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

Susanville City Council

Regular Council Meeting • City Council Chambers

Wednesday, June 4, 2025 – 5:00 PM

Meeting to start at 5:00 PM due to no closed session. *Special City Council meeting being held prior to this meeting to discuss closed session items. See special meeting agenda for details.

CALL TO ORDER
ROLL CALL

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

2. **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No closed session.**

3. **CLOSED SESSION: No closed session.**

4. **RETURN TO OPEN SESSION:** *(recess if necessary)*
   - *Reconvene in open session at 5:00pm*
   - *Pledge of allegiance*
   - *Invocation*
   - *Report any changes to agenda*
   - *Report any action out of Closed Session*
   - *Awards or presentations by the City Council*

5. **BUSINESS FROM THE FLOOR:** *Any person may address the Council at this time upon any subject on the agenda or not on the agenda within the jurisdiction of the City Council. However, comments on items on the agenda may be reserved until the item is discussed and any matter not on the agenda that requires action will be referred to staff for a report and action at a subsequent meeting.*
   Presentations are subject to a three-minute limit.

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

   6.A Minutes of the City Council May 21, 2025 regular and special meetings and the May 28, 2025 special meeting.

   6.B Vendor and Payroll Warrants

   6.C Consider Resolution No. 25-6439, approving and authorizing the modification to the Position Classification Schedule of the memorandum of understanding with the Administrative Bargaining Unit.

7. **PUBLIC HEARINGS:**

7.A Consider Resolution No. 25-6436, approving a cost report of unpaid penalties and, if approved, consider subsequent Resolution No. 25-6437, approving the recordation of a lien against real property at 6 Monrovia Street (APN: 107-156-009-000).

8. COUNCIL DISCUSSION/ANNOUNCEMENTS:

9. NEW BUSINESS:

9.A Study Session: Review Draft 2024-2029 Housing Element Update

9.B Consider Resolution No. 25-6433, Authorizing road closure of North Street between Grand Avenue and N. Weatherlow on June 28, 2025 from 8:00am to 10:30am in support of Lassen County Chamber of Commerce Annual Show N' Shine Car Show in Memorial Park.

9.C Consider Resolution No. 25-6434, authorizing a budget amendment of $3,100.00 to the 7401 and $3,100.00 to the 7110 funds for additional upgrade of the Public Works Department's Supervisory Control and Data Acquisition (SCADA) system and equipment and further authorizing the Finance Director to make the necessary budget modifications to complete the work.

9.D Consider Resolution No. 25-6435, authorizing the Mayor to execute a contract with ESO Solutions, Inc. for reporting software services at the Susanville Fire Department.

9.E Consider Resolution No 25-6438, terminating Airport Ground Lease with Andrew O'Brien and approving new Airport Ground Lease Agreement with Mountain Aviation LLC for Hangar #24 at the Susanville Municipal Airport

10. SUSANVILLE COMMUNITY REDEVELOPMENT AGENCY: No business.

11. SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12. CONTINUING BUSINESS:

12.A Consider Ordinance No. 25-1048, amending the Susanville Municipal Code to allow City Council to act as Planning Commission

12.B Consider Resolution No. 25-6440, authorizing the expenditure of up to $24,000 from the City's General Fund to provide support to the HLVRA to extend the pool's operating season to accommodate the High School Swim Team's 2025 season and authorizing the City Manager to execute any agreements necessary to increase the City's annual contribution to the HLVRA for fiscal year 2025/26 in an amount up to $24,000.Â Discussion regarding JPA and options to fund/operate the pool in future years.

13. CITY MANAGER'S REPORTS:

13.A Department Reports

14. FUTURE COUNCIL ITEMS:

14.A Future Council Items

15. ADJOURNMENT:

- ***The next regular meeting of the Susanville City Council will be held on June 18, 2025 at 4:30PM.***

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

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

I, Heidi Whitlock, certify that I caused to be posted notice of the regular meeting scheduled for June 4, 2025 in the areas designated on May 30, 2025.

AGENDA ITEM NO. 6.A
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, City Clerk

Action Date: June 4, 2025

SUBJECT: Minutes of the City Council May 21, 2025 regular and special meetings and the May 28, 2025 special meeting.

PRESENTED BY: Heidi Whitlock, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's May 21, 2025 regular and special meetings and the May 28, 2025 special meeting.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to waive the reading of and approval to receive and file the City Council's minutes from the May 21, 2025 regular and special meetings and the May 28, 2025 meeting.

ATTACHMENTS:
250521.cc.spec.min.draft.pdf
250521.cc.min.draft.pdf
250528.cc.spec.min.draft.pdf

SUSANVILLE CITY COUNCIL
Special Council Meeting Minutes
WEDNESDAY, MAY 21, 2025 – 3:00 PM

Mayor Schuster called the meeting to order at 3:00pm.
Roll Call of Councilmembers Present: Schuster, Brown, Bortle, Parrish, Miller

1. **APPROVAL OF AGENDA:**
   Moved by Brown; seconded by Bortle, to approve the agenda as presented.
   Motion Carried: 5 - 0
   Voting For: Schuster, Brown, Bortle, Parrish, Miller
   Voting Against: None

2. **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any):** No comment.

3. **CLOSED SESSION:** The Council convened in closed session at 3:01pm to discuss the following:
   A. CONFERENCE WITH LABOR NEGOTIATORS - pursuant to Government Code Section §54957.6
      1. Fire Unit
      2. Miscellaneous Unit
      3. Public Works unit
      4. SPOA Unit
      5. Department Heads:
         a. City Clerk
         b. Economic Development Director
         c. Finance Director
         d. Public Safety Chief
         e. Public Works Director

4. **RETURN TO OPEN SESSION:** The Council reconvened in open session at 4:51 p.m.

   Mr. Newton stated that prior to meeting in closed session the Council approved the agenda as presented. They then met in closed session where the above-mentioned items were discussed. No reportable action was taken but direction was provided to staff.

5. **BUSINESS FROM THE FLOOR:** No business.

6. **CONSENT CALENDAR:** No business.

7. **PUBLIC HEARINGS:** No business.

8. **NEW BUSINESS:** No business.

9. **CONTINUING BUSINESS:** No business.

10. **ADJOURNMENT:** Council adjourned at 4:52 p.m.

_____ _____
Heidi Whitlock, City Clerk Mendy Schuster, Mayor

Approved on:

SUSANVILLE CITY COUNCIL
Regular Council Meeting Minutes
WEDNESDAY, MAY 21, 2025 – 5:00 PM

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

Roll Call of Councilmembers Present: Mendy Schuster, Russ Brown, Curtis Bortle, Patrick Parrish, Dawn Miller

1. APPROVAL OF AGENDA:

Moved by Russ Brown; seconded by Curtis Bortle, to approve the agenda with item 9D to be heard prior to 9A.
Motion Carried: 5 - 0
Voting For: Mendy Schuster, Russ Brown, Curtis Bortle, Patrick Parrish, Dawn Miller
Voting Against: None

2. PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No closed session.

3. CLOSED SESSION: No business.

4. RETURN TO OPEN SESSION:

The Pledge of Allegiance and Invocation were provided.

Dan Newton, City Manager, stated that the Council met in closed session during a special meeting this afternoon at 3:00 p.m. therefore, there was no closed session for this meeting to report on.

5. BUSINESS FROM THE FLOOR:

No less than two members of the public commented regarding their support for the Farmer's Market.

No less than eight members of the public commented regarding their support for keeping the shoulder seasons at the Honey Lake Valley Recreation Authority pool for the Lassen High School Swim Team.

6. CONSENT CALENDAR:

6.A Minutes of the City Council May 7, 2025 regular meeting.

Motion to waive the reading of and approval to receive and file the City Council's minutes from the May 7, 2025 regular meeting.

250507.cc.min.draft.pdf

Council Member Bortle requested one change to the minutes.

Moved by Patrick Parrish; seconded by Russ Brown to approve the minutes with the one modification.
Motion Carried: 5- 0
Voting For: Mendy Schuster, Russ Brown, Curtis Bortle, Patrick Parrish, Dawn Miller
Voting Against: None

6.B Vendor and Payroll Warrants

Motion to receive and file

4-24-2025.pdf
04-30-2025.pdf
05-01-2025.pdf

Moved by Russ Brown; seconded by Curtis Bortle to approve.
Motion Carried: 5- 0
Voting For: Mendy Schuster, Russ Brown, Curtis Bortle, Patrick Parrish, Dawn Miller
Voting Against: None

6.C Monthly Financial Reports January - March 2025

Motion to receive and file monthly financial reports for January-March 2025.

Cash Report US Bank Jan.pdf
Daily Cash Report US Bank Jan.pdf
Fund Balances Report_2025_01.pdf
Cash Report US Bank Feb.pdf
Daily Cash Report US Bank Feb.pdf
Fund Balances Report_2025_02.pdf
Cash Report US Bank Mar.pdf
Daily Cash Report US Bank Mar.pdf
Fund Balances Report_2025_03.pdf
Cash Report TriCounties Jan-Mar.pdf
Income Statement 3.31.25.pdf

Moved by Russ Brown; seconded by Curtis Bortle to approve.
Motion Carried: 5- 0
Voting For: Mendy Schuster, Russ Brown, Curtis Bortle, Patrick Parrish, Dawn Miller
Voting Against: None

6.D Consider **Resolution No. 25-6432**, approving and accepting a donation of $1,138 from the Walmart Spark Good Foundation for the Police Department.

25-6432.pdf
Screenshot_28-4-2025_104548_www.walmart.com.jpeg

Motion to approve Resolution No. 25-6432, approving and accepting a donation of $1,138 from the Walmart Spark Good Foundation for the Police Department.
Moved by Russ Brown; seconded by Curtis Bortle to Approve.
Motion Carried: 5- 0
Voting For: Mendy Schuster, Russ Brown, Curtis Bortle, Patrick Parrish, Dawn Miller
Voting Against: None

7. PUBLIC HEARINGS:

7.A Public Hearing pursuant to Government Code Section 3502.3 to receive a report on the City of Susanville job vacancies, and recruitment and retention efforts.

Mayor Schuster opened the public hearing at 5:34 p.m.

Dan Newton, City Manager, presented information related to AB2561.

Mayor Schuster closed the public hearing at 5:39 p.m.

Receive and file the informational report on the City's job vacancies, recruitment and retention efforts pursuant to Government Code Section 3502.3.
Moved by Curtis Bortle; seconded by Russ Brown to Receive and File.
Motion Carried: 5- 0
Voting For: Mendy Schuster, Russ Brown, Curtis Bortle, Patrick Parrish, Dawn Miller
Voting Against: None

8. COUNCIL DISCUSSION/ANNOUNCEMENTS:

Council Member Bortle provided the Land Acknowledgement Statement.

9. NEW BUSINESS:

9.D Discussion regarding Honey Lake Valley Community Pool Direction to staff.

Mr. Newton provided an explanation of the item and requested Council discussion and possible direction.

Direction was provided to staff to bring back an agenda item to consider funding for the High School Swim season at the next meeting.

Mayor Schuster requested a 10-minute break at 6:26 p.m.

The Council reconvened in open session at 6:52 p.m.

9.A FY 2025-2026 Budget Discussion Discussion Item - Direction to Staff

Chandra Jabbs, Finance Director, presented the draft budget for discussion. Direction was provided to staff to bring the budget back for Council consideration at the June 18, 2025, meeting.

9.B Consider **Ordinance No. 25-1048**, amending the Susanville Municipal Code to allow City Council to act as Planning Commission

Mr. Newton provided an explanation of Ordinance No. 25-1048 and requested it be introduced.

25-1048 Planning Commission .pdf

Motion to waive the first reading and introduce Ordinance No. 25-1048, amending the Susanville Municipal Code to allow City Council to act as Planning Commission
Moved by Curtis Bortle, seconded by Russ Brown to waive the first reading and introduce Ordinance No. 25-1048.
Motion Carried: 4-1
Voting For: Mendy Schuster, Russ Brown, Curtis Bortle, Dawn Miller
Voting Against: Patrick Parrish

9.C Discussion regarding Broadband Internet - Fiber Optics Susanville - Frontier Communications

Mr. Newton provided an explanation of the item, introduced Doug McAllister from Frontier Communications who provided a brief presentation and answered questions and requested Council discussion.

City of Susanville - Fiber to the Home.pdf

~~9.D Discussion regarding Honey Lake Valley Community Pool Direction to staff.~~ *Heard prior to Item 9A.*

10. SUSANVILLE COMMUNITY REDEVELOPMENT AGENCY: No business.

11. SUSANVILLE MUNICIPAL ENERGY CORPORATION: No business.

12. CONTINUING BUSINESS: No business.

13. CITY MANAGER'S REPORTS:

13.A Department Reports

Updates from department heads were shared, covering recent progress and current priorities.

14. FUTURE COUNCIL ITEMS:

14.A Future Council Items Possible direction to staff.

250521.2.Future.Items.List.pdf

Council Member Miller stated that she previously inquired about whether the City's fire hydrants have been tested and are in working order to which Mr. Newton stated that they have been. He added, however, that staff can bring back an information item.

15. ADJOURNMENT:

Moved by Curtis Bortle; seconded by Russ Brown to adjourn 8:26 p.m.
Motion Carried: 5 - 0
Voting For: Mendy Schuster, Russ Brown, Curtis Bortle, Patrick Parrish, Dawn Miller
Voting Against: None

_____ _____

Heidi Whitlock, City Clerk Mendy Schuster, Mayor

Approved on:

SUSANVILLE CITY COUNCIL
Special Council Meeting Minutes
WEDNESDAY, MAY 28, 2025 – 4:00 PM

Mayor Schuster called the meeting to order at 4:00 p.m.

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

1. **APPROVAL OF AGENDA:**
   Moved by Parrish; seconded by Bortle to approve as presented.
   Motion Carried: 5 - 0
   Voting For: Schuster, Brown, Bortle, Parrish, Miller
   Voting Against: None

2. **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any):** No comment.

3. **CLOSED SESSION:**
   The Council convened in closed session at 4:01pm to discuss the following:
   A. CONFERENCE WITH LABOR NEGOTIATORS - pursuant to Government Code Section §54957.6
      1. Fire Unit
      2. Miscellaneous Unit
      3. Public Works unit
      4. SPOA Unit
      5. Department Heads:
         a. City Clerk
         b. Economic Development Director
         c. Finance Director
         d. Public Safety Chief
         e. Public Works Director

4. **RETURN TO OPEN SESSION:** The Council reconvened in open session at 5:38 p.m.

   Mr. Newton stated that prior to meeting in closed session the Council approved the agenda as presented. They then met in closed session where the above-mentioned items were discussed. No reportable action was taken but direction was provided to staff.

5. **BUSINESS FROM THE FLOOR:** No business.

6. **CONSENT CALENDAR:** No business.

7. **PUBLIC HEARINGS:** No business.

8. **COUNCIL DISCUSSION/ANNOUNCEMENTS:** No comment.

9. **NEW BUSINESS:** No business.

10. **ADJOURNMENT:** Council adjourned at 5:39 p.m.

_____ _____

Heidi Whitlock, City Clerk Mendy Schuster, Mayor

Approved on:

AGENDA ITEM NO. 6.B
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By:	Stefanie Steward, Finance
Action Date:	June 4, 2025
SUBJECT:	Vendor and Payroll Warrants
PRESENTED BY:	Chandra Jabbs, Finance Director
SUMMARY:	Warrants dated May 8, 2025 through May 21, 2025 numbered 224027-224127.
FISCAL IMPACT:	Accounts Payable vendor warrants totaling $294,236.32, plus $388,782.59 in payroll warrants, for a total of $683,018.91
ACTION REQUESTED:	Motion to receive and file

ATTACHMENTS:
05-08-2025.pdf
05-15-2025.pdf

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
05/25	05/08/2025	224027	11327		FACILITY RENTAL DEPOSIT RE	022725	1	1000-2228-009	DEPOSITS-COMM CENTER RE	300.00	300.00
Total 022725:										300.00	300.00
05/25	05/08/2025	224028	10981	ALSCO INC	UNIFORMS-GAS	LREN2019791	1	7401-430-62-44	LINEN SERVICES	72.40	72.40
Total LREN2019791:										72.40	72.40
05/25	05/08/2025	224028	10981	ALSCO INC	UNIFORMS-PARKS	LREN2019792	1	1011-452-20-44	LINEN SERVICES	44.54	44.54
Total LREN2019792:										44.54	44.54
05/25	05/08/2025	224028	10981	ALSCO INC	MAT, SLATE - PW	LREN2019795	1	7620-430-10-44	LINEN SERVICE	37.59	37.59
Total LREN2019795:										37.59	37.59
05/25	05/08/2025	224029	7687		REFUND GAS DEPOSIT	10314350311	1	7401-2228-000	DEPOSITS-CUSTOMER	73.01	73.01
Total 10314350311:										73.01	73.01
05/25	05/08/2025	224030	1307	C&S WASTE SOLUTIONS	470895 CIRCLE DR - GC	176792864U037	1	7530-451-52-44	DISPOSAL	272.08	272.08
Total 176792864U037:										272.08	272.08
05/25	05/08/2025	224030	1307	C&S WASTE SOLUTIONS	66 N LASSEN ST-ADMIN	176793060U037	1	1000-417-10-44	DISPOSAL	230.47	230.47
Total 176793060U037:										230.47	230.47
05/25	05/08/2025	224030	1307	C&S WASTE SOLUTIONS	1505 MAIN ST-FD	176793065U037	1	1010-422-10-44	DISPOSAL	230.47	230.47
Total 176793065U037:										230.47	230.47
05/25	05/08/2025	224031	161	CSK AUTO INC	GALDEGREASR- GAS	2740-169806	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	10.82	10.82
05/25	05/08/2025	224031	161	CSK AUTO INC	GALDEGREASR- WATER	2740-169806	2	7110-430-42-44	REPAIR AND MAINTENANCE-VE	10.81	10.81
05/25	05/08/2025	224031	161	CSK AUTO INC	GALDEGREASR- STREETS SB1	2740-169806	3	2005-431-20-44	REPAIR AND MAINTENANCE VE	10.82	10.82

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 2740-169806:										32.45	32.45
05/25	05/08/2025	224031	161	CSK AUTO INC	CERAMIC PAD- PARKS	2740-169952	1	1011-452-20-44	VEHICLE - REPAIR & MAINTENA	165.62	165.62
Total 2740-169952:										165.62	165.62
05/25	05/08/2025	224031	161	CSK AUTO INC	BATTERY-GAS	2740-170179	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	239.26	239.26
Total 2740-170179:										239.26	239.26
05/25	05/08/2025	224031	161	CSK AUTO INC	CERAMIC PAD- PARKS	2740-170306	1	1011-452-20-44	VEHICLE - REPAIR & MAINTENA	165.62-	165.62-
Total 2740-170306:										165.62-	165.62-
05/25	05/08/2025	224031	161	CSK AUTO INC	TIE ROD- GAS	2740-170903	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	320.13	320.13
Total 2740-170903:										320.13	320.13
05/25	05/08/2025	224031	161	CSK AUTO INC	CUP- GOLF	2740-171118	1	7530-451-52-44	REPAIR & MAINTENANCE - EQU	118.92	118.92
Total 2740-171118:										118.92	118.92
05/25	05/08/2025	224032	9163		MEI REIMBURSEMENT- FIRE	041025	1	1010-422-10-45	TRAVEL	129.00	129.00
Total 041025:										129.00	129.00
05/25	05/08/2025	224033	173	DATCO SERVICES	PRE-EMPLOYMENT DRUG TES	525-57818	1	1000-416-10-43	TECHNICAL SVCS	780.00	780.00
Total 525-57818:										780.00	780.00
05/25	05/08/2025	224034	11336	DIAMOND MOUNTAIN GO	2025 FLAG SPONDSORSHIP: F	6	1	1000-465-10-45	ADVERTISING	350.00	350.00
Total 6:										350.00	350.00
05/25	05/08/2025	224035	219	ED STAUB & SONS PETR	323.42 GAL PROPANE-AIRPORT	12097422	1	7201-430-81-46	PROPANE	918.81	918.81
Total 12097422:										918.81	918.81

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/25	05/08/2025	224035	219	ED STAUB & SONS PETR	161.30 GAL PROPANE-GC	12371960	1	7530-451-52-46	GASOLINE	796.85	796.85
Total 12371960:										796.85	796.85
05/25	05/08/2025	224036	11362		REFUND GAS DEPOSIT	10107160004	1	7401-2228-000	DEPOSITS-CUSTOMER	139.17	139.17
Total 10107160004:										139.17	139.17
05/25	05/08/2025	224037	1033	FGL ENVIRONMENTAL	WATER SAMPLING-WATER	572886A	1	7110-430-42-43	PROFESSIONAL SVCS	175.00	175.00
Total 572886A:										175.00	175.00
05/25	05/08/2025	224037	1033	FGL ENVIRONMENTAL	WATER SAMPLING-WATER	572933A	1	7110-430-42-43	PROFESSIONAL SVCS	121.00	121.00
Total 572933A:										121.00	121.00
05/25	05/08/2025	224037	1033	FGL ENVIRONMENTAL	WATER SAMPLING-WATER	572934A	1	7110-430-42-43	TECHNICAL SVCS	141.00	141.00
Total 572934A:										141.00	141.00
05/25	05/08/2025	224037	1033	FGL ENVIRONMENTAL	WATER SAMPLING-WATER	573539A	1	7110-430-42-43	TECHNICAL SVCS	141.00	141.00
Total 573539A:										141.00	141.00
05/25	05/08/2025	224037	1033	FGL ENVIRONMENTAL	WATER SAMPLING-WATER	573540A	1	7110-430-42-43	PROFESSIONAL SVCS	121.00	121.00
Total 573540A:										121.00	121.00
05/25	05/08/2025	224038	257	FOREST OFFICE EQUIPM	COPIER-FD	SV009380	1	1010-422-10-44	RENT & LEASES EQUIP & VEHI	32.58	32.58
Total SV009380:										32.58	32.58
05/25	05/08/2025	224039	10995	INLAND SUPPLY CO INC	BAG LINERS CAL RECYCLE- PA	1102167	1	1011-452-24-46	SUPPLIES GENERAL	322.67	322.67
05/25	05/08/2025	224039	10995	INLAND SUPPLY CO INC	BAG LINERS- PARKS	1102167	2	1011-452-20-46	SUPPLIES-GENERAL	359.06	359.06
Total 1102167:										681.73	681.73
05/25	05/08/2025	224040	1362	IRON MOUNTAIN INFO. M	POLICE DEPARTMENT SHREDD	KJHC657	1	1009-421-10-43	PROFESSIONAL SERVICES	130.22	130.22

