

**AMENDED AGENDA  
REGULAR MEETING  
DUNSMUIR CITY COUNCIL  
COUNCIL CHAMBERS  
5902 DUNSMUIR AVE, DUNSMUIR, CA  
6641 CA-3, HAYFORK, CA 96041  
AUGUST 20, 2015  
CLOSED SESSION: 5:30 pm  
REGULAR SESSION: 6:00 pm**

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

- 1. CALL TO ORDER: 5:30 pm**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEM**
  
- 4. CLOSED SESSION:**  
PUBLIC EMPLOYMENT pursuant to Section 54957  
Title: Fire Chief
  
- 5. RECONVENE FROM CLOSED SESSION: 6:00 pm**
- 6. REPORT FROM CLOSED SESSION:**
  
- 7. FLAG SALUTE**
  
- 8. APPROVAL OF AGENDA**
  
- 9. APPROVAL OF MINUTES**
  - A. Adjourned regular meeting of July 30, 2015**
  
- 10. COMMITTEE REPORTS**
  - a. Economic Development/Tourism**
  - b. Finance**
  - c. Public Facilities and Services**
  - d. Public Safety**
  - e. Airport**
  - f. Solid Waste**
  - g. Big Fish/Trophy Trout**
  - h. IRWAP**
  - i. Water Ad Hoc**

## **11. 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 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. Meetings that take place on dates other than the 1<sup>st</sup> and 3<sup>rd</sup> 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. 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.

## **12. 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.

## **13. 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.** Approval of Check Register Report dated August 14, 2015
- B.** Authorize Interim City Manager to execute Separation Agreement and General Release with Brenda Bains
- C.** Receive notification that Vice Mayor Spurlock may miss August 27 meeting and both meetings in September and requests approval to participate by Skype.
- D.** Authorize write off of \$3,216.32 in utility bills to 4838 Siskiyou Avenue due to foreclosure of property from prior owner

## **14. PUBLIC HEARING: NONE**

**15. OLD BUSINESS**

- A. Discussion on condition of Veteran’s Fountain

**16. NEW BUSINESS**

- A. Consider and approve proposal to provide landscape architectural services for Tauhindauli Park from Tom Hesseldenz & Associates
- B. Receive and file report that funds restricted for maintenance of Tauhindauli Park were expended to weed eat, remove blackberry infestation and dead limbs and trees.
- C. Presentation by Julie Titus, Geo Elements LLC, regarding updating Dunsmuir’s Community Wildfire Protection Plan (CWPP)
- D. Consider and appoint screener to review free surplus federal property for use at Dunsmuir Airport/Mott Field
- E. Consider and authorize Interim City Manager to hire temporary help to replace Administrative Clerk during long term leave

**17. ADJOURNMENT:** Adjourn meeting to 5:30 pm on August 27, 2015 in the Council Chambers for 2015-16 budget study session and award of contract for 2105 CDBG water main replacement project.

**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 pm, August 16, 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

**CITY OF DUNSMUIR  
CITY COUNCIL MEETING MINUTES  
ADJOURNED REGULAR MEETING  
JULY 30, 2015**

**CALL TO ORDER:**

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

**ROLL CALL:**

Council members present: Syrrist, Spurlock, Craig, Deutsch, Keisler

City staff present: Johnsen

City official present: Wilson

Flag salute.

**APPROVAL OF AGENDA:**

Motion to approve by Craig, second by Spurlock. Voice vote: 5-0-0-0, motion carried. (Aye: Syrrist, Spurlock, Craig, Deutsch, Keisler)

**APPROVAL OF MINUTES:**

Motion to approve minutes of July 16, 2015 regular meeting by Craig, second by Deutsch. Voice vote: 5-0-0-0, motion carried. (Aye: Syrrist, Spurlock, Craig, Deutsch, Keisler)

**COMMITTEE REPORTS:**

A. Economic Development and Tourism: Council member Deutsch requested applications from those who wish to be members. He stated that the committee is working on a list of items, including a possible fiber optic line.

B. Finance: Interim City Manager Johnsen gave the report, stating that the 2013/2014 audit is going well, with no significant issues. He stated that a draft budget would be presented to the Finance Committee on August 25, to Council at study session on August 27, with possible approval of the budget by Council on September 3.

