2016	98805	911	JOHNSTONE SUPPLY	SUPPLIES-GAS	415S2147227.001	1	7401-430-62-46	SUPPLIES-GENERAL	1,474.44	1,474.44
Total 415S2147227.001:											
11/16	11/03/2016	98805	911	JOHNSTONE SUPPLY	METER-GAS	415S2147234.001	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	128.26	128.26
Total 415S2147234.001:											
11/16	11/03/2016	98806	362	KAUFFMAN, BILL	CUSTODIAL SVCS 10/2016	589277	1	1000-417-10-44	CUSTODIAL	650.00	650.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 589277:											
11/16	11/03/2016	98807	374	L N CURTIS & SONS	GLOVES-FD	59206	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	650.00	650.00
Total 59206:											
11/16	11/03/2016	98807	374	L N CURTIS & SONS	SCREW-LOCK-FD	60655	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	77.40	77.40
Total 60655:											
11/16	11/03/2016	98808	374	L N CURTIS & SONS	EQUIPMENT-FD	295239	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	456.45	456.45
Total 295239:											
11/16	11/03/2016	98809	8739		REFUND GAS DEPOSIT	10125250027	1	7401-2228-000	DEPOSITS-CUSTOMER	51.31	51.31
Total 10125250027:											
11/16	11/03/2016	98810	411	LASSEN MOTOR PARTS	HAND CLEANER-STREETS	263626	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	6.77	6.77
11/16	11/03/2016	98810	411	LASSEN MOTOR PARTS	HAND CLEANER-WATER	263626	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	11.60	11.60
11/16	11/03/2016	98810	411	LASSEN MOTOR PARTS	HAND CLEANER-GAS	263626	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	8.74	8.74
Total 263626:											
11/16	11/03/2016	98810	411	LASSEN MOTOR PARTS	OIL & FILTER #231-STREETS	263640	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	15.10	15.10
Total 263640:											
11/16	11/03/2016	98810	411	LASSEN MOTOR PARTS	AIR FILTER #232-STREETS	263642	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	91.33	91.33
Total 263642:											
11/16	11/03/2016	98810	411	LASSEN MOTOR PARTS	VALVE #232-STREETS	263703	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	69.90	69.90
Total 263703:											
11/16	11/03/2016	98810	411	LASSEN MOTOR PARTS	ANTI FREEZE #151-WATER	263786	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	51.47	51.47

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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 263786:											
11/16	11/03/2016	98810	411	LASSEN MOTOR PARTS	HYDRANT TOOL-FD	263793	1	1000-422-10-44	HYDRANTS - REPAIR & MAINTEN	15.00	15.00
Total 263793:											
11/16	11/03/2016	98810	411	LASSEN MOTOR PARTS	GREASE-FD	264001	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	9.33	9.33
Total 264001:											
11/16	11/03/2016	98811	413	SUSANVILLE TOWING	OIL & FILTER #89-PD	53240	1	1000-421-10-44	VEHICLE - REPAIR & MAINTEN	55.23	55.23
Total 53240:											
11/16	11/03/2016	98812	437	LMUD	AIRPORT VASI LIGHTS	10108 102416	1	7201-430-81-46	ELECTRICITY	20.00	20.00
Total 10108 102416:											
11/16	11/03/2016	98812	437	LMUD	GOLF COURSE IRR WELL30 HP	122907 102416	1	7530-451-52-46	ELECTRICITY	1,012.43	1,012.43
Total 122907 102416:											
11/16	11/03/2016	98812	437	LMUD	GOLF COURSE PUMP STATION	122910 102416	1	7530-451-52-46	ELECTRICITY	624.41	624.41
Total 122910 102416:											
11/16	11/03/2016	98812	437	LMUD	GOLF COURSE IRR PUMP/8TH	122929 102416	1	7530-451-52-46	ELECTRICITY	535.78	535.78
Total 122929 102416:											
11/16	11/03/2016	98812	437	LMUD	GOLF COURSE PUMP HOUSE	132052 102416	1	7530-451-52-46	ELECTRICITY	20.00	20.00
Total 132052 102416:											
11/16	11/03/2016	98812	437	LMUD	470-895 CIRCLE DR-CLUB HOU	144281 102416	1	7530-451-52-46	ELECTRICITY	389.04	389.04
Total 144281 102416:											



CITY OF SUSANVILLE

Check Register - Payments by Vendor  
Check Issue Dates: 11/3/2016 - 11/3/2016

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
11/16	11/03/2016	98812	437	LMUD	1505 MAIN ST	2876 102416	1	1000-422-10-46	ELECTRICITY	612.78	612.78
Total 2876 102416:											
11/16	11/03/2016	98812	437	LMUD	LITTLE LEAGUE AREA LIGHTS-	3522 102416	1	1000-452-20-46	ELECTRICITY	33.77	33.77
Total 3522 102416:											
11/16	11/03/2016	98812	437	LMUD	AIRPORT LOT 5	51908 102416	1	7201-430-81-46	ELECTRICITY	20.00	20.00
Total 51908 102416:											
11/16	11/03/2016	98812	437	LMUD	AIRPORT HANGER 6	54333 102416	1	7201-430-81-46	ELECTRICITY	20.00	20.00
Total 54333 102416:											
11/16	11/03/2016	98812	437	LMUD	925 SIERRA RD SPORTS CTR	60453 102416	1	1000-452-20-46	ELECTRICITY	20.00	20.00
Total 60453 102416:											
11/16	11/03/2016	98812	437	LMUD	AIRPORT OFFICE	7146 102416	1	7201-430-81-46	ELECTRICITY	313.35	313.35
Total 7146 102416:											
11/16	11/03/2016	98812	437	LMUD	AIRPORT GAS PUMP	7154 102416	1	7201-430-81-46	ELECTRICITY	28.88	28.88
Total 7154 102416:											
11/16	11/03/2016	98812	437	LMUD	GOLF COURSE CLUB HOUSE	7394 102416	1	7530-451-52-46	ELECTRICITY	76.41	76.41
Total 7394 102416:											
11/16	11/03/2016	98812	437	LMUD	GOLF COURSE CART BARN 2	7400 102416	1	7530-451-52-46	ELECTRICITY	38.60	38.60
Total 7400 102416:											
11/16	11/03/2016	98812	437	LMUD	1801 MAIN ST	8314 102416	1	1000-421-10-46	ELECTRICITY	734.83	734.83

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 8314 102416:											
11/16	11/03/2016	98812	437	LMUD	GOLF COURSE BARN 1 & 3	9312 102416	1	7530-451-52-46	ELECTRICITY	734.83	734.83
Total 9312 102416:											
11/16	11/03/2016	98813	452	MARTIN SECURITY SYST	60 N LASSEN SECURITY 11/16	032301	1	1000-417-10-43	TECHNICAL SVCS	68.00	68.00
Total 032301:											
11/16	11/03/2016	98813	452	MARTIN SECURITY SYST	470-895 CIRCLE DR CODE CHA	32161	1	7530-451-50-43	TECHNICAL SVCS	40.00	40.00
Total 32161:											
11/16	11/03/2016	98813	452	MARTIN SECURITY SYST	115 WEATHERLOW 11/16	32226	1	1000-451-80-43	TECHNICAL SVCS	109.00	109.00
Total 32226:											
11/16	11/03/2016	98814	8741		VOLUNTEER 24 HR SHIFT-FD	101216	1	1000-422-10-43	VOLUNTEERS	25.00	25.00
Total 101216:											
11/16	11/03/2016	98815	480	MINERS & PISANI INC	GAS METERS-GAS	20869	1	7401-430-63-47	MACHINERY & EQUIPMENT	1,395.28	1,395.28
Total 20869:											
11/16	11/03/2016	98816	7872		10/21 & 24 TRANSPORT PRISO	102516	1	1000-422-10-43	VOLUNTEERS	50.00	50.00
Total 102516:											
11/16	11/03/2016	98817	532	OLD DOMINION BRUSH	SWEEPER BROOM-STREETS	0095332	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	462.57	462.57
Total 0095332:											
11/16	11/03/2016	98818	1533	ONE STOP OFFICE	VINYL STICKERS-FD	083116	1	1000-422-10-44	MISC - REPAIR & MAINTENANC	6.45	6.45
Total 083116:											

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
11/16	11/03/2016	98819	546	PAYLESS BUILDING SUP	SUPPLIES-PARKS	2482894	1	1000-452-21-46	SUPPLIES-GENERAL	26.90	26.90
Total 2482894:											
11/16	11/03/2016	98820	572	QUILL CORPORATION	OFFICE SUPPLIES	1224628	1	1000-417-10-46	SUPPLIES-GENERAL	77.32	77.32
Total 1224628:											
11/16	11/03/2016	98820	572	QUILL CORPORATION	OFFICE SUPPLIES-FD	9989393	1	1000-422-10-46	SUPPLIES-GENERAL	52.28	52.28
Total 9989393:											
11/16	11/03/2016	98821	562	RAY MORGAN CO INC	FIRE COPIER 11/26/16-12/25/16	1393135	1	1000-422-10-44	RENT & LEASES EQUIP & VEHI	32.12	32.12
Total 1393135:											
11/16	11/03/2016	98822	8740		REFUND WATER DEPOSIT	10321550000	1	7110-2228-000	DEPOSITS-CUSTOMER	35.41	35.41
Total 10321550000:											
11/16	11/03/2016	98823	8548		REIMBURSE PRO SHOP SUPPL	110216	1	7530-451-52-46	SUPPLIES-GENERAL	104.86	104.86
Total 110216:											
11/16	11/03/2016	98824	1076	SIERRA COFFEE AND BE	BOTTLED WATER 11/11/16	46880	1	1000-417-10-46	SUPPLIES-GENERAL	34.65	34.65
Total 46880:											
11/16	11/03/2016	98825	883	SILVER STATE INTERNA	GAUGE #E628-FD	377062	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	120.39-	120.39-
Total 377062:											
11/16	11/03/2016	98825	883	SILVER STATE INTERNA	BUMPER #E622- FD	383629	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	1,212.59	1,212.59
Total 383629:											
11/16	11/03/2016	98826	1436	STANISLAUS FARM SUP	GOPHER TRAPS-GC	1368077	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	142.81	142.81