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total KJHC657:										130.22	130.22
05/25	05/08/2025	224040	1362	IRON MOUNTAIN INFO. M	CITY HALL SHREDDING	KJYS115	1	1000-417-10-43	PROFESSIONAL SVCS	127.72	127.72
Total KJYS115:										127.72	127.72
05/25	05/08/2025	224041	9206	LASSEN COUNTY RECO	MODEM INTERNET ACCESS 9/2	050125	1	1011-419-10-43	PROFESSIONAL SVCS	250.00	250.00
Total 050125:										250.00	250.00
05/25	05/08/2025	224042	411	LASSEN MOTOR PARTS	RATCHET AND TOWELS-WATER	470163	1	7110-430-42-46	SUPPLIES-GENERAL	148.62	148.62
Total 470163:										148.62	148.62
05/25	05/08/2025	224043	425	LES SCHWAB TIRE CENT	REPAIR & MAINT- GAS	60400467090	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	1,485.43	1,485.43
Total 60400467090:										1,485.43	1,485.43
05/25	05/08/2025	224044	437	LMUD	471-920 JOHNSTONVILLE RD-AI	10108 042525	1	7201-430-81-46	ELECTRICITY	78.16	78.16
Total 10108 042525:										78.16	78.16
05/25	05/08/2025	224044	437	LMUD	GOLF COURSE PUMP STATION	122910 042525	1	7530-451-52-46	ELECTRICITY	1,033.82	1,033.82
Total 122910 042525:										1,033.82	1,033.82
05/25	05/08/2025	224044	437	LMUD	GOLF COURSE IRR PUMP/8TH	122929 042525	1	7530-451-52-46	ELECTRICITY	30.42	30.42
Total 122929 042525:										30.42	30.42
05/25	05/08/2025	224044	437	LMUD	GOLF COURSE PUMP HOUSE	132052 042525	1	7530-451-52-46	ELECTRICITY	73.95	73.95
Total 132052 042525:										73.95	73.95
05/25	05/08/2025	224044	437	LMUD	SOUTH ST - PW OFFICE	14590 042525	1	7620-430-10-46	ELECTRICITY	774.65	774.65
Total 14590 042525:										774.65	774.65

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/25	05/08/2025	224044	437	LMUD	SOUTH ST ROOSEVELT AREA L	1744 042525	1	1011-452-20-46	ELECTRICITY	11.04	11.04
Total 1744 042525:										11.04	11.04
05/25	05/08/2025	224044	437	LMUD	RIVERSIDE DR PARK	1999 042525	1	1011-452-20-46	ELECTRICITY	185.94	185.94
Total 1999 042525:										185.94	185.94
05/25	05/08/2025	224044	437	LMUD	CADY SPRINGS-WATER	26784 042525	1	7110-430-42-46	ELECTRICITY	618.84	618.84
Total 26784 042525:										618.84	618.84
05/25	05/08/2025	224044	437	LMUD	1505 MAIN ST FIRE STATION	2876 042525	1	1010-422-10-46	ELECTRICITY	938.50	938.50
Total 2876 042525:										938.50	938.50
05/25	05/08/2025	224044	437	LMUD	RICHMOND RD BRIDGE-STREE	35094 042525	1	2007-431-60-46	ELECTRICITY	320.67	320.67
Total 35094 042525:										320.67	320.67
05/25	05/08/2025	224044	437	LMUD	LITTLE LEAGUE AREA LIGHTS-	3522 042525	1	1011-452-20-46	ELECTRICITY	76.09	76.09
Total 3522 042525:										76.09	76.09
05/25	05/08/2025	224044	437	LMUD	N WEATHERLOW ST SIGNALS-	3651 042525	1	2005-431-20-46	SAFETY LIGHTING	170.54	170.54
Total 3651 042525:										170.54	170.54
05/25	05/08/2025	224044	437	LMUD	720 SOUTH EMULSION TANK-P	38646 042525	1	7620-430-10-46	ELECTRICITY	219.06	219.06
Total 38646 042525:										219.06	219.06
05/25	05/08/2025	224044	437	LMUD	105 S ASH ST - PARKS	412864 042525	1	1011-452-20-46	ELECTRICITY	38.83	38.83
Total 412864 042525:										38.83	38.83
05/25	05/08/2025	224044	437	LMUD	LITTLE LEAGUE AREA LIGHTS-	416851 042525	1	1011-452-20-46	ELECTRICITY	19.69	19.69

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 416851 042525:										19.69	19.69
05/25	05/08/2025	224044	437	LMUD	LAUREL ST- STREETS	416902 042525	1	2007-431-60-46	ELECTRICITY	19.69	19.69
Total 416902 042525:										19.69	19.69
05/25	05/08/2025	224044	437	LMUD	SOUTH ST- STREETS	416924 042525	1	2007-431-60-46	ELECTRICITY	39.39	39.39
Total 416924 042525:										39.39	39.39
05/25	05/08/2025	224044	437	LMUD	RICHMOND RD & PEARL CR- S	416984 042525	1	2007-431-60-46	ELECTRICITY	19.69	19.69
Total 416984 042525:										19.69	19.69
05/25	05/08/2025	224044	437	LMUD	1801 MAIN ST- STREETS	417512 042525	1	2007-431-60-46	ELECTRICITY	39.39	39.39
Total 417512 042525:										39.39	39.39
05/25	05/08/2025	224044	437	LMUD	ORCHARD ST- STREETS	418802 042525	1	2007-431-60-46	ELECTRICITY	23.12	23.12
Total 418802 042525:										23.12	23.12
05/25	05/08/2025	224044	437	LMUD	RIVERSIDE DR. & RIVER- STRE	418824 042525	1	2007-431-60-46	ELECTRICITY	19.69	19.69
Total 418824 042525:										19.69	19.69
05/25	05/08/2025	224044	437	LMUD	RIVERSIDE DR. & LAUREL STR	418833 042525	1	2007-431-60-46	ELECTRICITY	19.69	19.69
Total 418833 042525:										19.69	19.69
05/25	05/08/2025	224044	437	LMUD	MAIN & ALEXANDER SIGNAL-S	49496 042525	1	2005-431-20-46	SAFETY LIGHTING	199.63	199.63
Total 49496 042525:										199.63	199.63
05/25	05/08/2025	224044	437	LMUD	MAIN & FAIRFIELD-SB-1 SAFET	49497 042525	1	2005-431-20-46	SAFETY LIGHTING	165.13	165.13
Total 49497 042525:										165.13	165.13

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/25	05/08/2025	224044	437	LMUD	MAIN & JOHNSTNVLE SIGNAL-	49498 042525	1	2005-431-20-46	SAFETY LIGHTING	189.38	189.38
Total 49498 042525:										189.38	189.38
05/25	05/08/2025	224044	437	LMUD	RIVERSIDE & MAIN LIGHTS-SB-	49499 042525	1	2005-431-20-46	SAFETY LIGHTING	305.17	305.17
Total 49499 042525:										305.17	305.17
05/25	05/08/2025	224044	437	LMUD	471-920 JOHNSTONVILLE RD-AI	54333 042525	1	7201-430-81-46	ELECTRICITY	43.04	43.04
Total 54333 042525:										43.04	43.04
05/25	05/08/2025	224044	437	LMUD	SPRING RIDGE BL- WATER	55754 042525	1	7110-430-42-46	ELECTRICITY	293.72	293.72
Total 55754 042525:										293.72	293.72
05/25	05/08/2025	224044	437	LMUD	925 SIERRA RD SPORTS CTR- P	60453 042525	1	1011-452-20-46	ELECTRICITY	30.00	30.00
Total 60453 042525:										30.00	30.00
05/25	05/08/2025	224044	437	LMUD	471-920 JOHNSTONVILLE RD-AI	7146 042525	1	7201-430-81-46	ELECTRICITY	480.88	480.88
Total 7146 042525:										480.88	480.88
05/25	05/08/2025	224044	437	LMUD	471-920 JOHNSTONVILLE RD-AI	7154 042525	1	7201-430-81-46	ELECTRICITY	41.46	41.46
Total 7154 042525:										41.46	41.46
05/25	05/08/2025	224044	437	LMUD	GOLF COURSE CART BARN 2	7400 042525	1	7530-451-50-46	ELECTRICITY	40.30	40.30
Total 7400 042525:										40.30	40.30
05/25	05/08/2025	224044	437	LMUD	WELL #1-WATER	7714 042525	1	7110-430-42-46	ELECTRICITY	564.06	564.06
Total 7714 042525:										564.06	564.06
05/25	05/08/2025	224044	437	LMUD	GOLF COURSE BARN 1 & 3	9312 042525	1	7530-451-50-46	ELECTRICITY	30.00	30.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 9312 042525:										30.00	30.00
05/25	05/08/2025	224044	437	LMUD	RIVERSIDE PARK	9501 042525	1	1011-452-20-46	ELECTRICITY	52.08	52.08
Total 9501 042525:										52.08	52.08
05/25	05/08/2025	224044	437	LMUD	GEO PUMP #2	9503 042525	1	7301-430-52-46	ELECTRICITY	51.66	51.66
Total 9503 042525:										51.66	51.66
05/25	05/08/2025	224044	437	LMUD	HOSPITAL LN-GEO	9963 042525	1	7301-430-52-46	ELECTRICITY	30.84	30.84
Total 9963 042525:										30.84	30.84
05/25	05/08/2025	224045	8933	METROPOLITAN TRANSP	ANNUAL SUBSCRIPTION 5/25-4/	4926-AR13427	1	7620-430-10-47	SOFTWARE	333.33	333.33
05/25	05/08/2025	224045	8933	METROPOLITAN TRANSP	ANNUAL SUBSCRIPTION 5/25-4/	4926-AR13427	2	7620-1430-105	PRE-PAID OTHER	1,666.67	1,666.67
Total 4926-AR13427:										2,000.00	2,000.00
05/25	05/08/2025	224046	11363		REFUND WATER DEPOSIT	10100202613	1	7401-2228-000	DEPOSITS-CUSTOMER	154.72	154.72
Total 10100202613:										154.72	154.72
05/25	05/08/2025	224047	11365		DOT PHYSICAL-FD	050525	1	1010-422-10-43	VOLUNTEERS	105.00	105.00
Total 050525:										105.00	105.00
05/25	05/08/2025	224048	9456	NUTRIEN AG SOLUTIONS	10-4-20 SIG GRN- GOLF	56772335	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	486.00	486.00
Total 56772335:										486.00	486.00
05/25	05/08/2025	224049	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE RE	1322923	1	7401-430-62-43	TECHNICAL SVCS	55.62	55.62
05/25	05/08/2025	224049	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE RE	1322923	2	7110-430-42-43	TECHNICAL SVCS	55.61	55.61
Total 1322923:										111.23	111.23
05/25	05/08/2025	224050	546	PAYLESS BUILDING SUP	TRACK WHEELS- PW	315332	1	7620-430-10-44	REPAIR AND MAINTENANCE-FA	63.87	63.87

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 315332:										63.87	63.87
05/25	05/08/2025	224051	548	PEE WEE ENTERPRISES	RAMSEY DITCH PROJECT- ENG	25032801	1	7301-430-52-44	CONSTRUCTION SERVICES	58,500.00	58,500.00
Total 25032801:										58,500.00	58,500.00
05/25	05/08/2025	224052	556	PITNEY BOWES INC	MONTHLY POSTAGE REFILL-CI	8000-9000-0067-7660	1	1000-1410-002	INVENTORIES-POSTAGE	1,999.78	1,999.78
05/25	05/08/2025	224052	556	PITNEY BOWES INC	POSTAGE-CITY HALL	8000-9000-0067-7660	2	1000-417-10-46	POSTAGE	153.81	153.81
Total 8000-9000-0067-7660:										2,153.59	2,153.59
05/25	05/08/2025	224053	558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT-CI	58020 043025	1	1000-417-10-45	COMMUNICATIONS	768.00	768.00
Total 58020 043025:										768.00	768.00
05/25	05/08/2025	224053	558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT-FD	69319 043025	1	1010-422-10-45	COMMUNICATIONS	306.75	306.75
Total 69319 043025:										306.75	306.75
05/25	05/08/2025	224054	1562	R.E.Y ENGINEERS INC	PROFESSIONAL SERVICES RE	27481	1	2007-431-39-43	PROFESSIONAL SERVICES	5,636.34	5,636.34
Total 27481:										5,636.34	5,636.34
05/25	05/08/2025	224055	9613		MOU UNIFORM REIM-PARKS	050525	1	1011-452-23-42	UNIFORM ALLOWANCE	300.00	300.00
Total 050525:										300.00	300.00
05/25	05/08/2025	224056	1217	SEAN BITLE	SERVICE AGREEMENT 24/25 FY	535	1	7530-451-52-43	PROFESSIONAL SERVICES	4,000.00	4,000.00
Total 535:										4,000.00	4,000.00
05/25	05/08/2025	224057	11116	SEA-WESTERN INC	TURN OUTS-FD	SO30819	1	1010-422-10-46	SUPPLIES- SAFETY ITEMS	4,090.22	4,090.22
Total SO30819:										4,090.22	4,090.22
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	1	8405-430-10-48	GRANTS	692.69	692.69
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	2	8405-430-10-48	GRANTS	1,396.32	1,396.32
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	3	8405-430-10-48	GRANTS	1,499.26	1,499.26

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-0	050225	4	8405-430-10-48	GRANTS	692.75	692.75
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	5	8405-430-10-48	GRANTS	692.69	692.69
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	6	8405-430-10-48	GRANTS	692.69	692.69
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	7	8405-430-10-48	GRANTS	1,493.80	1,493.80
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	8	8405-430-10-48	GRANTS	14,981.58	14,981.58
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	9	8405-430-10-48	GRANTS	1,493.80	1,493.80
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	10	8405-430-10-48	GRANTS	1,493.80	1,493.80
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	11	8405-430-10-48	GRANTS	14,981.58	14,981.58
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT CLG-24-1	050225	12	8405-430-10-48	GRANTS	14,981.58	14,981.58
Total 050225:										55,092.54	55,092.54
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT RLG-25-0	050225.01	1	8405-430-10-48	GRANTS	300.00	300.00
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT RLG-25-2	050225.01	2	8405-430-10-48	GRANTS	330.00	330.00
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT RLG-25-2	050225.01	3	8405-430-10-48	GRANTS	330.00	330.00
05/25	05/08/2025	224058	194	STEVE PHILLIPS	CARL MOYER GRANT RLG-25-1	050225.01	4	8405-430-10-48	GRANTS	200.00	200.00
Total 050225.01:										1,160.00	1,160.00
05/25	05/08/2025	224059	76	SUSANVILLE ACE HARD	HILLMAN FASTENERS- PW	533434	1	7620-430-10-44	REPAIR AND MAINTENANCE-FA	2.79	2.79
Total 533434:										2.79	2.79
05/25	05/08/2025	224059	76	SUSANVILLE ACE HARD	KEYBLANK- GAS	533588	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	4.86	4.86
Total 533588:										4.86	4.86
05/25	05/08/2025	224059	76	SUSANVILLE ACE HARD	HOSE SMARTFLO- PARKS	533655	1	1011-452-20-46	SUPPLIES-GENERAL	140.26	140.26
Total 533655:										140.26	140.26
05/25	05/08/2025	224059	76	SUSANVILLE ACE HARD	ALL SEASON HOSE- PW	533659	1	7620-430-10-46	SUPPLIES-GENERAL	36.04	36.04
Total 533659:										36.04	36.04
05/25	05/08/2025	224060	9544	TONY'S CLEANING SERV	JANITORIAL SERVICES- PW	1089	1	7620-430-10-44	CUSTODIAL	300.00	300.00
Total 1089:										300.00	300.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/25	05/08/2025	224061	10821	UBEO WEST LLC	COPIER PD	4879111	1	1009-421-10-45	PRINTING & BINDING	455.72	455.72
05/25	05/08/2025	224061	10821	UBEO WEST LLC	COPIER CITY HALL	4879111	2	1000-417-10-45	PRINTING AND BINDING	153.93	153.93
05/25	05/08/2025	224061	10821	UBEO WEST LLC	COPIER CITY HALL	4879111	3	1000-417-10-44	RENT & LEASES EQUIP & VEHI	502.15	502.15
05/25	05/08/2025	224061	10821	UBEO WEST LLC	COPIER PD	4879111	4	1009-421-10-44	RENT & LEASES EQUIP & VEHI	215.20	215.20
Total 4879111:										1,327.00	1,327.00
05/25	05/08/2025	224062	1568	VERIFORCE	SEMI ANNUAL SUBSRIPTION- G	INV00242158	1	7401-430-62-43	TECHNICAL SVCS	714.00	714.00
Total INV00242158:										714.00	714.00
05/25	05/08/2025	224063	11364		REFUND WATER OVERPAYMEN	10506850014	1	9999-1001-001	CASH CLEARING - UTILITIES	220.09	220.09
05/25	05/08/2025	224063	11364		REFUND GAS OVERPAYMENT	10506850014	2	9999-1001-001	CASH CLEARING - UTILITIES	39.50	39.50
Total 10506850014:										259.59	259.59
05/25	05/08/2025	224064	770	WESTERN NEVADA SUP	RHEE BLK GLV- PARKS	61712916	1	1011-452-24-46	SUPPLIES GENERAL	51.96	51.96
Total 61712916:										51.96	51.96
05/25	05/08/2025	224064	770	WESTERN NEVADA SUP	SMBL 226 FCRC- GAS	61716575	1	7401-430-62-46	SUPPLIES-GENERAL	130.78	130.78
Total 61716575:										130.78	130.78
05/25	05/08/2025	224064	770	WESTERN NEVADA SUP	G5 CONC BOX- AIRPORT	61719495	1	7201-430-81-46	SUPPLIES - GENERAL	156.19	156.19
Total 61719495:										156.19	156.19
05/25	05/08/2025	224064	770	WESTERN NEVADA SUP	CONC BOX- WATER	61719681	1	7110-430-42-46	SUPPLIES-GENERAL	350.12	350.12
Total 61719681:										350.12	350.12
05/25	05/08/2025	224064	770	WESTERN NEVADA SUP	STUB WRENCH-WATER	61723169	1	7110-430-42-46	SUPPLIES-GENERAL	20.00	20.00
Total 61723169:										20.00	20.00
05/25	05/08/2025	224064	770	WESTERN NEVADA SUP	SHBI PVC COUPLING- WATER	61723516	1	7110-430-42-46	SUPPLIES-GENERAL	27.06	27.06

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 61723516:										27.06	27.06
05/25	05/08/2025	224064	770	WESTERN NEVADA SUP	TUBBING CUTTER-PARKS	61727268	1	1011-452-20-46	SUPPLIES-SMALL TOOLS	66.84	66.84
Total 61727268:										66.84	66.84
05/25	05/08/2025	224064	770	WESTERN NEVADA SUP	1-1/4 COP UNION-PARKS	61727361	1	1011-452-20-44	FACILITY - REPAIR & MAINTENA	288.76	288.76
Total 61727361:										288.76	288.76
05/25	05/08/2025	224064	770	WESTERN NEVADA SUP	COP CP0LG W/STP-PARKS	61730934	1	1011-452-20-44	FACILITY - REPAIR & MAINTENA	26.97	26.97
Total 61730934:										26.97	26.97
05/25	05/08/2025	224065	1198	WESTWOOD SANITATIO	PORTABLE TOILET-GOLF COUR	I79472	1	7530-451-52-44	RENT & LEASES EQUIP & VEHI	218.78	218.78
Total I79472:										218.78	218.78
05/25	05/08/2025	224066	11059	WFP SHIP AND PRINT	ADVERTISEMENT-GC	11398	1	7530-451-52-45	ADVERTISING	368.05	368.05
Total 11398:										368.05	368.05
05/25	05/08/2025	224067	10968		MEI REIMBURSEMENT-FD	050525	1	1010-422-10-45	TRAVEL	129.00	129.00
Total 050525:										129.00	129.00
Grand Totals:										155,475.97	155,475.97