C. Big Fish/Trophy Trout: ICM Johnsen reviewed the program, including marketing and prizes available for big fish. T Shirts are available for purchase.

D. Integrated Regional Water Management Plan: Council member Craig reviewed recent meeting in which the program was re-named to the Regional Water Action Group. He stated that the application has been approved by the group for a consolidated grant for five projects, two of which would be in the City. He stated that they would know by the end of the year if the grant was awarded.

**ANNOUNCEMENTS AND PUBLIC COMMENT:**

Audience member Peter Arth expressed his displeasure regarding the fountain in front of the California Theater. He stated that this is Dunsmuir's only memorial to veterans, it is missing pieces and the sidewalk is broken. He recommended that the item be placed on an agenda to discuss.

**JULY 30, 2015**

**CITY OF DUNSMUIR MEETING MINUTES**

**PAGE 2**

Mr. Arth stated that there was no discussion on the agenda regarding the water infrastructure. He stated that Dunsmuir is not eligible for any grants.

Audience member Michael Bush agreed with Mr. Arth regarding the fountain, stating that it is disrespectful to veterans. He stated that there is nothing in town to commemorate vets.

Audience member Linda Gnesa stated that the Bent Rail Park is still moving forward.

City Clerk Wilson administered the oath of office to new Planning Commissioner Paul Martin.

**ANNOUNCEMENTS AND REPORTS FROM COUNCIL AND STAFF:**

Council member Deutsch asked that Council members hand in dates to ICM Johnsen regarding meeting dates that would not be favorable.

Council member Craig clarified that the grant process through IRWMP is for a specific type of grant that would not be available and is different than other agency grants. He explained that the City needs to have a valid approved Master Plan, which would be done in early August.

Audience member Peter Arth stated that the proposal indicated substantial increases, and stated that this would lead to an angry, divided community. He stated that Council is doing a poor job of reaching out to users.

Council member Deutsch stated that meetings were held to help understand what was being looked at, and that citizens were present to give feedback.

Council member Craig reiterated that the meetings were public, and that Council is doing its best to educate the public via public meetings. He stated that an education process is going to happen, but that it is premature prior to a recommendation from PACE Engineering.

Mayor Keisler made a motion to add a discussion item to the next agenda regarding the broken fountain. Second by Syrrist. Voice vote: 4-1-0-0, motion carried. (Ayes: Syrrist, Spurlock, Deutsch, Keisler. Noes: Craig on the basis that the item should be addressed through the committee process.)

Mayor Keisler stated that two local bands had recently won first and second place in a band competition at Win River Casino. The bands were Beyond Doubts Shadow (1<sup>st</sup> place) and Visidian (2<sup>nd</sup> place).

**CONSENT AGENDA:**

A. Authorize Interim City manager to execute agreement with State Controller's office to prepare Annual Streets report

B. Authorize Mayor to execute agreement with Aiello, Goodrich & Teuscher for audit services for fiscal years 2014, 2015, and 2016

C. Consideration and adoption of Resolution No. 2015-30 adopting CDBG program income reuse agreement with Jurisdictional Certifications

D. Approval of Check Register Report dated July 24, 2015

E. Authorize Airport Committee City Council representatives to attend Association of California Airports Annual Conference, September 16-18, South Lake Tahoe

**JULY 30, 2015**  
**CITY OF DUNSMUIR MEETING MINUTES**  
**PAGE 3**

Motion to approve by Craig, second by Spurlock. Voice vote: 5-0-0-0, motion carried. (Ayes: Syrrist, Spurlock, Craig, Deutsch, Keisler)

**PUBLIC HEARING:**

A. Consideration and second reading and adoption of Ordinance No. 548 repealing Ordinance No. 544

Review by ICM Johnsen.

**Public Hearing Open: 6:34 pm**

**Public Hearing Closed: 6:34 pm**

Motion to read Ordinance No. 548 by number and title only by Deutsch, second by Craig. Roll call vote:

Ayes: 5 Syrrist, Craig, Spurlock, Deutsch, Keisler

Noes: 0

Abstain: 0

Absent: 0 Motion carried, 5-0-0-0.

Motion to pass the second reading and adopt Ordinance No. 548, An Ordinance of the City Council of the City of Dunsmuir repealing Ordinance No. 544 by Deutsch, second by Spurlock.