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 1368077:											
11/16	11/03/2016	98827	1265	SUSANVILLE PAINT CEN	CITY HALL REHAB PROJECT	29486	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	142.81	142.81
Total 29486:											
11/16	11/03/2016	98827	1265	SUSANVILLE PAINT CEN	CITY HALL REHAB PROJECT	29513	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	126.70	126.70
Total 29513:											
11/16	11/03/2016	98827	1265	SUSANVILLE PAINT CEN	CITY HALL REHAB PROJECT	29522	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	668.51	668.51
Total 29522:											
11/16	11/03/2016	98827	1265	SUSANVILLE PAINT CEN	CITY HALL REHAB PROJECT	29662	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	64.19	64.19
Total 29662:											
11/16	11/03/2016	98827	1265	SUSANVILLE PAINT CEN	CITY HALL REHAB PROJECT	29729	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	311.84	311.84
Total 29729:											
11/16	11/03/2016	98827	1265	SUSANVILLE PAINT CEN	CITY HALL REHAB PROJECT	29730	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	8.59	8.59
Total 29730:											
11/16	11/03/2016	98828	8743		REFUND GAS DEPOSIT	10232550005	1	7401-2228-000	DEPOSITS-CUSTOMER	190.87	190.87
Total 10232550005:											
11/16	11/03/2016	98829	1474	THE SOURCE	EMPLOYMENT SCREENING	2528746	1	1000-416-10-43	TECHNICAL SVCS	10.00	10.00
Total 2528746:											
11/16	11/03/2016	98830	1141	THOMPSON GARAGE DO	SERVICED DOORS-PW	88492	1	7620-430-10-44	REPAIR AND MAINTENANCE-F	336.00	336.00
Total 88492:											

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
11/16	11/03/2016	98831	770	WESTERN NEVADA SUP	SUPPLIES- GAS	66802014	1	7401-430-62-46	SUPPLIES-GENERAL	171.87	171.87
Total 66802014:											
11/16	11/03/2016	98831	770	WESTERN NEVADA SUP	SUPPLIES- GAS	66807554	1	7401-430-62-46	SUPPLIES-GENERAL	171.87	171.87
Total 66807554:											
11/16	11/03/2016	98831	770	WESTERN NEVADA SUP	SUPPLIES- GAS	66808599	1	7401-430-62-46	SUPPLIES-SMALL TOOLS	113.31	113.31
Total 66808599:											
11/16	11/03/2016	98832	1418	WURTH INC.	PARTS-STREETS	95495630	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	110.56	110.56
11/16	11/03/2016	98832	1418	WURTH INC.	PARTS-WATER	95495630	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	189.28	189.28
11/16	11/03/2016	98832	1418	WURTH INC.	PARTS-GAS	95495630	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	142.41	142.41
Total 95495630:											
11/16	11/03/2016	98833	1378	ZITO MEDIA	CABLE-FD	356225062 103116	1	1000-422-10-45	COMMUNICATIONS	39.30	39.30
Total 356225062 103116:											
Grand Totals:										53,433.81	53,433.81

Report Criteria:

Report type: GL detail  
Check Voided = False

## Report Criteria:

Transmittal checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
10/21/2016	CDPT	10/26/2016	565	CITY OF SUSANVILLE PA	1	7650-2203-1	7,180.96-
10/21/2016	CDPT	10/26/2016	565	CITY OF SUSANVILLE PA	1	7650-2203-1	7,180.96-
10/21/2016	CDPT	10/26/2016	565	CITY OF SUSANVILLE PA	1	7650-2203-1	2,252.60-
10/21/2016	CDPT	10/26/2016	565	CITY OF SUSANVILLE PA	1	7650-2203-1	2,252.60-
10/21/2016	CDPT	10/26/2016	565	CITY OF SUSANVILLE PA	1	7650-2203-1	17,729.23-
10/21/2016	CDPT	10/26/2016	566	EMPLOYMENT DEV DEP	6	7650-2203-1	5,281.75-
10/21/2016	CDPT	10/26/2016	567	EMPLOYMENT DEV DEP	7	7650-2203-1	1,295.17-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	1000-421-10-	.95
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	741.45-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	5,771.89-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	1,819.13-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	2,703.70-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	379.81-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	1,594.93-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	132.62-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	87.57-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	795.70-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	834.53-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	1,451.17-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	1,524.62-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	859.02-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	902.51-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	16.00-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	3,985.48-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	887.79-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	2,083.61-
10/21/2016	CDPT	10/26/2016	568	P.E.R.S.	8	7650-2203-1	16.00-
10/07/2016	CDPT	10/26/2016	569	LABORERS TRUST FUND	9	7650-2203-1	975.50-
10/21/2016	CDPT	10/26/2016	569	LABORERS TRUST FUND	9	7650-2203-1	1,054.50-
10/21/2016	CDPT	10/26/2016	569	LABORERS TRUST FUND	9	7650-2203-1	70,185.00-
10/07/2016	CDPT	10/26/2016	98738	AFLAC	14	8403-2239-0	413.57-
10/07/2016	CDPT	10/26/2016	98738	AFLAC	14	7650-2203-0	120.61-
10/21/2016	CDPT	10/26/2016	98738	AFLAC	14	8403-2239-0	312.37-
10/21/2016	CDPT	10/26/2016	98738	AFLAC	14	7650-2203-0	120.61-
10/21/2016	CDPT	10/26/2016	98739	CA STATE DISBURSEME	36	7650-2203-0	103.84-
10/21/2016	CDPT	10/26/2016	98740	CA STATE DISBURSEME	37	7650-2203-0	69.23-
10/07/2016	CDPT	10/26/2016	98741	GOLDEN ONE CREDIT U	12	7650-2203-0	592.50-
10/21/2016	CDPT	10/26/2016	98741	GOLDEN ONE CREDIT U	12	7650-2203-0	592.50-
10/21/2016	CDPT	10/26/2016	98742	JEFFERSON PILOT FINA	22	7650-2203-1	144.12-
10/21/2016	CDPT	10/26/2016	98742	JEFFERSON PILOT FINA	22	7650-2203-1	174.25-
10/21/2016	CDPT	10/26/2016	98743	NATIONWIDE RETIREME	5	7650-2203-0	680.00-
10/07/2016	CDPT	10/26/2016	98744	NEW IMAGE RACQUETB	30	7650-2203-0	153.00-
10/21/2016	CDPT	10/26/2016	98744	NEW IMAGE RACQUETB	30	7650-2203-0	115.00-
10/07/2016	CDPT	10/26/2016	98745	OPERATING ENGINEERS	11	7650-2203-0	656.00-
10/21/2016	CDPT	10/26/2016	98745	OPERATING ENGINEERS	11	7650-2203-0	612.00-
10/21/2016	CDPT	10/26/2016	98747	STATE OF CALIF FRAN T	41	7650-2203-0	25.00-
10/21/2016	CDPT	10/26/2016	98748	STATE OF CALIF FRAN C	18	7650-2203-0	434.68-
10/21/2016	CDPT	10/26/2016	98749	UPEC, LOCAL 792	10	7650-2203-1	2,001.00-
10/21/2016	CDPT	10/26/2016	98750	VALIC	4	7650-2203-0	1,917.62-
10/21/2016	CDPT	10/26/2016	98751	VANTAGEPOINT TRANS.	3	7650-2203-0	62.00-
10/07/2016	CDPT	10/27/2016	98752	PRE-PAID LEGAL SERVI	13	7650-2203-0	182.33-
10/21/2016	CDPT	10/27/2016	98752	PRE-PAID LEGAL SERVI	13	7650-2203-0	587.25-
10/21/2016	CDPT	10/27/2016	98752	PRE-PAID LEGAL SERVI	13	7650-2203-0	3.91
10/21/2016	CDPT	10/27/2016	98752	PRE-PAID LEGAL SERVI	13	7650-2203-0	424.78-

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Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
			<u>54</u>				<u>152,465.20-</u>

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Report Criteria:  
Transmittal checks included

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Reviewed by: JH City Administrator  
       City Attorney

  X   Motion Only  
       Public Hearing  
       Resolution  
       Ordinance  
       Information

**Submitted By:** Gwenna MacDonald, City Clerk

**Action Date:** November 16, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Appointment of Airport Commissioners

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** The Airport Commission consists of five members who are responsible for advising the City Council and making recommendations related to the Susanville Municipal Airport. The Commissioners are appointed by the Mayor with the approval of the City Council. The terms for two of the Commissioners, Richard Hrezo and Larry Beck expire on November 30<sup>th</sup>. The City advertised the vacancies and received two letters of interest. The Mayor has recommended Larry Beck and Richard Hrezo to fill the vacancies for terms ending November 2020.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Motion to approve the appointment of Larry Beck and Richard Hrezo to fill four year terms.

**ATTACHMENTS:** Letters of interest: Larry Beck  
Richard Hrezo



## Heidi Whitlock

---

**From:** Larry Beck <l.beck@frontiernet.net>  
**Sent:** Thursday, September 22, 2016 6:14 PM  
**To:** Heidi Whitlock  
**Subject:** Re: Terms and dates

This is my formal notice that I would like to continue as a member of the airport commission.

L. R. Beck

Received

SEP 27 2016

City of Inghamville  
City Clerk's Office

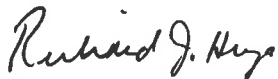
465-930 Hanlon Lane  
Janesville, CA 96114  
23 September 2016

City Administrator  
City of Susanville  
66 N. Lassen Street  
Susanville, CA 96130

To the City Administrator,

Please be advised that I am sincerely interested in appointment as an airport commissioner upon the expiration of my temporary term in November 2016.