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
05/25	05/15/2025	224080	9432	ALL SEASON HEATING	#0085 WOODSMOKE REDUCTI	853865626	1	8407-430-10-48	GRANTS	5,000.00	5,000.00
Total 853865626:										5,000.00	5,000.00
05/25	05/15/2025	224081	8792	ALPINE LOCK AND KEY I	MILEAGE RENO-GAS	0000187820	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	828.60	828.60
Total 0000187820:										828.60	828.60
05/25	05/15/2025	224082	10981	ALSCO INC	UNIFORMS-GAS	LREN2021442	1	7401-430-62-44	LINEN SERVICES	116.40	116.40
Total LREN2021442:										116.40	116.40
05/25	05/15/2025	224082	10981	ALSCO INC	UNIFORMS-STREETS	LREN2021444	1	2007-431-20-44	LINEN SERVICE	66.40	66.40
Total LREN2021444:										66.40	66.40
05/25	05/15/2025	224082	10981	ALSCO INC	UNIFORMS-WATER	LREN2021445	1	7110-430-42-44	LINEN SERVICE	74.96	74.96
Total LREN2021445:										74.96	74.96
05/25	05/15/2025	224083	11368		COMMUNITY CENTER DEPOSIT	050625	1	1000-2228-009	DEPOSITS-COMM CENTER RE	55.00	55.00
Total 050625:										55.00	55.00
05/25	05/15/2025	224084	38	AMERICAN WATER WOR	MEMBERSHIP DUES FY 25/26-	S0233738	1	7110-1430-105	PRE-PAID OTHER	308.00	308.00
05/25	05/15/2025	224084	38	AMERICAN WATER WOR	MEMBERSHIP DUES FY 26/27-	S0233738	2	7110-1430-105	PRE-PAID OTHER	28.00	28.00
Total S0233738:										336.00	336.00
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	1205 MAIN STREET- STREETS	176792848U037	1	2007-431-20-44	DISPOSAL	195.93	195.93
Total 176792848U037:										195.93	195.93
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	725 MAIN STREET-STREETS	176792849U037	1	2007-431-20-44	DISPOSAL	26.88	26.88

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 176792849U037:										26.88	26.88
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	819 MAIN STREET- STREETS	176792850U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792850U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	801 MAIN STREET- STREETS	176792851U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792851U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	701 MAIN STREET- STREETS	176792852U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792852U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	605 ASH STREET-STREETS	176792853U037	1	2007-431-20-44	DISPOSAL	26.88	26.88
Total 176792853U037:										26.88	26.88
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	617 MAIN ST-STREETS	176792854U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792854U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	611 MAIN STREET- STREETS	176792855U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792855U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	400 MAIN STREET- STREETS	176792856U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792856U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	600 MAIN ST-STREETS	176792857U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792857U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	626 MAIN ST-STREETS	176792858U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792858U037:										53.31	53.31

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	732 MAIN STREET-STREETS	176792859U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792859U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	1000 MAIN ST-STREETS	176792860U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792860U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	700 MAIN STREET- STREETS	176792861U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792861U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	822 MAIN STREET- STREETS	176792862U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792862U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	950 MAIN STREET- STREETS	176792863U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176792863U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	95 N WEATHERLOW ST-PARKS	176793061U037	1	1011-452-20-44	DISPOSAL	226.06	226.06
Total 176793061U037:										226.06	226.06
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	1801 MAIN ST-PD	176793062U037	1	1009-421-10-44	DISPOSAL	226.06	226.06
Total 176793062U037:										226.06	226.06
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	1110 NORTH STREET-PARKS	176793140U037	1	1011-452-20-44	DISPOSAL	330.67	330.67
Total 176793140U037:										330.67	330.67
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	900 MAIN ST-STREETS	176793148U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176793148U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	1408 MAIN ST-STREETS	176793149U037	1	2007-431-20-44	DISPOSAL	53.31	53.31

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 176793149U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	1616 MAIN STREET-STREETS	176793150U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176793150U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	65 N LASSEN ST-STREETS	176793166U037	1	2007-431-20-44	DISPOSAL	53.31	53.31
Total 176793166U037:										53.31	53.31
05/25	05/15/2025	224085	1307	C&S WASTE SOLUTIONS	732 MAIN STREET-STREETS	176793274U037	1	2007-431-20-44	DISPOSAL	106.62	106.62
Total 176793274U037:										106.62	106.62
05/25	05/15/2025	224086	815	CALIFORNIA RURAL WAT	ANNUAL CRWA MEMBERSHIP F	050125	1	7110-430-42-48	DUES AND MEMBERSHIPS	277.00	277.00
05/25	05/15/2025	224086	815	CALIFORNIA RURAL WAT	ANNUAL CRWA MEMBERSHIP F	050125	2	7110-1430-105	PRE-PAID OTHER	1,385.00	1,385.00
Total 050125:										1,662.00	1,662.00
05/25	05/15/2025	224087	986	CARLSONS TIRE PROS	REPAIR & MAINT-PW	8179	1	7620-430-10-44	REPAIR AND MAINTENANCE-VE	931.31	931.31
Total 8179:										931.31	931.31
05/25	05/15/2025	224088	11209	CIVICPLUS LLC	WEBSITE SECURITY PROTECTI	333661	1	8404-430-13-43	TECHNICAL SVCS	237.81	237.81
05/25	05/15/2025	224088	11209	CIVICPLUS LLC	WEBSITE SECURITY PROTECTI	333661	2	1000-465-10-43	TECHNICAL SVCS	237.81	237.81
Total 333661:										475.62	475.62
05/25	05/15/2025	224089	11366		REFUND GAS DEPOSIT	10108680008	1	7401-2228-000	DEPOSITS-CUSTOMER	184.00	184.00
Total 10108680008:										184.00	184.00
05/25	05/15/2025	224090	10925	CONWAY DATA LLC	MARKETING /ADV- ECON DEVL	10125885	1	2004-465-10-43	PROFESSIONAL SVCS	3,750.00	3,750.00
Total 10125885:										3,750.00	3,750.00
05/25	05/15/2025	224091	161	CSK AUTO INC	FUEL/WTR SEP-WATER	2740-168103	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	63.46	63.46

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 2740-168103:										63.46	63.46
05/25	05/15/2025	224091	161	CSK AUTO INC	AIR FILTER-GAS	2740-170016	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	167.14	167.14
Total 2740-170016:										167.14	167.14
05/25	05/15/2025	224091	161	CSK AUTO INC	RESISTOR-GAS	2740-170018	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	64.13	64.13
Total 2740-170018:										64.13	64.13
05/25	05/15/2025	224091	161	CSK AUTO INC	RESISTOR-GAS	2740-170100	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	32.42	32.42
Total 2740-170100:										32.42	32.42
05/25	05/15/2025	224091	161	CSK AUTO INC	RESISTOR-GAS	2740-170147	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	39.36-	39.36-
Total 2740-170147:										39.36-	39.36-
05/25	05/15/2025	224092	10670	CURRENT ELECTRIC & A	SECURITY SYSTEM MONITORI	052440 LIHC	1	7620-430-10-43	TECHNICAL SVCS	40.00	40.00
Total 052440 LIHC:										40.00	40.00
05/25	05/15/2025	224092	10670	CURRENT ELECTRIC & A	CODE CHARGE-PW	052599	1	7620-430-10-43	TECHNICAL SVCS	35.00	35.00
Total 052599:										35.00	35.00
05/25	05/15/2025	224093	184	DEPARTMENT OF JUSTI	FINGERPRINTS - CITY EMPLOY	814654	1	1000-416-10-45	FINGERPRINTING SERVICES	258.00	258.00
Total 814654:										258.00	258.00
05/25	05/15/2025	224094	1565	DIRTY JOE'S CAR WASH	CAR WASH- PD	050125	1	1009-421-10-44	VEHICLE-REPAIR & MAINTENA	72.00	72.00
Total 050125:										72.00	72.00
05/25	05/15/2025	224095	198	DITCH WITCH EQUIPMEN	12K EQUALIZER- WATER	966981	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	837.76	837.76
Total 966981:										837.76	837.76

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/25	05/15/2025	224095	198	DITCH WITCH EQUIPMEN	10K EQUALI-WATER	966985	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	90.95	90.95
Total 966985:										90.95	90.95
05/25	05/15/2025	224095	198	DITCH WITCH EQUIPMEN	EQUALIZER- WATER	967342	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	350.02	350.02
Total 967342:										350.02	350.02
05/25	05/15/2025	224096	219	ED STAUB & SONS PETR	32 5 GAL MACHINERY-GEO	12350264	1	7301-430-52-44	REPAIR AND MAINTENANCE - F	562.04	562.04
Total 12350264:										562.04	562.04
05/25	05/15/2025	224097	11224	EMPIRE SOUTHWEST LL	ELEMENT-GC	EMPS6835645	1	7530-451-52-44	REPAIR & MAINTENANCE - EQU	85.79	85.79
Total EMPS6835645:										85.79	85.79
05/25	05/15/2025	224098	1033	FGL ENVIRONMENTAL	WATER SAMPLING-WATER	573556A	1	7110-430-42-43	PROFESSIONAL SVCS	141.00	141.00
Total 573556A:										141.00	141.00
05/25	05/15/2025	224098	1033	FGL ENVIRONMENTAL	WATER SAMPLING-WATER	573557A	1	7110-430-42-43	PROFESSIONAL SVCS	117.00	117.00
Total 573557A:										117.00	117.00
05/25	05/15/2025	224099	257	FOREST OFFICE EQUIPM	MAINT.CONTRACT FOLD MACHI	SV009270	1	7401-430-62-43	TECHNICAL SVCS	44.08	44.08
05/25	05/15/2025	224099	257	FOREST OFFICE EQUIPM	MAINT.CONTRACT FOLD MACHI	SV009270	2	7110-430-42-43	TECHNICAL SVCS	44.08	44.08
Total SV009270:										88.16	88.16
05/25	05/15/2025	224100	265	FRONTIER	257-1887 CITY HALL BACKUP IN	1887 050125	1	1000-417-10-45	COMMUNICATIONS	133.32	133.32
Total 1887 050125:										133.32	133.32
05/25	05/15/2025	224100	265	FRONTIER	257-2520 GOLF COURSE	2520 050125	1	7530-451-52-45	COMMUNICATIONS	333.72	333.72
Total 2520 050125:										333.72	333.72
05/25	05/15/2025	224101	1019	HONEY LAKE VALLEY RE	PROFESSIONAL SVC GRANT M	2025009	1	2050-430-20-43	PROFESSIONAL SVCS	1,912.50	1,912.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 2025009:										1,912.50	1,912.50
05/25	05/15/2025	224102	10995	INLAND SUPPLY CO INC	TOWELS-PARKS	1103893	1	1011-452-20-46	SUPPLIES-GENERAL	241.75	241.75
05/25	05/15/2025	224102	10995	INLAND SUPPLY CO INC	TOWELS-PARKS	1103893	2	1011-452-21-46	SUPPLIES-GENERAL	241.75	241.75
Total 1103893:										483.50	483.50
05/25	05/15/2025	224102	10995	INLAND SUPPLY CO INC	CENTERPULL- PARKS	1104065	1	1011-452-20-46	SUPPLIES-GENERAL	66.30	66.30
Total 1104065:										66.30	66.30
05/25	05/15/2025	224103	11371		REFUND WATER OVERPAYMEN	10431050004	1	9999-1001-001	CASH CLEARING - UTILITIES	37.03	37.03
Total 10431050004:										37.03	37.03
05/25	05/15/2025	224104	1074	LASSEN AUTO BODY	AUTO ACCIDENT REPAIR- PD	7878	1	1009-421-10-44	VEHICLE-REPAIR & MAINTENA	5,921.32	5,921.32
Total 7878:										5,921.32	5,921.32
05/25	05/15/2025	224105	411	LASSEN MOTOR PARTS	SURF CONDITIONING- WATER	468235	1	7110-430-42-44	REPAIR AND MAINTENANCE-VE	16.32	16.32
05/25	05/15/2025	224105	411	LASSEN MOTOR PARTS	SURF CONDITIONING- GAS	468235	2	7401-430-62-44	REPAIR AND MAINT-VEHICLE	16.33	16.33
05/25	05/15/2025	224105	411	LASSEN MOTOR PARTS	SURF CONDITIONING- STREET	468235	3	2005-431-20-44	REPAIR AND MAINTENANCE VE	16.32	16.32
Total 468235:										48.97	48.97
05/25	05/15/2025	224106	10485	LEAF CAPITAL FUNDING	KYOCERA COPIER- PW	18312461	1	7620-430-10-44	RENT & LEASE EQUIP & VEHIC	295.53	295.53
Total 18312461:										295.53	295.53
05/25	05/15/2025	224107	11369		COMMUNITY CENTER DEPOSIT	050825	1	1000-2228-009	DEPOSITS-COMM CENTER RE	55.00	55.00
Total 050825:										55.00	55.00
05/25	05/15/2025	224108	437	LMUD	1801 MAIN ST POLICE STATION	8314 04252025	1	1009-421-10-46	ELECTRICITY	1,039.43	1,039.43
Total 8314 04252025:										1,039.43	1,039.43
05/25	05/15/2025	224109	1508	MAIN STREET LUBE	REPAIR & MAINT- PD	50997	1	1009-421-10-44	VEHICLE-REPAIR & MAINTENA	55.79	55.79

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 50997:										55.79	55.79
05/25	05/15/2025	224110	480	MINERS & PISANI INC	GAS METER- GAS	IN-025887	1	7401-1410-003	INVENTORY-GAS METERS	2,598.68	2,598.68
Total IN-025887:										2,598.68	2,598.68
05/25	05/15/2025	224111	10725	PACE SUPPLY CORP	SUPPLIES- WATER	3110260927	1	7110-430-42-46	SUPPLIES-GENERAL	1,086.44	1,086.44
Total 3110260927:										1,086.44	1,086.44
05/25	05/15/2025	224111	10725	PACE SUPPLY CORP	ITRON METER- WATER	3110260927-1	1	7110-430-42-47	MACHINERY AND EQUIPMENT	1,823.25	1,823.25
Total 3110260927-1:										1,823.25	1,823.25
05/25	05/15/2025	224112	10714		CA POST DOMESTIC VIOLENCE	042225	1	1009-421-10-45	TRAINING	473.00	473.00
Total 042225:										473.00	473.00
05/25	05/15/2025	224113	558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT-P	63630 043025	1	1009-421-10-45	COMMUNICATIONS	185.00	185.00
Total 63630 043025:										185.00	185.00
05/25	05/15/2025	224113	558	PLUMAS-SIERRA	INTERNET ACCESS CIRCUIT-P	68444 043025	1	7620-430-10-45	COMMUNICATIONS	747.69	747.69
Total 68444 043025:										747.69	747.69
05/25	05/15/2025	224114	10563	POLICY CONSULTING AS	LAFCO STAFF SVCS & EXPENS	LASSEN 2025-4	1	8402-413-30-43	LAFCO EXEC. OFFICE SVC	3,500.00	3,500.00
05/25	05/15/2025	224114	10563	POLICY CONSULTING AS	LAFCO STAFF SVCS & EXPENS	LASSEN 2025-4	2	8402-413-30-43	MUNICIPAL SVC REVIEW-LAFC	875.00	875.00
05/25	05/15/2025	224114	10563	POLICY CONSULTING AS	LAFCO STAFF SVCS & EXPENS	LASSEN 2025-4	3	8402-413-30-45	TRAVEL	132.47	132.47
Total LASSEN 2025-4:										4,507.47	4,507.47
05/25	05/15/2025	224115	632	SEZZI CONCRETE & MAT	SAND FOR TEES AND GREENS-	1592	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	3,198.79	3,198.79
Total 1592:										3,198.79	3,198.79
05/25	05/15/2025	224116	11292	STUART C. IRBY COMPA	COIL GAS PIPE- GAS	S014231670.001	1	7401-430-62-46	SUPPLIES-GENERAL	1,287.16	1,287.16

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total S014231670.001:										1,287.16	1,287.16
05/25	05/15/2025	224117	76	SUSANVILLE ACE HARD	STORAGE BOX-GAS	533526	1	7401-430-62-45	ADVERTISING	38.95	38.95
Total 533526:										38.95	38.95
05/25	05/15/2025	224117	76	SUSANVILLE ACE HARD	PLUNGER- PW	533796	1	7620-430-10-44	REPAIR AND MAINTENANCE-MI	29.21	29.21
Total 533796:										29.21	29.21
05/25	05/15/2025	224118	1002	SUSANVILLE VOLUNTEE	VOLUNTEER SERVICES- PD	25-01	1	1009-421-10-45	TRAINING	170.00	170.00
Total 25-01:										170.00	170.00
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT:RLG-25-1	050225	1	8405-430-10-48	GRANTS	2,000.00	2,000.00
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT:RLG-25-1	050225	2	8405-430-10-48	GRANTS	2,000.00	2,000.00
Total 050225:										4,000.00	4,000.00
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT: CLG-24-1	050225.01	1	8405-430-10-48	GRANTS	15,000.00	15,000.00
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT: CLG-24-1	050225.01	2	8405-430-10-48	GRANTS	2,100.00	2,100.00
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT: CLG-24-1	050225.01	3	8405-430-10-48	GRANTS	4,500.00	4,500.00
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT: CLG-24-1	050225.01	4	8405-430-10-48	GRANTS	29,612.55	29,612.55
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT: CLG-24-1	050225.01	5	8405-430-10-48	GRANTS	697.08	697.08
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT: CLG-24-1	050225.01	6	8405-430-10-48	GRANTS	692.78	692.78
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT: CLG-24-1	050225.01	7	8405-430-10-48	GRANTS	4,500.00	4,500.00
05/25	05/15/2025	224119	11372	THE PAPE GROUP, INC	CARL MOYER GRANT: CLG-24-1	050225.01	8	8405-430-10-48	GRANTS	700.00	700.00
Total 050225.01:										57,802.41	57,802.41
05/25	05/15/2025	224120	11370	U.S. SECURITY SUPPLY, I	ALARM LOCK- CODE ENFORCE	IN208813	1	1011-452-21-44	FACILITY - REPAIR & MAINTENA	92.26	92.26
Total IN208813:										92.26	92.26
05/25	05/15/2025	224121	8930	ULINE	TRASH PICKER-PARKS	191122045	1	1011-452-25-46	SUPPLIES GENERAL	443.77	443.77
Total 191122045:										443.77	443.77

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
05/25	05/15/2025	224122	749	VERIZON WIRELESS	CELLULAR PHONES - PD	6112270113	1	1009-421-10-45	COMMUNICATIONS	2,431.57	2,431.57
Total 6112270113:										2,431.57	2,431.57
05/25	05/15/2025	224122	749	VERIZON WIRELESS	CELLULAR PHONES - ADMIN	6112387001	1	1000-413-20-45	COMMUNICATIONS	74.99	74.99
05/25	05/15/2025	224122	749	VERIZON WIRELESS	CELLULAR PHONES - BUILDIN	6112387001	2	1011-424-20-45	COMMUNICATIONS	99.48	99.48
05/25	05/15/2025	224122	749	VERIZON WIRELESS	CELLULAR PHONES - PARKS	6112387001	3	1011-452-20-45	COMMUNICATIONS	104.11	104.11
05/25	05/15/2025	224122	749	VERIZON WIRELESS	CELLULAR PHONES - PUBLIC	6112387001	4	7620-430-11-45	COMMUNICATIONS	155.94	155.94
05/25	05/15/2025	224122	749	VERIZON WIRELESS	CELLULAR PHONES - WATER	6112387001	5	7110-430-42-45	COMMUNICATIONS	152.01	152.01
05/25	05/15/2025	224122	749	VERIZON WIRELESS	CELLULAR PHONES - GAS	6112387001	6	7401-430-62-45	COMMUNICATIONS	270.35	270.35
05/25	05/15/2025	224122	749	VERIZON WIRELESS	CELLULAR PHONES - PUBLIC	6112387001	7	7620-430-10-45	COMMUNICATIONS	1,293.98	1,293.98
Total 6112387001:										2,150.86	2,150.86
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	1	8405-430-10-48	GRANTS	700.00	700.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	2	8405-430-10-48	GRANTS	1,400.00	1,400.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	3	8405-430-10-48	GRANTS	1,500.00	1,500.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	4	8405-430-10-48	GRANTS	700.00	700.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	5	8405-430-10-48	GRANTS	1,400.00	1,400.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	6	8405-430-10-48	GRANTS	1,500.00	1,500.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	7	8405-430-10-48	GRANTS	1,400.00	1,400.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	8	8405-430-10-48	GRANTS	700.00	700.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	9	8405-430-10-48	GRANTS	1,500.00	1,500.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	10	8405-430-10-48	GRANTS	700.00	700.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	11	8405-430-10-48	GRANTS	1,500.00	1,500.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANTS CLG-24-	050925	12	8405-430-10-48	GRANTS	1,400.00	1,400.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANT CLG-24-1	050925	13	8405-430-10-48	GRANTS	700.00	700.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANT CLG-24-1	050925	14	8405-430-10-48	GRANTS	1,500.00	1,500.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANT CLG-24-1	050925	15	8405-430-10-48	GRANTS	1,400.00	1,400.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CARL MOYER GRANT CLG-24-1	050925	16	8405-430-10-48	GRANTS	700.00	700.00
Total 050925:										18,700.00	18,700.00
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	ROMA 8 MACRO- GEOTHERMA	11635127	1	7301-430-52-44	REPAIR AND MAINTENANCE - F	1,655.52	1,655.52
Total 11635127:										1,655.52	1,655.52
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	ROMA 8 MACRO- GEOTHERMA	11649573	1	7301-430-52-44	REPAIR AND MAINTENANCE-MI	2,026.37	2,026.37

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 11649573:										2,026.37	2,026.37
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CONC BOX- WATER	61720325	1	7110-430-42-46	SUPPLIES-GENERAL	89.62	89.62
Total 61720325:										89.62	89.62
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	CONC BOX- WATER	61732377	1	7110-430-42-46	SUPPLIES-GENERAL	350.12	350.12
Total 61732377:										350.12	350.12
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	BOILER DRN- PARKS	61732945	1	1011-452-20-46	SUPPLIES-GENERAL	49.77	49.77
Total 61732945:										49.77	49.77
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	GLV IMPORT- WATER	61733422	1	7110-430-42-46	SUPPLIES-GENERAL	29.23	29.23
Total 61733422:										29.23	29.23
05/25	05/15/2025	224123	770	WESTERN NEVADA SUP	RUST YELLOW- GAS	61734223	1	7401-430-62-46	SUPPLIES-GENERAL	255.45	255.45
Total 61734223:										255.45	255.45
05/25	05/15/2025	224124	1198	WESTWOOD SANITATIO	PORTABLE TOILET-GOLF COUR	I79214	1	7530-451-52-44	RENT & LEASES EQUIP & VEHI	218.78	218.78
Total I79214:										218.78	218.78
05/25	05/15/2025	224124	1198	WESTWOOD SANITATIO	SKYLINE PARK-PARKS	I79471	1	1011-452-20-44	RENT & LEASES EQUIP & VEHI	109.39	109.39
Total I79471:										109.39	109.39
05/25	05/15/2025	224124	1198	WESTWOOD SANITATIO	COMMUNITY GARDEN- PARKS	I79505	1	1011-452-20-44	RENT & LEASES EQUIP & VEHI	120.11	120.11
Total I79505:										120.11	120.11
05/25	05/15/2025	224125	11214	WING TRUCKING	COLD MIX TULLIS- WATER	042925	1	7110-430-42-46	SUPPLIES-GENERAL	1,033.33	1,033.33
05/25	05/15/2025	224125	11214	WING TRUCKING	COLD MIX TULLIS- GAS	042925	2	7401-430-62-46	SUPPLIES-GENERAL	1,033.34	1,033.34
05/25	05/15/2025	224125	11214	WING TRUCKING	COLD MIX TULLIS- STREETS S	042925	3	2005-431-20-46	SUPPLIES-GENERAL	1,033.33	1,033.33

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 042925:										3,100.00	3,100.00
05/25	05/15/2025	224126	11367		REFUND GAS DEPOSIT	10113760114	1	7401-2228-000	DEPOSITS-CUSTOMER	115.90	115.90
Total 10113760114:										115.90	115.90
Grand Totals:										138,760.35	138,760.35

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

M = Manual Check, V = Void Check

AGENDA ITEM NO. 6.C
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: June 4, 2025

SUBJECT: Consider **Resolution No. 25-6439,** approving and authorizing the modification to the Position Classification Schedule of the memorandum of understanding with the Administrative Bargaining Unit.