Roll call vote:

Ayes: 5 Syrrist, Craig, Spurlock, Deutsch, Keisler

Noes: 0

Abstain: 0

Absent: 0 Motion carried, 5-0-0-0.

B. Consideration and second reading and adoption of Ordinance No. 549 adopting Dunsmuir City Codes

Review by ICM Johnsen.

**Public Hearing Open: 6:36 pm**

**Public Hearing Closed: 6:36 pm**

Motion to read Ordinance No. 549 by number and title only by Spurlock, second by Craig. Roll call vote:

Ayes: 5 Syrrist, Craig, Spurlock, Deutsch, Keisler

Noes: 0

Abstain: 0

Absent: 0 Motion carried, 5-0-0-0.

Motion to pass second reading and adopt Ordinance No. 549, An Ordinance of the City Council of the City of Dunsmuir adopting the Dunsmuir City Code by Craig, second by Deutsch. Roll call vote:

Ayes: 5 Syrrist, Craig, Spurlock, Deutsch, Keisler

Noes: 0

Abstain: 0

Absent: 0 Motion carried, 5-0-0-0.

**JULY 30, 2015**

**CITY OF DUNSMUIR MEETING MINUTES**

**PAGE 4**

C. Appointment of members to Solid Waste Committee

Review by ICM Johnsen.

**Public Hearing Open: 6:37pm**

Audience member Peter Arth urged the City to adopt a policy and get a program.

**Public Hearing Closed: 6:38 pm**

Applicant Ana Mulvaney answered questions from the Council. She reviewed her history with the Fire Safe Council and expressed interest in a green waste program.

Applicant Ed Steele answered questions from the Council. He reviewed his history on City Council and explained what he felt the program should do, including mitigating water rates with solid waste for low-income.

Applicant Leslie Wilde answered questions from the Council. She stated that the surplus is in violation of prop 218 and that it was suggested that the surplus be spent down or refunded, and that she would like to take part in the discussion. She stated that when she was on Council, she asked that the item be placed on the agenda for discussion, and then meetings were cancelled.

Council member Deutsch asked Ms. Wilde if she could function as a member of a team, stating that in the past she has shown nothing but contempt for all other activities but this one item. He stated that she would need to be able to compromise and come to a consensus.

Ms. Wilde stated that she served with Ed Steele in the past and that she saw him lose his temper. She stated that she would not launch to her feet and call someone a liar or throw her glasses.

Mayor Keisler asked if there were any objections to appointing all three applicants. Council members Spurlock and Deutsch objected to the appointment of Ms. Wilde.

Council member Deutsch made a motion to appoint Ana Mulvaney and Ed Steele to the Solid Waste Committee, second by Craig. Voice vote: 5-0-0-0, motion carried. (Ayes: Syrrist, Craig, Spurlock, Deutsch, Keisler)

**NEW BUSINESS:**

A. Consider and provide direction on billing for sewer and garbage service to undeveloped or unoccupied properties with no water service

ICM Johnsen reviewed the staff report and suggested that the billing be removed with the amounts removed from the bills, and that Council review how the properties would be billed in the future. He explained that there were only two properties, one vacant and one with unusable sewer. Discussion.

Audience member Peter Arth stated that the City is deficient in rate administration, and that there is no differentiation in rates and suggested asking PACE for a standard set of rules in rate application.

Audience member Ana Mulvaney supported staff recommendation.

**JULY 30, 2015  
CITY OF DUNSMUIR MEETING MINUTES  
PAGE 5**

Motion to authorize staff to reverse past due and current charges for sewer service and garbage service to unoccupied properties at 4221 Siskiyou Avenue and 4115 Cedar Street; and direct staff to prepare comprehensive billing and collection procedures for city utilities and contract services by Keisler, second by Craig. Roll call vote:

Ayes: 5 Syrrist, Craig, Spurlock, Deutsch, Keisler  
Noes: 0  
Abstain: 0  
Absent: 0 Motion carried, 5-0-0-0.

B. Consideration and approval of proposal from Siskiyou Media Council for videography services from July 30, 2015 to December 17, 2015.

