

**REGULAR MEETING
DUNSMUIR CITY COUNCIL
COUNCIL CHAMBERS
5902 DUNSMUIR AVE, DUNSMUIR, CA
JULY 2, 2015
CLOSED SESSION: 5:30 P.M.
REGULAR SESSION: 6:00 P.M.**

As a courtesy, please turn off cell phones and electronic devices while the meeting is in session. Thank you.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CLOSED SESSION:**
 - A. **Conference with Legal Counsel – Wilde v. City of Dunsmuir**
Pursuant to subdivision (b) of Section 54956.9: one case
4. **FLAG SALUTE**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**
 - A. **June 18, 2015**
7. **COMMITTEE REPORTS**
 - A. **Big Fish/Trophy Trout committee**
 - B. **RWMP Committee**
 - C. **Website Committee**
 - D. **Solid Waste Committee**
 - E. **SCORE**
8. **ANNOUNCEMENTS AND PUBLIC COMMENT**

Regular City Council meetings are televised on Channel 15 to keep the City residents informed of City Council actions and deliberations that affect the community (meetings are scheduled to be televised on the 1st and 3rd Thursday of each month. Meetings that take place on dates other than the 1st and 3rd Thursday will not be televised

This time is set aside for citizens to address the City Council on matters listed on the Consent Agenda as well as other items **not** included on the Regular Agenda. If your comments concern an item noted on the Regular Agenda, please address the Council when that item is open for public comment. **Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time.** Comments should be limited to matters within the jurisdiction of the City. Speaker forms are available from the City Clerk, 5915 Dunsmuir Ave, Dunsmuir, on the City's website, or on the podium in the meeting hall.

The City Council can only take action on matters that are on the Agenda, but may place matters brought to their attention at this meeting on a future Agenda for consideration. If you have documents to present to members of the City Council, please provide a minimum of seven (7) copies.

9. ANNOUNCEMENTS AND REPORTS FROM COUNCIL AND STAFF:

Members of the Council or staff may ask questions, request reports for a later meeting, or ask that an item be placed on a future agenda on any subject within the Council's jurisdiction.

10. CONSENT AGENDA

The Consent Agenda consists of proposed actions on business matters which are considered routine and for which approval is based on previously approved City policy or practice. The Consent Agenda will be approved by a single motion to "Adopt the Consent Agenda" and Council Members will vote without debate. Council Members may remove a Consent Agenda matter for any reason and request that it be placed on the Agenda for discussion and consideration. Matters removed from the Consent Agenda will be placed on the agenda as an item of "New Business" for discussion and consideration.

A. Consideration and adoption of Resolution No. 2015- authorizing release of retention for construction of WWTP improvements

B. Consideration and adoption of Resolution No. 2015- setting pay rates for employees in accordance with MOU

11. PUBLIC HEARING:

Public Hearing Protocol:

- a. Mayor will describe the purpose of the Public Hearing
- b. City Staff will provide the Staff Report
- c. City Staff will respond to questions by the City Council
- d. Mayor will open the Public Hearing
- e. Citizens wanting to comment will come to the podium, provide the City Clerk with their name and address and provide their comments.
- f. Mayor will close the Public Hearing

A. Consideration and second reading and adoption of Ordinance No. 547, implementing mandatory water conservation measures pursuant to Section 350 of the California Water Code

B. Consider and appoint Planning Commissioner (2 applications)

C. Consider and appoint members to Airport Committee (2 applications)

12. OLD BUSINESS

A. Consider and provide direction regarding referendum petition on Ordinance No. 544

13. NEW BUSINESS

A. Consider and provide direction regarding MOU for Siskiyou Sheriff's services for 2015-16

B. Consider and authorize application to be submitted for mosaic tile improvements to Belnap fountain

C. Consider appointments to CDBG/EDBG loan committee

D. Consider and approve new procedure for processing of bills and city checks

E. Consideration of staff recommendation to request bids for removal of trees in public right of way that are deemed unsafe, dead or dying

F. Consideration and presentation by Councilman Deutsch regarding provision of fiber optics in Dunsmuir

14. ADJOURNMENT:

Copies of this agenda were posted at City Hall, Dunsmuir City Library, Dunsmuir Park and Recreation District Office and at the Post Office on or before 6:00 p.m., Sunday, June 28, 2015.

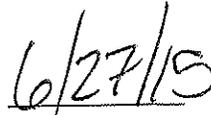
The City of Dunsmuir does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability or any other legally protected classes in employment or provision of services. Persons who need accommodations for a disability at a public meeting may call City Hall at (530) 235-4822 for assistance. Notification 48 hours prior to the meeting will enable the City reasonable arrangements to accomodate participation in the meeting.

CERTIFICATION

This is the official Dunsmuir City Council Agenda created and posted in accordance with the Dunsmuir City Council Protocols.



Kathryn Wilson, City Clerk



Date

July 2, 2015 6:00 A.M.

**CITY OF DUNSMUIR
CITY COUNCIL MEETING MINUTES
JUNE 18, 2015**

CALL TO ORDER:

Meeting called to order at 6:00 pm by Mayor Keisler.

ROLL CALL:

Council members present: Craig, Spurlock, Deutsch, Keisler

Council member absent: Syrrist

City staff present: Johnsen

City official present: Wilson

Flag salute

APPROVAL OF AGENDA:

Motion to approve agenda by Deutsch, second by Craig. Voice vote: 4-0-0-1, motion carried.
(Deutsch, Craig, Spurlock, Keisler: Aye, Syrrist: Absent)

APPROVAL OF MINUTES: June 4, 2015

Motion to approve minutes by Craig, second by Spurlock. Voice vote: 4-0-0-1, motion carried.
(Deutsch, Craig, Spurlock, Keisler: Aye, Syrrist: Absent)

COMMITTEE REPORTS:

Trophy Trout Committee: Review by Interim City Manager Johnsen, explaining that the stocking permit has been received and that stocking would begin the following week. He stated that several rivers that are notorious for their good fishing have been closed, and that the Upper Sacramento should be one of the best rivers to fish this summer. He reviewed that some hatcheries have been closed due to a fish parasite, but that Mt. Lassen Fish Hatchery has not been affected.

Finance committee: ICM Johnsen reviewed that the 2013-2014 audit would begin in July. He reviewed the status of the 14/15 bookkeeping system stating that everything is now current. He reviewed the current process of payment on warrants, and explained that the recommendation is to change so the bills would be approved prior to the checks being sent.

Water Ad Hoc Committee on Water Master Plan Update and Water Rates
ICM Johnsen read a report outlining each of the four meetings held by the Committee. See attached report.

Council member Deutsch reviewed the process, explaining that there are a lot of scenarios. He explained that the Committee is going through a systematic process to identify the cost to maintain and upgrade the system, and that staff is currently gathering information to go to PACE Engineering. He explained that it is an ongoing process, and that it is taking longer because the Committee is trying to do it right.

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CITY OF DUNSMUIR MEETING MINUTES
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Council member Craig stated that the Committee is making an effort to provide a lifeline rate to low income people so they are not as adversely affected. He stated that the committee is making an effort to fix the failing infrastructure in a responsible way.

ANNOUNCEMENTS AND PUBLIC COMMENT:

Audience member Laurie Barnes-Harley stated her feelings that Railroad Days had a great year. Chamber of Commerce Director Richard Dinges stated that Railroad Days had a good turnout, and expressed his hope that next year would be even better. He reviewed the Tribute to the Trees concert to be held the following Saturday.

Audience member Peter Arth spoke regarding the Master Plan/Rate Study Committee report, stating that the committee is doing nothing but absorbing information that has been available for the last six years. He stated that the longer the delay in increasing rates, the more expensive it will be to repair the system. He stated that a decision needs to be made that will benefit all users, and that the delay is not benefitting anyone.

Audience member Michael Bush stated that he felt that the Committee is doing the right thing by learning, studying, and taking their time gathering information before making a decision.

Siskiyou County Sheriff's Sergeant Rees gave the May statistics for the City.

Audience member Leslie Wilde expressed concern that she had requested to meet with a sheriff's deputy on a previous night and was told that there were none in town. She stated that she had called the police department about a trespassing situation and had been told that it was none of their business. She stated that she had been told to contact the City, and that the City had told her to contact the police department.

Ms. Wilde stated that voters should decide if rates go up, and that the rate increase should be incremental. She stated that turning off the water of elderly people would be hazardous.

Ms. Wilde expressed that she did not feel that the City Treasurer should be authorized to sign checks. She stated that Council should consider not allowing those not authorized to approve expenditures should not be authorized to sign checks.

ANNOUNCEMENTS AND REPORTS FROM COUNCIL AND STAFF:

ICM Johnsen reviewed the City-wide cleanup to be held on Saturday. He stated that the City Treasurer would not be signing any checks that had not already been approved by Council. Council member Deutsch reiterated that the City is looking at all options regarding water rates, and that the Committee is trying to determine how best to meet the needs of the City.

CONSENT AGENDA:

- A. Authorize ICM to execute one day ABC license application as part of Dunsmuir Botanical Gardens June 20 fundraiser and concert at Botanical Gardens, 3pm to 9pm
- B. Consideration and adoption of Resolution No. 2015-17 authorizing signors of City Bank accounts

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CITY OF DUNSMUIR MEETING MINUTES

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C. Consideration and adoption of Resolution No. 2015-18 authorizing signors of Local Agency Investment Fund (LAIF) account

D. Consideration and adoption of Resolution No. 2015-19 appointing representatives to the SCORE Board of Directors

E. Receive and file memorandum from City Attorney regarding referendum of Ordinance No. 544

Motion to approve by Craig, second by Deutsch. Voice vote: 4-0-0-1, motion carried. (Deutsch, Craig, Spurlock, Keisler: Aye, Syrrist: Absent)

PUBLIC HEARING:

A. Consideration and second reading and adoption of Ordinance No. 546, and Ordinance of the City Council of the City of Dunsmuir amending the Zoning Code
Review by ICM Johnsen, explaining that this would be the second reading and adoption. He reviewed code changes and stated that it would create greater flexibility in creating housing, especially in high-density areas, for low-income.

Public Hearing Open: 6:35 pm

Public Hearing Closed: 6:35 pm

Motion to read by number and title only by Deutsch, second by Craig. Voice vote: 4-0-0-1, motion carried. (Spurlock, Craig, Deutsch, Keisler: Aye, Syrrist: Absent)

Motion to approve second reading and adopt Ordinance No. 546, An Ordinance of the City Council of the City of Dunsmuir amending the Zoning Code by amending Section 17.040.050-Definitions; Section 17.12.020-Single Family residential R-1 District; Section 17.02.030-Duplex Residential R-2 District; Section 17.12.020-Single Family Residential R-1 District; Section 17.12.030-Duplex Multiple-Residential and Professional R-4 District; Section 17.12.060-Neighborhood Commercial C-1 District; Section 17.12.070-Central Commercial C-2 District; Add section 17.16.100-Second Dwelling Units; Add section 17.16.110-Single-Room Occupancy Residential Unit (SRO); Add section 17.16.120-Emergency Shelter; And adding Chapter 17.36-Affordable Housing Incentives/Residential Density Bonuses by Mayor Keisler, second by Craig. Roll Call vote: 4-0-0-1, motion carried. (Craig, Spurlock, Deutsch, Keisler: Aye, Syrrist: Absent)

OLD BUSINESS:

A. Consider request from Don Harley to exempt green businesses from trash charges
Review by ICM Johnsen, explaining that some businesses might not create refuse, and that there is a conflict between City Code and what was adopted by Council several years prior. He stated that it is unclear what is in place right now due to the delay of Ordinance 544. He stated that Council needs to determine if trash fees would be mandatory or not and if there would be exemptions for businesses that create no waste.

Audience member Peter Arth expressed disappointment that Council has not moved forward with a green waste program, stating that it would save energy, money, and would help the environment.

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Audience member Leslie Wilde expressed support for the exemption, stating that she would be applying for one. She stated that she is currently charged a commercial rate for her can, and that businesses can't opt-out of having a can.

Audience member Mark Juarez expressed support for the idea of having a green waste program.

Audience member Don Harley stated that the exemption would be easy to do, and that it would show admiration for those who operate green businesses.

Audience member Ana Mulvaney stated that the idea had been considered several years ago, and that with so many vacation rentals in Dunsmuir, it was not feasible to allow some to go without paying trash fees. She stated that prior to approving any exemptions, there are issues like this to consider.

Council member Deutsch asked how many businesses could potentially apply for the exemption. ICM Johnsen stated that the number was unknown. Discussion.

Council member Craig stated that there could be a health and safety issue in ensuring that trash is not piling up, and that the other issue would be to ensure that the system would be economically solvent. He stated that a solid waste rate study would help determine overall rates, and stated that he liked the idea of seeing what other cities are doing.

Council directed staff to look into examples of what other cities are doing, and to report at the next meeting how many businesses desire to be part of an exemption. Staff also directed to ask Clemens Waste Removal to gather data regarding which cans are consistently empty.

B. Consider and adopt Resolution No. 2015-20 authorizing fee payment to David Hicks of binding award as filed by State Bar of California

Review by ICM Johnsen, explaining that the arbitrator found that the City needs to pay Mr. Hicks a total of \$17,145.37. He recommended adopting the Resolution in order to be in compliance.

Audience member Peter Arth expressed hope that the Council learned that the City does not do well with being at war with the City Attorney. He stated that the Council, City Manager, and City Attorney need to work as a team.