PRESENTED BY: Dan Newton, City Manager

SUMMARY: The Administrative Bargaining Unit (UNIT) has met and conferred in good faith and the City Council of the City of Susanville has approved and adopted the Memorandum of Understanding (MOU) between the City of Susanville and the UNIT for the period of July 1, 2024, through and including June 30, 2027, at a regular city council meeting held on November 6, 2024. A Side Letter (Resolution No. 25-6412) was approved by City Council which included modification to the range of the Assistant Engineer position which was discussed and approved at the February 19, 2025 City Council meeting under the Approved Position List. The position went through a thorough recruitment cycle and resulted in an insufficient applicant pool and therefore is returning to the previous pay range the position was at prior to that Side Letter change. The attached Side Letter and updated Position Classification Schedule will remain in effect for the MOU period of June 1, 2024 through June 30, 2027 unless a successor Side Letter is executed.

FISCAL IMPACT: Subject to the terms negotiated and outlined in the Administrative Unit MOU Side Letter

ACTION REQUESTED: Motion to approve Resolution No. 25-6439, approving and authorizing the modification to the Position Classification Schedule of the memorandum of understanding with the Administrative Bargaining Unit.

ATTACHMENTS:
25-6439.pdf
Admin Unit Side Letter No 3.pdf
25-Admin Side Letter No. 3.doc

RESOLUTION NO. 25-6439
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE APPROVING AND AUTHORIZING THE THIRD MODIFICATION TO THE POSITION CLASSIFICATION SCHEDULE OF THE MEMORANDUM OF UNDERSTANDING WITH THE ADMINISTRATIVE BARGAINING UNIT

WHEREAS, the Administrative Bargaining Unit has met and conferred in good faith and the City Council of the City of Susanville has approved and adopted the Memorandum of Understanding (MOU) between the City of Susanville and the Administrative Unit for the period of July 1, 2024, through and including June 30, 2027; and

WHEREAS, the Administrative Bargaining Unit has ratified the respective agreement with the terms and conditions as outlined in the attached side letter to incorporate the changes of the Assistant Engineer Salary Matrix Range to be at range 140-149; and

WHEREAS, the Assistant Engineer position range modification was presented and approved by the City Council on May 7, 2025, on the Approved Position List; and

WHEREAS, the representatives from the Administrative Bargaining Unit have negotiated a labor agreement according to the requirements of the Meyers-Milias-Brown Act; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Susanville hereby approves and adopts Side Letter No. 3 to the Administrative Bargaining Unit for the period of July 1, 2024, through and including June 30, 2027, and the changes outlined in the Side Letter to be in effect upon adoption of this resolution.

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council for the City of Susanville held on the 4th day of June 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

Administrative Unit, MOU Side Letter No. 3 – Update to Position Classification Schedule

The Administrative Bargaining Unit (UNIT) has met and conferred in good faith and the City Council of the City of Susanville has approved and adopted the Memorandum of Understanding (MOU) between the City of Susanville and the UNIT for the period of July 1, 2024, through and including June 30, 2027, at a regular city council meeting held on November 6, 2024.

Attached to this letter is the updated Administrative Unit Memorandum of Understanding's Exhibit "A" Position Classification Schedule which demonstrates all UNIT members and those position ranges. Changes presented include the modification of the Assistant Engineer range as proposed and approved on the Approved Position List by City Council at the May 7, 2025, meeting. Those changes include modifying the position range from range 148-157 to range 140-149. The job description for this position has been sent to the UNIT for meet and confer prior to this Side Letter adoption. These changes will be effective at the beginning of the following pay period in which the City Council approves this side letter.

This side letter and the terms outlined shall remain in effect through June 30, 2027, or until a successor MOU is reached, unless a specific provision provides for a different commencement and/or termination date.

This letter has been ratified by both the CITY and the UNIT on the 4th day of June 2025.

Signatures:

_____
Dan Newton, City Manager

_____
Victoria Estrada, Unit Representative

_____
Erik Edholm, Unit Representative

Approved:

_____
Mendy Schuster, Mayor

Mendy Schuster
Mayor
Russ Brown
Mayor pro tem

Councilmembers:
Curtis Bortle
Dawn Miller
Patrick Parrish

Attest:

_____
Heidi Whitlock, City Clerk

EXHIBIT "A"

Administrative Confidential Employees
Position Classification Schedule
Updated by Resolution No. 25-64xx, Side Letter No. 3 on June 4, 2025
July 1, 2024 through June 30, 2027

EXEMPT POSITIONS	Matrix Range	Longevity 10 year (2.5%)	Longevity 15 year (2.5%)
Deputy City Manager[1]			
Base	156	157	158
Incentive Level I	157	158	159
Incentive Level II	158	159	160
Incentive Level III	159	160	161
Assistant Director – Engineering			
Base	154 / 158*/162**	155 / 159*/163**	156 / 160*/164**
Incentive Level I	155 / 159*/163**	156 / 160*/164**	157 / 161*/165**
Incentive Level II	156 / 160*/164**	157 / 161*/165**	158 / 162*/166**
Incentive Level III	157 / 161*/165**	158 / 162*/166**	159 / 163*/167**
BA/BS	156 / 160*/164**	157 / 161*/165**	158 / 162*/166*
Incentive Level I	157 / 161*/165**	158 / 162*/166**	159 / 163*/167**
Incentive Level II	158 / 162*/166**	159 / 163*/167**	160 / 164*/168**
Incentive Level III	159 / 163*/167**	160 / 164*/168**	161 / 165*/169**
*APCO Appointment ** APCO Appointment **AND** Professional Engineer or Professional Land Surveyor			
Assistant Director - Finance[2]			
Base	154	155	156
Incentive Level I	155	156	157
Incentive Level II	156	157	158
Incentive Level III	157	158	159
Assistant Director – Operations			
Base	154/158*	155/159*	156/160*
Incentive Level I	155/159*	156/160*	157/161*
Incentive Level II	156/160*	157/161*	158/162*
Incentive Level III	157/161*	158/162*	159/163*
BA/BS	156/160*	157/161*	158/162*
Incentive Level I	157/161*	158/162*	159/163*
Incentive Level II	158/162*	159/163*	160/164*
Incentive Level III	159/163*	160/164*	161/165*
* Professional Engineer or Professional Land Surveyor			

[1] Reclassified per MOU Side Letter No. 1, Resolution No. 25-6403
[2] Reclassified per MOU Side Letter No. 2, Resolution No. 25-6412

EXEMPT POSITIONS (Cont.)	Matrix Range	Longevity 10 year (2.5%)	Longevity 15 year (2.5%)
Building Official			
Base	152	153	154
Incentive Level I	153	154	155
Incentive Level II	154	155	156
Incentive Level III	155	156	157
City Planner			
Base	152	153	154
Incentive Level I	153	154	155
Incentive Level II	154	155	156
Incentive Level III	155	156	157
Administrative Assistant – Police Department			
Base	142	143	144
Incentive Level I	143	144	145
Incentive Level II	144	145	146
Incentive Level III	145	146	147
Pool Director			
Base	138	139	140
Incentive Level I	139	140	141
Incentive Level II	140	141	142
Incentive Level III	141	142	143
NON-EXEMPT POSITIONS	Matrix Range	Longevity 10 year (2.5%)	Longevity 15 year (2.5%)
Air Quality Specialist			
Base	140	141	142
Incentive Level I	141	142	143
Incentive Level II	142	143	144
Incentive Level III	143	144	145
Engineer-in-Training	144	145	146
Incentive Level I	145	146	147
Incentive Level II	146	147	148
Incentive Level III	147	148	149
Professional Engineer or Professional Land Surveyor	150	151	152
Incentive Level I	151	152	153
Incentive Level II	152	153	154
Incentive Level III	153	154	155

NON-EXEMPT POSITIONS (cont.)	Matrix Range	Longevity 10 year (2.5%)	Longevity 15 year (2.5%)
Assistant Engineer			
Base	140/144*	141/145*	142/146*
Incentive Level I	141/145*	142/146*	143/147*
Incentive Level II	142/146*	143/147*	144/148*
Incentive Level III	143/147*	144/148*	145/149*
* Professional Engineer or Professional Land Surveyor			
Permit Technician			
Base	140	141	142
Incentive Level I	141	142	143
Incentive Level II	142	143	144
Incentive Level III	143	144	145
Program Coordinator			
Base	138	139	140
Incentive Level I	139	140	141
Incentive Level II	140	141	142
Incentive Level III	141	142	143
Code Enforcement Officer			
Base	136	137	138
Incentive Level I	137	138	139
Incentive Level II	138	139	140
Incentive Level III	139	140	141

EXHIBIT "D" Incentive List

Administrative Employee Incentive Program
Incentive License / Certification / Degrees
Updated by Resolution No. 25-6412, Side Letter No. 2 on March 5, 2025
July 1, 2024 through June 30, 2027

Incentive/Certificate/Degree	**Incentive % Increase**
Associate degree from accredited college in a field related to employee's position (No Cap)	2.5%
Baccalaureate degree from accredited college in a field related to employee's position (No Cap)	5%
Master's degree from accredited college in a field related to employee's position (No Cap)	5%
Engineer in Training **or** Land Surveyor in Training	5%
Professional Land Surveyor (3 employee max)**	10%
Professional Engineer (3 employee max)**	10%
POST Records Supervisor Certificate (2 employee max)	5%
Certified Public Infrastructure Inspector CPII (2 employee max)*	5%
Certified Public Works Professional – Management CPWP-M (2 employee max)	5%
Certified Planning Engineer CPE (2 employee max)	5%
AICP Planning Certification (2 employee max)	5%
Certified Employee Benefits Specialist CEBS (2 employee max)	5%
Certified Payroll Professional Certification (2 employee max)[3]	5%
Residentials Plans Examiner **and** Building Official Legal & Management Module (2 employee max)	2.5%
Associate Certified Planning Engineer ACPE (2 employee max)*	2.5%
Human Resources Management Certified Professional Certificate SHRM-CP (2 employee max)*	2.5%
Human Resources Management Senior Certified Professional Certificate SHRM-SCP (2 employee max)*	2.5%
Certified Public Works Professional – Supervision CPWP-S (2 employee max)*	2.5%
ICC Certified Permit Technician (2 employee max)*	2.5%
Certified CPR Instructor (2 employee max)*	2.5%
ESRI ArcGIS Pro Associate Certification 2025 or equivalent (2 employee max)*	2.5%

*New incentives effective July 1, 2024

**Employees licensed as a professional engineer or professional land surveyor will receive a 10% pay increase on top of any other incentives earned, 7.5% cap notwithstanding. This incentive is only available to the Assistant Director - Engineering, Assistant Director – Operations, and Assistant Engineer positions.

[3] Added to incentive list per MOU Side Letter No. 2, Resolution No. 25-6412

RESOLUTION NO. 25-XXXX
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE APPROVING AND AUTHORIZING THE THIRD MODIFICATION TO THE POSITION CLASSIFICATION SCHEDULE OF THE MEMORANDUM OF UNDERSTANDING WITH THE ADMINISTRATIVE BARGAINING UNIT

WHEREAS, the Administrative Bargaining Unit has met and conferred in good faith and the City Council of the City of Susanville has approved and adopted the Memorandum of Understanding (MOU) between the City of Susanville and the Administrative Unit for the period of July 1, 2024, through and including June 30, 2027; and

WHEREAS, the Administrative Bargaining Unit has ratified the respective agreement with the terms and conditions as outlined in the attached side letter to incorporate the changes of the Assistant Engineer Salary Matrix Range to be at range 140-149; and

WHEREAS, the Assistant Engineer position range modification was presented and approved by the City Council on May 7, 2025, on the Approved Position List; and

WHEREAS, the representatives from the Administrative Bargaining Unit have negotiated a labor agreement according to the requirements of the Meyers-Milias-Brown Act; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Susanville hereby approves and adopts the Side Letter No. 3 to the Administrative Bargaining Unit for the period of July 1, 2024, through and including June 30, 2027 and the changes outlined in the Side Letter to be in effect upon adoption of this resolution.

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council for the City of Susanville held on the 4th day of June 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AGENDA ITEM NO. 7.A
Public Hearing

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Michael Prettyman, Building & Planning Division

Action Date: June 4, 2025

SUBJECT:

Consider **Resolution No. 25-6436**, approving a cost report of unpaid penalties and, if approved, consider subsequent **Resolution No. 25-6437**, approving the recordation of a lien against real property at 6 Monrovia Street (APN: 107-156-009-000).

PRESENTED BY: Michael Prettyman, Code Enforcement Officer

SUMMARY:

On June 13, 2023, the Susanville Planning Commission adopted Resolution No. 23-1150 declaring nuisance conditions on the subject property.

On August 13, 2024, the Susanville Planning Commission adopted Resolution No. 24-1177 approving the assessment of civil penalties in the amount of $10,000 to be paid September 3, 2024. The decision was appealed by the property owner and a subsequent hearing was scheduled for November 6, 2024.

On November 6, 2024 the Susanville City Council adopted Resolution No. 24-6376 upholding the assessment of administrative penalties in the amount of $10,000 and ordered payment by November 26, 2024.

To date, no action has been taken to remedy the violations which continue to exist on the subject property nor have there have been any payments made to the City of Susanville.

FISCAL IMPACT:

If the cost report is approved by the city council and the total amount of administrative civil penalties are collected, then the general fund would see revenue in the amount of $10,000.00.

ACTION REQUESTED:

Motion to approve Resolution No. 25-6436, approving cost report, and motion to approve the subsequent Resolution No. 25-6437, approving the recordation of a lien against real property at 6 Monrovia Street (APN: 107-156-009-000).

ATTACHMENTS:

25-6436.pdf
25-6437.pdf
25-6-4 Cost Report.docx
25-5-12 Notice of Hearing (cert.).pdf
25-5-12 Decl. of Mail.pdf
25-5-12 Photos.pdf
24-11-6 Resolution #24-6376.pdf
24-11-7 Notice of CC Decision.pdf
25-1-28 Re-Notice of CC Decision.pdf

RESOLUTION NO. 25-6436
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE APPROVING A COST REPORT OF UNPAID ADMINISTRATIVE CIVIL PENALTIES ISSUED AGAINST 6 MONROVIA STREET (APN 107-156-009-000)

WHEREAS, California Government Code Sections 36901, 38771, and 38773.5(a) authorizes the City of Susanville to enact ordinances declaring what constitutes a nuisance, the procedures for abating nuisance conditions, providing for the recovery of costs and attorney fees to abate the nuisance, and providing for the collection of civil penalties; and

WHEREAS, the Susanville City Council adopted Ordinance 17-1011, that declares what constitutes a nuisance, and adopted Chapter 8.32 of the Susanville Municipal Code to outline the procedures for the abatement of nuisance conditions and for the collection of fines and penalties associated with the issuance of administrative civil penalties; and

WHEREAS, the real property located at 6 Monrovia Street also known by assessors' parcel number 107-156-009-000 was subject to nuisance abatement order ordered by the Susanville Planning Commission; and

WHEREAS, the approved nuisance abatement order was not complied with during the abatement order time period and the Susanville Planning Commission ordered the assessment of administrative civil penalties in the amount of $10,000.00 to be collected from the property owner; and

WHEREAS, the amount of unpaid administrative fines and penalties as of June 4, 2025, is in the amount of $10,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the cost report presented to the City Council and orders the owners of 6 Monrovia Street, APN 107-156-009-000, Kenneth George Morris II, to pay the total amount of $10,000.00 and any future interest accrued, which shall commence on November 27, 2024, if the fine is not paid by the property owners by June 13, 2025, as outlined by Resolution No. 24-6376.

APPROVED:_____
Mendy Schuster, Mayor

ATTEST:_____
Heidi Whitlock, City Clerk

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of June 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

RESOLUTION NO. 25-6437
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE APPROVING A LIEN TO BE RECORDED WITH THE LASSEN COUNTY RECORDER FOR UNPAID ADMINISTRATIVE CIVIL PENALTIES ISSUED AGAINST 6 MONROVIA STREET (APN 107-156-009-000)

WHEREAS, California Government Code Sections 36901, 38771, and 38773.5(a) authorizes the City of Susanville to enact ordinances declaring what constitutes a nuisance, the procedures for abating nuisance conditions, providing for the recovery of costs and attorney fees to abate the nuisance, and providing for the collection of civil penalties; and

WHEREAS, the Susanville City Council adopted Ordinance 17-1011, that declares what constitutes a nuisance, and adopted Chapter 8.32 of the Susanville Municipal Code to outline the procedures for the abatement of nuisance conditions and for the collection of fines and penalties associated with the issuance of administrative civil penalties; and

WHEREAS, the real property located at 6 Monrovia Street also known by assessors' parcel number 107-156-009-000 was subject to nuisance abatement order ordered by the Susanville Planning Commission; and

WHEREAS, the approved nuisance abatement order was not complied with during the abatement order time period and the Susanville Planning Commission ordered the assessment of administrative civil penalties in the amount of $10,000.00 to be collected from the property owner; and

WHEREAS, the amount of unpaid administrative fines and penalties as of June 4, 2025, is in the amount of $10,000.00; and

WHEREAS, the Susanville City Council approved, by Resolution No. 25-6436, the cost report and ordered the owner of 6 Monrovia Street, APN 107-156-009-000, Kenneth Gorge Morris II, to pay to the City of Susanville in the amount of $10,000.00 by June 13, 2025, by 4:30 PM; and

WHEREAS, the city clerk shall record the lien with the Lassen County Recorders Office no sooner than July 3, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council orders the recordation of this resolution, Resolution No. 25-6437, with the Office of the Clerk-Recorder for the County of Lassen and that such recordation shall constitute a lien against the real property located at 6 Monrovia Street, APN 107-156-009-000, and owned by Kenneth George Morris II; and

BE IT FURTHER RESOLVED that the amount of such lien shall be $10,000.00 plus interest at the legal rate of ten percent per annum commencing on November 27, 2024, and all other costs which may thereafter come due and continuing thereon until said lien and any accrued interest is paid in full.

APPROVED:_____
Mendy Schuster, Mayor

ATTEST:_____
Heidi Whitlock, City Clerk

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of June 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

Property Details

Address:	**6 Monrovia Street, Susanville, California 96130**
APN:	**107-156-009-000**
Property Owner:	**Kenneth George Morris II**
Approximate Parcel Size:	**22,128 Sq. Ft.**
Approximate Dwelling Size:	**2,016 Sq. Ft.**
Zoning:	**R-3(A) Duplex and Triplex Residential District**

Background

Susanville Municipal Code Chapter 8.32 provides a method for the identification and abatement of public nuisances within the city and the recovery of costs. Specifically, whenever the enforcement official determines that a public nuisance exists, pursuant to the municipal code, the enforcement official shall request the property owner abate the nuisance during a reasonable timeframe (not less than 10-days). If the nuisance is not abated within that time, the matter may be set for hearing before the Susanville Planning Commission acting as the nuisance abatement hearing board. If the hearing board determines a public nuisance exists, the property owner is therefore ordered by the Susanville Planning Commission to abate the nuisance within an allotted time. The nuisance abatement order issued is consistent with Section 8.32.130 of the Susanville Municipal Code. The written nuisance abatement order sets to memorialize the findings made by the Commission and provides for the means and manner to abate the nuisances upon the property.