Review by Council member Deutsch, explaining that the Media Committee is looking at how to improve the Council chambers in general. He reviewed the current services and recommended approval of the contract.

Council member Spurlock agreed, and stated that until a more permanent solution could be determined, the agreement would be a good option in the meantime.

ICM Johnsen reported an increase in the cost, from \$150 per meeting to \$200 per meeting. Discussion.

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

Ayes: 5 Syrrist, Craig, Spurlock, Deutsch, Keisler  
Noes: 0  
Abstain: 0  
Absent: 0 Motion carried, 5-0-0-0.

C. Consider, approve, and authorize Mayor to execute letter of support for Roseburg Forest Products to develop Snowman's Hill to Mott Road trail on their lands

Review by ICM Johnsen. No objections from Council. Motion to authorize Mayor to execute the letter by Deutsch, second by Craig. Roll call vote:

Ayes: 5 Syrrist, Craig, Spurlock, Deutsch, Keisler  
Noes: 0  
Abstain: 0  
Absent: 0 Motion carried, 5-0-0-0.

Motion to adjourn to by Craig. Mayor Keisler adjourned the meeting.

**ADJOURNMENT: 7:18 pm**

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**Mayor Keisler**

**ATTEST:**

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**City Clerk Wilson**

Check Register Report

August 26, 2015 Item 13.A.