Thank you,



Richard J. Hrezo

Received

SEP 27 2016

City of Susanville  
City Clerk's Office

Reviewed by: JGH City Administrator  
\_\_\_\_\_ City Attorney

\_\_\_\_\_ Motion only  
\_\_\_\_\_ Public Hearing  
\_\_\_\_\_ Resolution  
\_\_\_\_\_ Ordinance  
\_\_\_\_\_ Information

**Submitted By:** Heidi Whitlock, Assistant to the City Administrator

**Action Date:** November 16, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Proposed Airport Capital Improvement Plan (ACIP) Update

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** As part of our ongoing project compliance and maintaining eligibility for funding through the FAA, the City of Susanville is periodically required to work with the FAA on the current Airport Capital Improvement Plan to address changes in project schedules and update the document to cover future funding year(s), changes to and the completion of pending projects and availability of non-entitlement funding. The City met with the FAA on October 31, 2016 and, based on those discussions, it has been recommended that we make the attached changes to the proposed 2018-2022 ACIP.

Staff reviewed the proposed changes along with FAA project eligibility requirements with the Airport Commission and continued the discussion of potential projects for future years at the November 10, 2016 meeting. Staff will provide an update to the Council about the outcome of those discussions, as this City Council agenda was prepared prior to the Airport Commission Meeting.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Direction to staff.

**ATTACHMENTS:** Current ACIP  
Proposed / Amended ACIP



**SUSANVILLE MUNICIPAL AIRPORT  
AIRPORT CAPITAL IMPROVEMENT PROGRAM**

Airport: Susanville Municipal Airport		State: California		NPIAS# 06-0251		DATE: 12/3/15		LOCID SVE		
Project Description & Year	Federal Funds		State Funds		Local		Total	Environmental	Start Date	Comp. Date
<b>2017</b>										
Land Acquisition (including preparation)	\$ 22,500	\$ 1,125	\$ 1,375	\$ 25,000				CATEX 2016	Jan. 2017	June 2018
A.P. Narrative with PMMP	\$ 112,500	\$ 5,625	\$ 6,875	\$ 125,000				N/A	May 2017	June 2018
Design Fencing Improvements	\$ 67,500	\$ 3,375	\$ 4,125	\$ 75,000				CATEX 2016	May 2017	May 2018
<b>2018</b>										
Construct Apron Reconstruction, Phase II	\$ 855,000	\$ 42,750	\$ 52,250	\$ 950,000				CATEX 2017	May 2018	March 2019
<b>2019</b>										
Construct Fencing Improvements	\$ 337,500	\$ 16,875	\$ 20,625	\$ 375,000				CATEX 2016	May 2019	Jan 2020
<b>2020</b>										
Construct Taxiway Reconstruction	\$ 1,350,000	\$ 67,500	\$ 82,500	\$ 1,500,000				CATEX 2019	May 2020	March 2021
<b>2021</b>										
Design Runway Rehabilitation	\$ 63,000	\$ 3,150	\$ 3,850	\$ 70,000				CATEX 2020	April 2021	May 2022
<b>TOTALS</b>	<b>\$ 2,808,000</b>	<b>\$ 140,400</b>	<b>\$ 171,600</b>	<b>\$ 3,120,000</b>						

**SUSANVILLE MUNICIPAL AIRPORT**  
**AIRPORT CAPITAL IMPROVEMENT PROGRAM**  
**FY 2018 - 2022**



DATE: 11/2/16

Airport: Susanville Municipal Airport		State: California		NPIAS# 06-0251		LOCID SVE					
Project Description & Year	Federal Funds		State Funds		Local		Total	Environmental	NPIAS Rating	Start Date	Comp. Date
<b>2018</b>											
1 - Construct Apron Reconstruction, Phase II	\$ 855,000	\$ 42,750	\$ 52,250	\$ 950,000	Re-certify 2016	60	May 2018	March 2019			
<b>2019</b>											
1 - ALP Narrative with AGIS survey	\$ 202,500	\$ 10,125	\$ 12,375	\$ 225,000	N/A	66	May 2019	June 2020			
2 - Land Acquisition and Fencing Relocation near Runway 29 run-up	\$ 81,000	\$ 4,050	\$ 4,950	\$ 90,000	CATEX 2018	40	May 2019	August 2020			
<b>2020</b>											
1 - Design Airfield Perimeter Fencing Improvements	\$ 112,500	\$ 5,625	\$ 6,875	\$ 125,000	CATEX 2019	83	May 2020	May 2021			
<b>2021</b>											
1 - Construct Taxiway Reconstruction	\$ 1,350,000	\$ 67,500	\$ 82,500	\$ 1,500,000	CATEX 2019	66	May 2021	March 2022			
<b>2022</b>											
1 - Construct Airfield Perimeter Fencing Improvements	\$ 495,000	\$ 24,750	\$ 30,250	\$ 550,000	CATEX 2019	83	May 2022	Jan 2023			
1 - Design Runway Pavement Preservation	\$ 63,000	\$ 3,150	\$ 3,850	\$ 70,000	CATEX 2021	70	May 2022	May 2023			
<b>TOTALS</b>	<b>\$ 3,159,000</b>	<b>\$ 157,950</b>	<b>\$ 193,050</b>	<b>\$ 3,510,000</b>							

Reviewed by: JAH City Administrator  
\_\_\_\_\_ City Attorney

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

**Submitted by:** Jim Uptegrove, Interim Police Chief

**Action Date:** November 16, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Resolution No. 16-5338 authorizing the increase of bail schedule (fines) for parking violations within the City of Susanville and increasing delinquency fees for late or non-payment

**PRESENTED BY:** Jim Uptegrove, Interim Police Chief

**SUMMARY:** Section 40203.5(a) of the California Vehicle Code requires municipalities to establish a schedule of penalties for parking violation and late payments. California law also requires municipalities to collect and pass through for subsequent deposit into various state and county funds, certain surcharges and fees which are added to the base penalty, fine or forfeiture imposed. As recently as the 2010 legislative session, the California Legislature enacted Senate Bill 857, effective December 7, 2010, which established an additional surcharge amount to be collected for this fund. This became a permanent surcharge signed by the Governor in June 2012.

Staff has reviewed the City's current parking violation penalties and late payments as established by Resolution No. 97-2999. Staff is recommending current penalties be increased to more accurately reflect those of other municipalities as required by section 40203.5(a) of the California Vehicle Code in addition to allowing the City to pass on additional legislative surcharges that have been enacted since the current fees and penalties were established.

The proposed new bail schedule as listed in the attached Exhibit A, will increase the base fine amount of most parking violations by \$5.00 and add an additional \$2.00 City surcharge as provided for under Section 40206.5 of the California Vehicle Code. A state surcharge of \$12.50 is required to be added to all violations as identified in attached Exhibit B.

Staff is further recommending delinquency fees to be assessed as follows:

- The violator has 22 days to pay the fine from date of the notice.
- Tier One – penalties are assessed when payment of the fine is late by 15 – 28 days
- Tier One – penalties are assessed when payment of the fine is late by 29 – 49 days
- Tier One – penalties are assessed when payment of the fine is late by 50 days or more

A. For all violation *excluding* disabled parking violations:

Tier One – Double the base fine

Tier Two – Double the base fine plus twenty dollars (\$20.00)

Tier Three – Double the base fine plus forty dollars (\$40.00)

B. Disabled parking violation are handled as follows:

Tier One – Fifty dollars (\$50.00) added to base fine

Tier Two – One hundred dollars (\$100.00) added to base fine

Tier Three – Two hundred dollars (\$200.00) added to base fine

**FISCAL IMPACT:** Fiscal impact is dependent on the number of citations written. Excluding mandated surcharges, the average increase of each citation is seven dollars (\$7.00) increasing annual revenues by an estimated \$2,520.

**ACTION REQUESTED:** Motion to approve Resolution No. 16-5338 increasing the bail schedule (fines) for parking violations within the City of Susanville and increasing delinquency fees for late or non-payment

**ATTACHMENTS:** Resolution 16-5338  
Exhibit A: Proposed fines, penalties and delinquency fees  
Exhibit B: State and County surcharges  
Exhibit C: Comparison of Municipal Parking Violation Bail Schedules  
Exhibit D: Resolution 97-2999

**RESOLUTION NO. 16-5338**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE**  
**AUTHORIZING THE INCREASE OF PARKING VIOLATIONS**

**WHEREAS**, the City Council of the City of Susanville being duly authorized by California Vehicle Code Section 40203.5(a) to adopt a schedule of parking fines and penalties for parking violations and late payment penalties; and

**WHEREAS**, the State law requires the City to include penalties imposed by the County of Lassen for jail and courthouse construction, in accordance with Government Code Section 76000 and 76101; and

**WHEREAS**, the schedule of parking fines and penalties was established by Resolution No. 97-2999 on July 16, 1997; and

**WHEREAS**, State law provides that parking violations are an administrative action managed by local government; and

**WHEREAS**, State law authorizes the City to recover administrative fees, process service fees, fees and collection costs related to civil debt collection, late payment penalties, and other related charges.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Susanville, California, approves setting the fines for parking violations and penalties as shown on Exhibit A attached hereto and incorporated herein.

**BE IT FURTHER RESOLVED AND ORDERED** that the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by this resolution are for the purpose of meeting operating expenses, including employee wage rates and fringe benefits; purchasing or leasing supplies, equipment, or materials; meeting financial reserve needs and requirements; or obtaining funds for capital projects, necessary to maintain service within existing service areas.

APPROVED: \_\_\_\_\_  
Kathie Garnier, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 16-5338 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16<sup>th</sup> day of November 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

\_\_\_\_\_  
Gwenna MacDonald, City Clerk



APPROVED AS TO FORM:

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Jessica Ryan, City Attorney

EXHIBIT A

# PENALTIES FOR PARKING VIOLATIONS

Whereas Assembly Bill 408 (Epple) - Chapter 1244 effective January 1, 1993 revised and recast the procedures for processing and adjudicating parking law offenses, The City of Susanville shall assess the following penalties to be paid by any person violating a parking regulation contained in the Susanville Municipal Code or California Vehicle Code.