In addition to the findings and orders contained within the nuisance abatement order, the Susanville Planning Commission may consider the addition of administrative civil assessment penalties for failing to comply with the order. The authority to assess administrative civil penalties by the Planning Commission is authorized by Susanville Municipal Code § 8.32.290. 8.32.290 SMC allows for the Planning Commission to impose penalties upon persons responsible for creating, maintain or fostering a public nuisance in an amount not to exceed a maximum of five hundred dollars per day for each day that the public nuisance occurs and shall not exceed ten thousand dollars. In determining the amount of the penalty, the Planning Commission may take any or all of the following factors into consideration:

- The period of time during which the public nuisance occurred.
- The nature, frequency, and recurrence of the public nuisance.
- The ease with which the public nuisance could have been abated.
- Good faith efforts made to deter the public nuisance or ameliorate its effects.
- The economic impact of the penalty upon person responsible for payment.
- The impact of the public nuisance on the community.
- Such other factors as just may require.

In accordance with the Susanville Municipal Code, the enforcement official may recover its administrative and abatement costs for the abatement of public nuisance through the recording of a proposed lien and imposition of a special assessment against the subject property. All property owners are provided with an opportunity to pay these costs within a minimum of 10 days' notice of any preliminary cost reports. If the owner does not pay, a public hearing setting the final cost report shall be scheduled with the city council. The city council shall receive, hear, and consider the cost report, together with any other relevant evidence, objections, protests, or

testimony. Thereupon, the city council may make such revision, correction, or modification to the report as it may deem just after which, by resolution, the details of the report, as submitted or revised, corrected, or modified, shall be confirmed. Subsequent to the cost report hearing, the city council shall consider if the aforementioned proposed lien shall become a lien, the council may also order the costs be specially assessed against the property and collected at the same time and in the same manner as property taxes are collected.

The enforcement of the Susanville Municipal Code, other ordinances adopted by the city, conditions of approval of entitlements, permits, and CEQA reviews, and terms and conditions of city agreement made pursuant to the police power is a matter of public health, safety, and welfare and serves important public purposes.

Public Nuisance or Violation Determination

On June 13, 2023, the Susanville Planning Commission adopted Resolution No. 23-1150 declaring nuisance conditions on the subject property.

On August 13, 2024, the Susanville Planning Commission adopted Resolution No. 24-1177 approving the assessment of civil penalties in the amount of $10,000 to be paid September 3, 2024. The decision was appealed by the property owner and subsequent hearing was scheduled for November 6, 2024.

On November 6, 2024 the Susanville City Council adopted Resolution No. 24-6376 upholding the assessment of administrative penalties in the amount of $10,000 and ordered payment by November 26, 2024

To date, there have been no payments made to the City of Susanville.

Pursuant to City Council Resolution No. 23-6176, a cost report is to be presented at the city council meeting for consideration and authorization of a lien.

Itemized Costs and Penalties Related to Abatement

The following penalties are related to this case pursuant to Susanville Municipal Code Chapter 8.32.

ADMINISTRATIVE FINES, PENALTIES, INTEREST	
• **City Council Resolution No. 24-6376** • **City Council Resolution No. 25-XXXX**	• **$10,000.00 Administrative Civil Penalty** **Noncompliance with Order**

Late Payment Penalties and Interest:

8.32.310 SMC: Any person who fails to remit payment to the city of any penalty, cost or any other charge required to be paid to the city pursuant to a nuisance abatement order under this chapter on or before the date the penalty, cost or other charge is due shall, in addition to the amount of the penalty, cost, and charge, pay interest on the amounts due at the rate of ten percent per annum, pro-rata, from the date on which the amount due first became delinquent until the date that payment is received by the city..

Owners Mailing Address

720 Country Rd. 99 W.
Orland, Ca. 95963

Because the fines, penalties, and interest have not been collected, pursuant to Susanville Municipal Code Section 8.32.230, Code Enforcement is asking the council to:

A. Order that the proposed lien of $10,000.00 become a lien on the above property and that the lien can be recorded in the Office of the Clerk-Recorder for the County of Lassen; and

Notice to Owners and Possessors

Pursuant to Susanville Municipal Code Section 8.32.200, Susanville Code Enforcement with an affidavit of service, and filing with the City Clerk with said affidavit, has notified the following owner of record and persons known to be in possession of the property of the hearing:

Kenneth Goerge Morris II
720 Country Rd. 99W
Orland, Ca. 95963

(Physical Posting)
6 Monrovia St.
Susanville, California 96130

City of Susanville

(530) 252-5100 • 66 North Lassen Street • Susanville, CA 96130-3904

NOTICE OF PUBLIC HEARING

CERTIFIED MAIL/RETURN RECIEPT
7019 1640 0002 0101 3560

May 12, 2025

Kenneth George Morris II
720 Country Rd. 99W
Orland, Ca. 95963

RE: 6 Monrovia St.
Susanville, CA 96130
APN: 107-156-009-000
Code Enforcement Case # CE2023-034

Dear Kenneth George Morris II:

NOTICE IS HEREBY GIVEN that the City of Susanville City Council will conduct a Public Hearing pursuant to Susanville Municipal Code Chapter 8.32 to receive, hear, and consider all relevant evidence, objections, protests and testimony of the responsible party, as well as that of other witnesses, and interested persons relative to the proposed cost report for unpaid administrative civil penalties in the amount of $10,000.00 and proposed recordation of a lien against real property located at 6 Monrovia Street, Susanville, CA 96130 (APN: 107-156-009-000)

The Public Hearing will be held on Wednesday, June 4, 2025, at 5:00 P.M. (or as soon thereafter as the agenda permits) in the Susanville City Council Chambers located at 66 North Lassen Street, Susanville, California 96130. The public is invited to attend and provide oral and/or written comments. Written comments must be received prior to 4:00 P.M. on Friday, May 30, 2025, for City Council review and consideration.

If you have any questions or concerns regarding this notice, you may contact the Building and Planning Division at (530) 252-5118.

Respectfully,

Michael Prettyman
Code Enforcement Officer

Mendy Schuster
Mayor
Russ Brown
Mayor pro tem

Councilmembers:
Curtis Bortle
Dawn Miller
Patrick Parrish

Case No.: CE#2023-034
APN: 107-156-009-000
Mail Cert No.: 7019 1640 0002 0101 3506

DECLARATION OF SERVICE BY CERTIFIED/RETURN RECIEPT and

FIRST CLASS MAIL

I, THE UNDERSIGNED, DECLARE THAT:

1. I am an employee of the City of Susanville, California, over the age of eighteen years and not a party to the within entitled cause or matter; and

2. My business address is 66 N. Lassen St, Susanville, California 96130; and

3. I served the foregoing **NOTICE OF PUBLIC HEARING** on the interested parties in said cause by depositing true copies thereof enclosed in sealed envelopes and placing the envelopes for collection and mailing on the date and at the place shown below following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the following day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in sealed envelopes with postage fully paid for both Certified/Return receipt and 1st Class, in Susanville, California, on the 12th Day of May 2025, addressed as follows:

Kenneth George Morris II
720 Country Rd. 99W
Orland, Ca. 95963

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12th Day of May 2025, at Susanville, California 96130.

Michael Prettyman

7019 1640 0002 0101 3560

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Po
$

Sent To Kenneth George Morris II
Street ai 720 Country Rd. 99W
City, Sta Orland, Ca. 95963

Postmark Here
SUSANVILLE, CA 96130
MAY 2025
USPS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

City of Susanville

(530) 252-5100 • 66 North Lassen Street • Susanville, CA 96130-3904

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Susanville City Council will conduct a Public Hearing pursuant to Susanville Municipal Code Chapter 8.32 to receive, hear, and consider all relevant evidence, objections, protests and testimony of the responsible party, as well as that of other witnesses, and interested persons relative to the proposed cost report for unpaid administrative civil penalties in the amount of $10,000.00 and proposed recordation of a lien against real property located at the following location:

- 6 Monrovia Street, Susanville, Ca. 96130 (APN: 107-156-009-000)

The Public Hearing will be held on Wednesday, June 4, 2025, at 5:00 P.M. (or as soon thereafter as the agenda permits) in the Susanville City Council Chambers located at 66 North Lassen Street, Susanville, California 96130. The public is invited to attend and provide oral and/or written comments. Written comments must be received prior to 4:00 P.M. on Friday, May 30, 2025, for City Council review and consideration.

If you have any questions or concerns regarding this notice, you may contact the Building and Planning Division at (530) 252-5118.

The Public Hearing will be held on **Wednesday, June 4, 2025, at 5:00 P.M.** (or as soon thereafter as the agenda permits) in the **Susanville City Council Chambers located at 66 North Lassen Street, Susanville, California**.

Posted: May 12, 2025
By: Michael Prettyman, Code Enforcement Officer

Mendy Schuster – Mayor | Russ Brown – Mayor Pro Tem | Curtis Bortle, Dawn Miller, Patrick Parrish
Susanville City Council

May 12, 2025 1:43 PM


6
1
2
3
4
5
6
May 12, 2025 1:43 PM

RESOLUTION NO. 24-6376
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SUSANVILLE UPHOLDING THE PLANNING COMMISSION'S DECISION TO APPROVE THE ASSESSMENT OF CIVIL PENALTIES AGAINST THE PROPERTY OWNER OF 6 MONROVIA ST. (APN-107-156-009-000) FOR NONCOMPLIANCE WITH NUISANCE ABATEMENT ORDER NA2023-005

WHEREAS, California Government Code Sections 36901, 38771, and 38773.5(a) authorizes the City of Susanville to enact ordinances declaring what constitutes a nuisance, the procedures for abating nuisance conditions, providing for the recovery of costs and attorney fees to abate the nuisance, and providing for the collection of civil penalties; and

WHEREAS, the Susanville City Council adopted Ordinance 17-1011 that declares conditions of real property that constitute a public nuisance and provides for the abatement of said nuisance conditions; and

WHEREAS, on August 13, 2024, the Susanville Planning Commission adopted Resolution No. 24-1177 ordering the maximum administrative civil penalty in the amount of ten thousand dollars ($10,000) for noncompliance with nuisance abatement order NA2023-005 and ordered the payment of said administrative civil penalty due by Tuesday, September 3, 2024, by 4:30 PM; and

WHEREAS, on September 3, 2024, Kenneth Goerge Morris II submitted a request for an appeal; and

WHEREAS, on October 2, 2024, the enforcing officer properly served the notice of Public Hearing for the appeal providing the owners and/or occupants an opportunity to present evidence and elicit testimony whether the proposed amount of administrative penalty set forth by the Planning Commission be imposed, modified, or disapproved in whole or in part; and

WHEREAS, the condition of real property remains a public nuisance and in violation of nuisance abatement order NA2023-005; and

WHEREAS, the assessment of administrative civil penalties is authorized by Section 8.32.290 of the Susanville Municipal Code which provides for a maximum daily penalty and a maximum total penalty when considering defined factors relating to the facts presented to the Susanville Planning Commission; and

WHEREAS, the assessment of civil penalties relating to a nuisance abatement order does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby upholds the decision of the Susanville Planning Commission to adopt Resolution No. 24-1177 and the imposed Administrative Penalties contained therein; and

BE IT FURTHER RESOLVED that the City Council of the City of Susanville hereby orders the maximum administrative civil penalty in the amount of ten thousand dollars ($10,000.00) for 365 total days of noncompliance with nuisance abatement order NA2023-005 and orders the payment of said administrative penalty due by November 26, 2024, by 4:30p.m.

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 6th day of November 2024, by the following vote:

AYES:	Miller, Bortle, Parrish, Brown & Schuster
NOES:	None
ABSENT:	None
ABSTAIN:	None

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

City of Susanville

(530) 252-5100 • 66 North Lassen Street • Susanville, CA 96130-3904

November 7, 2024

Kenneth George Morris II
720 Country Rd. 99W
Orland, Ca. 95963

RE: 6 Monrovia St.
Susanville, CA 96130
APN: 107-156-009-000
Code Enforcement Case # CE2023-034

Dear Kenneth George Morris II:

This letter is to inform you, owner of record and responsible party for APN: 107-156-009-000, of the City Council's November 6, 2024, decision to adopt Resolution No. 24-6376 approving the assessment of administrative civil penalties in the amount of $10,000.00 for violations of nuisance abatement order NA2023-005.

Payment of said penalty is due on or before November 26, 2024.

If fines are not paid to the City by November 26, 2024, or the decision is not appealed by a timely petition for writ of mandate to the Lassen County Superior Court, the City shall collect the assessed administrative penalties and administrative costs by use of all available legal means, including recordation of a lien and/or special assessment pursuant to procedures set forth in §8.32.200 through 8.32.270 and authorized in §8.32.290.

Should you have questions regarding this letter or the adopting resolution which has been included with this letter, please do not hesitate to contact me directly at (530) 257-1055.

Respectfully,

Michael Prettyman
City of Susanville
Code Enforcement

Enclosures: Res. No. 24-6376

Mendy Schuster
Mayor
Russ Brown
Mayor pro tem

Councilmembers:
Curtis Bortle
Dawn Miller
Patrick Parrish

City of Susanville

(530) 252-5100 • 66 North Lassen Street • Susanville, CA 96130-3904

January 28, 2025

Kenneth George Morris II
720 Country Rd. 99W
Orland, Ca. 95963

RE: 6 Monrovia St.
Susanville, CA 96130
APN: 107-156-009-000
Code Enforcement Case # CE2023-034

Dear Kenneth George Morris II:

This letter is to re-inform you, owner of record and responsible party for APN: 107-156-009-000, of the City Council's November 6, 2024, decision to adopt Resolution No. 24-6376 approving the assessment of administrative civil penalties in the amount of $10,000.00 for violations of nuisance abatement order NA2023-005.

Payment of said penalty was due on or before November 26, 2024.

The penalty has not been paid nor has the decision been appealed by a timely petition for writ of mandate to the Lassen County Superior Court. The City shall move to collect the assessed administrative penalties and administrative costs by use of all available legal means, including recordation of a lien and/or special assessment pursuant to procedures set forth in §8.32.200 through 8.32.270 and authorized in §8.32.290.

Should you have questions regarding this letter or the adopting resolution which has been included with this letter, please do not hesitate to contact me directly at (530) 257-1055.

Respectfully,

Michael Prettyman
City of Susanville
Code Enforcement

Enclosures: Res. No. 24-6376

Mendy Schuster
Mayor
Russ Brown
Mayor pro tem

Councilmembers:
Curtis Bortle
Dawn Miller
Patrick Parrish

RESOLUTION NO. 24-6376
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SUSANVILLE UPHOLDING THE PLANNING COMMISSION'S DECISION TO APPROVE THE ASSESSMENT OF CIVIL PENALTIES AGAINST THE PROPERTY OWNER OF 6 MONROVIA ST. (APN-107-156-009-000) FOR NONCOMPLIANCE WITH NUISANCE ABATEMENT ORDER NA2023-005

WHEREAS, California Government Code Sections 36901, 38771, and 38773.5(a) authorizes the City of Susanville to enact ordinances declaring what constitutes a nuisance, the procedures for abating nuisance conditions, providing for the recovery of costs and attorney fees to abate the nuisance, and providing for the collection of civil penalties; and

WHEREAS, the Susanville City Council adopted Ordinance 17-1011 that declares conditions of real property that constitute a public nuisance and provides for the abatement of said nuisance conditions; and

WHEREAS, on August 13, 2024, the Susanville Planning Commission adopted Resolution No. 24-1177 ordering the maximum administrative civil penalty in the amount of ten thousand dollars ($10,000) for noncompliance with nuisance abatement order NA2023-005 and ordered the payment of said administrative civil penalty due by Tuesday, September 3, 2024, by 4:30 PM; and

WHEREAS, on September 3, 2024, Kenneth Goerge Morris II submitted a request for an appeal; and

WHEREAS, on October 2, 2024, the enforcing officer properly served the notice of Public Hearing for the appeal providing the owners and/or occupants an opportunity to present evidence and elicit testimony whether the proposed amount of administrative penalty set forth by the Planning Commission be imposed, modified, or disapproved in whole or in part; and

WHEREAS, the condition of real property remains a public nuisance and in violation of nuisance abatement order NA2023-005; and

WHEREAS, the assessment of administrative civil penalties is authorized by Section 8.32.290 of the Susanville Municipal Code which provides for a maximum daily penalty and a maximum total penalty when considering defined factors relating to the facts presented to the Susanville Planning Commission; and

WHEREAS, the assessment of civil penalties relating to a nuisance abatement order does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby upholds the decision of the Susanville Planning Commission to adopt Resolution No. 24-1177 and the imposed Administrative Penalties contained therein; and

BE IT FURTHER RESOLVED that the City Council of the City of Susanville hereby orders the maximum administrative civil penalty in the amount of ten thousand dollars ($10,000.00) for 365 total days of noncompliance with nuisance abatement order NA2023-005 and orders the payment of said administrative penalty due by November 26, 2024, by 4:30p.m.

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 6th day of November 2024, by the following vote:

AYES:	Miller, Bortle, Parrish, Brown & Schuster
NOES:	None
ABSENT:	None
ABSTAIN:	None

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AGENDA ITEM NO. 9.A
Discussion Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: June 4, 2025

SUBJECT: Study Session: Review Draft 2024-2029 Housing Element Update

PRESENTED BY: Ryan Lester, Mintier Harnish Project Manager

SUMMARY:

Ryan Lester, Project Manager from Mintier Harnish will provide a presentation on the Public Review 2024-2029 Draft Housing Element.

The City initiated the Housing Element Update in April 2024 as part of a larger Technical General Plan Update. City staff has been coordinating with the consultants (Mintier Harnish), the public, and stakeholders to draft an updated Housing Element for the community for the 2024-2029 planning period prescribed by the State.

The Housing Element identifies housing needs and creates an action plan to encourage housing production, preservation, and rehabilitation through 2029. The City published the Public Review Draft on April 15, 2025, for review and comment. The Draft was informed by engagement efforts, including virtual workshops, online surveys, a study session with the Planning Commission and City Council, stakeholder interviews, and a Housing Element Focus Group including City staff from various departments.

The Housing Element includes technical analyses and a policy document. The technical analyses evaluate housing needs, constraints to production, opportunities for residential development, and fair housing issues. Informed by the conclusions of these evaluations, the policy document includes goals, policies, and programs that make up the City's housing action plan to address housing needs through 2029.

Following this study session, the City must revise the Housing Element to respond to comments from the public and direction from

City Council. The City will then submit the revised Housing Element to the California Department of Housing and Community Development (HCD) for initial 90-day review.

FISCAL IMPACT: None

ACTION REQUESTED: Direction to staff

ATTACHMENTS:
SVHEGP_CCSS_PRD_Notice_2025 05 20b RL.docx

Susanville
Technical General Plan Update

Information for Public Notice

Housing Element Study Session, June 4!

On June 4, 2025, the City will hold a study session with the City Council on the Public Review Draft 2024-2029 Housing Element Update during the regularly scheduled meeting. This informational meeting will include an introductory presentation summarizing the Public Review Draft Housing Element, followed by discussion with the City Council and opportunities for public input. No action will be taken related to the Housing Element at this time.

About the Public Review Draft. The Housing Element identifies housing needs and creates an action plan to encourage housing production, preservation, and rehabilitation through 2029. The City published the Public Review Draft on April 15, 2025, for review and comment. The Draft was informed by engagement efforts, including virtual workshops, online surveys, a study session with the Planning Commission and City Council, stakeholder interviews, and a Housing Element Focus Group including City staff from various departments.

We want your input! The Public Review Draft Housing Element can be downloaded from the Project website at plansusanville.com. Please use the green “Comments” button on the right hand side of the site to provide your comments, or email your input to Dan Newton, City Manager, at dnewton@cityofsusanville.org.

Next Steps. Following the study session, the City must revise the Housing Element to respond to comments from the public and direction from City Council. The City will then submit the revised Housing Element to the California Department of Housing and Community Development (HCD) for initial 90-day review.

Information for Staff Report

BACKGROUND

Since 1969, every city and county in California has been required to have a Housing Element as part of their General Plan. Unlike other mandatory General Plan elements, the Housing Element must be updated on a prescribed schedule (every four or eight years) and is subject to review and certification by the California Department of Housing and Community Development (HCD).

The City initiated the Housing Element Update in April 2024 as part of a larger Technical General Plan Update. City staff has been coordinating with the consultants (Mintier Harnish), the public, and stakeholders to draft an updated Housing Element for the community for the 2024-2029 planning period prescribed by the State.

The Housing Element includes technical analyses and a policy document. The technical analyses evaluate housing needs, constraints to production, opportunities for residential development, and fair housing issues. Informed by the conclusions of these evaluations, the policy document (*Section 6: Policy Document*) includes goals, policies, and programs that make up the City's housing action plan to address housing needs through 2029.

Each section of the Housing Element is summarized below.

- **Section One: Introduction.** This chapter summarizes the purpose of the Housing Element and community engagement efforts that informed the process.
- **Section Two: Housing Needs Assessment.** This chapter summarizes existing population, demographic, and housing data. It also discusses households with special housing needs, like seniors, those with a disability, and large households.
- **Section Three: Zoning for a Variety of Housing Types.** This section describes the zoning regulations relative to a variety of housing types and identifies any constraints imposed by the existing Zoning Ordinance on households with special housing needs.
- **Section Four: Housing Constraints.** This section identifies potential governmental and non-governmental constraints to housing production, including an evaluation of current City practices such as permit processing and zoning regulations.
- **Section Five: Sites Inventory Analysis.** This section summarizes residential capacity to meet the City's State-identified housing goal, called the Regional Housing Need Allocation (RHNA).

- **Section Six: Policy Document.** This section includes the City's housing goals, policies, and implementation programs that work to encourage and support housing production, preservation, and rehabilitation, as well as to promote affordability and access.
- **Appendix A: Evaluation of the Existing Housing Element.** This appendix summarizes the City's efforts to implement the existing 2019-2024 Housing Element Update.
- **Appendix B: List of Entities Qualified to Preserve At-Risk Units.** This appendix includes a list of organizations, government agencies, and companies qualified to own and operate assisted housing developments.
- **Appendix C: Affirmatively Furthering Fair Housing Analysis**. This appendix analyses fair housing issues in the city and proposes meaningful actions to work to overcome them.