8-14-15 A/P

Date: 08/13/2015

Time: 2:07 pm

Page: 1

City of Dunsmuir

BANK: U.S. BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>U.S. BANK Checks</b>							
47162	08/14/2015	Printed		1225	ACME COMPUTER	MON CONTRACTED SVCS	833.00
47163	08/14/2015	Printed		1000	AIELLO,GOODRICH,TEUSCHER	PROF SVCS 7-31-15	8,000.00
47164	08/14/2015	Printed		9936	AL'S SAW SHOP	DR TRIMMER	1,462.85
47165	08/14/2015	Printed		1215	ALSCO	PW&WWTP CVRALL RNTLS	64.00
47166	08/14/2015	Printed		1910	AT&T	JUNE '15 PHONE SVCS	1,598.30
47167	08/14/2015	Printed		9447	AUS SMALL BUSINESS	C.H.MATS, WKLY LNDRY 8-12-15	276.93
47168	08/14/2015	Printed		9999992194	BASIC FENCING INC.	INSTL SEC GATES&FENCE@SPRINGS	2,016.28
47169	08/14/2015	Printed		2635	BASIC LABORATORY, INC.	FRENCH DRAIN LEACH LINE	139.00
47170	08/14/2015	Printed		2800	BAXTER AUTO PARTS, INC.	5LB C. TERRY	16.15
47171	08/14/2015	Printed		9999999174	BENSON ROOFING	CHILDREN'S PRK RNT AUG '15	625.00
47172	08/14/2015	Printed		3572	BLUE CROSS OF CALIF	9-1-15TO10-1-15 LIFE INSUR PRE	162.90
47173	08/14/2015	Printed		10017	CAL-ORE COMMUNICATIONS	INTERNET CHRGS AUG '15	19.95
47174	08/14/2015	Printed		5325	REBECCA CATLETT	CLN SVC 8-2,9,10-15	165.00
47175	08/14/2015	Printed		5915	CHEM QUIP, INC.	7-150LB CYL GAS CHLOR, CYLINDE	1,775.12
47176	08/14/2015	Printed		9820	CITY OF DUNSMUIR	APLY DEP D. SALISBURY #7053	1,440.68
47177	08/14/2015	Printed		6325	CLEMENS WASTE REMOVAL	DUMP FEES JULY '15	20,275.02
47178	08/14/2015	Printed		10219	LA JETTA COLEMAN	REFND DEP L COPLMAEMAN#50380	50.58
47179	08/14/2015	Printed		10148	DIVERSIFIED ELECTRICAL SVC,INC	SHASTA ST POLE	1,090.37
47180	08/14/2015	Printed		9850	DUNSMUIR HARDWARE	JULY '15 SUPPLIES&MATRL'S	581.84
47181	08/14/2015	Printed		9885	DUNSMUIR TIRE	TRK 300 FLAT REPAIR	30.00
47182	08/14/2015	Printed		11255	ELECSYS INTERNATIONAL CORP	SEPT '2015 MO MAINT CHRGS	223.50
47183	08/14/2015	Printed		9303	FASTENAL COMPANY	MISC CABLE TIES	46.30
47184	08/14/2015	Printed		5219	FERGUSON ENTERPRISES INC,1423	MARKING PAINT	121.86
47185	08/14/2015	Printed		47610	FISCHER'S SISKIYOU BACKHOE	RNTL TOILET T PARK, ADNL SVC	644.10
47186	08/14/2015	Printed		24875	LILLY JONES	AUG '15 CEMETERY MAINT SVC	583.33
47187	08/14/2015	Printed		26425	KEN ELGIN	REPL REAR BRAKE PADS&ROTORS	526.44
47188	08/14/2015	Printed		31212	MANFREDI'S DEPOT	JULY '15 VEH FUEL	339.15
47189	08/14/2015	Printed		31625	MEYER & SONS HEATING	DRINKING FOUNTAIN PARTS	461.40
47190	08/14/2015	Printed		33120	MOUNTAIN COUNTIES SUPPLY CO.	JUNE '15 VEH FUEL	1,485.08
47191	08/14/2015	Printed		9870	MT SHASTA AREA NEWSPAPERS	LEGAL #7344 VARIANCE 4309 OAK	170.55
47192	08/14/2015	Printed		33130	MT SHASTA CITY	LAB SAMPLES	40.00
47193	08/14/2015	Printed		33151	MT SHASTA RECREATION	JULY '15 SENIOR NUTRITION	165.00
47194	08/14/2015	Printed		9272	MT. LASSEN TROUT FARMS, INC.	0-799LBS RNBO TROUT	1,537.67
47195	08/14/2015	Printed		9999999449	NATIVE GROUNDS NURSERY	WRK COMPLTD AT T.PARK 7-25-15	1,386.01
47196	08/14/2015	Printed		10176	NORTHERN CALIFORNIA GLOVE	KNEE PADS, HRDHAT, VESTS	143.60
47197	08/14/2015	Printed		37106	OFFICEMAX CONTRACT INC.	EVN PEEO TO SEAL (3)	60.88
47198	08/14/2015	Printed		37115	OPERATING ENGINEER'S TRUST	B. BAINS LAST INS PYMNT #25190	1,589.00
47199	08/14/2015	Printed		39005	PACE ENGINEERING, INC.	SO. DUNS WATER MAIN REPLCMNT	15,716.75
47200	08/14/2015	Printed		45110	MARIO J. RUBINO	JULY '15 STIPEN FOR TREASURER	50.00
47201	08/14/2015	Printed		10206	PAMELA RUSSELL	JULY 21/31-15 CFO SVCS	1,548.75
47202	08/14/2015	Printed		10220	DANNY SALISBURY	REFND DEP D. SALISBURY #7053	115.47
47203	08/14/2015	Printed		47520	SHASTA AUTO SUPPLY	TANK RNTL JULY '15	15.09
47204	08/14/2015	Printed		9999992118	SHASTA VALLEY CHAINSAW	1-HS 82R (T.PARK)	483.70
47205	08/14/2015	Printed		44605	SISKIYOU CO. TAX COLLECTOR	883-000-004-000 WA RIGHTS SPRI	1,707.75
47206	08/14/2015	Printed		47658	SISKIYOU DAILY NEWS	LEGAL-NOTICE OF HEARING SDN	241.00
47207	08/14/2015	Printed		47676	SMITH BUILDING SERVICES, LLC	JULY '15 BLDG INSP SVCS	1,416.67
47208	08/14/2015	Printed		57228	SOLANO'S HOME IMPROVEMNT CTR	MISC PARTS 8-11-15	747.22
47209	08/14/2015	Printed		9413	STATEWIDE TRAFFIC SAFETY	INT CA TPE 1 GLASS BEADS 50LB	376.14