**VIOLATION**

California Vehicle Code	CODE SECTION	CITY PENALTY	CITY SURCHARGE	STATE SURCHARGE	TOTAL BAIL
EXPIRED REGISTRATION	4000(a) CVC	\$135.50	\$2.00	\$12.50	\$150.00
LICENSE PLATE VIOLATION	5200 CVC	\$15.50	\$2.00	\$12.50	\$30.00
IMPROPER DISPLAY OF LICENSE PLATE	5201 CVC	\$15.50	\$2.00	\$12.50	\$30.00
IMPROPER DISPLAY OF CURRENT LICENSE PLATE TAB	5204(a) CVC	\$60.50	\$2.00	\$12.50	\$75.00
PUBLIC GROUNDS OR INSTITUTIONS, ETC.	21113(a) CVC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING IN INTERSECTION	22500(a) CVC	\$20.50	\$2.00	\$12.50	\$35.00
PARKING ON CROSSWALK	22500(b) CVC	\$25.50	\$2.00	\$12.50	\$40.00
BETWEEN SAFETY ZONE AND CURB	22500(c) CVC	\$25.50	\$2.00	\$12.50	\$40.00
WITHIN 15.50 FT. OF FIRE STATION	22500(d) CVC	\$25.50	\$2.00	\$12.50	\$40.00
IN FRONT OF DRIVEWAY	22500(e) CVC	\$25.50	\$2.00	\$12.50	\$40.00
PARKING ON SIDEWALK	22500(f) CVC	\$25.50	\$2.00	\$12.50	\$40.00
ALONG OR OPPOSITE STREET EXCAVATION	22500(g) CVC	\$20.50	\$2.00	\$12.50	\$35.00
DOUBLE PARKING	22500(h) CVC	\$25.50	\$2.00	\$12.50	\$40.00
PARKING IN BUS ZONE - SIGN OR RED CURB	22500(i) CVC	\$30.50	\$2.00	\$12.50	\$45.00
PARKING IN A TUBE OR TUNNEL	22500(j) CVC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING ON A BRIDGE	22500(k) CVC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING IN FRONT OF CURB FOR DISABLED ACCESS	22500(l) CVC	\$100.50	\$2.00	\$12.50	\$115.00
PARKING IN A FIRE LINE	22500.1 CVC	\$55.50	\$2.00	\$12.50	\$70.00
RIGHT WHEELS 18 INCHES FROM CURB / PARKED IN OPPOSITE DIRECTION	22502(a) CVC	\$20.50	\$2.00	\$12.50	\$35.00
ONE WAY STREETS / LEFT WHEELS 18 INCHES FROM CURB	22502(e) CVC	\$20.50	\$2.00	\$12.50	\$35.00
PARKING RESTRICTIONS POSTED ON STATE HIGHWAYS	22505(b) CVC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING RESTRICTED FROM 2:00 AM - 6:00 AM	22507.5 CVC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING RESTRICTED STREET SWEEPING	22507.6 CVC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING IN DISABLED SPACE	22507.8(a) CVC	\$335.50	\$2.00	\$12.50	\$350.00
OBSTRUCTING DISABLED SPACE	22507.8(b) CVC	\$335.50	\$2.00	\$12.50	\$350.00
DISABLED SPACE LINES OR LOADING AREA	22507.8(c) CVC	\$335.50	\$2.00	\$12.50	\$350.00
PARKING IN SNOW AREAS WHEN POSTED	22510(a) CVC	\$35.50	\$2.00	\$12.50	\$50.00
PARKING IN SNOW AREAS WHEN POSTED - STATE HIGHWAYS	22510(c) CVC	\$35.50	\$2.00	\$12.50	\$50.00
PARKING WITHIN 15.50 FT. OF FIRE HYDRANT	22514 CVC	\$55.50	\$2.00	\$12.50	\$70.00
MOTOR VEHICLE - FAIL TO SET BRAKES/STOP MOTOR	22515(a) CVC	\$20.50	\$2.00	\$12.50	\$35.00
OTHER VEHICLE - FAIL TO SET BRAKES / BLOCK WHEELS	22515(b) CVC	\$20.50	\$2.00	\$12.50	\$35.00
PARKED & LOCKED VEHICLE W/ OCCUPANTS	22516 CVC	\$35.50	\$2.00	\$12.50	\$50.00
UNSAFE OPENING DOOR ON TRAFIC SIDE	22517 CVC	\$25.50	\$2.00	\$12.50	\$40.00
PARKING WITHIN 7 1/2 FT. OF RAILROAD TRACK	22521 CVC	\$55.50	\$2.00	\$12.50	\$70.00
PARKING WITHIN 3 FT. OF SIDEWALK HANDICAP ACCESS RAMP DESIGNATED BY SIGN OR PAINT	22522 CVC	\$100.50	\$2.00	\$12.50	\$115.00

Susanville Municipal Code:	CODE SECTION	CITY PENALTY	CITY SURCHARGE	STATE SURCHARGE	TOTAL BAIL
RED ZONE	10.20.010A SMC	\$30.50	\$2.00	\$12.50	\$45.00
YELLOW ZONE	10.20.010B SMC	\$15.50	\$2.00	\$12.50	\$30.00
WHITE ZONE	10.20.010C SMC	\$15.50	\$2.00	\$12.50	\$30.00
GREEN ZONE	10.20.010D SMC	\$15.50	\$2.00	\$12.50	\$30.00
BLUE ZONE	10.20.010E SMC	\$35.50	\$2.00	\$12.50	\$50.00
PARKING BETWEEN 2:00AM - 5:00AM ON MAIN ST WITHIN ZONE A	10.20.020 SMC	\$15.50	\$2.00	\$12.50	\$30.00
OCCUPY MORE THAN ONE SPACE ON CITY STREET	10.20.030 SMC	\$15.50	\$2.00	\$12.50	\$30.00
TRUCK PARKING PROHIBITED	10.20.040 SMC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING LIMITATIONS - SPECIFIC AREAS	10.20.060 SMC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING/STOPPING IN ALLEYS	10.20.110 SMC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING PROHIBITED ON CERTAIN STREETS	10.20.120 SMC	\$30.50	\$2.00	\$12.50	\$45.00
ANGLED PARKING VIOLATION	10.20.150 SMC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING CONTRARY TO PUBLIC WORKS SIGNS	10.20.170 SMC	\$20.50	\$2.00	\$12.50	\$35.00
PARKING IN HANDICAPPED ZONE	10.24.060 SMC	\$335.50	\$2.00	\$12.50	\$350.00
VEHICLE PARKED IN SPACE DESIGNATED FOR MOTORCYCLE	10.20.180 SMC	\$15.50	\$2.00	\$12.50	\$30.00
PARKING LIMITATIONS - ASH ST.	10.20.190 SMC	\$30.50	\$2.00	\$12.50	\$45.00
SNOW REMOVAL - PARKING ON STATE HIGHWAYS (S.R.36 & S.R. 139)	10.28.040 SMC	\$35.50	\$2.00	\$12.50	\$50.00
SNOW REMOVAL - PARKIN ON CITY STREETS	10.32.040 SMC	\$35.50	\$2.00	\$12.50	\$50.00

**DELINQUENCY FEE SCHEDULE:**

Any person failing to pay the penalty set forth by the City of Susanville within the time required by a notice of delinquent parking violation shall pay the following delinquency fee in addition to the parking fee. [ 40203.5(a) VC ]

The violator has 14 days to pay the parking penalty from the date of the notice of delinquent parking violation.

- Tier One – delinquency fees are assessed when payment of the fine is late by 15 to 28 days
- Tier Two – delinquency fees are assessed when payment of the fine is late by 29 to 49 days
- Tier Three – delinquency fees are assessed when payment of the fine is late by more than 50 days.

A. For all violations *excluding* disabled parking violations:

- Tier One – Double the base fine
- Tier Two – Double the base fine plus \$20.00
- Tier Three – Double the base fine plus \$40.00

B. For all violations relating to disabled parking violations:

- Tier One - \$50.00 added to base fine
- Tier Two - \$100.00 added to base fine
- Tier Three - \$200.00 added to base fine

**DISMISSED VIOLATION PROCESSING FEE:**

Upon PROOF OF CORRECTION for the following violation: 5200 VC, 5201 VC, 5204 VC, the fine shall be dismissed and the following processing fee shall be assessed. [ 40225(C) VC ]	\$10.00
Upon PROOF OF CORRECTION for the following violation: 4000 (a) VC, the fine shall be dismissed and the following processing fee shall be assessed.	\$15.00
Upon PROOF OF CORRECTION, by showing proof that he or she had been issued a valid placard at the time of the citation for the following violation: 22507.8(a) VC, the fine shall be dismissed and the following administrative fee shall be assessed. [ 40226 VC ]	\$25.00

Exhibit B

**Parking Citations  
State and County Surcharges**

Government Code Section		Total Surcharge
County GC § 76000(b)	<b>Courthouse Construction Fund – GC § 76100</b>	
	GC § 76000 (b) - \$2.50 parking penalty to the local <b>Courthouse Construction Fund</b> established pursuant to GC § 76100 less \$1 to the general fund of the County per GC § 76000 (c)	\$ 1.50
	GC § 76000 (c) - \$1 of the \$2.50 from GC § 76000 (b) – to the general fund of the County	\$ 1.00
	<b>Subtotal – Courthouse Construction Fund and County General Fund</b>	<b>\$ 2.50</b>
	<b>Criminal Just Facilities Construction Fund – GC § 76101</b>	
	GC § 76000 (b) - \$2.50 parking penalty to the local <b>Criminal Justice Facilities Construction Fund</b> established pursuant to GC § 76101 less \$1 to the general fund of the County per GC § 76000 (c)	\$ 1.50
	GC § 76000 (c) - \$1 of the \$2.50 from GC § 76000 (b) – to the general fund of the County	\$ 1.00
<b>Subtotal - Criminal Just Facilities Construction Fund and County General Fund</b>	<b>\$ 2.50</b>	
<b>Total – County GC § 76000 (b)</b>	<b>\$ 5.00</b>	
State GC § 70372 (b)	<b>State Court Facilities Construction Fund – GC § 70371</b>	
	GC § 70372 (b) - \$4.50 State Court Construction Parking Penalty Note: Per GC § 70372 (f) (2), 1/3 of \$4.50 (or \$1.50) to the <b>State Court Facilities Fund</b> .	\$ 1.50
	GC § 70372 (b) - \$4.50 State Court Construction Parking Penalty Note: Per GC § 70372 (f) (2), 2/3 of \$4.50 (or \$3.00) to the <b>Immediate and Critical Needs Construction Fund</b> .	\$ 3.00
<b>Total – State GC § 70372 (b)</b>	<b>\$ 4.50</b>	
State GC § 76000.3	<b>State Trial Court Trust Fund – GC § 76000.3</b>	
	Effective December 7, 2010, the City is required to assess a \$3.00 parking citation surcharge. This surcharge is used to fund the <b>State Trial Court Trust Fund</b> and was scheduled to be sunset on July, 1, 2013 per GC § 76000.3 <sup>(1)</sup> . <b>Surcharge is now permanent.</b>	
<b>Total – GC 76000.3</b>	<b>\$ 3.00</b>	
<b>Total – State and County Surcharges</b>		<b>\$ 12.50</b>

(1) A sunset provision provides that the law shall cease to have effect after a specific date, unless further legislative action is taken to extend the law. The legislature removed the sunset provision with Senate Bill 1021 and signed by the Governor/filed with Secretary of State on June 27, 2012.