The City published the Public Review Draft on April 15, 2025, for review and comment.

On June 4, 2025, the City will hold a study session on the Public Review Draft 2024-2029 Housing Element Update during the regularly scheduled City Council meeting. This informational meeting will include an introductory presentation summarizing the Public Review Draft Housing Element, followed by discussion with the City Council and opportunities for public input. No action will be taken related to the Housing Element at this time.

Following the study session, the City must revise the Public Review Draft to respond to comments from the public and direction from City Council. Following this revision period, the City will submit the updated Housing Element to the California Department of Housing and Community Development (HCD) for initial 90-day review.

DISCUSSION AND PROJECT OVERVIEW

Public Engagement Efforts

As required by State housing law, public participation played a critical role in the formation and refinement of the updated Housing Element. A community engagement program was developed to ensure the community and other stakeholders were engaged in the process and were given ample opportunities to provide input. Engagement efforts that informed the Draft included virtual workshops, online surveys, a study session with the Planning Commission and City Council, stakeholder interviews, and a Housing Element Focus Group including City staff from various departments.

Residential Sites Inventory

The sites inventory is a required component of the Housing Element used to identify specific sites to meet the City's RHNA, which represents the future housing needs for all

income levels in the City for the next five years (2024-2029). The RHNA is prepared by HCD and allocates to the City and unincorporated areas of the county their “fair share” of the projected housing need, based on household income groupings over the five-year planning period for the Housing Element of each specific jurisdiction. The sites inventory must identify sites with appropriate zoning and available capacity to meet the RHNA.

For the 2024-2029 planning period, the City’s RHNA included two units; one very-low income and one low-income. To meet the RHNA, the City identified five vacant sites with R-4 zoning appropriate for very low- and low-income capacity. Based on the low density development trends in the city, these sites are assumed to have a realistic capacity of 127 units.

For more information, see Section Five: Sites Inventory Analysis.

Affirmatively Furthering Fair Housing (AFFH)

Assembly Bill (AB) 686 requires that all housing elements due on or after January 1, 2021, contain an Assessment of Fair Housing (AFH) consistent with the core elements of the analysis required by the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule of July 16, 2015. Under California law, AFFH means “taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.” California Government Code Section 65583 (10)(A)(ii) requires local jurisdictions to analyze racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs, including displacement risk.

Appendix B: Affirmatively Furthering Fair Housing Analysis, provides an in-depth assessment of fair housing issues and identifies factors that contribute to fair housing issues in Susanville.

The Analysis is organized by fair housing topic. For each topic, the regional and local conditions are addressed. Through public input and discussions with stakeholders and the Housing Element Focus Groups, the City of Susanville identified factors that contribute to fair housing issues. These contributing factors are in Table 14, *Factors Contributing to Fair Housing Issues*, with associated actions to meaningfully affirmatively further fair housing related to these factors. Programs to affirmatively further fair housing are included in the Policy Document.

Policy Document

This section describes housing goals, policies, and programs for the City of Susanville. A goal is defined as a general statement of the highest aspirations of the community. A policy is a course of action chosen from among many possible alternatives. It guides

decision-making and provides a framework around which the housing programs operate. A program is a specific action, which implements policies and moves the community toward the achievement of its goals. Programs are a part of the City's five-year action are a central focus of HCD's review.

Key Housing Element programs Include:

- **HE-1: Housing Element Implementation.** Engage the State and HCD to secure technical and financial assistance in implementing the requirements of the Housing Element.
- **HE-2: Zoning Ordinance Update.** Revise to the Zoning Ordinance to address constraints and ensure compliance with State law. All actions within this program are required by State law.
- **HE-14: Wastewater Service Capacity.** Engage the sewer district to encourage and assist in assessing conditions and pursuing grant funding.
- **HE-18: Affirmatively Furthering Fair Housing.** Complete various actions to address specific fair housing issues and increase housing access. This program is required by State law, but the details of the individual actions may be revised.
- **HE-19: Place-based Strategies for Community Revitalization.** Complete geographically-targeted actions aimed at improving conditions in areas with concentrated needs or disproportional impacts.
- **HE-22: Anti-displacement Strategy.** Plan and adopt a multi-pronged strategy to work to relieve displacement pressures caused by the increasing income gap, lack of recent production, and increasing housing costs in the City. The program is required by State law, but the details of the Strategy can be determined based on engagement with the public and decision-makers facilitated in preparation of the Strategy.
- **HE-24: Address Fire Risk and Safety.** Address fire risk and the high cost of insurance by ensuring continued status as a Firewise community, addressing fuel reduction and weed abatement, providing information to residents, and partnering with CalFire to provide inspections and mitigation of issues.
- **HE-25: Residential Capacity Beyond the RHNA.** Evaluate non-residential zones to identify the feasibility for residential development; update the Zoning Ordinance to allow residential uses by right in appropriate zones based on the results of the evaluation; identify and make available City-owned surplus sites for residential development.
- **HE-26: Economic Development to Support Housing.** Work to expand job opportunities and bring in new employers, industries, and businesses to meet the needs of the local community.

REQUESTED INPUT

City Staff and the Consultants (Project Team) have recommended a housing action plan in line with community input and the General Plan. The Project Team seeks feedback on the implementation programs within this plan, which begin on page HE-163. Although many of these programs are required by State law, the individual actions may be modified, replaced, or enhanced based on direction from the City Council. The Project Team asks that the City Council review the implementation programs carefully and provide input on any actions or commitments that could be addressed more efficiently or effectively.

NEXT STEPS

Following the study session, the City must revise the Public Review Draft to respond to comments from the public and direction from City Council. The City will then submit the updated Housing Element to the California Department of Housing and Community Development (HCD) for initial 90-day review. During this review period, the Project Team will meet with HCD to discuss and address revisions necessary to ensure full compliance with State law.

AGENDA ITEM NO. 9.B
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Marci Rojas, Public Works

Action Date: June 4, 2025

SUBJECT: Consider **Resolution No. 25-6433,** Authorizing road closure of North Street between Grand Avenue and N. Weatherlow on June 28, 2025 from 8:00am to 10:30am in support of Lassen County Chamber of Commerce Annual Show N' Shine Car Show in Memorial Park.

PRESENTED BY: Bob Godman- Public Works Director

SUMMARY: The Lassen County Chamber of Commerce (LCCC) hosts a successful annual Main Cruise Classic Car Show N' Shine in Memorial Park. This event has been held in Memorial Park the past five years. The event will host cars to be showcased in Memorial Park, and the Chamber will work with City staff to mark and flag the areas of the park that will need to be avoided when parking cars for display at the event. The LCCC is planning to sell alcoholic beverages as part of the event and will obtain a permit to sell alcoholic beverages from the Department of Alcoholic Beverage Control (ABC) and the City of Susanville pursuant to section 12.32.150 of the City's municipal code. In addition, the Chamber has requested a road closure of North Street from Grand Avenue to N. Weatherlow. The Chamber is requesting the road closure on June 28th, 2025 from 8:00AM to 10:30AM to reduce city street congestion of classic cars and street vendors as they enter Memorial Park to ensure the safety of our community as they set up for the event.

FISCAL IMPACT: Estimated Cost :

2 Public Works staff - $190.20

Total Estimated Cost- $190.20

ACTION REQUESTED: Motion to approve Resolution No. 25-6433, Authorizing the road closure of North Street between Grand Avenue and N. Weatherlow on June 28,2025 from 8:00am to 10:30am in support of Lassen County Chamber of Commerce Annual Show N' Shine Car Show in Memorial Park.

ATTACHMENTS:
Show N Shine 2025 Request.pdf
25-6433.pdf

PO Box 338 | 1516 Main Street | Susanville, CA 96130 | 530-257-4323 | Fax: 530-251-2561
director@lassencountychamber.org | www.lassencountychamber.org

May 02, 2025

City of Susanville
Susanville City Council
66 North Lassen St.
Susanville, CA 96130

Dear City Council Members,

The Lassen County Chamber of Commerce is coordinating the 33rd Annual Main Cruise Classic Car Show n' Shine on Saturday, June 28, 2025, to be held at City of Susanville's Memorial Park. This annual chamber event holds several key roles in bolstering tourism efforts, driving economic development, and providing partnership between the Lassen County Chamber of Commerce and the City of Susanville. The event brings over 100 classic cars from Northern California and Northern Nevada to show in the Main Cruise event which occurs over two days and contributes to the City of Susanville's economic development efforts. The event is a community benefit in the following ways:

- Tourism Magnet: Events like Main Cruise Car Show have a magnetic effect on tourists. Annual classic car participants travel from Northern California and Northern Nevada to participate in this event. The event begins on Friday evening therefore many of the event participants will be exploring local businesses, dining at restaurants, and staying in local accommodations, all of which contribute to the local economy.
- Community Engagement: The Main Cruise Car Show fosters a sense of community spirit and engagement. It brings together residents and visitors alike to celebrate a

PO Box 338 | 1516 Main Street | Susanville, CA 96130 | 530-257-4323 | Fax: 530-251-2561
director@lassencountychamber.org | www.lassencountychamber.org

shared passion for the classic cars and automotive culture. Local vendors participate in the event held at Memorial Park promoting their goods for sale and local services. Such events often include activities for families and individuals of all ages, promoting inclusivity and community cohesion.

- Marketing and Branding: Events like Main Cruise Car Show serve as marketing opportunities for Susanville. They attract attention from both local and regional media outlets, putting the city in the spotlight and raising its profile as a desirable destination for tourists and car enthusiasts alike. This positive exposure can have long term benefits for the city's reputation and attractiveness.

In years past, the City of Susanville has provided partnership to the event by hosting the event at Memorial Park and waiving Memorial Park fess and providing permission to serve alcohol during event hors at Memorial Park. The Lassen County Chamber of Commerce is again asking for these event fees to be waived. The Lassen County Chamber of Commerce will display the City of Susanville as an event sponsor in exchange for the waiver of fees.

In recent years the event has increased in popularity and participants. To prioritize the safety of vendors, Main Cruise Car Show participants and event attendees; the Chamber of Commerce is requesting street closure from 8:00A.M. to 10:30 A.M. to reduce city street congestion of classic cars and vendors entering the park from North Street. The request is to close North Street from Weatherlow Street to Grand Avenue prior to the event opening at 11:00 A.M., the Lassen County Chamber of Commerce has met with city staff to discuss the most efficient and safe way to conduct this closure to gain support.

Overall, the Chamber of Commerce's Main Cruise Car Show plays a multifaceted role in promoting tourism, stimulating economic development, fostering community engagement,

PO Box 338 | 1516 Main Street | Susanville, CA 96130 | 530-257-4323 | Fax: 530-251-2561
director@lassencountychamber.org | www.lassencountychamber.org

and enhance the overall appeal of the City of Susanville as a vibrant and dynamic city. The Lassen County Chamber of Commerce is looking forward to another year of partnership with the City of Susanville and the 33rd annual Main Cruse Car Show event.

If you have any questions, please do not hesitate to contact the Chamber Office at (530) 257-4323 or by email at director@lassencountychamber.org

Respectfully submitted,

Samantha Whitt

Samantha Whitt
Executive Director
Lassen County Chamber of Commerce

RESOLUTION NO. 25-6433
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE APPROVING THE ANNUAL SHOW N' SHINE CAR SHOW EVENT SCHEDULED FOR SATURDAY, JUNE 28, 2025, SPONSORED BY LASSEN COUNTY CHAMBER OF COMMERCE; AUTHORIZING THE ROAD CLOSURE OF NORTH STREET FROM N. WEATHERLOW TO GRAND AVENUE FROM 8:00 AM TO 10:30 AM AND DONATING OVERTIME FROM THE POLICE DEPARTMENT AND PUBLIC WORKS DEPARTMENT TO SUPPORT THE EVENT

WHEREAS, Lassen County Chamber of Commerce is sponsoring their annual Show N' Shine Car Show event scheduled for June 28,2025; and

WHEREAS, the Show N' Shine Car Show event is a benefit to the city of Susanville as it brings in tourism from surrounding areas to attend the event; and

WHEREAS, Lassen County Chamber of Commerce has requested a road closure of North St from N. Weatherlow St to Grand Ave from 8:00 am to 10:30 am; and

WHEREAS, Lassen County Chamber of Commerce has requested the city donate overtime from the Police Department and Public Works Department.

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

1. That the annual Show N' Shine Car Show event is approved and supported by the City of Susanville; and
2. The road closure of North St from N. Weatherlow Street to Grand Avenue on June 28, 2025, from 8:00am to 10:30am; and
3. Authorizes overtime for the Police Department and for the Public Works department.

APPROVED:_____
Mendy Schuster, Mayor

ATTEST:_____
Heidi Whitlock, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of June 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM:_____
Margaret Long, City Attorney

AGENDA ITEM NO. 9.C
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Marci Rojas, Public Works

Action Date: June 4, 2025

SUBJECT: Consider **Resolution No. 25-6434**, authorizing a budget amendment of $3,100.00 to the 7401 and $3,100.00 to the 7110 funds for additional upgrade of the Public Works Department's Supervisory Control and Data Acquisition (SCADA) system and equipment and further authorizing the Finance Director to make the necessary budget modifications to complete the work.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: The Public Works Department is responsible for the City of Susanville water and natural gas systems. Public Works uses the supervisory control and data acquisition (SCADA) system to monitor and maintain the City water and natural gas systems. On March 5th, 2025 the city council approved Resolution 25-6415, approving the upgrade the SCADA system. Full Spectrum is the consultant completing the upgrade. While upgrading the system, Full Spectrum was made aware of an additional cost to the current alarming software for the upgrade. The current alarming software has had a price increase and also requires an additional annual subscription. It has been recommended by Full Spectrum to update our alarm notification software to GeoScada ViewX, this is a alarm message server program that will send out text messages to the SCADA cell phone which provides more efficient response time. Full Spectrum has quoted an additional $6,200.00 for the upgrade, there are no annual fees for this software. Staff is requesting a budget increase in the amount of $3,100.00 to the 7401 budget and a budget increase in the amount of $3,100.00 to the 7110 budget and authorizes the Finance Director to make the necessary budget modifications to complete the additional work to the SCADA system to complete the overall upgrade of the system.

FISCAL IMPACT: The additional cost of the upgrade to the SCADA System is $6,200, no cost to the General Fund.

ACTION REQUESTED: Motion to approve Resolution No. 25-6434, authorizing a budget amendment of $3,100.00 to the 7401 and $3,100.00 to the 7110 funds for additional upgrade of the Public Works Department's Supervisory Control and Data Acquisition (SCADA) system and equipment and further authorizing the Finance Director to make the necessary budget modifications to complete the work.

ATTACHMENTS:
25-6434.pdf

RESOLUTION No. 25-6434
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING A BUDGET AMENDMENT OF $3,100.00 TO THE 7401 AND $3,100.00 TO THE 7110 FUNDS FOR ADDITIONAL UPGRADE OF THE PUBLIC WORKS DEPARTMENT'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AND EQUIPMENT AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET MODIFICATIONS TO COMPLETE THE WORK

WHEREAS, the City of Susanville operates the Water and Gas Divisions; and

WHEREAS, the Public Works Department uses supervisory control and data acquisition (SCADA) to monitor and maintain the City's water and natural gas; and

WHEREAS, the city has a professional agreement with Full Spectrum, Inc. to provide maintenance and technical support for the SCADA system; and

WHEREAS, on March 5, 2025, the City Council approved Resolution 25-6415, upgrading the SCADA system; and

WHEREAS, Full Spectrum has recommended an additional upgrade to the alarming notification software integrated with the SCADA system to improve the security and functionality of the system; and

WHEREAS, the total cost for the additional software upgrade would not exceed $6,200.00 paid equally from the 7401 and 7110 funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville hereby approves the budget amendment and authorizes the finance director to make the necessary budget amendments to the City's 7401 Gas Budget and 7110 Water Budget.

APPROVED:_____
Mendy Schuster, Mayor

ATTEST:_____
Heidi Whitlock, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of June 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM:_____
Margaret Long, City Attorney

AGENDA ITEM NO. 9.D
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Cheyenne Ratkey, Fire

Action Date: June 4, 2025

SUBJECT: Consider **Resolution No. 25-6435**, authorizing the Mayor to execute a contract with ESO Solutions, Inc. for reporting software services at the Susanville Fire Department.

PRESENTED BY: M. Bengoa Bollinger, Public Safety Chief

SUMMARY: The Susanville Fire Department is seeking approval to upgrade to ESO Solutions Inc.'s reporting software to enhance operational efficiency, improve data accuracy, and ensure compliance with local, state, and federal reporting standards. ESO provides an integrated platform for incident reporting, personnel management, training logs, equipment/maintenance tracking, property/inspection tracking, and hydrant tracking.

The Susanville Fire Department currently uses Emergency Reporting as its longstanding fire reporting platform. Emergency Reporting was recently acquired by ESO Solutions. As part of this transition, ESO has begun integrating Emergency Reporting into its broader suite of emergency response tools. However, the version we are currently using is not compatible with the upcoming National Emergency Response Information System (NERIS), which is being implemented nationwide to replace the National Fire Incident Reporting System (NFIRS). This change is due to occur in November of this year, creating an urgent need to update our reporting software to ensure compliance and continuity.

FISCAL IMPACT: One-time set up and migration cost of $2,187.50 with an annual recurring cost of $10,039.10.

ACTION REQUESTED: Motion to approve Resolution No. 25-6435, authorizing the Mayor to execute a contract with ESO Solutions, Inc. for reporting software services at the Susanville Fire Department.

ATTACHMENTS:
25-6435.pdf
ESA-8.15.24-ONLINE-TERMS-LEGAL-LANDING-PAGE.pdf

Susanville FD ESO Final Contract.pdf

RESOLUTION NO. 25-6435
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ESO SOLUTIONS, INC. FOR REPORTING SOFTWARE SERVICES FOR THE SUSANVILLE FIRE DEPARTMENT

WHEREAS, the Susanville Fire Department is committed to maintaining the highest standards in emergency response, operational efficiency, accountability; and

WHEREAS, accurate, timely, and accessible reporting is essential for effective incident tracking, resource management, regulatory compliance, and data-driven decision making; and

WHEREAS, the software currently being used will no longer be compliant with the National Emergency Response Information System (NERIS); and

WHEREAS, ESO Solutions, Inc. provides a reliable, secure, and user-friendly platform that meets the department's needs and complies with the applicable local, state, and federal reporting requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby authorizes the Mayor to execute a contract with ESO Solutions, Inc. for reporting software services for the Susanville Fire Department.

APPROVED:_____
Mendy Schuster, Mayor

ATTEST:_____
Heidi Whitlock, City Clerk

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of June 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM:_____
Margaret Long, City Attorney

ESO SUBSCRIPTION AGREEMENT

This ESO Subscription Agreement (this **"*Agreement*"**) is entered into as of the date indicated on the duly executed Quote (**"*Effective Date*"**), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, **"*ESO*"**) and ***Customer*** (or the governing or controlling authority thereof), as indicated on the Quote or other ordering document. . This Agreement consists of these terms and conditions (the "***General Terms & Conditions***") below, the Quote adopting this Agreement, the Business Associate Agreement, and any Order (as defined below) executed by the parties, including any attachments to such Order.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

"*Add-On Software*" means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

"*Customer Data*" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"*De-identified Data*" means Customer Data which (i) if PHI, has been deidentified in accordance with HIPAA, or (ii) if not PHI, which has had all personally identifiable information removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients, and in each case as a consequence is neither PHI nor identifiable to or by Customer.

"*Deliverable*" means software, report, or other work product created pursuant to a Statement of Work.

"*Documentation*" means the Software's user guides and operating manuals.

"*Feedback*" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"Integrated Service" means a third-party hardware, software, service, website, or data that is integrated with (or interoperates) with a Service. Nonexclusive examples of Integrated Services include computer-aided dispatch (CAD), cardiac monitors and billing software.

"*Intellectual Property*" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"*Licensed Software*" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

"*New Version*" means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

"*Order*" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Order may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) an addendum or other writing which is attached or which the parties intend to be incorporated by reference into this Agreement. For the avoidance of doubt, unilateral purchase orders and other similar documents do not constitute an Ordering Document.

"*Outage*" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"*Professional Services*" means professional services provided by ESO under a Statement of Work.

"*Protected Health Information*" or **"*PHI*"** has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"*Reporting Services*" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"*SaaS*" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

"*Scheduled Downtime*" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"*Software*" means any ESO computer program, programming or modules specified in the Agreement or any Order. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

"*Support Services*" means those services described in Exhibit B.

"*Third-Party Data*" means data not owned by ESO but which is (or access to which is) provided by ESO under an Order (such as fire codes or AAAM AIS codes).

"*Third-Party Service*" means a service not provided by ESO but which is made available by ESO in connection with its Software under an Order.

"*Third-Party Software*" means software not owned by ESO but which is (or access to which is) provided by ESO under an or Order.

"*Use Restrictions*" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"*User*" means any individual who uses the Software on Customer's behalf through Customer's account or passwords.

2. SOFTWARE ORDERS. During the Term, Customer may order Software from ESO by signing an appropriate Order. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Order is incorporated herein by reference.

3. LICENSE/SUBSCRIPTION TO SOFTWARE

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Order, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Order and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Order).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, and Feedback, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "***Education***") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at https://www.lexipol.com/terms-and-conditions/, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.

3.5.2. Third-Party Data. If Customer (as indicated on an Order) elects to license Third-Party Data (*e.g.*, fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Order, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the

functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Order.