Audience member Leslie Wilde stated that the arbitrator has stated that the appointment of Mr. Hicks was legal, and now the City was going to have to pay the fees. She stated that the circus created by the issue was sad and disgusting, and hoped that Council would not forget.

Mayor Keisler stated that the reason the amount was disagreed upon was due to the fact that Mr. Hicks charged the City \$30,000 for two and one-half months of work when the previous City Attorney was paid \$40,000 for one year.

Council member Craig stated that the issue was left up to the arbitrator to decide what was legitimate and what was not. He stated that the item should be paid, and the City should move on.

Council member Deutsch reviewed an April 2014 City Council meeting, during which he stated that he witnessed three people decide that they wanted their 'buddy' to get paid. He stated that the City paid in two months what another City Attorney would make in an entire year. He

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stated that out of the two months Mr. Hicks worked, only two assignments were authorized by the City Manager. He stated that the former Council Member acts as though she had a right to feel aggrieved, but that she wasted \$30,000 of City money. He stated that as responsible adults, the amount would be paid whether they liked it or not.

Motion to approve by Deutsch, second by Craig. Roll call vote:

Ayes: 4 Craig, Spurlock, Deutsch, Keisler

Noes: 0

Abstain: 0

Absent: 1 Syrrist Motion carried, 4-0-0-1.

C. Consider and adopt Resolution No. 2015-21 amending HCD Resolution No. 2015-13 adopted June 4 and authorize application for supplemental activity

Review by ICM Johnsen, explaining that the CDBG and EDBG dollar amounts need to remain separate. He stated that there is \$97,000 that can be used on water main replacement, and that with an increase in cost, the money will make the grant go further than currently anticipated. He stated that there would be \$167,500 for revolving business loans, and \$97,000 for supplemental grant funds, which he would be filing for the following day. Discussion. Council member Craig asked about the timeline to develop the loan fund. ICM Johnsen stated that after State approval, applications could be submitted, and that he is currently working to create a loan committee.

Motion to approve by Craig, second by Spurlock. Roll call vote:

Ayes: 4 Craig, Spurlock, Deutsch, Keisler

Noes: 0

Abstain: 0

Absent: 1 Syrrist Motion carried: 4-0-0-1.

NEW BUSINESS:

A. Consideration of proposal for Records Management Services

Review by ICM Johnsen, recommending that Council look into the idea in the future. He stated that the proposal presented is designed for a larger city, and stated that in the future, the amount could be negotiated. Discussion.

Motion to receive and file proposal for Records Management Services, and to direct the next City Manager to negotiate the amount of the proposal by Mayor Keisler, second by Craig. Voice vote: 4-0-0-1, motion carried. (Spurlock, Craig, Deutsch, Keisler: Aye, Syrrist: Absent)

B. Introduction of Ordinance No. 547 Implementing Mandatory Water Conservation Measures pursuant to Section 350 of the California Water Code

Review by ICM Johnsen, explaining that the State is requiring conservation measures due to drought. He explained that that by adopting the Ordinance, the City would not be required to provide reports to the State. He reviewed the Ordinance, reading prohibited conditions. He explained that the Ordinance is temporary, expiring April 2016, unless extended by the Governor. Discussion.

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Motion to read by title and number only by Deutsch, second by Spurlock. Voice vote: 4-0-0-1, motion carried. (Spurlock, Deutsch, Craig, Keisler: Aye, Syrrist: Absent)

Motion to introduce and pass first reading of Ordinance No. 547 of the City Council of the City of Dunsmuir implementing mandatory water conservation measures pursuant to Section 350 of the California Water Code, and set July 2, 2015 for public hearing, second reading and adoption thereof by Keisler, second by Craig. Roll call vote:

Ayes: 4 Craig, Spurlock, Deutsch, Keisler

Noes: 0

Abstain: 0

Absent: 1 Syrrist Motion carried: 4-0-0-1.

C. Reorganization of City Council assignments to committees

Mayor Keisler asked about a Planning Commission appointment. ICM Johnsen stated that he has recently received two applications. Interviews to be held next Council meeting.

Council Committee appointments:

Economic Development/Tourism: Spurlock, Deutsch

Finance: Craig, Deutsch (Staff member ICM Johnsen until CFO position filled)

Public Facilities and Services: Craig, Spurlock.

Public Safety: Keisler, Spurlock

Airport: Spurlock, Deutsch Interested citizens asked to submit applications for membership.

Solid Waste: Craig, Deutsch (Staff member ICM Johnsen) Interested citizens asked to submit applications for membership.

CDBG Loan Committee: Keisler

Master Water Plan Update and Water Utility Rate Study: Craig, Deutsch. Interested citizens asked to submit application for membership.

Protocols: Craig, Spurlock

Audio and Video system in Council Chamber: Spurlock, Deutsch

League of Local Agencies: Keisler, Spurlock

Integrated Regional Water Management Plan: Craig, Syrrist

City Website: Craig, Deutsch

Weed/Mt. Shasta/Dunsmuir Trail Committee: Keisler, Syrrist

Regional Integrated Waste Management Council: Craig, Deutsch (Deutsch as alternate)

Council members Craig expressed interest in LAFCo (Local Agency Formation Commission) and Spurlock in the Siskiyou County Local Transportation Commission. ICM Johnsen to submit letters of interest.

D. Designation of voting delegate and up to two alternates for League of California Cities Annual conference September 30 to October 2, San Jose

Review. Mayor Keisler to attend as voting delegate, Craig and Spurlock as alternates.

Council member Deutsch led the attendees in singing 'Happy Birthday' to Council Member Spurlock.

Motion to adjourn by Craig, second by Spurlock.

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CITY OF DUNSMUIR MEETING MINUTES
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ADJOURNMENT: 8:05 PM

Mayor Keisler

ATTEST:

City Clerk Wilson

July 7, 2015 10. A.

City Manager

From: Jessica Chandler <JChandler@paceengineering.us>
Sent: Friday, June 19, 2015 8:33 AM
To: City Manager
Cc: Tom Warnock; Downey, Michael@Waterboards; Ron Larue; Julie Iskra
Subject: Release of Retention for Warranty Work
Attachments: Retention Letter_warranty work.pdf

Randy,

I have attached RTA's invoice for the remaining retention of \$8,550.00. This money was held by the City until the failed coating on the traveling bridge filter was corrected. This work was completed along with a list of other warranty items as of June 17, 2015. Therefore, the amount now due to RTA is \$8,550.00.

Please give me a call if you have any questions.

Thanks,
Jessica Chandler
PACE Engineering
1730 South St.
Redding, CA 96001
(530) 244-0202



June 19, 2015

204.44B

SENT BY EMAIL ONLY

utilitybilling@ci.dunsmuir.ca.us

Randy Johnsen
City of Dunsmuir
5915 Dunsmuir Avenue
Dunsmuir, CA 96025

Dear Randy,

Subject: Wastewater Collection Improvement Project CWSRF C-06-7820-110
Schedule B Release of Retention

On June 17, 2015, an inspection of the subject project was made by Jessica Chandler of PACE Engineering and the City's Utilities Supervisor Ron LaRue. The warranty items were addressed and found to be complete. The following items were corrected by the Contractor, including: recoating the traveling bridge filter cross members, replacing the neoprene wipers on the clarifier, and fixing electrical/valve boxes that were sinking. The traveling bridge filter manufacturer, Aqua-Aerobic Systems, Inc., has extended the warranty on the tank coating for one year, which will commence today as the work is now complete.

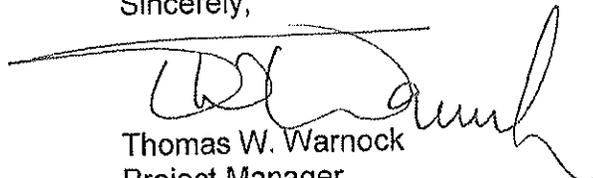
Enclosed is the final Retention Pay Estimate showing the total contract amount of \$3,654,124.39 and the amount now due to the Contractor of \$8,550.00.

Our records indicate that you have paid the Contractor a total of \$3,645,574.39 to date. Please verify that your past payments equal this amount before making final payments.

Please sign the final Retention Pay Estimate and forward copies to PACE and the Contractor.

We believe that this concludes the documents necessary to complete the project transactions.

Sincerely,



Thomas W. Warnock
Project Manager

TW/JC

Enclosures

c w/enc: Michael Downey, SWRCB DFA, MDowney@waterboards.ca.gov
Ron LaRue, City of Dunsmuir, wwtp@ci.dunsmuir.ca.us;

M:\Jobs\0204\0204.44 SDC Schedule B\Word\Retention Letter_warranty work.doc

Wastewater Collection & Treatment Improvement Project, Schedule B - Treatment
PAYMENT APPLICATION AND CERTIFICATION

Sheet 1 of 7

Application No. 16 - Final Retention Period From 8/21/14 To: 11/26/14

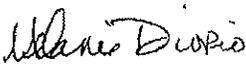
Application Date 6/18/15

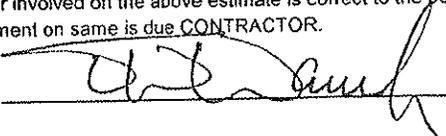
OWNER: City of Dunsmuir
5915 Dunsmuir Avenue, Dunsmuir, CA 96025

CONTRACTOR: RTA Construction, Inc.
9614 Tanqueray Court, Redding, CA 96003
Taxpayer Identification No. 26-2792814 (1340)

1	Original Contract Price	\$ 3,568,000.00	
2	Approved Contract Modifications to Date	\$ 86,124.39	
3	Revised Contract Amount (Sum Lines 1,2)		\$ 3,654,124.39
4	Total Value of Original Contract Work Completed To Date (Schedule of Values Attached)	\$ 3,568,000.00	
5	Total Value of Contract Modification Work Completed To Date (See Attachment)	\$ 86,124.39	
6	Materials On Hand		
	Previous Materials On Hand	\$ 54,373.50	
	Used Amount of Materials on Hand Subtracted	\$ (54,373.50)	
	New Amount of Materials on Hand Added	\$ -	
	Current Materials on Hand	\$ -	
7	Work Completed to Date (Sum Lines 4, 5, and 6)		\$ 3,654,124.39
8	Work Completed Percentage (Line 7 Divided by Line 3, X 100) =		100%
9	Payment Retainage (<u>10%</u> x Line 7) 0%		
	a. When Work Reaches 50% Complete (Line 3 X 50% X 10%)		\$ -
10	Total Earned to Date, Less Retainage (Line 7 less Line and 9)		\$ 3,654,124.39
11	Less Previous Payments		\$ 3,645,574.39
12	Current Payment Due (Line 11 less Line 12)		\$ 8,550.00

I hereby certify to the best of my knowledge, information, and belief, that--
 (i) The amounts requested are for performance in accordance with the Specifications, terms, and Conditions of the Contract;
 (ii) Payments to lower-tier subcontractors and suppliers will be made from the proceeds of the payment covered by this certification, in accordance with the Contract Agreement and the requirements of Chapter 39 of Title 31, United States Code;
 (iii) This request for payment does not include any amounts which the Contractor intends to withhold or retain from a lower-tier subcontractor or supplier in accordance with the terms and conditions of the Subcontract;
 (iv) The Work has been completed in accordance with the Contract Documents, that the current payment shown herein is now due, and that title for all Work, materials, and equipment covered in this Application will pass to the Client free and clear of all liens at the time of payment.

CONTRACTOR:  6/18/2015
 Date

I hereby acknowledge that the material and labor involved on the above estimate is correct to the best of my knowledge, information, and belief, and payment on same is due CONTRACTOR.
 Engineer:  6-19-15
 Date

Owner: _____ Date

July 7, 2015 10. B.

RESOLUTION NO. 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR
ESTABLISHING GRADUATED SALARY SCHEDULE
COVERING REPRESENTED CLASSES IN THE UNIT REPRESENTED BY
OPERATING ENGINEERS LOCAL NO. 3, AFL-CIO**

WHEREAS, the City of Dunsmuir and employees in unit represented by Operating Engineers Local No. 3, AFL-CIO, are in the third year of a four year Memorandum of Understanding that covers wages, benefits, and working conditions; and

WHEREAS, Rule III Compensation Plan established a graduated salary schedule for covered employees of seven steps with 1% increase between each step and requirement for advancement to next step to be work twelve months of service and written evaluation of "meets standards or better"; and

WHEREAS, the graduated compensation plan was implemented in 2007 and requires annual salary increases equivalent to percentage as represented in year ending December column of the preceding year CPI-W "West" schedule for urban and clerical workers; and

WHEREAS, the appropriate CPI adjustment is determined to be 2.3% and is to be effective July 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dunsmuir that the following hourly salary schedule shall be effective July 1, 2015 for the classifications of positions noted:

Administrative Secretary	Step 1 \$16.63	Step 7 \$18.73
Accounting Clerk	Step 1 \$18.56	Step 7 \$19.72
Utilities Supervisor	Step 1 \$23.49	Step 7 \$24.95
Utilities Maintenance I	Step 1 \$16.65	Step 7 \$17.69
Utilities Maintenance II	Step 1 \$21.04	Step 7 \$22.34
Utilities Maintenance III	Step 1 \$21.04	Step 7 \$22.34
Public Works Supervisor	Step 1 \$20.40	Step 7 \$21.67

Public Works Maintenance I	Step 1 \$19.38	Step 7 \$20.59
Public Works Maintenance II	Step 1 \$18.35	Step 7 \$19.49

BE IT FURTHER RESOLVED that the part-time Community Services Officer position shall receive a same percentage increase to \$ _____ per hour effective July 1, 2015.