Source: TDS Report (Allocation of Parking Penalties) and <http://leginfo.legislature.ca.gov/faces/codes.xhtml>

EXHIBIT C

Violation:	Susanville	Fine \$	Galt	Fine \$	Weed	Fine \$	Redding	Fine \$	Anderson
Red Zone	10.20.010(a)	32.50	10.32.100(1)	43.00	10.08.030(1)	20.00	Res. 2010-170	24.50	10.36.020
Yellow Zone	10.20.010(b)	16.00	10.32.100(2)	43.00	10.08.030(2)	15.00	Res. 2010-170	24.50	10.32.090
White Zone	10.20.010(c)	16.00	10.32.100(3)	43.00	10.08.030(3)	15.00	Res. 2010-170	24.50	10.32.080
Green Zone	10.20.010(d)	16.00	10.32.100(4)	43.00	10.08.030(4)	15.00	Res. 2010-170	24.50	
Blue Zone	10.20.010(e)	307.50	10.32.100(5)	403.00					10.32.280
No Parking Between 2am - 5am	10.20.020	16.00							
Occupying More Than One Space	10.20.030	16.00	10.32.030(B)	43.00	10.28.140(B)	10.00	11.28.030	24.50	
Truck Parking	10.20.040	16.00	10.32.140(B) 1-11	43.00					
Parking Limitations - Specific Areas	10.20.060	16.00	10.34.070	43.00	10.28.180	10.00	11.24.180	24.50	
Parking Limitations - Ash Street	10.20.070	16.00							
Parking/Stopping in Alleys	10.20.110	16.00	10.32.050(B)	43.00	10.20.040	15.00	Res. 2010-170	24.50	10.32.100
Parking Prohibited on Certain Streets	10.20.120	32.50			10.28.250	15.00	Res. 2010-170	24.50	10.32.010
Loading Zone - Main St. & Riverside Dr.	10.20.130	16.00							
Red Zone - Main St. / N. Fairfield and N. Spring	10.20.140	32.50							
Angle Parking - Certain Areas	10.20.150	16.00	10.32.030	43.00	10.28.130(A)	15.00			
Parking Contrary to Sign(Public Works)	10.20.151	21.50							
Parking in a Handicapped Zone	10.24.050	307.50						279.50	
Snow Removal - Parking on S.R. 36 or 139	10.28.050	38.00							
Snow Removal - Parking on City Streets	10.32.050	38.00			10.08.070	15.00			
Abandoned Vehicle / 72-Hour Parking			10.32.010	43.00	10.28.050	30.00	Res. 2010-170	24.50	10.32.150
Vehicle Parked Public Right Away/ Washing			10.32.020(B)	43.00	10.28.060	15.00	Res. 2010-170	24.50	
Vehicle For Sale / Public Right Away					10.28.060	15.00	Res. 2010-170	24.50	
Vehicle Parked Public Right Away/ Repair			10.32.020(A)	43.00			Res. 2010-170	24.50	10.32.260
All Other Municipal Code Violations Not Listed							Res. 2010-170	24.50	
Unregistered Vehicle	4000(a) CVC	148.50		106.00				24.50	
Public Grounds or Institutions, ETC.	21113(a) CVC	16.00		43.00				39.50	
Obstruction of Bikeways or Path	21113(b) CVC			43.00				24.50	
Painted Curb Violation	21458 CVC								
No Stop/Stand/Park Unattended	22500 CVC			43.00				24.50	
Parking in an Intersection	22500(a) CVC	21.50		43.00				24.50	
Parking on Crosswalk	22500(b) CVC	27.00		43.00				24.50	
Between Safety Zone and Curb	22500(c) CVC	27.00		43.00				24.50	
Within 15' of Fire Station	22500(d) CVC	27.00		43.00				24.50	
In front of Driveway	22500(e) CVC	27.00		43.00				24.50	
On Sidewalk	22500(f) CVC	27.00		43.00				24.50	
Along Opposite Street Excavation	22500(g) CVC	21.50		43.00				24.50	
Double Parking	22500(h) CVC	27.00		43.00				24.50	
Parking in Bus Zone - Sign or Red Curb	22500(i) CVC	32.50		372.00				24.50	
Parking in a Tube or Tunnel	22500(j) CVC	16.00		43.00				24.50	
Parking on Bridge	22500(k) CVC	16.00		43.00				24.50	
In Front of Curb for Disabled Access	22500(l) CVC	38.00		403.00				279.50	
Parking in A Fire Lane	22500.1 CVC	60.00		372.00				24.50	
Right Wheels 18" From Curb	22502(a) CVC	21.50		43.00				29.50	
Vehicle Stopped in Opposite Direction	22502(b) CVC			31.00				24.50	
One Way Street - Left Wheels 18" From Curb	22500(e) CVC	21.50						24.50	
Parking Restrictions Posted - State Highways	22505(b) CVC	16.00		43.00				24.50	
Parking Restricted 2am - 6am	22507.5 CVC	16.00						24.50	
Parking Restricted Street Sweeping	22507.6 CVC	16.00						24.50	
Parking in Disabled Space	22507.8(a) CVC	307.50		403.00		103.00/250.00		279.50	
Obstruct Disabled Space	22507.8(b) CVC	307.50		403.00				279.50	
Disabled Space Lines or Loading Area	22507.8(c) CVC	307.50						279.50	
Hill Parking Violation	22509 CVC								
Parking in Snow Areas When Posted	22510(a) CVC	38.00						24.50	
Parking Within 15' of Hydrant	22514 CVC	60.00		272.00				39.50	
Motor Vehicles - Set Brakes/Stop Motor	22515(a) CVC	21.50						29.50	
Other Vehicle - Set Brakes/ Block Wheels	22515(b) CVC	21.50						29.50	
Parked & Locked Vehicle w/ Occupant	22516 CVC	38.00						24.50	
Unsafe Opening Door on Traffic Side	22517 CVC	27.00						24.50	
Parking Within 7 1/2' of R.R. X	22521 CVC	60.00						34.50	
Parking - Access Ramp Red Paint or Sign	22522 CVC	38.00						24.50	
Blocking an Intersection	22526 CVC								
Street-Alley Parking	22951 CVC								
Commercial Vehicle Overlength	35401 CVC			157.00				24.50	
Special Construction Equipment	5011 CVC			43.00				24.50	
Special ID Plates Not Attached	5017 CVC			43.00				24.50	
Improper Display of License Plates	5200 CVC			50.00				24.50	
Position of Plates	5201 CVC			43.00				24.50	
Display of Tabs	5204 CVC			100.00				24.50	
Missing/Expired Tabs	5204(a) CVC			100.00				24.50	
Display Weight Fee	5206 CVC			43.00				24.50	
All Other California Vehicle Code Violation								24.50	



RESOLUTION NO. 97- 2999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUSANVILLE  
ESTABLISHING PENALTIES FOR PARKING VIOLATIONS

WHEREAS, the City Council of the City of Susanville being duly authorized by California Vehicle Code Section 40203.5 to adopt a schedule of parking fines and penalties for parking violations and late payment penalties; and

WHEREAS, the City Council of the City of Susanville being desirous of contracting with the County of Lassen for the processing, appeals, administrative hearing, and collection of parking fines and penalties and late payment penalties; and

WHEREAS, the City of Susanville being required to adopt a schedule of parking fines and penalties prior to entering into a contract for the processing of parking violations and the collection of fines and penalties related thereto; and

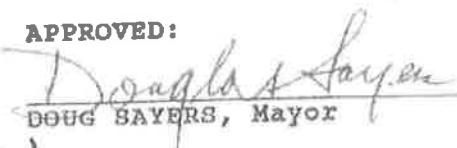
WHEREAS, the Schedule of Penalties for Parking Violations attached hereto as Exhibit "A" having been read and considered by the City Council of the City of Susanville, and said Schedule appearing just and reasonable;

NOW, THEREFORE, be it resolved as follows:

The City Council of the City of Susanville does hereby approve and adopt said Schedule of Penalties for Parking Violations attached hereto as Exhibit "A".

Dated: July 16, 1997.