3.6. Integrated Services. Customer is responsible for securing the right for ESO to receive, transmit, process, display, and store all data ("Integrated Data") from and to any Integrated Service to the extent required for ESO to perform its obligations and exercise its rights under this Agreement. ESO's obligation to support Integrated Services is contingent upon Customer securing such rights. Customer's failure to secure such rights does not terminate or suspend Customer's obligation to pay Fees. Customer bears (and shall hold ESO harmless from) all risks associated with access to and use of Integrated Services and Integrated Data. Any Integrated Data made accessible by ESO in or through the Integrated Service is provided on an "as-is" and "as available" basis without any warranty of any kind. Customer acknowledges that ESO is not responsible for and under no obligation to control, monitor or correct Integrated Data; provided, however, ESO reserves the right to take remedial action if any such data violates applicable law or this Agreement, including without limitation, the removal of, or disablement of access to, such data and the Integrated Service. Customer acknowledges that ESO's ability to deliver each Service is contingent upon Customer or User's compliance with this Agreement and any applicable third party's terms of use. Accordingly, if ESO's performance under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, or third party vendors (other than ESO) ("Customer Delay"), ESO shall not be deemed in breach of its obligations under this Agreement or otherwise be liable for any costs or losses of Customer (in each case, to the extent arising directly or indirectly from Customer Delay).

3.7. Third Party APIs. Customer acknowledges that: (i) the nature, type, quality and availability of Integrated Data and Integrated Services may change at any time during the Term, and (ii) features of the Integrated Service that integrate or interoperate with third parties and Integrated Data depend on the continuing availability of such third parties' respective application programming interfaces ("APIs") for use with the Integrated Service. ESO may update, change or modify the Integrated Services under this Agreement because of a change in, or unavailability of, such Integrated Data or APIs. If any third-party ceases to make its Integrated Data or APIs available on reasonable terms for the Integrated Services, as determined by ESO in its sole discretion, ESO may cease providing access to or support for the affected Integrated Data or Integrated Service without any liability to Customer. Any changes to Integrated Data or APIs, including their availability or unavailability, during the Term does not affect Customer's obligations under this Agreement or the applicable Order, and Customer will not be entitled to any reduction in fees, refund, credit or other compensation due to any such changes.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the **"*Uptime Commitment*"**), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference. ESO may update and revise its Software, providing reasonable notice in the case of any material diminishment.

5. FEES

5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Order(s)) (collectively, **"*Fees*"**). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.

5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a **"*Third-Party Payer*"**), then (i) each applicable Order will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by 8.75% each year this Agreement is in effect.

5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.5. Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Order. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Order (an **"*Overage*"**), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

6. **TERM AND TERMINATION**

6.1. Term. The term of this Agreement (the **"*Term*"**) commences on the Effective Date and continues for a period of one year (or any longer period provided in an Order). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.

6.2. Termination for Cause. Either party may terminate this Agreement or any individual Order for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Effect of Termination. If Customer terminates this Agreement or any Order as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software. Upon termination of this Agreement or any Order, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.4. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES**

7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.

8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. **CONFIDENTIALITY**

9.1. **"*Confidential Information*"** refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*).

9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the **"*Purpose*"**). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less

restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11. **INDEMNIFICATION**

11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) (**"*Damages*"**) actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an **"*Indemnified Claim*"**). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO may at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Order, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Order. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12. **LIMITATION OF LIABILITY**

12.1. **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES

FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $500,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ORDER OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. **CUSTOMER DATA & PRIVACY**

13.1. Ownership of Data. As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. De-identified Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE DE-IDENTIFIED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL DE-IDENTIFIED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. **WORK PRODUCT**

14.1. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Order gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. **GOVERNMENT PROVISIONS**

15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement (provided that Customer shall be solely responsible for any such notice required to be given to its employees, agents or patients). Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

15.2. Business Associate Agreement. The parties agree to the terms of the Business Associate Agreement attached as Exhibit C and incorporated herein by reference.

15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

15.4. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. **PHI ACCURACY & COMPLETENESS**

16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

16.2. HDE Customer Certifications. In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO shall annually accredit qualifying customers with Gold, Silver, or Bronze level certifications in accordance with Exhibit C, and Customer may reference such certification in marketing materials.

17. **MISCELLANEOUS**

17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5. Subcontracting. Except for Support Services, and training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.

17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.

17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Order.

17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a **"*Dispute*"**) will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Order, with most recent Order taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

17.19. Signatures. Electronic signatures on this Agreement or on any Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

EXHIBIT B
SUPPORT SERVICES

1. **DEFINITIONS**. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

   1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

   1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

   1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.

   1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

   1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

   1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

   1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

   1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (*e.g.*, a User cannot access the Software due to unscheduled downtime or an Outage).

   1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (*e.g.*, a User cannot access a core component of the Software).

   1.10. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (*e.g.*, User is experiencing latency in reports).

   1.11. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.

   1.12. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

   1.13. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.

   1.14. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

   1.15. "Update" means an update or revision to Software, typically for Error Correction.

   1.16. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

   1.17. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

   2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

   2.2. ESO will provide Support Services consisting of (a) Error Correction(s); (b) Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports

to Customer, including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.

ERROR PRIORITY LEVELS. Customer will report all Errors to ESO via ESO's Support Request Form link (New Case Form - ESO) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

2.6. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

2.7. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

2.8. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

2.9. Severity 4 Error. ESO shall provide an Initial Response within seven calendar days.

3. **CONSULTING SERVICES**. If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

4. **EXCLUSIONS.**

4.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

4.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

4.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

4.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

5. **MISCELLANEOUS**. The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

* * * * *

EXHIBIT C
HIPAA BUSINESS ASSOCIATE AGREEMENT

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Agreement is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity"). Pursuant to the ESO Subscription Agreement (the "Agreement") into which this HIPAA Business Associate Agreement (this "BAA") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This BAA applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. Definitions. For purposes of this BAA, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this BAA is executed and as they are amended, for so long as this BAA is in place.

4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement, as required by law, or as permitted by the Agreement. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to such PHI.

10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this BAA or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this BAA; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this BAA shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this BAA or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this BAA for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this BAA, even after termination of the Agreement or BAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this BAA would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the internet; and

    21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

22. Third Party Rights. The terms of this BAA do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

* * * * *

Quote Date:	05/08/2025
Customer Name:	Susanville Fire Department (CA)
Quote #:	Q-201221
Quote Expiration date:	06/27/2025
ESO Account Manager:	Bryce Knupp

CUSTOMER CONTACT

Customer	Susanville Fire Department (CA)
Name	Michael Bengoa-Bollinger
Email	mbollinger@cityofsusanville.org
Phone	530-257-5152

BILLING CONTACT

Payor	Susanville Fire Department (CA)	Address	1505 Main St
Name	Cheyenne Ratkey		Susanville CA, 96130-4427
Email	cratkey@cityofsusanville.gov	Billing Frequency	Annual
Phone	(530) 249-3158	Initial Term	12 months

Fire

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
ESO Fire Incidents	2000 Fire Incidents	$1,570.00	($157.00)	$1,413.00	Recurring
ESO Inspections	2000 Fire Incidents	$785.00	($78.50)	$706.50	Recurring
ESO Properties	2000 Fire Incidents	$942.00	($94.20)	$847.80	Recurring
ESO Hydrants	2000 Fire Incidents	$471.00	($47.10)	$423.90	Recurring
ESO Activities	2000 Fire Incidents	$628.00	($62.80)	$565.20	Recurring
IFC - 2022 - California State Amendments Code Set	2000 Fire Incidents	$365.00	($0.00)	$365.00	Recurring
Fire Setup & Online Training	2 Sessions	$1,250.00	($625.00)	$625.00	One-time
Fire Incidents NFIRS Data Import	2000 Fire Incidents	$3,145.00	($3,145.00)	$0.00	One-time
Properties & Inspections Data Import	2000 Fire Incidents	$3,145.00	($3,145.00)	$0.00	One-time

Personnel Management

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
Personnel Management	40 Employees	$1,570.00	($157.00)	$1,413.00	Recurring
Personnel Management Data Migration	40 Employees	$210.00	($210.00)	$0.00	One-time
PM Online Training	1 Sessions	$625.00	($312.50)	$312.50	One-time

Asset Management/Checklist

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
ESO Checklists	2000 Fire Incidents	$870.00	($87.00)	$783.00	Recurring
ESO Asset Management	2000 Fire Incidents	$1,088.00	($108.80)	$979.20	Recurring
Asset Management Online Training	1 Sessions	$625.00	($312.50)	$312.50	One-time
Checklist Online Training	1 Sessions	$625.00	($312.50)	$312.50	One-time

Scheduling

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type

Quote Date:	05/08/2025
Customer Name:	Susanville Fire Department (CA)
Quote #:	Q-201221
Quote Expiration date:	06/27/2025
ESO Account Manager:	Bryce Knupp

ESO Scheduling	29 Employees	$835.00	($83.50)	$751.50	Recurring
ESO Scheduling - Setup & Online Training	2 Sessions	$1,250.00	($625.00)	$625.00	One-time

EHR

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
EHR Access	1200 Incidents	$1,990.00	($199.00)	$1,791.00	Recurring

Total Recurring Fees	USD $10,039.10
Total One-Time Fees	USD $2,187.50
TOTAL FEES	USD $12,226.60

All Fees herein are in USD

Quote Date:	05/08/2025
Customer Name:	Susanville Fire Department (CA)
Quote #:	Q-201221
Quote Expiration date:	06/27/2025
ESO Account Manager:	Bryce Knupp

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Susanville Fire Department (CA)

Signature: _____

Print Name: _____

Title: _____

Date: _____

The subscription term shall begin **15 calendar days** after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

Quote Date:	05/08/2025
Customer Name:	Susanville Fire Department (CA)
Quote #:	Q-201221
Quote Expiration date:	06/27/2025
ESO Account Manager:	Bryce Knupp

Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties & Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
ESO Hydrants	Inventory and document testing and status of hydrants.
ESO Activities	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
IFC - 2022 - California State Amendments Code Set	Complete set of IFC 2022 California codes to be used within the Inspections application.

Personnel Management

Product	Description
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.
PM Online Training	4 hour Webinar Training Session for ESO Personnel Management.
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.

Asset Management/Checklist

Product	Description
Asset Management Online Training	Setup and Webinar Training Session for ESO Asset Management.
Checklist Online Training	Setup and Webinar Training Session for ESO Checklists.
ESO Checklists	Web-based apparatus checklist for Fire and EMS.
ESO Asset Management	Web-based asset management for Fire and EMS.

Scheduling

Product	Description
ESO Scheduling - Setup & Online Training	Webinar Training Session.
ESO Scheduling	Online scheduling, messaging and detailed reporting.

EHR

Product	Description
EHR Access	Patient care reporting suite for BLS and First Responder EMS agencies, or for all service-level agencies in a multi-agency or state-wide implementation. Includes EHR web and mobile client, Quality Management, Basic Personnel Management, Insights Reporting Tool, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.

AGENDA ITEM NO. 9.E
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Marci Rojas, Public Works

Action Date: June 4, 2025

SUBJECT: Consider **Resolution No 25-6438**, terminating Airport Ground Lease with Andrew O'Brien and approving new Airport Ground Lease Agreement with Mountain Aviation LLC for Hangar #24 at the Susanville Municipal Airport

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: On May 7, 2025 the City Council was presented with the option of purchasing Hangar #24, owned by Andrew O'Brien for the amount of $70,000.00. The City Council declined the purchase of the hangar. Andrew O'Brien identified a buyer of said hangar and sold the hangar to Mountain Aviation LLC on May 8, 2025. Mountain Aviation LLC has taken possession of Hangar #24 and is required to execute a new Airport Ground Lease Agreement for Hangar #24.

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

ACTION REQUESTED: Motion to approve Resolution No. 25-6438, terminating Airport Ground Lease with Andrew O'Brien and authorize Mayor to execute an Airport Ground Lease Agreement with Mountain Aviation LLC.

ATTACHMENTS:
25-6438.pdf
Ground Lease_MTN Aviation LLC Hangar 24.doc

RESOLUTION NO. 25-6438
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE TERMINATING AIRPORT HANGAR LAND LEASE AGREEMENT, HANGAR #24 WITH ANDREW O'BRIEN AND AUTHORIZING MAYOR TO EXECUTE AN AIRPORT GROUND LEASE AGREEMENT, HANGAR #24 WITH MOUNTAIN AVIATION, LLC

WHEREAS, Page 2, Paragraph 3 of the Airport Hangar Land Lease Agreement, Hangar #29 requires the Lessee to first submit an offer in writing to the City to sell said Leased Premises and improvements to the City for the same amount as any bona fide offer received by Lessee or for the fair market value, as the case may be; and

WHEREAS, on May 7, 2025, Andrew O'Brien offered to sell his interest in Hangar #24 to the City for $70,000.00; and

WHEREAS, at its May 7, 2025 meeting, the City Council of the City of Susanville rejected purchase of Hangar #24 owned by Andrew O'Brien; and

WHEREAS, on May 8, 2025 Andrew O'Brien sold his interest in Hangar #24 to Mountain Aviation, LLC for $70,000.00; and

WHEREAS, the Airport Hangar Land Lease Agreement, Hangar #24 held by Andrew O'Brien needs to be terminated and a new Airport Ground Lease Agreement, Hangar #24 needs to be executed by Mountain Aviation LLC, as the new owner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby authorizes the termination of Airport Hangar Land Lease Agreement, Hangar #24 held by Andrew O'Brien and further authorizes that Mountain Aviation, LLC., being the new owner of Hangar #24, has executed an Airport Ground Lease Agreement, Hangar #24 as required.

APPROVED:_____
Mendy Schuster, Mayor

ATTEST:_____
Heidi Whitlock, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville held on the 4th day of June 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AIRPORT HANGAR GROUND LEASE AGREEMENT
HANGAR OWNED BY LESSEE

THIS LEASE, made this 1st day of September 2021, between the CITY OF SUSANVILLE, a municipal corporation, organized and existing under the laws of the State of California, hereinafter referred to as "Lessor", and MTN Aviation LLC. mailing address: 975 1st Ave. Willows, CA , 95988 County of Glenn, State of California, hereinafter referred to as "Lessee", on the following terms and conditions:

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

SEE EXHIBIT "A" ATTACHED HERETO

(a) Lessee shall provide a hangar building plan for approval prior to any Lease execution for use as an airplane hangar. Completion of said hangar shall be no more than eighteen (18) months from the date of execution of lease. The rent shall be $.5092 per square foot per year, for the area including the space occupied by the hangar only which rent is payable in 12 equal installments monthly in advance on the first day of each and every month. Said rent shall be increased on an annual basis as set forth below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SUSANVILLE
LESSOR:

_____
Mendy, Mayor

Attest:

_____
Heidi Whitlock, City Clerk

LESSEE:

_____
Type Name:

_____
Type Name:

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

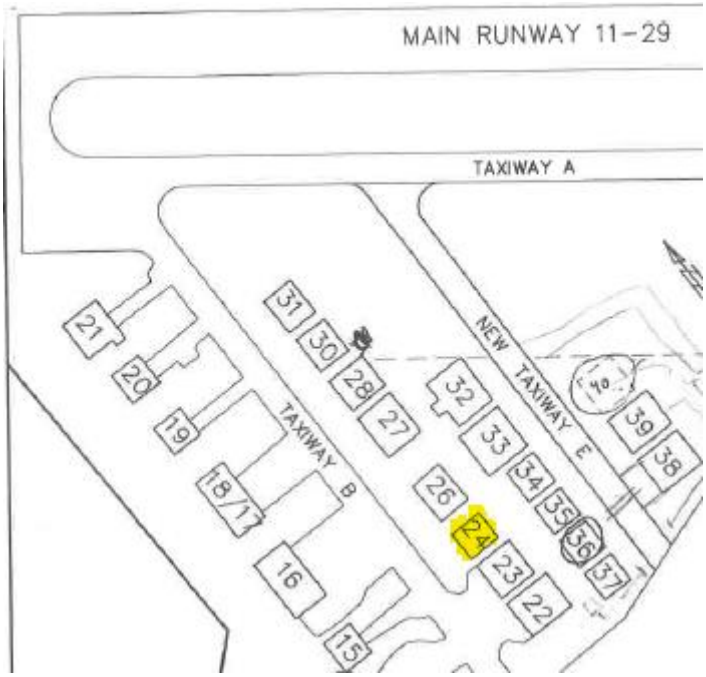
Approved as to Form:

_____
Margaret Long, City Attorney

EXHIBIT "A"

Legal Description

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



Lease updated on 170405

EXHIBIT "B"

Airport Sponsors Assurances

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compability Program Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility, or the useful life of the facilities developed, or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions and assurances of the grant agreement shall remain in full force and effect during the life of the project.

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

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

Federal Legislation

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

Executive Orders

Executive Order 11246 - Equal Employment Opportunity[1]
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 - Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal And Federally Assisted New Building Construction[1]
Executive Order 12898 - Environmental Justice

Federal Regulations

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

f. 29 CFR Part 5 - Labor standards provision applicable to contracts covering federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). [1]

g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements). [1]

h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments. [3]

i. 49 CFR Part 20 - New restrictions on lobbying.

j. 49 CFR Part 21 - Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

k. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.

l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs. [1 2]

m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance. [1]

o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).

p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction. [1]

Office of Management and Budget Circulars

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.

b. A-133 - Audits of States, Local Governments, and Non-profit Organizations.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

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

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

2. Responsibility and Authority of the Sponsor.

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

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

b. **Private Sponsor**: It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise program implementation project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise program implementation project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise program implementation projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. **Consistency with Local Plans**. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest**. It has given fair consideration to the interest of communities in or near which the project may be located.

8. **Consultation with Users**. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings**. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the

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

10. **Air and Water Quality Standards**. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty (60) days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance**. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites**. For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under Section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates**. It shall include, in all contracts in excess of $2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference**. It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications**. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporated into the grant agreement.

17. **Construction Inspection and Approval**. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects**. In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

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

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

(1) Operating the airport's aeronautical facilities whenever required; and

(2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(3) Promptly notifying airmen of any condition affecting aeronautical use of this airport.

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

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

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce the compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

(1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

(2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport

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

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services; and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

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

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

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982 in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating w3hether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operations

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

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by a duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

(i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

a. Five (5) or more Governmental aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movements of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

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

29. Airport Layout Plan.

a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alteration in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.

b. If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

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

31. Disposal of Land.

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

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

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation on any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.

32. Engineering and Design Services. It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications. It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the current FAA Advisory Circulars for AIP project,

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

35. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access by Intercity Buses. The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in Section 47102 of Title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that;

(1) Describes the requests;

(2) Provides an explanation as to why the requests could not be accommodated; and

(3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1, or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EXHIBIT "C"

COMMERCIAL OPERATOR'S LICENSE AGREEMENT

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

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

LIST AUTHORIZED ACTIVITIES

2. The term of this Agreement is for a period of 5 years, from _____, 20____ to_____, 20___ and including _____.

3. This Agreement includes the provisions of those certain "Minimum Standards for Commercial Operators" adopted by the City of Susanville by Resolution, for general aviation at said Airport, a copy of which is attached hereto as Exhibit "C1", and any amendments, deletions, or additions thereto. These minimum standards and requirements for fixed base operations shall be required of and shall apply equally to all such commercial operators at said Airport. Owner specifically covenants and agrees that all such services defined in the above referenced minimum standards shall be confined to commercial operators meeting said standards. Said minimum standards stipulate the nature and amount of aeronautical activities and services required of all commercial operators at said airport, insurance requirements, financial investment required, and the specific licenses required.

4. Commercial Operator agrees to operate all activities authorized by this Agreement for the use and benefit of the public and to make available to the public on fair and reasonable terms all services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, Commercial Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Commercial Operator agrees that rates and charges for such activities and services shall be fixed by Commercial Operator subject to the City Council's concurrence and approval. In the event of disputes as to reasonableness, it is expressly understood by Commercial Operator that final determination will be reserved to the City of Susanville. All services offered by Commercial Operator will be performed with promptness and courtesy. It is expressly understood that nothing herein shall be construed to grant or authorized the granting of exclusive rights within the meaning of Section 308 (a) of the Federal Aviation Act of 1958, as amended. Commercial Operator shall be responsible for the actions of all its employees and shall render Owner safe and harmless from responsibility for any actions of negligence of Commercial Operator's employees engaged in these aeronautical activities and service. Commercial Operator will obtain at its own expense public liability insurance with limits of $1,000,000.00 as to personal injury or death, and $1,000,000.00 as to property damages to protect Owner from actions resulting from the Commercial Operator's activities at the Airport. Commercial Operator further agrees to keep the area where Commercial Operator performs the activities in a neat and orderly manner, free of offensive or dangerous materials or conditions.

5. Commercial Operator agrees to pay to Owner for the privilege of doing business at the Airport the following sums and amounts:

   A. Commercial Operator shall pay to City the sum of **$8,463.56** per year in advance, which sum is due on July 1st, and on the first day of July in each subsequent year.

   B. The base rate will be increased by **5 percent** annually throughout the term.

6. This Agreement is not assignable.

7. It is expressly agreed by Commercial Operator and Owner that all rights, privileges and liabilities imposed on both parties by this Agreement are subject and subordinate to any conditions, restrictions, limitations, rules or regulations of any agreement or any contract pertaining to said Airport between the United States Government or any Department or Agency thereof having jurisdiction over said Airport and the Owner, and to rules and regulations of the State of California.

8. Commercial Operator does hereby agree that (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said services, (b) that Commercial Operator shall render such services and activities reflected herein in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. It is further agreed that in the event of breach of any of this nondiscrimination clause, Owner shall have the right to terminate this Commercial Operator Agreement.