* * * * *

IT IS HEREBY CERTIFIED that this Resolution was introduced and adopted by the City Council of the City of Dunsmuir at a regular meeting held on July 2, 2015 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Dave Keisler, Mayor

ATTEST:

Kathryn Wilson, City Clerk

Administrative Secretary	
Step 7	18.73
Step 6	18.54
Step 5	18.35
Step 4	18.17
Step 3	17.99
Step 2	17.81
Step 1	17.63

Utilities Maintenance I	
Step 7	17.69
Step 6	17.51
Step 5	17.33
Step 4	17.16
Step 3	16.99
Step 2	16.82
Step 1	16.65

Accounting Clerk	
Step 7	19.72
Step 6	19.52
Step 5	19.32
Step 4	19.13
Step 3	18.94
Step 2	18.75
Step 1	18.56

Utilities Maintenance II	
Step 7	22.34
Step 6	22.12
Step 5	21.90
Step 4	21.68
Step 3	21.46
Step 2	21.25
Step 1	21.04

Community Services Officer	
Step 7	10.41
Step 6	10.31
Step 5	10.21
Step 4	10.11
Step 3	10.01
Step 2	9.91
Step 1	9.81

Utilities Maintenance III	
Step 7	22.34
Step 6	22.12
Step 5	21.90
Step 4	21.68
Step 3	21.46
Step 2	21.25
Step 1	21.04

Utilities Supervisor	
Step 7	\$ 24.95
Step 6	\$ 24.70
Step 5	\$ 24.45
Step 4	\$ 24.21
Step 3	\$ 23.97
Step 2	\$ 23.73
Step 1	\$ 23.49

Public Works Supervisor	
Step 7	21.67
Step 6	21.45
Step 5	21.24
Step 4	21.03
Step 3	20.82
Step 2	20.61
Step 1	20.40

Public Works Maintenance I	
Step 7	20.59
Step 6	20.38
Step 5	20.18
Step 4	19.98
Step 3	19.78
Step 2	19.58
Step 1	19.38

Public Works Maintenance II	
Step 7	19.49
Step 6	19.30
Step 5	19.11
Step 4	18.92
Step 3	18.73
Step 2	18.54
Step 1	18.35

City Council Agenda Item

Interim City Manager Staff Report

Public Hearing

Item No: 11.A.
Date: July 4, 2015
Subject: Consideration and second reading and adoption of Ordinance No. 547 implementing mandatory water conservation measures pursuant to Section 350 of the California Water Code

Within the body of the Ordinance there are several reasons listed for water conservation measures. A request for residents and businesses to voluntarily conserve was posted and passed out starting three weeks ago. New regulations now being imposed by State Water Resources Control Board give smaller public water providers the options of providing monthly reports that a 25% reduction in potable water usage is being attained compared to 2013, or imposing mandatory conservation measures and not reporting.

The recommended Ordinance will impose mandatory conservation measures through April 1, 2016. It is hoped that by that time there will have been a wet winter and reservoirs will be approaching safe capacity levels.

Recommendation: Move to read by title and number only. (This must be unanimous or someone will need to read the Ordinance in its entirety.)

Move to pass second reading and adopt Ordinance No. 547, An Ordinance of the City Council of the City of Dunsmuir implementing mandatory water conservation measures pursuant to Section 350 of the California Water Code.

ORDINANCE NO. 547

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR IMPLEMENTING MANDATORY WATER CONSERVATION MEASURES PURSUANT TO SECTION 350 OF THE CALIFORNIA WATER CODE

The City Council makes the following findings:

1. On January 17, 2014, the Governor of the State of California issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions; and

2. On April 1, 2015, the Governor of the State of California issued an Executive Order mandating the reduction in potable urban water usage; and

3. On May 5, 2015, the State Water Resources Control Board (SWRCB) adopted emergency regulations to achieve a 25% reduction in urban use of potable water by February 2016; and

4. The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist and will likely continue for the foreseeable future; and

5. Section 350 of the California Water Code permits the governing board of a public water supply to declare a water shortage emergency and to impose mandatory water conservation measures; and

6. The drought conditions within the State of California constitute an emergency and the City Council does hereby find that these conditions constitute a water shortage emergency as defined by Section 350 of the California Water Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUNSMUIR
DOES ORDAIN AS FOLLOWS:**

Section 1. Chapter 13.06 of the Dunsmuir City Code is hereby adopted to read in its entirety as follows:

CHAPTER 13.06 - WATER SHORTAGE EMERGENCY PROVISIONS

13.06.010 - Definitions. The following definitions shall apply to this Chapter:

(1) "City" means the City of Dunsmuir.

(2) "Potable Water" means water suitable and approved for consumption by human beings which has been provided by the City's municipal water system, any private well, any spring, or any other governmental or private source, except for recycled wastewater.

13.06.020 - Prohibited Conditions. To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by the City or a state or federal agency:

(1) The application of Potable Water to outdoor lawns or landscapes in a manner that causes surface runoff onto property not owned by the person who own the property to which the water was being applied, or to any non-irrigated areas, paved areas, private or public sidewalks or walkways, roadways, parking lots, ditches, drains, or structures.

(2) The use of a hose that dispenses Potable Water to wash a vehicle, except where the hose is fitted with a shut-off nozzle or other device that causes it to cease dispensing water immediately when not in use.

(3) The application of Potable Water to clean driveways and sidewalks.

(4) The use of Potable Water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

(5) The application of Potable Water to outdoor landscapes during and within 48 hours after measurable rainfall.

(6) The serving of drinking water other than upon request in any restaurant, cafe, cafeteria, bar, or other public place where food or drink are served.

(7) The use of Potable Water for cooling purposes, except when recirculated.

(8) Any drinking fountain except those which provide water only when actively manipulated by the user.

(9) Water lines, hoses, faucets, or other water fixtures which leak.

(10) Any toilet tank valve which does close and remains closed until activated.

(11) The construction or creation of any new pool, pond, reservoir, or other body of water, except that decorative reservoirs which are part of a recirculating system and which are sealed against leakage and seepage are permitted.

(12) The installation of any new landscape irrigation system which does not utilize drip irrigation where feasible.

(13) The installation or creation of any new grass lawn area, except that lawns on lots containing a sole single-family residence and its outbuildings may have a grass lawn(s) of not more than a total of 1000 square feet and provided that its grasses consist of only drought-resistant varieties.

(14) The installation of any toilet or shower head which does not meet current water-conservation standards in the applicable state or local building code.

(15) The irrigation of any lawn between the hours of 7 am and 7 pm.

(16) The operation of any commercial car wash which does not use recirculated water.

(17) Any other extraordinary usage, or waste of significant amounts of Potable Water.

13.06.030 - Hotels and Motels. To prevent the waste and unreasonable use of water and to promote water conservation, the operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

13.06.040 - Outdoor Landscape Irrigation.

(1) Outdoor irrigation of ornamental landscapes, lawns, or gardens is limited to no more than two (2) days per week and not longer than thirty (30) minutes on each such occasion. For properties with even-numbered street addresses, such watering is limited to Saturdays and Wednesdays only. For properties with odd-numbered street addresses, such watering is limited to Sundays and Thursdays only. This 2 days per week limitation shall not apply to gardens for produce and vegetables, but does apply to flower gardens.

(2) Nothing in this Chapter shall prohibit watering foliage by using a hand-held container on any days and at any time.

(3) The irrigation of public schools, public parks, and cemeteries shall take place on Mondays and Fridays.

13.06.050 - Expiration. This ordinance shall expire and be of no further force or effect as of April 1, 2016, provided, however, that the City Council may extend the expiration date by one or more resolutions adopted before, or within thirty (30) days after its scheduled expiration.

13.06.060 - Exceptions. The City Council may, by resolution, grant temporary exceptions or variances to this ordinance upon finding that special circumstances exist whereby its strict application would create a danger or great hardship to the public or any property owner.

13.06.070 - Penalties and Remedies. Any violation of this Chapter shall be punishable in the manner described in Chapter 1.08 of the Dunsmuir City Code, and/or other applicable City ordinances. In addition or as alternative thereto, the City may seek injunctive relief from the Superior Court.

Section 2. CEQA. This ordinance is not a “project” subject to the California Environmental Quality Act (CEQA). “Project” does not include “general policy and procedure making” or “organization or administrative activities of governments that will not result in direct or indirect physical changes in the environment” pursuant to CEQA Guidelines 15378(b).

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of the Ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances. The City Council of the City of Dunsmuir hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

Section 4. Publication. The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code section 36933 and shall certify to the adoption of this Ordinance.

* * * * *

Introduced and first read at a regular meeting of the City Council held on the 18th day of June, 2015, by the following vote:

AYES: Craig, Deutsch, Spurlock, Keisler
NOES: None
ABSENT: Syrrist
ABSTAIN: None

Ordinance No. 547
Page 4 of 4

Final passage and adoption by the Dunsmuir City Council occurred at a regular Dunsmuir City Council meeting held the 2nd day of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dave Keisler, Mayor

ATTEST:

Kathryn Wilson, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Dunsmuir will hold one public hearing on Thursday, July 2, 2015 at 6:00 p.m. The public hearing will be held at the City of Dunsmuir Council Chambers, 5902 Dunsmuir Ave, Dunsmuir, CA.

The second reading and adoption of Ordinance No. 547, an Ordinance of the City Council of the City of Dunsmuir, California, implementing mandatory water conservation measures.

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to Randy Johnsen, City Manager, City of Dunsmuir, 5915 Dunsmuir Ave, Dunsmuir, CA 96025. In addition, information may be obtained at the above address between the hours of 9:00 a.m. and 4:30 p.m. on weekdays. Verbal and written comments will be accepted at the meeting.

Should any person challenge the proposal in court, that person may be limited to raising only those issues raised at the public hearings or in written correspondence delivered to City Hall prior to the public hearings. The City will not accept facsimile comments, or comments without an original signature. Since the comments are part of the official record please be sure that the comment is legible, including the name of the author or signatory. For further information regarding the above project, please contact Randy Johnsen, Interim City Manager by telephoning 530.235.4822 ext. 103 or emailing citymanager@ci.dunsmuir.ca.us.

City Council Agenda Item Public Hearing Staff Report

Item No: 11.B.
Date: July 2, 2015
Subject: Consider and appoint Planning Commissioner

A vacancy on the Planning Commission was created by the death of Rick Galassi. The opening was posted and advertised in accordance with provisions of the Maddy Act, not later than 20 days after the vacancy occurred. Any appointment at this time will be more than 10 days after the notice was posted/published.

Two applications were received and are included in your packets.

INTEREST/APPLICATION FORM
TO SERVE ON COMMISSIONS OR COMMITTEES

City of Dunsmuir
2015

RECEIVED
JUN 18 2015

CITY OF DUNSMUIR

1. Are you at this time over 18 years of age? Yes No

2. Are you are resident of the City of Dunsmuir? Yes No

If yes, please provide address where you reside 4601 DEER HAVEN

3. Please indicate the commission/committee on which you are willing to serve

PLANNING COMMISSION

4. Please indicate why you wish to serve on the commission/committee you have indicated above.

I WOULD LIKE TO LEARN MORE ABOUT CITY PLANNING AND GOVT. OPERATION IN GENERAL. I AM ALSO PLANNING A VIDEO COURSE FOR DUNSMUIR H.S. IN FALL THAT WILL HELP THEM UNDERSTAND THE PROCESSES OF GOVT. AND, OF COURSE, THE REVENUES WOULD HELP ME TO PAY THE RISING COST OF MY UTILITIES.

5. Please indicate why you feel qualified to serve on the commission/committee you have indicated above.

NO PARTICULAR QUALIFICATIONS, I DO HAVE A BSCI. DEGREE FROM UNIVERSITY OF OREGON. I HAVE BEEN IN SALES MOST OF MY LIFE, I HAVE SOLD COUNTLESS HOME IMPROVEMENTS AND HAVE DEVELOPED AN UNDERSTANDING OF BUILDING CODES.

Name:

Barry McFadden

Signature:

Barry McFadden

**INTEREST/APPLICATION FORM
TO SERVE ON COMMISSIONS OR COMMITTEES**

City of Dunsmuir
2015

RECEIVED
JUN 4 2015
9:00

CITY OF DUNSMUIR

1. Are you at this time over 18 years of age? Yes No

2. Are you are resident of the City of Dunsmuir? Yes No

If yes, please provide address where you reside 6005 DUNSMUIR

3. Please indicate the commission/committee on which you are willing to serve

PLANNING

4. Please indicate why you wish to serve on the commission/committee you have indicated above. TO WORK ON PROJECTS FOR DUNSMUIR

5. Please indicate why you feel qualified to serve on the commission/committee you have indicated above. I WORKED ON CITY GARDEN, CHILI COOKOFF,

FARMERS MARKET, I HAVE A LOT OF FAMILY IN TOWN AND IF I DON'T HELP OUR TOWN WHO WILL WHEN IT GETS WORSE

Name: PAUL MARTIN

Signature: Paul Martin

City Council Agenda Item Public Hearing Staff Report

Item No: 11.C.
Date: July 2, 2015
Subject: Consider and appoint members to airport committee

This is a new committee created by the City Council. Notice of request for members to serve on committee was posted and mentioned in several local newspaper articles as formation of the committee was discussed by City Council.

Two applications were received and are included in your packets.