APPROVED:

  
DOUG SAYERS, Mayor

(attestation on next page . . )

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Attest: *Mary A. Fahlen*  
MARY FAHLEN, City Clerk, CMC

The foregoing resolution was adopted at a regular adjourned meeting of the City Council of the City of Susanville, held on the 16th day of July, 1997, by the following vote:

**AYES** : Johnson-Wright, DeBoer, Callegari, Templeton, and Sayers  
**NOES** : None  
**ABSENT** : None  
**ABSTAINING**: None

*Mary A. Fahlen*  
MARY FAHLEN, City Clerk, CMC

Approved as to Form: *K R Lazard*  
KATHLEEN R. LAZARD, City Attorney

c:ctypkf3

## PENALTIES FOR PARKING VIOLATIONS

Whereas Assembly Bill 408 (Epple)--Chapter 1244 effective January 1, 1993 revised and recast the procedures for processing and adjudicating parking law offenses, The City of Susanville shall assess the following penalties to be paid by any person violating a parking regulation contained in the Susanville Municipal Code or California Vehicle Code:

<u>VIOLATION</u>	<u>CODE SECTION</u>	<u>CITY PENALTY</u>	<u>COUNTY SURCHARGE</u>	<u>TOTAL BAIL</u>
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PARKING IN INTERSECTION	22500(a) CVC	\$ 15.00	\$ 6.50	\$ 21.50
PARKING ON CROSSWALK	22500(b) CVC	\$ 20.00	\$ 7.00	\$ 27.00
BETWEEN SAFETY ZONE AND CURB	22500(c) CVC	\$ 20.00	\$ 7.00	\$ 27.00
WITHIN 15 FT. OF FIRE STATION	22500(d) CVC	\$ 20.00	\$ 7.00	\$ 27.00
IN FRONT OF DRIVEWAY	22500(e) CVC	\$ 20.00	\$ 7.00	\$ 27.00
ON SIDEWALK	22500(f) CVC	\$ 20.00	\$ 7.00	\$ 27.00
ALONG OR OPPOSITE STREET EXCAVATION	22500(g) CVC	\$ 15.00	\$ 6.50	\$ 21.50
DOUBLE PARKING	22500(h) CVC	\$ 20.00	\$ 7.00	\$ 27.00
PARKING IN BUS ZONE--SIGN OR RED CURB	22500(i) CVC	\$ 25.00	\$ 7.50	\$ 32.50
PARKING IN A TUBE OR TUNNEL	22500(j) CVC	\$ 10.00	\$ 6.00	\$ 16.00
PARKING ON A BRIDGE	22500(k) CVC	\$ 10.00	\$ 6.00	\$ 16.00
IN FRONT OF CURB FOR DISABLED ACCESS	22500(l) CVC	\$ 30.00	\$ 8.00	\$ 38.00
PARKING IN A FIRE LANE	22500.1 CVC	\$ 50.00	\$10.00	\$ 60.00
RIGHT WHEELS 18 INCHES FROM CURB	22502(a) CVC	\$ 15.00	\$ 6.50	\$ 21.50
ONE WAY STREET--LEFT WHEELS 18 INCHES	22502(e) CVC	\$ 15.00	\$ 6.50	\$ 21.50
PARKING RESTRICTIONS POSTED--STATE HWY	22505(b) CVC	\$ 10.00	\$ 6.00	\$ 16.00
PARKING RESTRICTED 2:00 AM-6:00 AM	22507.5 CVC	\$ 10.00	\$ 6.00	\$ 16.00
PARKING RESTRICTED STREET SWEEPING	22507.6 CVC	\$ 10.00	\$ 6.00	\$ 16.00
PARKING IN DISABLED SPACE	22507.8(a) CVC	\$275.00	\$32.50	\$307.50
OBSTRUCT DISABLED SPACE	22507.8(b) CVC	\$275.00	\$32.50	\$307.50
DISABLED SPACE LINES OR LOADING AREA	22507.8(c) CVC	\$275.00	\$32.50	\$307.50
PARKING IN SNOW AREAS WHEN POSTED	22510(a) CVC	\$ 30.00	\$ 8.00	\$ 38.00
PARKING WITHIN 15 FEET OF FIRE HYDRANT	22514 CVC	\$ 50.00	\$10.00	\$ 60.00
MOTOR VEHICLE--SET BRAKES/STOP MOTOR	22515(a) CVC	\$ 15.00	\$ 6.50	\$ 21.50
OTHER VEHICLE--SET BRAKES/BLOCK WHEELS	22515(b) CVC	\$ 15.00	\$ 6.50	\$ 21.50
PARKED & LOCKED VEHICLE W/ OCCUPANT	22516 CVC	\$ 30.00	\$ 8.00	\$ 38.00
UNSAFE OPENING DOOR ON TRAFFIC SIDE	22517 CVC	\$ 20.00	\$ 7.00	\$ 27.00
PARKING WITHIN 7 1/2 FEET OF R.R. TRACK	22521 CVC	\$ 50.00	\$10.00	\$ 60.00
PARKING--ACCESS RAMP RED PAINT OR SIGN	22522 CVC	\$ 30.00	\$ 8.00	\$ 38.00
<b>RED ZONE</b>	<b>13.13(a) SMC</b>	<b>\$ 25.00</b>	<b>\$ 7.50</b>	<b>\$ 32.50</b>
<b>YELLOW ZONE (LONGER THAN 20 MINUTES)</b>	<b>13.13(b) SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>WHITE ZONE (PASSENGER ONLY)</b>	<b>13.13(c) SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>GREEN ZONE (LONGER THAN 15 MINUTES)</b>	<b>13.13(d) SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>BLUE ZONE (DISABLED ONLY)</b>	<b>13.13(e) SMC</b>	<b>\$275.00</b>	<b>\$32.50</b>	<b>\$307.50</b>
<b>PARKING BETWEEN 2:00AM AND 5:00AM</b>	<b>13.14 SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>PUBLIC STREET--MORE THAN ONE SPACE</b>	<b>13.15 SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>TRUCK PARKING</b>	<b>13.16 SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>PARKING LIMITATIONS--SPECIFIC AREAS</b>	<b>13.18 SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>PARKING LIMITATIONS--ASH ST.</b>	<b>13.18 1/2 SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>PARKING/STOPPING IN ALLEYS</b>	<b>13.21 SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>PARKING PROHIBITED ON CERTAIN STREETS</b>	<b>13.22 SMC</b>	<b>\$ 25.00</b>	<b>\$ 7.50</b>	<b>\$ 32.50</b>
<b>LOADING ZONE--MAIN ST. AND RIVERSIDE DR.</b>	<b>13.22-2 SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>RED ZONE--MAIN ST./N. FAIRFIELD &amp; N. SPRING</b>	<b>13.22-3 SMC</b>	<b>\$ 25.00</b>	<b>\$ 7.50</b>	<b>\$ 32.50</b>
<b>ANGLE PARKING--CERTAIN AREAS</b>	<b>13.23 SMC</b>	<b>\$ 10.00</b>	<b>\$ 6.00</b>	<b>\$ 16.00</b>
<b>PARKING CONTRARY TO SIGNS (PUB. WORKS)</b>	<b>13.31 SMC</b>	<b>\$ 15.00</b>	<b>\$ 6.50</b>	<b>\$ 21.50</b>
<b>PARKING IN A HANDICAPPED ZONE</b>	<b>13.64 SMC</b>	<b>\$275.00</b>	<b>\$32.50</b>	<b>\$307.50</b>
<b>SNOW REMOVAL--PARKING ON S.R. 36 OR 139</b>	<b>13.84 SMC</b>	<b>\$ 30.00</b>	<b>\$ 8.00</b>	<b>\$ 38.00</b>
<b>SNOW REMOVAL--PARKING ON CITY STREETS</b>	<b>13.94 SMC</b>	<b>\$ 30.00</b>	<b>\$ 8.00</b>	<b>\$ 38.00</b>

### DELINQUENCY FEE

ANY PERSON FAILING TO PAY THE PENALTY SET FORTH ABOVE WITHIN THE TIME REQUIRED BY A NOTICE OF DELINQUENT PARKING VIOLATION SHALL PAY THE FOLLOWING DELINQUENCY FEE IN ADDITION TO THE PARKING FEE: \$ 30.00

### DISMISSED VIOLATIONS PROCESSING FEE

ANY VIOLATION OF 22507.8 CVC, 13.64 SMC, OR 13.13(e) SMC (PARKING IN A SPACE DESIGNATED FOR THE EXCLUSIVE USE OF PHYSICALLY HANDICAPPED PERSONS OR DISABLED VETERANS); OR 4000(a) CVC (EXPIRED REGISTRATION) WHICH IS DISMISSED UPON PROOF OF DISABILITY AND PRESENTATION OF THE PLACARD ISSUED TO SUCH DISABLED PERSON; OR UPON PROOF THAT THE VEHICLE REGISTRATION HAS BEEN UPDATED AS CURRENT SHALL PAY THE FOLLOWING PROCESSING FEE: \$ 15.00

EXHIBIT "A"



Reviewed by: JH City Administrator  
                  \_\_\_\_\_ City Attorney

\_\_\_\_\_ Motion Only  
\_\_\_\_\_ Public Hearing  
\_\_\_\_\_ Resolution  
  X   Ordinance  
\_\_\_\_\_ Information

**Submitted By:** Jim Uptegrove, Interim Police Chief

**Action Date:** November 2, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Ordinance No. 16-1006 amending Section 6.08.070 of the Susanville Municipal Code increasing fees for impounds of canines and daily care.

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** At its September 7, 2016 Council meeting, the City Council considered and approved amending the fees charged for the daily care of canines that are impounded and/or quarantined at the Lassen County Animal Shelter. Ordinance No. 16-1006 has been prepared to amend Susanville Municipal Code section 6.08.070 increasing fees and daily care for impounded and quarantined canines.

Currently the canine impound fee is \$20.00 per impound, plus \$5.00 per day for each day or fraction thereof such dog is kept. In the event the same dog is impounded a second time, during the twelve month period immediately following the first impound, the impound fee is increased to \$40.00 for the second impound and \$60.00 for the third and each subsequent impound that occurs within a 12 month period.

The amended fees are increased to: \$50.00 for the first impound, plus \$12.00 per day for each day or fraction thereof such canine is kept. In the event the same canine is impounded by the City a second time, the impound fee is increased to \$100.00 for the second impound and \$200.00 for the third and each subsequent impound. If the canine is not impounded for a period of 12 months from the most recent impoundment, then the impound fee for the canine will return to \$50 as if it were the first impound.