9. The property interest herein of Commercial Operator may be subject to property taxation of the possessory interest created thereby, and, if created, Commercial Operator, by reason of said possessory interest, may be subject to the payment of property taxes levied on said interest. In the event said taxes are so levied, Commercial Operator shall be responsible for payment thereof.

10. Commercial Operator shall not permit dumping of hazardous waste at the Airport premises.

11. This Agreement will be governed by and construed in accordance with the laws of the State of California.

CITY OF SUSANVILLE

_____
Quincy McCourt, Mayor

(Approved by City Council on _____)

COMMERCIAL OPERATOR

_____
Name:

ATTEST:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM:

_____
Margaret Long, City Attorney

EXHIBIT "C1"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL OPERATOR CATEGORIES

CATEGORY A. FLIGHT INSTRUCTION AND AIRCRAFT RENTAL:
A COMMERCIAL OPERATOR in this Category shall:

1. Have available an instructor pilot with appropriate and current Federal Aviation Administration pilot and medical certificates.

2. Provide and maintain a minimum of one (1) aircraft owned or leased or rented by and under the exclusive control of this COMMERCIAL OPERATOR which are properly equipped and Federal Aviation Administration certificated for flight instruction and rental.

3. Demonstrate the continuing ability to meet requirements for certification of flight instructor personnel and aircraft by the Federal Aviation Administration.

4. Assure that personnel operating rental equipment obtained from the subject COMMERCIAL OPERATOR have appropriate and current Federal Aviation Administration pilot and approved medical certificates.

5. Independent individual flight instructors not performing said services on a reoccuring basis shall be exempt.

CATEGORY B. AIRCRAFT CHARTER AND TAXI:
A COMMERCIAL OPERATOR in this Category shall:

1. Conduct all aircraft charter and taxi service in compliance with Federal Aviation Regulations, particularly Regulation Part 135.

2. Lease from the City sufficient land on which to locate all improvements required by specific operations of the COMMERCIAL OPERATOR.

CATEGORY C. CROP DUSTING AND SPRAYING:
A COMMERCIAL OPERATOR in this Category shall:

1. Furnish suitable arrangements for the safe loading, unloading, storage and containment of noxious chemical materials.

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

3. Lease from the City sufficient land on which to locate all improvements required by the specific operations of the COMMERCIAL OPERATOR.

CATEGORY D. AIRCRAFT SALES:
A COMMERCIAL OPERATOR in this Category shall:

1. Have a minimum of one (1) fully qualified demonstrator pilot with current and appropriate Federal Aviation Administration pilot and approved medical certificates.

2. Lease from the City sufficient land on which to locate all improvements required by the specific operations of the COMMERCIAL OPERATOR.

CATEGORY E. AIRCRAFT, ENGINE, PROPELLER, AND ACCESSORY MAINTENANCE:
A COMMERCIAL OPERATOR in this Category shall:

1. Furnish facilities and equipment for airframe and power plant repairs with at least one (1) duly Federal Aviation Administration Certified A & P Mechanic and such other personnel as may be necessary. Such airframe and power plant repair shall include facilities for repair of aircraft and engines used in aviation in this area.

2. Lease from the City sufficient land on which to locate all required improvements.

CATEGORY F. RADIO AND INSTRUMENT:
A COMMERCIAL OPERATOR in this Category shall:

1. Lease from the City sufficient land on which to locate all required improvements.

2. Have available a Federal Aviation Administration certificated technician in the field of aircraft electronics and/or aircraft instruments with proper Federal Communications Commission license to conduct complete aircraft transmitter, receiver and antennae repair.

3. Provide satisfactory arrangements for access to and storage of aircraft being worked on.

CATEGORY G. SALE OF AVIATION PETROLEUM PRODUCTS AND RAMP SERVICE:
A COMMERCIAL OPERATOR in this Category shall:

1. Lease from the City sufficient land on which to locate intended storage and dispensing equipment, and buildings.

2. Have personnel on full-time duty during normal business hours of not less than eight (8) hours a day, seven (7) days a week, adequately trained to operate fuel dispensing equipment in accordance with all applicable local, state, and Federal laws. (Additional requirement: On-call service may be required during all hours of darkness.

3. Demonstrate capability to efficiently and safely conduct or move aircraft to such areas and park them. Compliance with FAA and EPA standards shall be adhered to at all times.

4. Comply with the following criteria regarding fuel storage and dispensing facilities:

   a. Purchase from City fuel tanks such fuel as is needed by COMMERCIAL OPERATOR for sale to COMMERCIAL OPERATOR'S customers;

b. Maintain separate trucking equipment for each grade of fuel, meeting all applicable safety requirements with reliable metering devices subject to independent inspection, and with a pumping efficiency capable of servicing all aircraft normally using the Airport.

c. Provide adequate fire extinguishers in all fuel dispensing areas and on all mobile dispensing trucks.

CATEGORY H. FLYING CLUBS:

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

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

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

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

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

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

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

CATEGORY I. OTHER:

A COMMERCIAL OPERATOR in this Category shall:

1. Be any non-aviation related business located at the Susanville Municipal Airport and not covered in Categories A through H.

2. Lease from the City sufficient land on which to locate all required improvements.

EXHIBIT "D"

ORDINANCE NO. 87-697

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

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

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

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

CHAPTER 3

AIRPORTS AND AIRPLANES.[6]

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

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

SEC. 3.1. Generally

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

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

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

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

SEC 3.2 Purpose

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

SEC. 3.3. Definitions

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

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

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

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

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

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

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

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

of the terminal building and south of the primary taxiway.

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

SEC. 3.4 Application and Authority

(a) The airport manager shall have the authority and the duty to prescribe reasonable regulations relating to the use of the Susanville Municipal Airport. Any such regulations shall first be submitted to the Susanville Airport Commission for its recommendations and thereafter, such regulations shall be submitted to the City Council for approval before taking effect. All regulations so prescribed and approved shall be filed in the office of the airport manage, made available for public inspection and publicly posted at the airport. During an emergency, the airport manager may grant a variation to these rules for the duration of the emergency.

(b) Application. The provisions of this chapter shall be applicable to all aircraft operating on or over the Susanville Municipal Airport.

(c) Authority. The provisions of this chapter shall be construed to supplement federal and state laws when not expressly inconsistent therewith concerning the conduct of aircraft on or over the airport and the regulations provided in Federal Aviation Administration regulations are adopted a part of this chapter.

SEC. 3.5. Pilot Qualifications and Aircraft Certification

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

SEC. 3.6 Airport Operations

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

(b) The operation of the Susanville Municipal Airport shall be under the

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

(c) The airport operator shall be in charge of all fuel dispensed from City-owned fueling facilities and shall be responsible for reporting to the fire department any violation of fire and safety regulations governing the transportation, storage and use of fuel, and other inflammable substances brought on the airport that may be in violation of the Uniform Fire Code and related codes adopted by the City.

(d) Persons shall fuel aircraft on the airport in areas approved for such operation by the City fire department according to the rules established by the City Fire Chief as issued from time to time and posted in a conspicuous place at the airport.

(e) The airport operator shall be responsible for renting City-owned vacant hangars, shall oversee the manner in which the hangar space is utilized and in accordance with the hangar/storage license, shall manage the aircraft tie downs for most efficient and safe utilization of available areas, and shall assume managerial responsibility for the collection of all City hangar and tie down rents.

(f) Any aircraft awaiting takeoff from the Susanville Municipal Airport shall be parked in such a position as to have a direct view of aircraft approaching for landing, and takeoff shall not commence until the pilot has ascertained that no aircraft is on final approach for landing on the runway, and that the runway to be used for takeoff is itself clear of landing or taxiing aircraft.

(g) No persons operating an aircraft shall land or takeoff from Susanville Municipal Airport except on the runway designated for takeoff and landing.

(h) No aircraft after take off shall deviate from a straight course until after passing the boundaries of the airport and reaching an altitude of four thousand six hundred (4,600) feet mean sea level (MSL).

(i) The aprons at the Susanville Municipal Airport shall be used only for loading, unloading, servicing, and authorized refueling of aircraft.

(j) Unattended aircraft shall be parked only in areas designated as tie down areas, or in hangars; provided further, no aircraft shall be parked in a tie down area unless it is positioned over and attached to a tie down facility.

(k) Emergencies requiring police, fire, or medical air shall be reported by calling the Emergency Service No. 911.

(l) The terminal operations/passenger area shall remain clear except for the registration, loading, and unloading of aircraft.

(m) All accidents involving personal injury or property damage in excess of five hundred (500) dollars occurring on the Susanville Municipal Airport shall be reported in writing to the office of the airport manager within twenty-four (24) hours.

(n) Failure to pay duly established fees incurred for the parking of aircraft on the airport shall constitute a lien upon the aircraft. The City may hold such aircraft until the fees are paid or may dispose of the aircraft, as provided by law, in the event the fees are not paid.

(o) The registered owners/operators of all aircraft permanently based on the airport and parked in the City-owned hangars, tie down areas, or private hangars on City property, shall register their full names and mailing addresses with the airport manager or a designated representative on the aircraft registration form provided by the City.

(p) The owner/manager of each privately owned hangar or tie down facility on the airport shall, no later than the tenth (10) of each month, furnish the airport manager with a roster of aircraft and their registered owners/operators current as of the last day of the preceding month. Included with the roster of aircraft shall be a fee in an amount set by the City Council for each aircraft except one aircraft owned by the owner/manager. The report shall be submitted on a form provided by the City.

(q) The registered owner/operator of each aircraft parked on the airport shall be responsible for properly securing the aircraft to protect the aircraft from wind damage.

(r) Traffic Patterns. All aircraft, except in an emergency, shall conform to the following traffic patterns:

(1) The established traffic patterns are at an altitude of five thousand (5,000) feet MSL as published in the airport/facility directory, and are depicted in the segmented circle located on the south side of runway 11-29.

(2) Straight-in approaches shall not be made without prior notification to local air traffic on Susanville Unicom (122.8); or in case of

emergency, on Susanville Unicom (122.8).

(3) Aircraft entering or leaving the traffic pattern shall exercise extreme caution and shall not cause other aircraft already in the pattern to deviate from their courses;

(4) Such charts and visual diagrams as are necessary to display the authorized traffic patterns shall be adopted by resolution and by reference made a part of this chapter.

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

(1) All traffic inbound to the airport shall continuously monitor 122.8 Megahertz and, when approximately ten (10) miles from the airport, call Susanville UNICOM for airport advisory on surface weather conditions and airfield conditions;

(2) In the event Susanville UNICOM does not reply, the inbound pilot shall broadcast "in the blind" to the Susanville TRAFFIC, stating position and intentions;

(3) Departing pilots shall monitor 122.8 Megahertz, broadcasting their positions and intentions to Susanville TRAFFIC.

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

The number of aircraft tie downs available at the airport;
The number of aircraft based upon the airport;
The number of hangars situated in and upon the airport;
The number of gallons of aviation fuel sold at the airport during the preceding twelve (12) month period; and
The number of takeoffs and landings made at the airport during the preceding twelve (12) month period.

SEC. 3.,7 Vehicle Regulations

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

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

SEC 3.8 Commercial and Business Activities

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

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

SEC. 3.9 Liability of the City

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

SEC. 3.10 Comprehensive Insurance Requirements

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

SEC. 3.11. Penalties

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

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

SEC. 3.12 Enforcement

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

SEC. 3.13. Airport Safety Rules and Regulations

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

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

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

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

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

APPROVED: David W. Foster, Mayor

ATTEST: Mary A. Fahlen, CMC/City Clerk

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

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

Mary A. Fahlen

AGENDA ITEM NO. 12.A
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, City Clerk

Action Date: June 4, 2025

SUBJECT: Consider **Ordinance No. 25-1048**, amending the Susanville Municipal Code to allow City Council to act as Planning Commission

PRESENTED BY: Dan Newton, City Manager

SUMMARY:

Pursuant to Government Code section 65100, "The legislative body of each city and county shall by ordinance assign the functions of the planning agency to a planning department, one or more planning commissions, administrative bodies or hearing officers, the legislative body itself, or any combination thereof, as it deems appropriate and necessary. In the absence of an assignment, the legislative body shall carry out all the functions of the planning agency." In Susanville, the Planning Commission has been established by ordinance to be five members and two alternates who are residents and registered voters of the City. SMC 2.36.020-030. These positions are filled by a majority vote of the Council, and are compensated a salary of $75 per month. The City Council, at its April 4, 2025 meeting, approved moving forward with an ordinance that would permit the suspension of a separate body acting as the Planning Commission. The ordinance was introduced at the City Council's May 21, 2025 meeting and staff now requests the waiving of the second reading and the adoption of Ordinance No. 25-1048.

Ordinance No. 25-1048 provides authority for the City Council to either appoint planning commissioners (current practice) or adopt a resolution indicating that the City Council will assume the role of the planning commission. Once adopted, the Ordinance will not go into effect for 30 days, at which time the resolution establishing the City Council as the planning commission can be considered.

FISCAL IMPACT: Savings of $375/month, $4,500 annually

ACTION REQUESTED: Motion to waive the second reading and adopt Ordinance No. 25-1048, amending the Susanville Municipal Code to allow City Council to act as Planning Commission

ATTACHMENTS:
25-1048 Planning Commission .pdf

ORDINANCE NO. 25-1048
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AMENDING CODE TO ALLOW
CITY COUNCIL TO ACT AS PLANNING COMMISSION

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

SECTION 1:
City of Susanville Municipal Code sections 2.36.020, 2.36.040, 2.36.080, and 16.08.030 shall hereby be adopted as follows:

Section 2.36.020: Planning Commission Membership
The City's Planning Commission consists of five members, who shall be appointed by a quorum of the City Council. The City Council may also choose to appoint up to two alternate members to the commission. *By resolution, the City Council may also assume the role of The Planning Commission, and each councilmember will act as a planning commissioner.*

Section 2.36.040: Planning Commissioners' Term of Office.
The term of office shall be four years from the date of such appointment, unless otherwise provided by this chapter. *When the City Council is acting as the Planning Commission, each councilmember's term will run concurrently with their term in office as a City councilmember.*

Section 2.36.080: Planning Commissioners' Compensation.
Each member of the Planning Commission shall receive compensation, commencing on January 1, 1996, pursuant to Government Code section 36506 and any subsequent amendments and/or substitutions thereto as follows:
A monthly salary of $75 per month.
Alternate members *and City Councilmembers sitting as Planning Commissioners* shall not receive compensation.

Section 16.08.030 - Appeals. - Repealed
~~The decision of the planning commission may be appealed to the city council. Appeals must be submitted on the form provided by the city. Appeals must be received within 10 days of the planning commission's decision.~~
~~A report from the planning commission explaining their decision shall be transmitted to the city council prior to the council's consideration of the appeal application.~~
~~Section 2. The city clerk shall, within fifteen days after its passage, cause this Ordinance to be published at least once in the Modoc Record, an adjudicated newspaper of general circulation, published and circulated within the city.~~

SECTION 2:
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, clause, or phrases be declared invalid or unconstitutional.

SECTION 3:
This Ordinance shall take effect upon the thirty-first day after its final passage.

INTRODUCED at a regular meeting of the City Council of the city of Susanville, California, on the 21st day of May 2025, and adopted at a regular meeting of the City Council of the City of Susanville, California, on the 4th day of June 2025.

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of June 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AGENDA ITEM NO. 12.B
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Dan Newton, Administrative Services

Action Date: June 4, 2025

SUBJECT: Consider **Resolution No. 25-6440**, authorizing the expenditure of up to $24,000 from the City's General Fund to provide support to the HLVRA to extend the pool's operating season to accommodate the High School Swim Team's 2025 season and authorizing the City Manager to execute any agreements necessary to increase the City's annual contribution to the HLVRA for fiscal year 2025/26 in an amount up to $24,000.
Discussion regarding JPA and options to fund/operate the pool in future years.

PRESENTED BY: Dan Newton, City Manager

SUMMARY: At its May 21, 2025 meeting the City Council directed the City Manager to bring back an action item for the Council's consideration to support the HLVRA in extending the pool season to accommodate in the High School Swim Team in 2025. Staff has prepared Resolution No. 25-6440 for Council's consideration, which authorizes the expenditure of up to $24,000 of General Fund. Resolution No. 25-6440 also authorizes the City Manager to sign any agreements necessary to increase the City's annual contribution to the HLVRA for fiscal year 2025/26 in the amount of up to $24,000.

Although there may be other funding contributions made by Lassen County, Lassen High School, or local fund raisers, immediate action is needed to provide funding to extend the 2025 pool season. Resolution No. 25-6440 authorizes the expenditure of up to $24,000 although it is not likely the full amount of $24,000 will be needed.

FISCAL IMPACT: Up to $24,000

ACTION REQUESTED: Motion to approve Resolution No. 25-6440, authorizing the expenditure of up to $24,000 from the City's General Fund to provide support to the HLVRA to extend the pool's operating season to accommodate the High School Swim Team's 2025 season and authorizing the City Manager to execute any agreements necessary to increase the City's annual contribution to the HLVRA for fiscal year

2025/26 in the amount of up to $24,000.
Direction to staff regarding JPA and options to fund/operate the pool in future years.

ATTACHMENTS:
25-6440.pdf

RESOLUTION NO. 25-6440
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING THE EXPENDITURE OF UP TO $24,000 FROM THE CITY'S GENERAL FUND TO PROVIDE SUPPORT TO THE HONEY LAKE VALLEY RECREATION AUTHORITY (HLVRA) TO EXTEND THE POOL'S OPERATING SEASON TO ACCOMMODATE THE HIGH SCHOOL SWIM TEAM'S 2025 SEASON AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS NECESSARY TO INCREASE THE CITY'S ANNUAL CONTRIBUTION TO THE HLVRA FOR FISCAL YEAR 2025/26 IN AN AMOUNT UP TO $24,000

WHEREAS, the City of Susanville and Lassen County joined forces to form the Honey Lake Valley Recreation Authority (HLVRA) in 2013; and

WHEREAS, the HLVRA owns and operates the Honey Lake Valley Community pool, relying on revenue generated through the operation of the pool and annual contributions from the City and County in the amount of $80,000 each; and

WHEREAS, the HLVRA governing board recently took action to shorten the upcoming season by closing the pool at the end of August, rather than staying open well into October as has been the case over the past few years; and

WHEREAS, this action eliminates Lassen High School's ability to have their swim team; and

WHEREAS, the cost to operate the pool into September and October is estimated between $20,000 and $24,000; and

WHEREAS, the City Council desires to utilize available cash in its General Fund to support the HLVRA for the purpose of extending the operating season to accommodate the High School Swim Team; and

WHEREAS, time is of the essence, and although there may be other funding contributions made by Lassen County, Lassen High School, or local fund raisers, immediate action is needed to provide funding to extend the 2025 pool season.

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

1. The expenditure of up to $24,000 in General Fund available cash to extend the Honey Lake Valley Community Pool 2025 operating season to accommodate the High School Swim Team; and
2. That the City Manager may execute all agreements necessary to increase the City's annual contribution to the HLVRA for Fiscal Year 2025/26 in an amount up to $24,000; and
3. That the Finance Director is authorized to increase the Fiscal Year 2024/25 budget, if necessary, up to $24,000; and
4. That the City Manager is directed to coordinate with the HLVRA and determine the total amount of funding needed to extend the 2025 operating season, and in consideration of other funding contributions available, determine the total amount of City funds needed while maintaining the spirit of the JPA agreement with Lassen

County and establishing a 50/50 funding share with Lassen County, if Lassen County elects to participate.

APPROVED: _____
Mendy Schuster, Mayor

ATTEST: _____
Heidi Whitlock, Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council for the City of Susanville held on the 4th day of June 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AGENDA ITEM NO. 13.A
Discussion Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, City Clerk

Action Date: June 4, 2025

SUBJECT: Department Reports

PRESENTED BY: Dan Newton, City Manager

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

FISCAL IMPACT: None.

ACTION REQUESTED: Information only.

ATTACHMENTS:

AGENDA ITEM NO. 14.A
Discussion Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, City Clerk

Action Date: June 4, 2025

SUBJECT: Future Council Items

PRESENTED BY: Dan Newton, City Manager

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

FISCAL IMPACT: None.

ACTION REQUESTED: Possible direction to staff.

ATTACHMENTS:
250604.Future.Items.List.pdf

LAST THREE MONTHS (3/5/2025 to current)

BUSINESS FROM THE FLOOR	
7/16/2024	Consider doing away with the Planning Commission Board and have the planning department handle the duties - IN PROGRESS
3/5/2025	Request to allow a conex box to be placed at Riverside Park for team equipment
4/2/2025	Request to update sound system and to post meeting link on Facebook
5/7/2025	Request to bring a discussion item before the Council to overturn the HLVRA closing the shoulder seasons of the pool to include financials.
5/21/2025	Request to continue offering City support for the 2026 Farmer's Market
Council requested - FUTURE COUNCIL ITEMS	
2/19/2025	Request to add three additional positions to the Public Works Department as well as a list of vacancies within that department
2/19/25 & 5/21/25	Request to provide a report on the status of Susanville's fire hydrants due to the recent fires in Southern CA.
3/5/2025	Request to bring back discussion item regarding council chamber sound system (update on what staff is working on was provided at the 5/21/25 meeting)
4/16/2025	Request to review the frontage improvements (curb, gutter & sidewalk) requirement and consider moritorium to be in line with the moritorium on mitigation fees
Completed List Items	
~~3/19/2025~~	~~Request to bring back an item regarding the use of discretionary funds~~ Brought back on 4/2/2025
~~3/19/2025~~	~~Request to bring back the proclamation moratorium for discussion~~ Brought back on 4/2/2025