R E C E I V E D
JUN 16 2015

INTEREST/APPLICATION FORM
TO SERVE ON COMMISSIONS OR COMMITTEES
CITY OF DUNSMUIR

City of Dunsmuir
2015

1. Are you at this time over 18 years of age? Yes No

2. Are you are resident of the City of Dunsmuir? Yes No

If yes, please provide address where you reside 1709 Timber Hills Rd, Mt. Shasta

3. Please indicate the commission/committee on which you are willing to serve

Mott Airport Advisory Committee

4. Please indicate why you wish to serve on the commission/committee you have indicated above.

To provide pilot and hangar owner input to the City of Dunsmuir.

5. Please indicate why you feel qualified to serve on the commission/committee you have indicated above.

1. Pilot for 50+ years.
2. Owner of aircraft based at Dunsmuir - Mott Field for 30 years.
3. Owner of hangar at Dunsmuir - Mott Field.
4. Designated Aircraft Owners and Pilot's Association Airport Support Network Representative for Dunsmuir - Mott Field.
5. Familiar with Barnard Dunkelberg Airport Planning documentation.
6. Good understanding of Airspace and Airport Operational issues.

Name: Ed Miller

Signature: Edward B. Miller

**INTEREST/APPLICATION FORM
TO SERVE ON COMMISSIONS OR COMMITTEES**

**City of Dunsmuir
2015**

1. Are you at this time over 18 years of age? Yes No

2. Are you are resident of the City of Dunsmuir? Yes No

If yes, please provide address where you reside 4604 Siskiyou Ave

3. Please indicate the commission/committee on which you are willing to serve

Airport Committee

4. Please indicate why you wish to serve on the commission/committee you have indicated above. see attached

5. Please indicate why you feel qualified to serve on the commission/committee you have indicated above. see attached

Name: Richard A. Dinges

Signature: Richard A. Dinges

4. The majority of small aircraft are used for business and pleasure transport, commonly known as "general aviation" or GA. Many new small to midsized firms in California are returning to private aircraft rather than the use of automobiles or commercial flights to move their staff to different locations. It's quicker and more reliable. As more firms move to less populated areas the use of small aircraft will become more predominate and the use of small airports more in demand, if handled properly, it would be a boost in in the economy and revenue for the town of Dunsmuir and become an even more popular destination.

5. I have flown in the past and would like to have the opportunity In the future. I believe there is a need to revitalize the airport for Dunsmuir which could spark development and future jobs. I have a Civil Engineering background and familiar with Project Managing of Capital Improvements.

City Council Agenda Item

Interim City Manager Staff Report

Old Business

Item No: 12.A.
Date: July 2, 2015
Subject: Consider and provide direction regarding referendum petition on Ordinance No. 544

Ordinance No. 544 was recently adopted by the City Council to provide for readopting of the Dunsmuir City Code. Within the 30 days period after adoption a petition was received delaying the effective date of Ordinance No. 544.

The County Clerk has determined that of the 133 signatures to the petition, more than 100 were sufficient and 100 was needed to delay the Ordinance.

The options to the City Council at this time are to take Ordinance No. 544 to a vote of the people or rescind Ordinance No. 544. There is no general election in the time frame needed for such election so it would be a special election or mail in ballot election.

It is unknown if the proponents of the petition have approached any member of the City Council to specify what their objection is to readopting codes that were already thought to exist. Such could allow for Ordinance No. 544 to be rescinded by the City Council and a new Ordinance drafted/adopted that would not be offensive to the proponents of the petition and the signors thereto.

City Council Agenda Item
Interim City Manager Staff Report
New Business

Item No: 13.A.
Date: July 2, 2015
Subject: Consider and provide direction regarding MOU for Siskiyou County Sheriff's services for 2015-16

City has received an MOU from Siskiyou County Sheriff's Department regarding services for 2015-16, with a request that it be placed on this evening's agenda. In general this is the same format as for prior years though changes have been incorporated and discussed between Deputy Council Counsel and City Attorney.

It is proposed that hourly rate for deputy services be increased by 10% from \$50 per hour to \$55 per hour. As you will recall there has not been an increase in recent years. It is also proposed that the overtime rate be increased from \$30 per hour to \$35 per hour.

Based on the same number of hours of service as provided in prior years, the cost to City of Dunsmuir would increase from \$396,000 to \$406,000, a \$10,000 annual increase.

City Manager

From: John Villani <John.Villani@siskiyousheriff.org>
Sent: Monday, June 22, 2015 6:09 PM
To: City Manager
Subject: MOU - Law Enforcement Services
Attachments: PDF Copy of MOU with Dunsmuir (2015-2016).pdf

Mr. Johnsen,

Per my phone call on June 17, 2015, attached is the MOU for law enforcement services for the City of Dunsmuir. Upon the direction of County Counsel, I'm bringing this MOU to our Board of Supervisors on July 7, 2015, with the expectation that the City of Dunsmuir wants to maintain the same amount of hours. We are raising the rates as I indicated in our meeting last week; from \$50 to \$55 an hour for normal coverage/regular hours and from \$30 to \$35 per hour for overtime. This makes the total MOU \$406,000 (\$396,000 for regular hours; \$10,000 for overtime)

As I mentioned previously to your City Council this past February, (which you attended), and as I explained at our meeting on June 11, 2015, I am confident we can justify the rates. As you requested when I called you last week, I will be sending you a letter explaining the ICRP methodology. I would also like to see that this be placed on the next available Dunsmuir City Council meeting. We will be asking the City of Dunsmuir to pay the \$55 rate for regular hours and \$35 rate for overtime hours effective July 1, 2015, as the existing MOU expires on June 30, 2015.

Even though our Department may have some disagreements on our Auditor's methodology, (which is to bill your city actuals - which means every time a deputy at a higher step and with an Advanced POST Certificate or a Sergeant handles a call or a Dunsmuir related matter and the city would be billed at a much higher rate than \$55 an hour), we feel this is a very fair cost for the services we provide. For many years our department has provided many hours of service in excess of the stipulated hours in any of the operating MOUs or contracts, as we want to provide quality and responsive service to the City of Dunsmuir as we have since we assumed this responsibility in 1991.

Mr. Kenny has been in communication with Deputy County Counsel Dana Barton, and although he doesn't agree with using an MOU format or the length verbiage, he agreed to move this forward by approving it so it could go to our Board of Supervisors on June 23, 2015. I request you put this on the earliest Dunsmuir City Council meeting agenda available.

Respectfully,

John E. Villani
Undersheriff
Siskiyou County Sheriff's Office
305 Butte Street
Yreka, CA 96097
(530) 842-8152 (Office)
(530) 340-2141 (Cell)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender at (530) 842-8152 and destroy all copies of the communication.

Memorandum of Understanding

Agreement to Provide Law Enforcement Services

Between

County of Siskiyou

and

City of Dunsmuir

July 1, 2015 – *through* – June 30, 2016

(FINAL COUNTY COUNSEL APPROVE VERSION)
(06-24-15)

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MOU (5 Pages – Including Signature Page)

Exhibit “A” - Scope of Services (6 Pages)

Exhibit “A-1” - Staffing / Operations Plan (3 Pages)

Exhibit “A-2” - City “Police Ordinances

Exhibit “B” - Payment Methodology (4 Pages)

Exhibit “C” - Special Indemnification & Insurance Provisions (2 Pages)

Prepared by: Undersheriff John E. Villani
Siskiyou County Sheriff's Office

MEMORANDUM OF UNDERSTANDING

FOR LAW ENFORCEMENT SERVICES TO THE CITY OF DUNSMUIR

BY THE SISKIYOU COUNTY SHERIFF'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING, (MOU) is made by and between the County of Siskiyou, Office of the Sheriff, a political subdivision of the State of California (hereafter called COUNTY) and the City of Dunsmuir an incorporated city having its principal place of business at 5915 Dunsmuir Ave, Dunsmuir, CA 96025 (hereafter called CITY). Wherein COUNTY agrees to provide and CITY agrees to accept the services specified herein.

The CITY has requested COUNTY, through the Office of the Sheriff, to provide law enforcement services as specified in "Exhibit A" (Scope of Services) and "Exhibit A-1," pursuant to this MOU;

The COUNTY, through the Office of the Sheriff, has expressed willingness to provide law enforcement services pursuant to this MOU as authorized by California Government Code sections 6500 et seq. and 51300 et seq.

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.** The below listed persons have been designated as authorized representatives for this MOU:

COUNTY: Undersheriff, John E. Villani - (530) 842-8152

Siskiyou County Sheriff's Office, 305 Butte Street, Yreka CA 96097

CITY: Randy L. Johnsen, Interim City Manager - (530) 235-4822 ext. #103

City of Dunsmuir, 5915 Dunsmuir Ave, Dunsmuir, CA 96025

2. **NOTICES.** Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Sheriff Jon E. Lopey, 305 Butte St., Yreka CA 96097

To CITY: Randy L. Johnsen, Interim City Manager- 5915 Dunsmuir Ave, Dunsmuir, CA 96025

3. **SCOPE OF SERVICES.** COUNTY agrees to provide law enforcement services to CITY in accordance and/or as specified in "Exhibit A" and "Exhibit A-1" attached hereto and incorporated herein by reference. CITY shall compensate COUNTY in the amount indicated in "Exhibit B"; payments shall be made in four (4) installments. COUNTY shall invoice quarterly. Payments shall be made, in full, within thirty (30) days of invoice receipt.

4. **TERM.**

A. **Basic Term.** The term of this MOU shall commence July 1, 2015, the completion of all authorized signatures and continue through June 30, 2016, unless terminated sooner pursuant to item #12 in this MOU, or extended as described in item 4(B).

B. **Extended Term.** The term of this MOU may be extended for successive periods of one (1) year if the legislative body of both parties determines to so extend the term and written notice of such renewal is given to the other party at least three (3) months prior to the expiration. Extended terms shall be referred to as First Extended, Second Extend Term, et cetera.

C. **Appropriations Limitations:** CITY and COUNTY each acknowledge that annual budgetary appropriations in future years for payment and services hereunder are subject to the approval of their respective legislative bodies.

5. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills and expertise necessary to perform the law enforcement services required under this MOU and that all persons employed in the performance of such services for the CITY shall be COUNTY employees. Other than the compensation hereinabove provided for, CITY shall not be called upon to assume any liability for the direct payment of salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for CITY.

6. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to defend, indemnify and save harmless the other party for the negligence of its officers, employees, and agents acting within the scope of this Agreement and to procure and maintain insurance in accordance with the provisions of "Exhibit C," attached hereto and incorporated herein by reference.

7. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this MOU. No transfer of ownership of equipment neither from COUNTY to the CITY nor from CITY to the COUNTY shall occur as a result of this MOU.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this MOU that no employer/employee relationship is intended; the relationship of COUNTY to CITY is that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

9. **NON-DISCRIMINATION.** COUNTY hereby notifies CITY that COUNTY's policies prohibiting discrimination (2.1 et seq. Siskiyou County Personnel Policies) apply to this MOU and are incorporated herein by this reference with the same force and effect as if these policies were specifically set out herein and CITY agrees to comply with these same/referred policies.

10. **NON-EXCLUSIVE AGREEMENT.** CITY understand that this is not an exclusive agreement (MOU) and that COUNTY shall have the right to negotiate with and enter into MOU's, Contracts, Agreement, etc. with other Siskiyou County cities and/or other agencies to provide the same or similar services.

11. **ASSIGNMENT.** CITY shall not assign any of its rights nor transfer any of its obligations under this MOU without the prior written consent of COUNTY and any attempt to so assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

12. TERMINATION.

A. By COUNTY: COUNTY may, by written notice to CITY, terminate this MOU in whole or in part at any time, whether for the COUNTY's convenience or because of the failure of CITY to fulfill the obligations as set forth herein.

1. For Convenience. COUNTY may terminate this MOU upon ninety (90) days written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. For Cause. Should CITY default in the performance of this MOU or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this MOU by written notice which shall be effective upon receipt by CITY.

B. By CITY: CITY, may, by written notice to COUNTY, terminate this agreement in whole or in part at any time, whether for CITY's convenience or because of the failure of COUNTY to fulfill the obligations set forth herein.

1. For Convenience. CITY may terminate this MOU upon ninety (90) days written notice. COUNTY shall be entitled to payment for services rendered through the termination date, including any prorated amount of compensation due hereunder less payment, if any, previously made.

2. For Cause. Should COUNTY fail to provide CITY all or any part of the services set forth in "Exhibit A" and "Exhibit A-1" CITY may, at CITY's option, terminate this agreement by written notice, which shall be in effective upon receipt by COUNTY.

Notwithstanding any other payment provision of this MOU, CITY shall pay COUNTY for services performed to the date of termination.

13. SECTION HEADINGS. The headings of several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

14 SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY or the COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

16. TIME IS OF THE ESSENCE. Time is of the essence in this MOU and each covenant and term is a condition herein.

17. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

18. **ENTIRE AGREEMENT/MOU AND AMENDMENT.** In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives its future claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

19. **SUCCESSOR AND ASSIGNS.** All representatives, covenants and warranties set forth in this MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

20. **COMPLIANCE WITH LAW.** CITY and COUNTY shall, at the sole cost and expense of each entity, comply with all County, State, and Federal ordinances, regulations and/or statutes now in force or which may hereafter be in force with regard to the MOU. The judgment of any court of competent jurisdiction, or the admission of CITY or COUNTY in any action or proceeding against either, whether either party thereto or not, that CITY or COUNTY has violated any such ordinance, regulation and/or statute, shall be conclusive of the fact as between CITY and COUNTY.