Animals, canine or feline, that are subject to quarantine for bites, due to the absence of a current rabies vaccination or that do not meet the conditions of a home quarantine, will be assessed a \$50.00 to \$200.00 impound fee based on the number of violations and impound schedule plus a \$20.00 per day maintenance fee, for each day or fraction thereof such animal is kept.

**FISCAL IMPACT:** Increase in revenue based on frequency type and duration of impound to offset City animal shelter fees.

**ACTION REQUESTED:** Motion to waive the first reading and introduce Ordinance No. 16-1006 by title only amending Susanville Municipal Code section 6.08.070

**ATTACHMENTS:** Ordinance No. 16-1006

**ORDINANCE NO. 16-1006**  
**AN ORDINANCE AMENDING SECTION 6.08.070 OF THE SUSANVILLE MUNICIPAL**  
**CODE, INCREASING IMPOUND FEES AND CANINE SURRENDER FEES**

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

Section 6.08.070 of the Susanville Municipal Code is hereby amended to provide as follows:

"Sec. 6.08.070. Notice to owner and redemption.

"Not later than twenty-four hours after the impounding of any canine, the registered owner shall be notified by the united states mail, or if said owner of the dog is unknown, written notice shall be posted not later than twenty-four hours after impounding, for three days at 66 North Lassen Street (City Hall) and at 1801 Main Street (Police Department), describing the canine and the place and time of taking. The owner of any canine so impounded or an adoptive-owner, may claim (redeem) such canine upon payment of the license fee, if unpaid, and penalty if owing, and of all costs and expenses incurred by the city for impounding and maintenance of said canine.

The following charges shall be paid:

A service charge for the first impoundment in the sum of Fifty Dollars (\$50.00), plus Twelve Dollars (\$12.00) per day for each day or fraction thereof such canine is kept, beginning with the day of impoundment;

In the event that the subject canine is impounded by the city a second time, the service charge shall be increased to One Hundred Dollars (\$100.00) plus Twelve Dollars (\$12.00) per day for each day or fraction thereof such canine is kept, beginning with the day of impoundment and Two Hundred Dollars (\$200.00) plus Twelve Dollars (\$12.00) per day for each day or fraction thereof such canine is kept, beginning with the day of impoundment for the third and each subsequent impoundment. If the canine is not picked up or impounded for a period of twelve (12) months from the most recent violation or impoundment, the impound fee will return to Fifty Dollars \$50.00 as if it were the first impoundment, and increase accordingly to One Hundred Dollars (\$100.00) for the second impoundment, and Two Hundred Dollars (\$200.00) for the third and each subsequent impoundment.

Any animals, canine or feline, that are subject to quarantine for bites and do not have a current rabies vaccination, or that do not meet the conditions of home quarantine, will be assessed a Fifty (\$50.00) to Two Hundred Dollar (\$200.00) impound fee based on the number of violations and the impound schedule plus Twenty Dollars (\$20.00) per day for each day or fraction thereof, such dog is kept in quarantine or impounded. No animal may be redeemed by any owner unless such owner shall produce a certificate from a licensed veterinarian that such animal has been vaccinated with anti-rabies vaccine within the preceding twenty-four month period; provided, that any such owner shall have the right, consistent with the other provisions of this article, prior to such redemption, and at his or her own cost and expense to have a licensed veterinarian vaccinate such impounded animal."

**Section 2.** The City Clerk shall, within fifteen (15) days after its passage, cause this ordinance to be published at least once in the Lassen County Times, a newspaper of general circulation, printed, published and circulated within the City.

**Section 3.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance, it being expressly declared that this ordinance and each section, subsection, clause and phrase hereof would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**Section 4.** This Ordinance shall take effect upon the Thirty-first Day after its final passage.

APPROVED:

\_\_\_\_\_  
Kathie Garnier, Mayor

ATTEST:

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing ordinance was adopted at a regular meeting of the City Council of the City of Susanville, held on the \_\_\_\_\_ day of November, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jessica Ryan, City Attorney

Reviewed by: JGH City Administrator  
 \_\_\_\_\_ City Attorney

- \_\_\_\_\_ Motion only
- \_\_\_\_\_ Public Hearing
- X  Resolution
- \_\_\_\_\_ Ordinance
- \_\_\_\_\_ Information

**Submitted by:** Daniel Gibbs, City Engineer

**Action Date:** November 16, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Resolution No. 16-5337 authorizing the City Administrator to execute an amended Cooperative (CO-OP) Agreement with Caltrans for the Susanville Southeast Gateway Project, Project No. 02-1200-0097

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** The Susanville Southeast Gateway Project for the City of Susanville intends to enhance the main street southeast entrance into the City by installing gateway enhancements in a context-sensitive manner; provide a complete street, through the project limits, and improve economic vitality by identifying a sense of place to travelers entering the southern City limit. New curb gutter, and sidewalk, Americans with Disabilities Act (ADA) compliant ramps will be constructed; pedestrian and intersection lighting will be installed. Existing substandard pedestrian facilities within the project limits will be replaced.

These improvements are the goals identified in the Susanville Gateway Project and the final Project is anticipated to provide new pedestrian pathways to connect existing commercial areas. The addition of pedestrian safety rail on an existing bridge, lighting enhancements, and landscaping design are also anticipated to improve safety, pedestrian use, and aesthetics for this area of the City. Finally, the Project will include shoulder widening of State Route 36 and enhancement of the existing chain-up area.

The project is presently in the Project Approval and Environmental Determination (PA&ED) phase with consultant, REY Engineers, that Council authorized in March of this year. Their scope consists of performing appropriate technical studies, preliminary engineering, alternatives analysis, and completing environmental compliance documents, all of which are required for this federally funded transportation project. These are needed to ensure the project is positioned for final design and construction, as the PA&ED process must include all permitting and compliance requirements associated with both Caltrans and the Federal Highway Administration (FHWA).

The City originally entered into a Co-op Agreement with Caltrans for this project on November 5, 2014, and the State is requesting the City enter into an amended CO-OP agreement articulating the roles of the City and Caltrans in each of the required aspects of the project as tasks are identified, funded and accomplished. The need for the amended agreement is primarily to add payment language that was absent from the initial agreement. The attached agreement is similar in many aspects to the terms and conditions of the agreement the City is presently under with the State.

Staff has reviewed the agreement and found additions that the State is requesting in these additional portions of the amended agreement may result in additional exposure to the City.

These additions, from the State's perspective, are standard language requirements used in their CO-OP agreements with local agencies. Staff had responded to the State and a legal review from their headquarters in Sacramento did not provide much movement on Caltrans' behalf to alleviate the City's concerns.

Regardless, staff is in contact with District 2 personnel in Redding to obtain clarification as to intent and an understanding of how the City will be assured its' concerns are mitigated throughout the process and project development. Additionally, execution of the CO-OP agreement enables the City to request reimbursement from Caltrans for expenses incurred to date under the REY Engineers contract.

**FISCAL IMPACT:** The City will be able to request reimbursement for fees paid to date for services on the PA&ED phase from REY Engineers.

**ACTION REQUESTED:** Motion to approve Resolution No. 16-5337 authorizing City Administrator to execute an amended Cooperative Agreement with Caltrans for the Susanville Gateway project.

**ATTACHMENTS:** Resolution No. 16-5337  
Agreement

**RESOLUTION NUMBER 16-5337**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING**  
**THE CITY ADMINISTRATOR TO EXECUTE AN AMENDED COOPERATIVE**  
**AGREEMENT FOR PROJECT NO. 02-1200-0097, CITY OF SUSANVILLE SOUTHEAST**  
**GATEWAY PROJECT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the City of Susanville has been allocated funding through the State Transportation Improvement Program to complete the environmental and permitting work to provide various street improvements for Southeast Gateway Project No. 02-1200-0097, from Main Street (State Route 36) between the easterly City limits and Fair Grounds Drive (Johnstonville Road); and

**WHEREAS**, the State of California, Department of Transportation (Caltrans) is requesting amendments to the existing Cooperative Agreement to include standardized updates and terms and responsibilities specific to the Gateway project; and

**WHEREAS**, Caltrans has prepared an amended Cooperative Agreement for the Southeast Gateway project and submitted it to the City for review and execution in order to maintain project funding obligations and allow for reimbursement to the City for expenses incurred with consulting services for the completion of environmental and permitting work under the Southeast Gateway Project.

**NOW THEREFORE BE IT RESOLVED**, that the City Administrator of the City of Susanville is hereby authorized to execute an amended Cooperative Agreement for the City of Susanville Southeast Gateway Project No. 02-1200-0097.

Dated: November 16, 2016

APPROVED: \_\_\_\_\_  
Kathie Garnier, Mayor

ATTEST: \_\_\_\_\_  
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 16-5337 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 16th day of November, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

\_\_\_\_\_  
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Jessica Ryan, City Attorney

## **AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT**

### State Independent Quality Assurance

This AMENDMENT No. 1 (AMENDMENT), effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Susanville, a body politic and municipal corporation or general law city of the State of California, referred to hereinafter as CITY.

### **RECITALS**

1. CALTRANS AND CITY, collectively referred to as PARTNERS, entered into Cooperative Agreement 02-0143 (AGREEMENT) executed on November 5, 2014, defining the terms and conditions for improvements to State Route 36 from post miles 26.2 to 26.5.

This AMENDMENT replaces AGREEMENT in its entirety. An amendment was needed to introduce articles required for: NEPA implementation, Federal funding, and billing articles.

2. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
3. For the purpose of this AGREEMENT, *the construction of roadway improvements in the City of Susanville on State Route 36 from post miles 26.2 to 26.5* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents, (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
4. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
  - Project Approval and Environmental Document (PA&ED)
  - Plans, Specifications, and Estimate (PS&E)

5. The following work associated with this PROJECT has been completed or is in progress:
  - CITY will develop the R/W Certification under a separate agreement when funding for the R/W component of the PROJECT becomes available.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

## **RESPONSIBILITIES**

### **Sponsorship**

8. CITY is the SPONSOR for the PROJECT COMPONENTS in this AGREEMENT.

### **Funding**

9. Funding sources, funding amounts, and invoicing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding details change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.
11. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
12. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
13. Each PARTNER is responsible for the costs they incur in performing the OBLIGATIONS of this AGREEMENT unless otherwise stated in this AGREEMENT.

CITY's PROJECT costs are to be paid from the funds shown in the FUNDING SUMMARY.



### **Implementing Agency**

14. CITY is the IMPLEMENTING AGENCY for PA&ED.
15. CITY is the IMPLEMENTING AGENCY for PS&E.
16. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan is subject to CALTRANS review and approval.
17. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

### **Independent Quality Assurance**

18. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Independent Quality Assurance efforts are to ensure that CITY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

### **Environmental Document Quality Control (EDQC) Program**

19. Per NEPA assignment and CEQA statutes, CALTRANS will perform Environmental Document Quality Control and NEPA Assignment Review Procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at [http://www.dot.ca.gov/ser/memos.htm#LinkTarget\\_705](http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705)). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

### **CEQA/NEPA Lead Agency**

20. CALTRANS is the CEQA Lead Agency for the PROJECT.

21. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

22. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.

23. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

24. The PROJECT may include and is not limited to the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602 California Department of Fish and Wildlife

**Project Approval and Environmental Document (PA&ED)**

25. As IMPLEMENTING AGENCY for PA&ED, CITY is responsible for all PA&ED WORK except those PA&ED activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

26. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	Agreement funded costs YES/NO
Independent Quality Assurance	NO
Environmental Document Quality Control	NO
165.15.15.xx Section 7 Consultation	NO
165.25.25 Approval to Circulate Resolution	NO
175.20 Project Preferred Alternative	NO
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval	NO
180.15.05 Record of Decision (NEPA)	NO
180.15.10 Notice of Determination (CEQA)	NO

27. Any PARTNER preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

28. CALTRANS will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
29. Any PARTNER involved in the preparation of CEQA environmental documentation will prepare the documentation to meet CEQA requirements and follow CALTRANS' standards that apply to the CEQA process.
30. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
31. CITY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.

32. CITY will submit all CEQA-related public meeting materials to CALTRANS for review, comment, and approval at least ten (10) working days prior to the public meeting date. If CALTRANS makes any changes to the materials, then CALTRANS will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
33. PARTNERS will attend all CEQA-related public meetings.
34. If a PARTNER who is not the CEQA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the CEQA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the CEQA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

35. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA lead agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

36. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at [www.fhwa.dot.gov/hep/index.htm](http://www.fhwa.dot.gov/hep/index.htm)) and the CALTRANS Standard Environmental Reference.
37. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
38. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

39. PARTNERS will attend all NEPA-related public meetings.
40. CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date. If CALTRANS makes any changes to the materials, then CALTRANS will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
41. If a PARTNER who is not the NEPA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the NEPA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the NEPA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

**Plans, Specifications, and Estimate (PS&E)**

- 42. As IMPLEMENTING AGENCY for PS&E, CITY is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
- 43. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	Agreement funded costs YES/NO
Independent Quality Assurance	No

- 44. This AGREEMENT includes the PS&E PROJECT COMPONENT but does not include the R/W SUPPORT PROJECT COMPONENT. Completion of PS&E is dependent upon completion of some activities in R/W SUPPORT. PARTNERS acknowledge that the WORK will not result in a product that can be used to advertise and award a contract for the CONSTRUCTION SUPPORT/CAPITAL PROJECT COMPONENTS without completing some activities under a separate agreement or by later amending this AGREEMENT.
- 45. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

- 46. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside SHS right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

**Schedule**

- 47. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

**Additional Provisions**

- 48. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

49. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
50. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
51. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.
53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
54. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
55. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.  
  
PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
56. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

57. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.

59. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing SHS right-of-way. CITY will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside of the existing SHS right-of-way.

60. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
61. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
62. CITY will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.
63. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.
64. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.



65. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
66. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

67. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

PARTNER requesting the audit will notify all PARTNERS of the scheduled audit date thirty (30) calendar days prior.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

68. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.

69. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
70. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
71. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
72. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.
73. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid to rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

74. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

75. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

76. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

### **GENERAL CONDITIONS**

77. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
78. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
79. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
80. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

81. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
82. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
83. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. CITY waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

84. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
85. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
86. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

87. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution. Prior to pursuit of stated remedies, PARTNERS agree to meet and confer to confirm that all remedies outlined in the AGREEMENT have been exhausted, and agree on the proposed alternative or additional remedy to be implemented.
88. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
89. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
90. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
91. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
92. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

93. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

94. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this AGREEMENT shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

## **DEFINITIONS**

**AGREEMENT** – This agreement including any attachments, exhibits, and amendments.

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

**EDQC (Environmental Document Quality Control)** - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at [http://www.dot.ca.gov/ser/memos.htm#LinkTarget\\_705](http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705)). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

**FHWA** – Federal Highway Administration.

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER that commits funds in this AGREEMENT to fulfill OBLIGATIONS. A FUNDING PARTNER accepts the responsibility to provide the funds it commits in this Agreement.

**FUNDING SUMMARY** – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

**FUNDING TABLE** – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – CALTRANS' efforts to ensure that another PARTNER's quality assurance activities are in accordance with the applicable standards and the PROJECT's Quality Management Plan (QMP). When CALTRANS performs Independent Quality Assurance it does not develop, produce, validate, verify, re-check, or quality control another PARTNER's work products.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a CLOSURE STATEMENT.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.



PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- PID (Project Initiation Document) – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- PA&ED (Project Approval and Environmental Document) – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- PS&E (Plans, Specifications, and Estimate) – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- R/W (Right of Way) – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
  - R/W (Right of Way) SUPPORT – The work required to obtain all property interests for the PROJECT.
  - R/W (Right of Way) CAPITAL – The funds for acquisition of property rights for the PROJECT.
- CONSTRUCTION – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
  - CONSTRUCTION SUPPORT – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
  - CONSTRUCTION CAPITAL – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT’s execution and control throughout that project’s lifecycle.

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

SHS (State Highway System) – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPENDING SUMMARY** – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**WORK** – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

## CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

### *CALTRANS:*

Matt Gowan, Project Manager  
1031 Butte Street  
Redding, CA 96001

Office Phone: (530) 225-2496  
Email: [matt.gowan@dot.ca.gov](mailto:matt.gowan@dot.ca.gov)

### *CITY OF SUSANVILLE:*

Ian Sims, Project Manager  
66 North Lassen Street  
Susanville, CA 96130-3904

Office Phone: (530) 257-1041  
Email: [dnewton@cityofsusanville.org](mailto:dnewton@cityofsusanville.org)

**SIGNATURES**

PARTNERS are empowered by California Streets and Highways Code section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Phil Baker  
Deputy District Director, Project Management

Certified as to funds:

\_\_\_\_\_  
District Budget Representative

**CITY OF SUSANVILLE**

\_\_\_\_\_  
Jared G. Hancock  
City Administrator

Attest:

\_\_\_\_\_  
Gwenna MacDonald  
City Clerk

Approved as to form and procedure:

\_\_\_\_\_  
Jessica Ryan  
City Attorney

**FUNDING SUMMARY NO. 01**

<b><u>FUNDING TABLE</u></b>					
Source	FUNDING PARTNER	Fund Type	IMPLEMENTING AGENCY →		Totals
			CITY PA&ED	CITY PS&E	
Federal	CITY	STIP/RIP *	160,000	120,000	280,000
Totals			160,000	120,000	280,000

\* This fund type includes federal funds

<b><u>SPENDING SUMMARY</u></b>			
Fund Type	PA&ED CITY	PS&E CITY	Totals
<b>Federal Funds</b>			
STIP/RIP	160,000	120,000	280,000
Totals	160,000	120,000	280,000

**Funding**

1. In accordance with the Caltrans Federal-Aid Project Funding Guidelines, CITY must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

**Invoicing and Payment**

2. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.
3. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
4. When a PARTNER is reimbursed for actual costs, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
5. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then CITY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
6. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
7. CALTRANS reimbursement of PROJECT costs will not exceed amounts listed on the FUNDING SUMMARY and SPENDING SUMMARY.

**Project Approval and Environmental Document (PA&ED)**

8. CITY will invoice CALTRANS for actual costs and CALTRANS will reimburse for actual costs. after execution of this AGREEMENT

Plans, Specifications, and Estimate (PS&E)

9. CITY will invoice CALTRANS for actual costs and CALTRANS will reimburse for actual costs. after execution of this AGREEMENT

**Signatures**

PARTNERS are empowered by California Streets and Highways Code sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this FUNDING SUMMARY on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this FUNDING SUMMARY.

Signatories may execute this FUNDING SUMMARY through individual signature pages provided that each signature is an original. This FUNDING SUMMARY is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF SUSANVILLE**

\_\_\_\_\_  
Matt Gowan  
Project Manager

\_\_\_\_\_  
Jared G. Hancock  
City Administrator

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
District Budget Manager

\_\_\_\_\_  
HQ Accounting



Reviewed by:      City Administrator  
     City Attorney

     Motion only  
     Public Hearing  
     Resolution  
     Ordinance  
     Information

**Submitted By:** Heidi Whitlock, Assistant to the City Administrator

**Action Date:** November 16, 2016

**CITY COUNCIL AGENDA ITEM**

**SUBJECT:** Bizz Johnson Senior Fall Color Tour

**PRESENTED BY:** Jared G. Hancock, City Administrator

**SUMMARY:** The Bureau of Land Management conducted a fall colors tour on October 26, 2016 to provide senior citizens an opportunity to enjoy the fall colors. Golf carts provided by the City of Susanville's Diamond Mountain Golf Course were used to transport residents of Lassen Nursing Rehabilitation Center and Eagle Lake Village Senior Living Center up the Bizz Johnson trail to view the autumn foliage. Bureau of Land Management staff have extended their appreciation to the City Council and golf course staff for supporting the event.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:** Information only.

**ATTACHMENTS:** Photos from the Bizz Johnson Senior Fall Color Tour