21. **CALIFORNIA LAW.** This MOU shall be governed by the laws of the State of California.

22. **EXECUTION OF COUNTERPARTS.** This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. **AUTHORITY.** All parties to this MOU warrant and represent that they have the power and authority to enter into this agreement in the names, titles and capacities herein state and on behalf of any entities, persons, or firms, represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by and state and/or federal law in order to enter into this MOU have been fully complied with. Furthermore, by entering into this MOU, CITY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CITY is obligated, which breach would have a material effect hereon.

24. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered section of this MOU and the provisions contained in the Exhibits shall prevail over those in the numbered sections. In the event of conflict between the provisions contained in the numbered sections of this MOU, "Exhibit A," "Exhibit A-1" and subsequent amendments, the most current MOU and/or Amendment shall prevail over the provisions, Exhibits, and/or prior Amendments.

//

IN WITNESS WHEREOF, the parties hereto have executed this MOU, for Law Enforcement Services between the City of Dunsmuir and the County of Siskiyou, Office of the Sheriff, after fully executed by the appropriate CITY, then COUNTY officials.

CITY OF DUNSMUIR

By: _____

Dave Keisler
Mayor, City of Dunsmuir

DATE

COUNTY OF SISKIYOU

By: _____

Ed Valenzuela, Chair

ATTEST:

COLLEEN SETZER

Clerk, Board of Supervisors

By: _____

Deputy

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1002	202010	541400	N/A

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: **\$396,000** **(Three Hundred Ninety-Six Thousand Dollars)**

For multi-year contracts, please include separate sheet with financial information for each fiscal year.

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Exhibit “A” – Scope of Services

1. Delivery of Services.

The COUNTY, through the Office of the Sheriff, shall deliver General Law Enforcement Services within the incorporated limits of the City of Dunsmuir according to the terms and conditions set forth herein. It is the mission of the Sheriff’s Office to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability; initiate and maintain crime prevention programs and apprehend criminal offenders.

2. General Law Enforcement Services

A. General Services. The COUNTY agrees to provide general law enforcement services for CITY, as specified herein, which includes, police patrol; detective units and investigations; all auxiliary and technical services; direct supervision, support, and administrative functions; Dispatch; general traffic enforcement, accident investigation, and parking violation enforcement. Services may also include license inspection and enforcement, and any other necessary services in the field of public safety. Services provided shall not include animal control functions or enforcement of animal control ordinances.

1. Labor, Equipment and Materials. COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to perform all duties and functions to maintain the level of service to be rendered hereunder. Notwithstanding anything contained herein, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of CITY, the same shall be supplied by CITY at CITY’S cost and expense.
2. Prosecution of Offenses. The CITY and COUNTY shall continue their existing practice regarding prosecution of offenses, with CITY responsible for prosecution and/or administering parking citations and City Ordinances, and COUNTY, through the County’s District Attorney’s Office, is responsible for the prosecution of all other offenses. There shall be no cost effect on the parties under this Section.
3. Custody and Coroner Functions. Under current law, conventional custody and Coroner functions are provided by the COUNTY’s obligation and expense throughout the County of Siskiyou regardless of incorporated or unincorporated boundaries. Coroner functions include toxicology lab test. Therefore, the CITY will not be involved for Custody or Coroner services.

B. Level of Service.

1. COUNTY Recommendation. The level of service as per Exhibit A-1, workplace and/or geographical boundaries for law enforcement services to the CITY will be recommended by the COUNTY in advance of the application period(s) of implementation, and no less than annually thereafter. The level of service refers to the sum of the direct staffing plan, support functions, equipment, capital structures, major assets, services, supplies, and other incidental costs attributable to the provisions of basic law enforcement services with the then current geographic boundaries of the City of DUNSMUIR. The direct staffing plan is incorporated into this Agreement as Exhibit A-1 and will be reviewed at least annually for the applicable time period. In consultation with the CITY, the CITY may enhance the level of law enforcement services as defined under Paragraph 3, "Supplemental Law Enforcement Services." Under no circumstance will existing service levels be reduced unless upon mutual agreement by CITY and COUNTY.

COUNTY and CITY may participate in CITY'S monthly Council meeting and discuss "Public Safety issues." These meetings may be held monthly or more frequently as required. This meeting may consist of at least the following: CITY Clerk or his/her designee, two CITY Council Members, CITY Code Enforcement or his/her designee, COUNTY Sheriff's Office Supervisor or his/her designee. The purpose of this meeting will facilitate timely review and discussion of enforcement issues and other public safety concerns.

2. No CITY Modification. In the event the CITY does not wish to modify the then-existing type or level of staffing provided under the terms of this MOU, no action need be taken by CITY or COUNTY and the then existing type or level of staffing shall continue unchanged until a written request is made pursuant to this Section or otherwise modified pursuant to the terms of this MOU.
3. Cost Computation. COUNTY'S computation of costs shall be consistent with the provisions referred to in Exhibit B. Any disputes regarding the computation of costs under this Section shall be resolved by mutual agreement by both parties. The CITY shall receive written notice each year by March 1 of any anticipated increases to this MOU as to provide time for preliminary budget creation with the specific type and level of staffing and assess budgetary impacts for the succeeding year.

- C. Specialized Law Enforcement Functions. Specialize law enforcement functions, such as: K-9; Search & Rescue (SAR); Hostage Negotiations; Special Response Team (SWAT/SRT); Dive Team; Hazardous Devices Team; Professional Standards (Internal Affairs Investigations); Major Crimes Investigations; Forensic Evidence Collection/Processing; Special Investigations Unit (Intelligence Gathering); Crime/Gang Intelligence Unit; and DARE and other Crime Prevention Program administration may also be provided within the City Limits as needed.
- D. Grant Administration. The Administration function will also include the ability and authority for the COUNTY to apply, administer and implement grant opportunities for the benefit of the CITY with the expressed written (via Minute Order, letter, email, and/or Fax) permission of the Designated Representative of the CITY. If grants are applied for on behalf of CITY and CITY is the financial recipient of the grant funds awarded, CITY will control and authorize disbursement of all grant funds. CITY will be reimbursed for all administrative expenses required of CITY either through grant or by the COUNTY, for the amount allowable by the grant and by grant guidelines.
- E. Service Limitations of COUNTY. All references to General Law Enforcement Services contained in this MOU are references only to services that shall be delivered under the terms of this MOU.

3. Supplemental Law Enforcement Services

A. Additional Levels of Service.

1. Definition. Additional Level(s) of Service refers to supplemental or enhancements to law enforcement services not included in, "General Law Enforcement Services," as defined in Paragraph #2 above. CITY recognizes that additional levels of service such as, but not limited to: additional security for special events, responses to natural disasters, CITY imposed enterprises, etc. may exceed previously defined general law enforcement services. These are examples of planned and/or unplanned events usually requiring supplemental, short-term law enforcement services.
2. Response. COUNTY will respond with additional levels of law enforcement service determined by the COUNTY.
3. City Cost. The COUNTY will provide additional levels of law enforcement service as described in paragraph 3(A)(1) at no additional cost to the CITY if and when it is capable of doing so. This will first be accomplished using existing staff during regular scheduled work hours if/when such services would not unreasonably interfere with the Sheriff Office's general law enforcement services to the

unincorporated portions of the County and/or by requesting/using neighboring law enforcement service agencies through mutual aid. The procedures set forth herein are designed to keep CITY'S costs to a minimum and are consistent with current practices. Any additional personnel and/or equipment used in the provision of supplemental law enforcement services may be billed above the base contract amount.

4. **Personnel Management.**

- A. **Hiring, Training and Discipline of Staff.** The hiring, training, discipline and/or control of all Sheriff's Office personnel employed under this MOU shall remain under the appropriate chain-of-command within the department. CITY may provide input in the assignment and transfer of COUNTY Sheriff's Office personnel; however, the Sheriff has the ultimate authority on the assignments of Sheriff's Office personnel.

COUNTY Sheriff shall appoint and/or designate a Sergeant or above, as CITY Chief of Police. CITY may provide input to the Sheriff for his consideration for CITY Police Chief and may also provide input on the CITY Police Chief evaluations. All persons employed in the performance of services and functions for CITY pursuant to this MOU shall be COUNTY employees.

- B. **Exclusive Authority.** Subject to the terms of this MOU, the Sheriff shall retain exclusive authority over the activities of his/her personnel. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel, and all other related matters incidental to the delivery of General Law Enforcement Services to the CITY shall be as determined by the Sheriff. Nothing herein shall be deemed to limit the Sheriff's authority to move, transfer and/or discipline Sheriff's Office personnel as the Sheriff's discretion deems appropriate.
- C. **City Recommendations/Input.** CITY may provide input and recommendations on the assignment and transfer of personnel as a consequence of services and functions performed under this MOU, and such recommendations shall be considered in good faith by the Sheriff in determining the appropriate course of action, if any. CITY will also be allowed to provide information to the CITY Police Chief in his/her preparation of COUNTY personnel providing services under this MOU.

CITY may provide input based on general citizen concerns, setting performance measures, and identify goals and objectives through direct communication based on open and honest dialogue between CITY and COUNTY. CITY Police Chief will attend CITY Public Safety meetings and CITY Council meetings to facilitate this function.

D. Employee Pay Issues. City shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for CITY. Except as otherwise specified herein, CITY shall not be liable for Workers' Compensation claims or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment with the COUNTY. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status or right from CITY by virtue of this MOU; and no CITY employee shall have any rights to pension, civil service or other status or right from the COUNTY by virtue of this MOU.

E. Orientation/Training. Personnel assigned to CITY pursuant to the terms of the MOU shall receive appropriate orientation on procedures, special characteristics, and needs of CITY. CITY may provide guidance on this orientation.

5. **Enforcement of State and Municipal Laws.**

The Sheriff's Office shall enforce the statutes of the State of California and the attached municipal ordinances of the City of DUNSMUIR, as set forth in and defined in Exhibit "A-2". The enforcement of the attached municipal police ordinances shall be in connection with the performance of the Sheriff Office's law enforcement functions within the boundaries of the City of DUNSMUIR.

6. **Mutual Cooperation.**

To facilitate the delivery of services under this MOU, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees and the CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees. County Sheriff shall give prompt consideration and make every effort to comply with all requests regarding the delivery of law enforcement services.

7. **Maintenance of Records**

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants and/or generally accepted accounting principles on behalf of CITY. Each COUNTY employee performing services for CITY shall record activities attributed to the City of DUNSMUIR. CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus may be unavailable.

8. Monthly and Annual Reports.

Within fifteen (15) days after the end of each calendar month, COUNTY shall provide CITY a monthly report of law enforcement service statistics. COUNTY further shall provide CITY an “annual report” due to the CITY February 1st of each following year and placed on the next available City Council Agenda in February. COUNTY and CITY may work together on modifying the format and content of these reports as needed and when practical.

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Exhibit "A-1" – Staffing / Operations Plan

1. **General Law Enforcement Services: (Minimum Level of Staffing)**

The COUNTY will provide a total of 7200 man hours annually; which includes supervision; (Sergeant or Corporal/CITY Police Chief). The Supervisor/Sergeant or Corporal, and other department administration, will provide administrative duties and shift coverage. (Refer to section 5B)

2. **Man Hours: (Minimum Level)**

Total = 7,200 (Annual)

3. **Cost:**

Fiscal Year 2015 – 2016 = **\$ 396,000 (Three Hundred Ninety Six Thousand Dollars)**
+ overtime as specified in Exhibit B 3.

4. **Facility:**

A. **Assignment/Location:** All personnel assigned to provide services to CITY under this MOU will work from the main Sheriff's Substation in DUNSMUIR or be dispatched from the closest Sheriff's Office/Substation.

5. **Scheduling:**

A. **Span of Coverage:** The CITY Police Chief (Sergeant or Corporal/Supervisor) will schedule personnel to minimize any lapse of service and the necessity for having to call-out personnel.

B. **Miscellaneous Deployment:** The CITY Police Chief and/or COUNTY will have discretion to schedule personnel as necessary to best address crime suppression, officer and public safety, and other activities as required. CITY may also provide input in areas requiring additional deployment.

C. **Deployment:** As described in item #4, section "C," second paragraph in "Exhibit A," CITY Police Chief will attend CITY "Public Safety Meetings" and monthly CITY Council Meetings as required CITY can provide input on public safety and deployment, i.e., community awareness programs, school patrols, parolee and sex offender checks, park and other security checks, special events, etc.

D. Call Type:

1. Priority 1: In-progress call with the possibility of harm to people and/or property. Examples include: Domestic Disturbances, burglaries in progress, fighting, assaults/batteries, etc. Priority 1 calls would require a call-out if no personnel were on-duty and/or available to respond.
2. Priority 2: Urgent calls requiring a response, but not an emergency (threat to life or property). Examples include: Domestic or other disturbances where the parties are separated; crimes where there is potential of recurrence, escalation, or loss of evidence. Priority 2 calls may require a call-out if no personnel were on-duty and/or available.
3. Priority 3: Non-urgent calls where there is no risk to life or property, no risk of losing evidence, typically non-criminal incidents. Priority 3 calls will not usually require a call-out and will be referred to the first available personnel assigned to DUNSMUIR.

E. Call-outs/Extended Shifts/Additional Over-time Accrual: CITY recognizes that there are circumstances and functions associated with providing law enforcement services to the CITY that require personnel to work beyond designated shifts, such as call-outs during non-covered times; extended shifts to transport prisoners, writing in-custody crime reports, attending court appearances and hearings related to CITY calls/business; extended emergency calls and/or Priority 1 and Priority 2 calls as describe in Section D (above); court appearances, etc.

1. Additional Personnel/Assistance: Priority 1 and Priority 2 calls may require a minimum of two deputies/officers.

COUNTY agrees to implement procedures to minimize this accrual. As specified in paragraph 3 section A (3) of "Exhibit A", COUNTY will attempt to use existing staff during regular scheduled work hours if/when such services would not unreasonably interfere with the Sheriff Office's general law enforcement services to the unincorporated portions of the County; by requesting/using neighboring law enforcement service agencies through mutual aid. Call-outs will be made at the discretion of COUNTY based on priority, urgency, and consistent with current practices.

F. Billing:

1. **General Billing:** Over-time accrued for CITY related calls or law enforcement services will be billed to CITY quarterly, in addition to General Law Enforcement Services as specified in "Exhibit B." The billing will include the date, time of call, type of call, (i.e. Disturbance, Domestic Dispute, Assault & Battery, Report Writing, Prisoner Transport, etc.), activity, and a case number if applicable, for identification, tracking, and future deployment analysis.
2. **Other Law Enforcement Agencies:** The COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of the CITY.

6. **Calls for Service Outside of CITY LIMITS:**

- A. **Call-Type:** CITY and COUNTY agree that personnel assigned to work during CITY designated shifts may be dispatched to leave CITY limits. This includes, but is not limited to the following circumstances:
 1. Investigation of CITY related crimes and incidents
 2. Security Check(s) of/on CITY property, e.g. Airport
 3. Transportation of prisoner(s)
 4. Priority 1 calls
 5. Priority 2 calls
 6. Court appearances
 7. Training
 8. Collateral Assignments
- B. **Coverage:** The COUNTY will attempt to minimize use and duration of personnel assigned to CITY for calls and/or assignments. COUNTY will also attempt to provide coverage to CITY during these incidents. Coverage may include placing personnel on telephonic stand-by, assigning other on-duty personnel to cover CITY, etc.
- C. **In-kind Services:** COUNTY will provide in kind services, as described herein, i.e., back-up and/or primary for Priority 1 and Priority 2 Calls in CITY limits, additional patrol, etc.
- D. **Authorization:** Calls and/or circumstances outside of the greater Dunsmuir area requiring the use of personnel assigned to CITY will require the authorization of COUNTY Duty Commander, Watch Commander or Officer-in-Charge (OIC). The COUNTY Commander will see that coverage is maintained as necessary.

Exhibit “B” – Payment Methodology

The purpose of Exhibit B is to address contract fiscal issues.

1. General Compensation

A. Reimbursable Expenses. Subject to the terms of this MOU, CITY shall pay to COUNTY the cost incurred by COUNTY in providing the service contacted for or otherwise authorized under the terms of this MOU, including:

1. Salaries and benefits of all COUNTY officers and employees engaged therein for positions defined in Exhibit “A-1: Staffing Plan;
2. Direct supervision
3. Clerical support;
4. Direct services and supplies²;
5. Departmental-applied overhead³;
(percentage of which is applied to salaries and expenses only);
6. Other support charges⁴;
7. A proportionate share of Law Enforcement Dispatch and Record Management services;
8. Any actual, additional costs associated with supplemental law enforcement services (as described in Exhibit A, paragraph 3); and,
9. Any other mutually agreed upon expenses that arise during the term of the contract.

B. COUNTY Obligations. CITY will not be billed for Countywide overhead until or unless authorized applicable provisions of the then-current Government Code. COUNTY shall not charge CITY for any service or function performed by the COUNTY attributed to services made available to all portions of the COUNTY, such as Custody or Coroner services, as referenced in Exhibit A, paragraph 2 (A)(3).

² = Services and supplies expense may include, but not limited to: uniform items; communications; food; household; maintenance; furniture; fixtures; instruments; licenses; medical/dental/lab; memberships; office supplies; books; subscriptions; software; hardware; professional services; publications; rental of equipment and/or structures; small tools; instruments; professional contracts; psychological services; specialized law enforcement supplies; training; special projects; transportation; travel; and/or utilities.

³ = The Overhead charges includes but is not limited to: Executive and managerial oversight; general administration; technology services; training; personnel; payroll; financial, accounting, contract, grant, reporting, budget administration; plus inventory, supply and facilities management.

⁴ = Other support charges currently refers to information technology, vehicles (including purchase, use, depreciation), radios and other communication equipment, fixed instruments and major one-time purchases. Other support charges may include depreciation on equipment and/or machinery.

C. Initial Compensation. The initial compensation to be paid by the CITY to the COUNTY for General Law Enforcement Services under this MOU for the term detailed in Paragraph 4 (MOU) and calculated as described herein, paragraph 2, following this paragraph, is:

Amount: \$ 396,000 (Three Hundred Ninety-Six Thousand Dollars)
(Fiscal Year 2015 – 2016)

This Initial Compensation does not include Supplemental Law Enforcement expense as described in Exhibit A, Paragraphs 3 (A)(1) or overtime as specified in section 3(B).

2. Annual Recomputation of Compensation

A. Recomputation of General Law Enforcement Services. Except as otherwise specified hereafter, the total amount charged for General Law Enforcement Services as defined in Exhibit A-1(3) is agreed upon by both parties.

B. Material Changes to Service Level. In the event that the CITY desires to modify then-existing type or level of staffing provided under the terms of this MOU, in addition to other procedures set forth in this agreement, the CITY will make a written request to the COUNTY for changes to be applied to the succeeding fiscal year. The CITY'S request shall detail the specific type and level of staffing the CITY desires, with the CITY acknowledging that the costs of such services may impact the total, negotiated amount for the relevant fiscal year. COUNTY shall review said annual request within thirty (30) days of COUNTY'S receipt thereof and acknowledge acceptance or rejection by letter to the CITY'S Designate Representative.

COUNTY reserves the right and responsibility to maintain a minimum advisable level of service throughout the unincorporated and contract areas. Upon notice from COUNTY of acceptance or partial acceptance of said annual request, and the cost of providing the type or level of staffing therein agreed upon, the parties shall prepare and execute a written amendment to this MOU as to the terms and conditions set forth in said annual request and acceptance; all other terms set forth in this MOU shall continue in full force and effect. In the event COUNTY rejects all or any portion of said annual request, the then-existing type and level of staffing shall remain in full force and effect, as modified by the acceptable portion of said annual request, until such time that the parties reach agreement as to the rejected portion of said annual request.

C. Payment Process. COUNTY will send quarterly invoices to CITY for full payment within 30 days after CITY'S receipt of said invoice. CITY'S payment shall be made by check. A check shall be made payable to the order of, Siskiyou County Sheriff's Office and mailed to the 305 Butte St. Yreka CA 96097, attention: Tomi Jackson, unless otherwise directed in writing by COUNTY. If

such payment is not delivered to the COUNTY office within thirty days of the respective due date, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using the COUNTY's pooled interest rate in the effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY described on said invoice.

3. **Supplemental Law Enforcement Services**

A. **Overtime/Additional Services.** CITY costs for Supplemental Law Enforcement services, as defined in Exhibit A, Paragraph 3, will be billed in addition to the quarterly billing of the MOU.

1. Natural Disasters – Federal/State Relief: If in the event of a natural disaster, and such event qualifies for federal or state relief under emergency declaration provisions, COUNTY will apply for compensation for services associated with the event. Should CITY file for relief on behalf of COUNTY, CITY agrees to compensate COUNTY for the cost of additional services per this MOU.

B. **Billing Rate / Maximum:**

RATE: **\$35** per hour per employee; not to exceed **\$10,000.** **(Ten Thousand Dollars)**

COUNTY and CITY agree to meet and discuss raising the annual overtime cap of **\$10,000** if necessary. Additions to the **\$10,000** overtime cap will be completed by addendum.

C. **Cost Tracking & Invoicing.** The actual additional costs related to providing supplemental law enforcement services will be tracked by the COUNTY.

4. **Miscellaneous**

A. **Booking Fees:** CITY will not be responsible for the payment of booking fees to the COUNTY.

B. **Third Party Reimbursements.** CITY may seek direct reimbursement of supplemental law enforcement services from a third party when applicable. An example of an applicable situation would be if CITY collected a fee or deposit from a film crew, pays the COUNTY for services provided, then charges the film crew for the expense from the deposit.

C. **Other Law Enforcement Agencies.** The COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of the CITY.

D. Seizure Funds. Federal and/or State Seizure funds distributed back to the Sheriff's Office stemming from cases within the incorporated areas of the City of DUNSMUIR shall be shared with the CITY in accordance with applicable State and/or Federal laws. The CITY is responsible for any and all subsequent Agreements, Guidelines and/or reports required under applicable State and/or Federal laws. The distribution of funds between the COUNTY and CITY shall be negotiated on a case-by-case basis through the Designated Representatives and by mutually agreed upon terms. COUNTY to provide any funds seized from cases within the incorporated City of DUNSMUIR to CITY.

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Exhibit “C” – Special Indemnification & Insurance Provisions

The purpose of Exhibit C is to address liability & Insurance issues.

1. Indemnification

A. Indemnification by CITY: CITY shall indemnify, defend and hold COUNTY and COUNTY’S agents, officers, and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney’s fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal, ordinance or constitutional provisions, including those circumstances where COUNTY enforces municipal ordinances that are deemed or declared unconstitutional or other cause which arises out, relates to or results from the “activities, or omissions, negligent or otherwise, under this MOU of CITY, and CITY’S officers, agents, and employees.

B. Indemnification by County. Except as is provided in Paragraph 1(A) above, COUNTY shall indemnify, defend and hold CITY, and CITY’S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney’s fees, for any personal injury, bodily injury, loss of life or damage to property, violation of an federal, state or municipal law, ordinance or constitutional provision, or other cause which arises under this MOU of COUNTY, and COUNTY’S officer, agents and employees.

C. No Agency. Except as otherwise specified herein, for the purpose of this section, CITY shall not be deemed to be COUNTY’S agent and COUNTY shall not be deemed to be CITY’S agent.

D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered by the terms hereof.

E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CITY, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU. To the extent that CITY has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU.

F. Insurance. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

2. Insurance

- A. Workers' Compensation. COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees providing services to CITY pursuant to this MOU will be covered by COUNTY'S self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. COUNTY reserves the right at its sole discretion to purchase a workers' compensation policy at any time during the term of this MOU.
- B. Liability. COUNTY warrants that it is self-insured for liability and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. CITY shall maintain insurance against claims for liability and property damage in an amount of not less than Two Million Dollars (\$2,000,000.00), combined single limit coverage. COUNTY shall be named as an additional insured on any liability policy of CITY. The parties shall maintain such insurance coverage in full force and effect during the term of this MOU.
- C. Proof of Insurance. Upon request by either party, the other party shall provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be cancelled or changed except changed at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this MOU.

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City Council Agenda Item

Interim City Manager Staff Report

New Business

Item No: 13.B.
Date: July 2, 2015
Subject: Consider and authorize application to be submitted for mosaic tile improvements to Belnap fountain

Previously the City Council authorized a tile mosaic application to the north side wall of City Hall. It has been found by the artist and sponsor that the medium desired for the project does not work well with that wall.

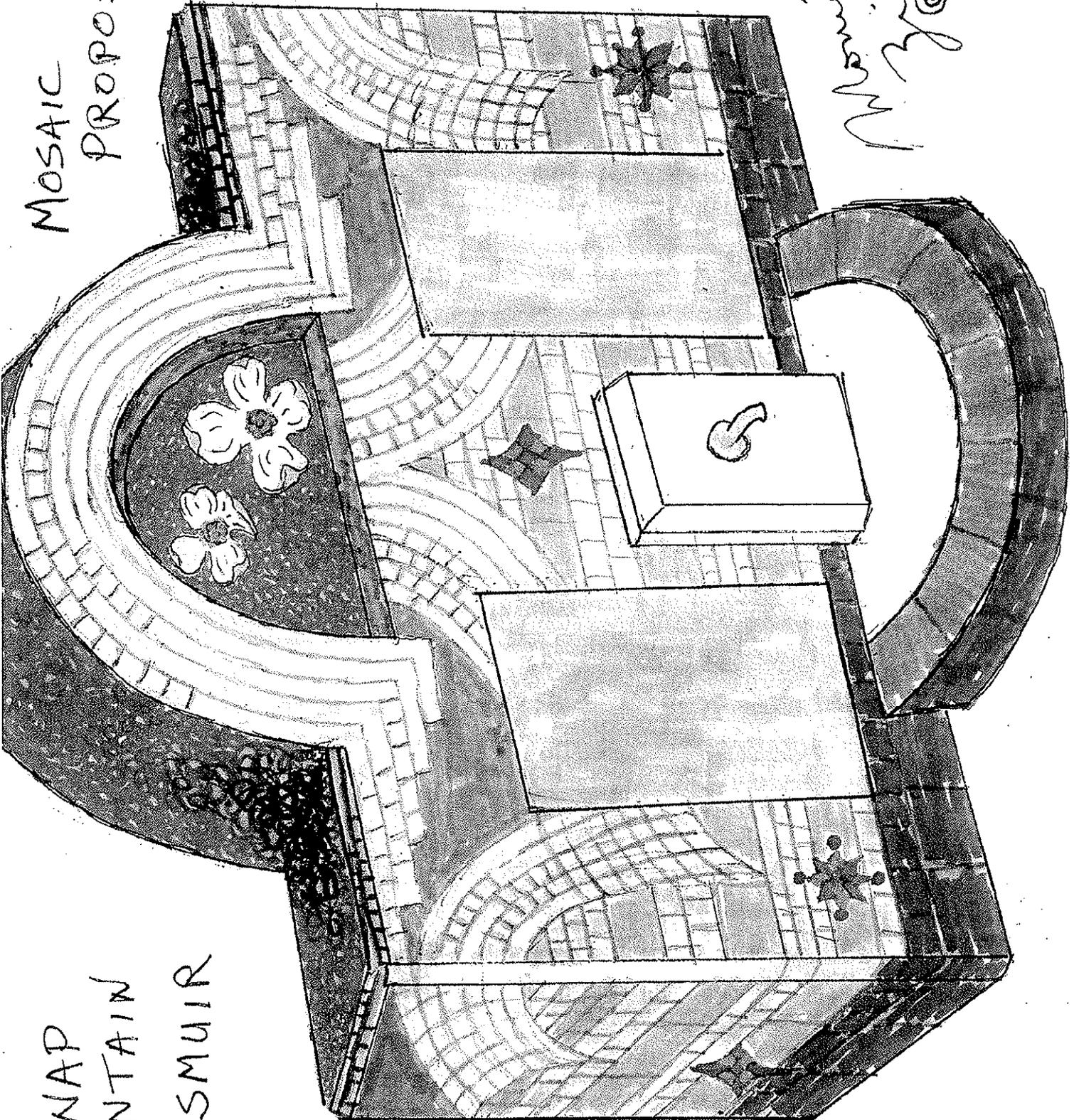
It has been suggested that mosaic tile application be made to the concrete structure inside the Belnap fountain that provides drinking fountain and spigot. Renderings are included in your packets.

At this time, Council would not be approving the project as it is in the Historic Downtown and will require Historic committee recommendation and Planning Commission approval prior to installation. At this time Council would be approving submittal of applications as property owner.

Recommendation: Move to authorize applications to Historic Committee and Planning Commission for application of mosaic tile to concrete structure within Belnap Fountain as presented in the attached renderings.

MOSAIC
PROPOSAL

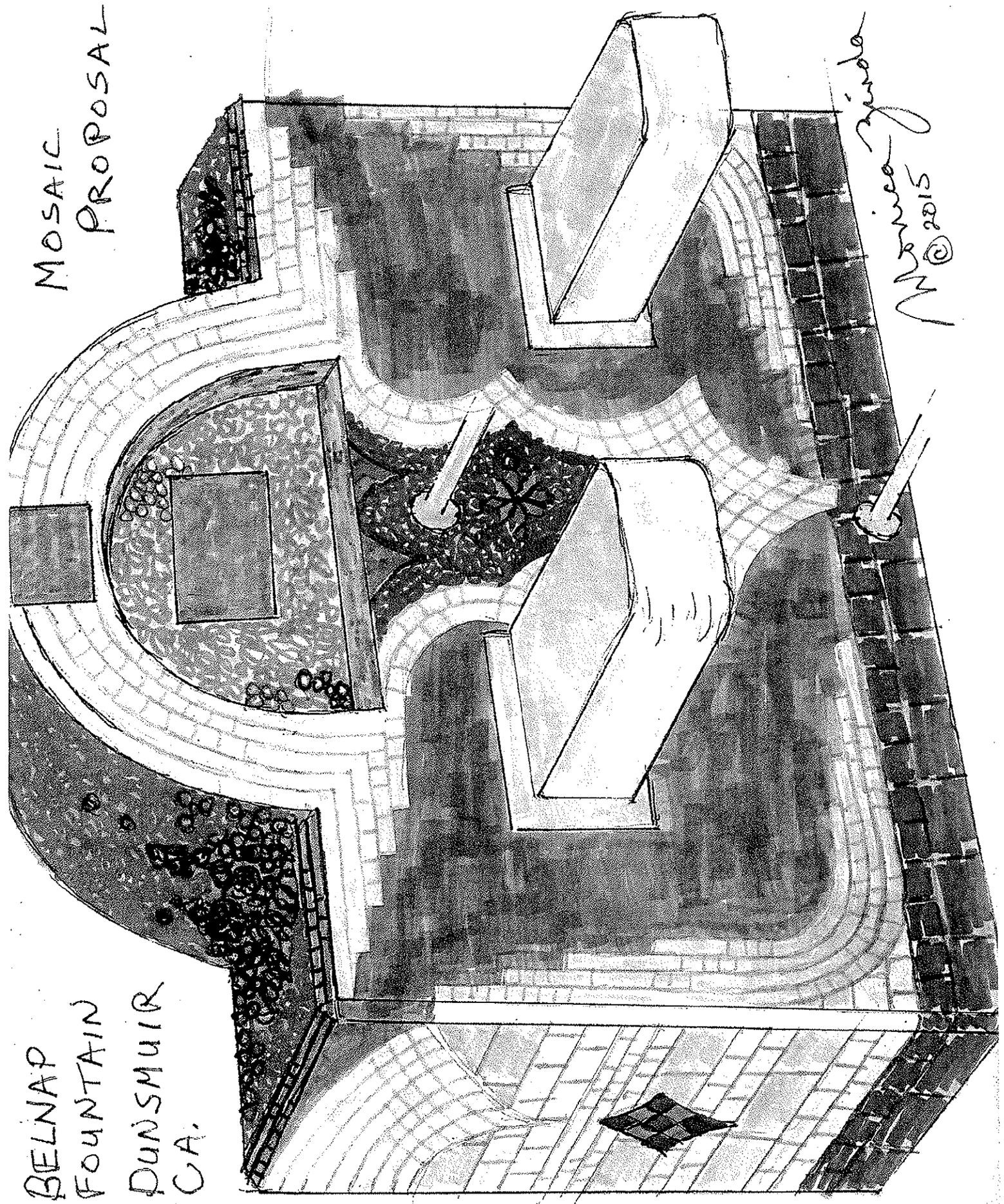
BELNAP
FOUNTAIN
DUNSMUIR
CA.



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Zinda
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CA.

MOSAIC
PROPOSAL



Monica Janda
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Not only do firemen fight fires, they do many things for the community as well. In the early years, the firemen took over the city band which had won for itself quite a reputation. The department had badges made especially for the band members: the fireman's badge with a harp thereon. On another occasion, when the City Hall flagpole rope needed to be replaced, it was installed by the firemen. Somewhat later, the firemen, answering the cry of the town baseball team for a sponsor, assumed the support and thereby gained some good firemen in the bargain. The firemen have also been enthusiastic participants in Dunsmuir parades highlighting town celebrations. These examples simply serve to indicate the variety of service to the community by the Fire Department.

Life in the fire department is not always serious. At one time the Royal Order of Billy Goats was organized, sheer fun its only purpose. Application for membership posed fifteen wild questions like the following: What do you use water for? Are you 100% American? Who is your favorite bootlegger? Do you play pinochle? There were ten charter members.

Fire alarm! Two engines dash to River Avenue; a brush fire. The fire was extinguished, thereby preventing it from spreading up the hillside. Trucks back in fifteen minutes. A routine run for the firemen.

Siren! Dash to the fire station! The engines roll to a flue fire. Back in twenty minutes. Just another call.

Siren! There goes the volunteers' hope for a quiet evening. Race to the station, man the trucks and go to the blaze in the liquor store at the head of Jail Hill. In this fire a fireman lost his life. He was the fire-police officer; he was in the street directing traffic down Dunsmuir Avenue (Florence, then). The firemen inside were wearing protections against the burning liquor, and so they were safe. However, Belnap, the

fire-police officer, being outdoors, was thought to be safe and wore no protective gear. The clouds of smoke rolling from the burning liquor was toxic, and so Belnap was overcome by smoke inhalation from which he never recovered. The fountain downtown right near the spot where the fireman was stricken was erected by friends in his memory. Just another night for a volunteer fireman?

In 1941, Mrs. Steele, widow of Dr. John Steele (tragically drowned in a hunting accident), presented the Fire Department with a resuscitator. She expressed the wish that the equipment be made available to the people of Dunsmuir and vicinity.

Siren! Not for a fire this time. A child has fallen into the river. The firemen dash to aid in the search. Five-year-old Eugene Hurley had fallen into the high water of the Sacramento — unusually high, for it was mid-May. When the child was found, the firemen worked tirelessly for hours to revive him. The child's body was taken from the river at about 3:45 p.m. Heart action was discernable. Several firemen led by Fireman Jesse Blackburn, assisted Dr. E. A. Opacity in administering resuscitation. They worked patiently and unrelentingly for three hours on the bank of the river; then removed the child to the hospital, all the while continuing efforts to revive him. Their efforts were in vain! Even so, the parents, one week later, publicly expressed their gratitude to the firemen. Another day for a dedicated fireman!

On the night of September 25, 1944, the Weed Hotel was completely gutted by a conflagration. Firemen, in a dramatic action, saved two people from death in the fire. Austin Badger, an S.P. brakeman, having gone to his room on the fourth floor of the hotel to get personal belongings, was trapped there. Responding to his call for help, the firemen ran up the department's longest ladder, but it was not long enough

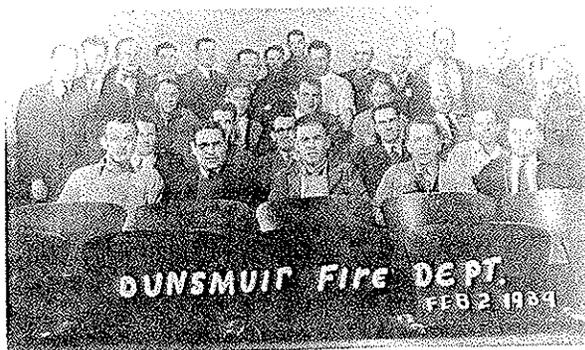
to reach Badger. Fireman Jim Murdock cautiously mounting the large ladder, carried a short ladder with hooks on one end. Murdock, reaching the top of the ladder, handed the smaller ladder up to Badger. It was long enough, but the hooks turned the wrong way. The smaller ladder was sent to the ground to have the hooks reversed. In the meantime, the fire was growing in intensity; and, as the flames drew threateningly near, Badger hooked one leg over the ledge and leaned as far out as possible. Soon the ladder with the hooks turned the right way was brought up and hooked over the window ledge. For a few tense moments a cloud of dense smoke hid the man; but, when he was again visible, he was safely on his way down. Jim Murdock and Harold Kramer had placed themselves in a window on the third floor below the trapped man and had steadied the ladder as he climbed down to safety. No time for cheering, for the firemen were rushing to rescue a woman trapped on the fourth floor of the Sacramento Avenue side of the hotel. Miss Blanche Fowler was rescued in the same manner as Badger; however, this time, Jim Murdock was assisted by Clyde Jordan. Together they went up the long ladder, climbed in a third story window, and steadied the shorter ladder so that Miss Fowler could escape, all the while being reassured and urged on by Murdock. The three firemen, Murdock, Kramer, and Jordan, received the highest praise from witnesses to the daring rescue. Just another day in the life of a volunteer fireman!

In more recent years, the expert care of the personnel on the Dunsmuir Fire Department Rescue Squad has brought prompt life and death aid on many occasions to victims in need of medical treatment. Many people have benefited from and are appreciative of the comfort and physical aid the Rescue Squad has rendered.



Top Row, left to right:

- (1) Dr. Eugene Anderson
- (2) Norman Spencer
- (3) Clint Morrey
- (4) Malcom Graham
- (5) Art Shoupe
- (6) Jim Lambert
- (7) Don Chipman
- (7) Don Chipman, Fish & Game
- (8) Elliot Taylor, Police Chief
- (9) _____ Scott
- (10) Bill Sherman
- (11) Bert Linager
- (12) Harold La Due
- (13) Clint Kintchen
- (14) Ted Hawkins
- (15) John Petty
- (16) Bill Swarthout



Row 2, left to right:

- (1) Pat Patton
- (2) Pete Packwood
- (3) Hugh Clark
- (4) Art Pickthorn
- (5) Beverley Mason

Row 3, left to right:

- (1) Glenn Hull
- (2) Al Leporini
- (3) George Hinton
- (4) Vern Wickes, CHP & City Police
- (5) Elmon Smith

Front Row, left to right)

- (1) Frank Frontus (?)
- (2) Roscoe Kimble
- (3) Gordon Hawkins
- (4) _____ Lesh
- (5) _____ (?)

City Council Agenda Item

Interim City Manager Staff Report

New Business

Item No: 13.C.
Date: July 2, 2015
Subject: Consider appointment to CDBG/EDBG loan committee

HCD regulations require a loan committee of a least three if not five members. All should have a very good understanding of loan and real estate procedures. Staff has been in contact with Carol Scialdone, Branch Manager of US Bank and she is willing to be appointed and serve.

The primary objective of EDBG Business Assistance is to provide the critical and necessary "gap" financing for job creation and/or retention projects. To this end the City is creating, on Council recommendation, a business loan program. The loan committee will approve, revise, or deny ED loan applications; advise the city regarding particular loans; provide input and advice to the City of Dunsmuir; review staff reports, CDBG overlays and public benefit; review underwriting requirements, and certify CDBG compliance; and perform other duties required by the program. The committee may also be asked to review current loans and determine their status for review by auditor and HCD. The work of the loan committee is considered strictly confidential.

Recommendation: Move to appoint Carol Scialdone to CDBG/EDBG loan committee.

City Council Agenda Item

Interim City Manager Staff Report

New Business

Item No: 13.D.
Date: July 2, 2015
Subject: Consider and approve new procedure for processing of bills and city checks

Currently the City receives bills and every Friday checks are prepared and signed. The checks are mailed and at a Council meeting later the register of checks is approved by the City Council.

Staff proposes that bills be bundled every two weeks for presentation to the City Council at every regular City Council meeting. The check register will still be presented on the Consent Calendar but the check register will be approved by the City Council prior to execution and release of checks. The checks will be available at your Council meetings and the day after for execution by Council.

The exception would be when issuance of a check prior to the City Council meeting is required to eliminate a late fee or other penalties. The City Manager would authorize preparation of check to preclude extra costs if the item is budgeted and thus approved in concept by the City Council.

Recommendation: Move to direct staff to prepare check register for each regular City Council meeting and release checks after approval of check register by City Council and execution by Council signators, with exception that City Manager may authorize prior release of check if item budgeted and in order to avoid late or other fees/penalties.

City Council Agenda Item

Interim City Manager Staff Report

New Business

Item No: 13.E.

Date: July 2, 2015

Subject: Consideration of staff recommendation to request bids for removal of trees in right of way that are deemed unsafe, dead or dying.

In accordance with the provisions of Chapter 8.10 Hazardous Trees of the Dunsmuir City Code, Public Works Supervisor has received complaints that he has investigated and observed other trees that are in his opinion unsafe, dead or dying. To that end he recommends the following trees be addressed:

- Remove Sycamore tree at Cedar and Dunsmuir. This is street tree adjacent to Council Chambers/Police Station building.
- Trim or remove Oak Tree behind City Hall. Probably on private property with branches hanging over City Hall north parking lot and over City Hall building.
- Oak tree in sidewalk at Pine and Dunsmuir Ave, 5759.
- Oak tree in sidewalk at 5733 Dunsmuir Ave
- Trim three Sycamore trees in parkway in front of Children's Park.
- Trim tree at 5508 Dunsmuir Ave
- Trim Walnut tree at 5507 Dunsmuir
- Remove dead Oak tree at 4837 Dunsmuir Ave and remove dead branches in other oaks hanging over house (This is City owned house presently occupied by caretaker for parks facilities)
- Trim Oak at 4144 Dunsmuir Ave overhanging road and interfering with utilities
- Remove dead Cedar at 4763 Siskiyou
- Trim overhanging limbs from black Oak at 4817 Siskiyou
- Remove dead and scrub trees along top of retaining wall on west side of Shasta Ave
- Remove almost dead Apple tree along top of retaining wall across from 5412 Shasta Ave
- Remove Walnut tree in island across from 5422 Shasta Ave
- Trim and limb up tree across from 5830 Shasta Ave
- Remove Cedar tree(s) at northwest corner of Oak and Dunsmuir that are leaning towards house and disrupting sidewalk
- Remove Oak tree in the middle of Lower Oak Street, east end
- Remove and trim trees in the north side of Wood Street just east of Elinore Way. This will need to be coordinated with City Engineer to ensure the integrity of street
- Remove dead and/or dying tree southeast corner of Hill and Wood adjacent to 4214 Wood Street

- Remove 3 to 5 trees at 6040 Butterfly but off Wooden Street. Received arborist reports that trees are compromised.
- Remove dead tree at 5607 Sacramento Ave. and dead tree across the street

Recommendation: Move to authorize staff to prepare bid package and request bids for above described work on city trees and to obtain price quotes for replacement trees where appropriate.



R E C E I V E D
APR 16 2015

City of Dunsmuir
5913 Dunsmuir Ave
Dunsmuir, CA 96025

A-1 REALTY & RENTALS
5751 Sacramento Avenue
Dunsmuir, CA 96025

CITY OF DUNSMUIR

Re dying and dangerous tree 5607 Sacramento Ave

To Whom it May Concern:

I do not usually have to put my requests in writing, in the past I have been able to speak with city officials and have the issues resolved, however, this issue has been requested for the past two seasons and has not been addressed, so I feel it must be in writing to get attention.

There is a DANGEROUS tree in front of 5607 Sacramento Ave, which is a property that I manage for Paul Gabriel. It has had many widow makers in the past that could fall on unsuspecting walkers or drivers in the right conditions, wind or snow. The entire western top is now dead (I might assume that the tree is diseased) and leans over not only power lines to the property but also fences between properties the sidewalk, parking area and the street, not to mention, it could fall onto the neighboring house roof.

The sidewalk area is also lifted to the extreme and could be a trip hazzard for walkers especially in the dark.

I am not a tree killer but see no good use or sense for keeping this tree, if you remove the damaged branch at the joint you leave a weakness on the useless remaining live part, that will still continue to be a problem.

I am requesting that the powers that be review this problem and address it as soon as possible.

I have also enclosed an issue across the street, where one of the old garages burned, leaving a large dead tree and an unsafe missing curb and drop off spot. You might also want to look into this issue.

Thanking you in advance for your help.

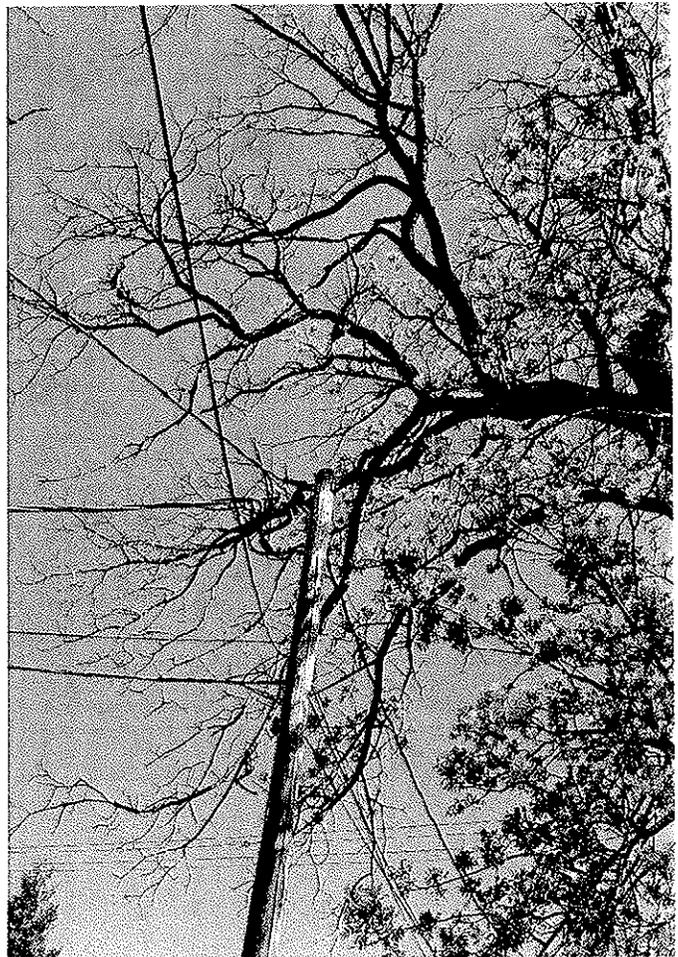
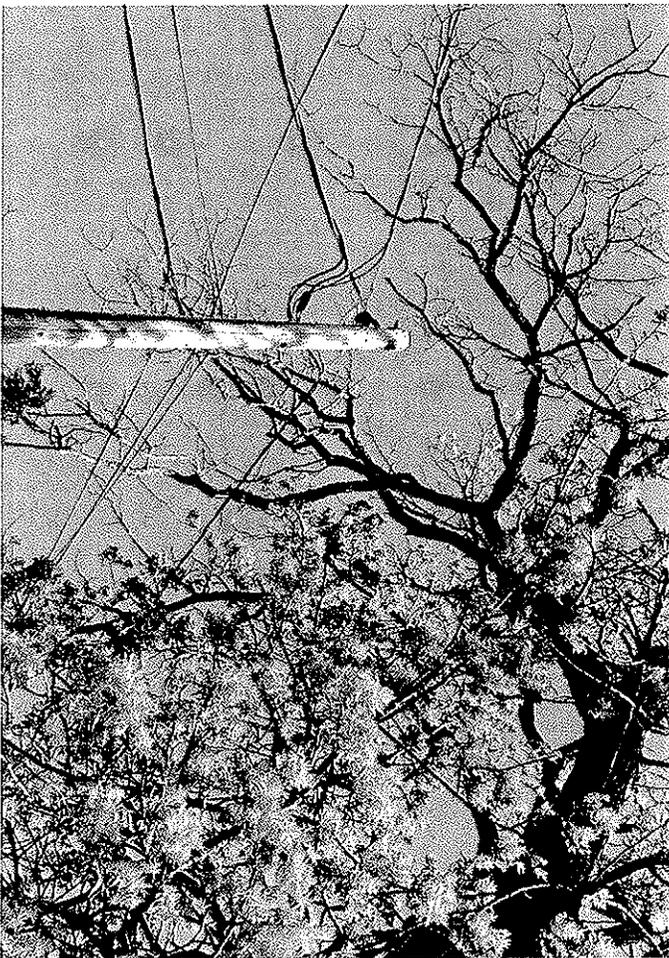
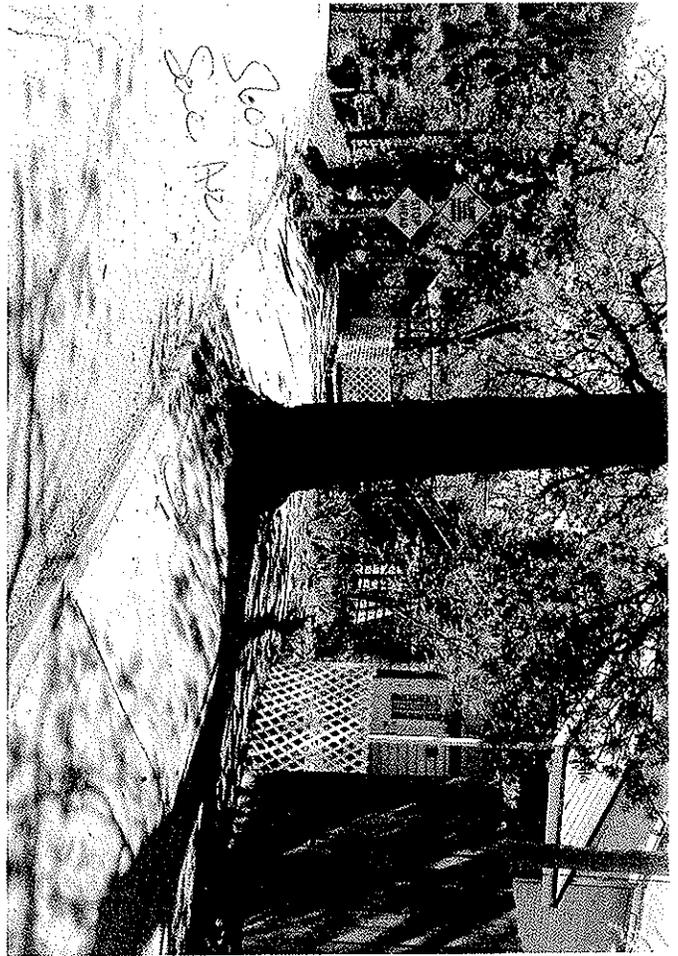
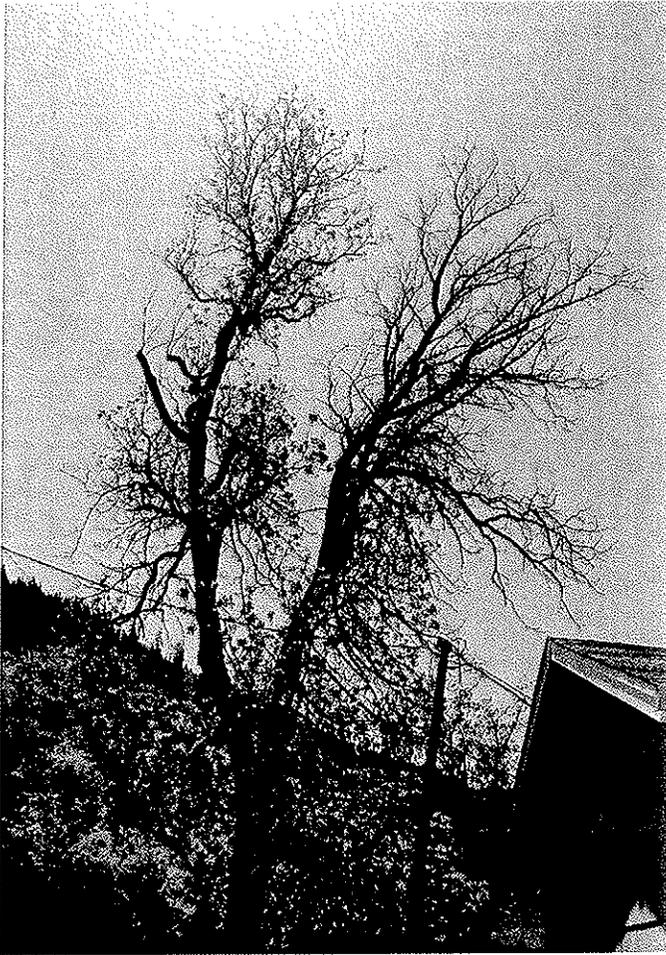
Sincerely,


Jeannine M. Tobey
BROKER/OWNER

enc

cc: Paul Gabriel







Very dead
tree