Check Register Report

8-14-15 A/P

Date: 08/13/2015

Time: 2:07 pm

Page: 2

City of Dunsmuir

BANK: U.S. BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>U.S. BANK Checks</b>							
47210	08/14/2015	Printed		10221	MIKE STIEGLER	REFND OVRPYMNT	198.92
47211	08/14/2015	Printed		10216	THE FISH SNIFFER	1/6 PG AD, ISSUE 3416, 7-24-15	786.00
47212	08/14/2015	Printed		9999999273	TOMAHAWK LIVE TRAP COMPANY	1-5' ANIMAL CONTROL POLE	114.56
47213	08/14/2015	Printed		53810	US BANK EQUIPMENT FINANCE	7-20-15-8-20-15 PRNTR, COPIER	994.16
47214	08/14/2015	Printed		53806	USA BLUE BOOK, INC	GLASS FIBER FLTR, DISPSABLWIPE	436.31
47215	08/14/2015	Printed		50850	VERIZON WIRELESS	JULY '15 CELL SVC	228.31
47216	08/14/2015	Printed		10218	WASTE RECOVERY WEST, INC	TIRE DISPOSAL , TRLR DRP	450.00
47217	08/14/2015	Printed		10020	WRINKLEDOG, INC.	JULY '15 WEBSITE HOSTING	60.00
47218	08/14/2015	Printed		10222	KATIE ZANE	REFND DEP K ZANE #3039	64.44
<b>Total Checks: 57</b>						<b>Checks Total (excluding void checks):</b>	<b>75,898.08</b>
<b>Total Payments: 57</b>						<b>Bank Total (excluding void checks):</b>	<b>75,898.08</b>
<b>Total Payments: 57</b>						<b>Grand Total (excluding void checks):</b>	<b>75,898.08</b>

August 20, 2015

Item 13. B.

Scanned on 7/14/2015 9:53:23 AM by Hanna Brophy

RDC26357

### SEPARATION AGREEMENT AND GENERAL RELEASE

CITY OF DUNSMUIR ("City") and BRENDA BAINS ("Employee") enter into this Separation Agreement and General Release ("Agreement") as follow:

#### RECITALS

1. Pursuant to an Employment Agreement entered into on May 21, 2012, Employee served as City Manager and Chief Financial Officer.
2. The term of the Employment Agreement was three (3) years to expire on July 1, 2015 and provided that Employee could return to her former position as Chief Financial Officer. The City and Employee wish to terminate the Agreement, finalize and resolve any issues arising out of Employee's employment with the City and provide a release of all claims, cause of action or rights as a result of Employee's employment with the City.

#### WITNESSETH

In consideration of the covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Relinquishment of Employment Rights: Employee voluntarily relinquishes her employment with the City and all such rights arising from her employment agreement.
2. Consideration: In consideration for Employee signing this Agreement and compliance with the promises made herein, the City agrees to pay Employee ten-thousand dollars (\$10,000.00). As partial consideration for this Agreement, payment is contingent upon Employee, contemporaneous with this Agreement, receiving Workers' Compensation Appeals Board approval of a compromise and release of Workers' Compensation Appeals Board Action No. ADJ9651702.
3. General Release of Claims: Employee, and her heirs, executors, administrators, successors, and assigns, knowingly and voluntarily release and forever discharge, to the full extent permitted by law, the City, its affiliates, subsidiaries, divisions, predecessors, successors and assigns, current and former employees, elected officials, insurers and agents thereof (collectively referred to throughout the remainder of this Agreement as "City"), of and from any and all claims, known and unknown, asserted and unasserted, Employee has or may have against the City as of the date of execution of this Agreement, including, but not limited to, any alleged violation of:

Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Immigration Reform and Control Act, as amended; the American with Disabilities Act of 1990, as amended; the Age Discrimination in Employment Act of 1967, as amended; the

Workers Adjustment and Restraining Notification Act, as amended; the Occupational Safety and health Act, as amended; the Employee Retirement Income Security Act including any breach of fiduciary duty; the California Wage orders, as amended; the California Fair Employment and Housing Act, as amended; the California Labor Code, as amended; the California and Federal Equal Pay Laws, as amended; common law or statutory claims for discrimination or harassment based upon gender, age race, national origin, sex, disability, marital status, medical condition, or any other basis; the United States or California constitutions including any claims for violation of the right of privacy; any wage, wage-hour, or wage payment laws; any federal, state or local civil, human rights, bias, payment laws; any federal, state or local civil, human rights, bias, retaliation, harassment, or discrimination law or any other local, state or federal law, regulation or ordinance; claims for personal injury, emotional distress or loss of consortium; any public policy or common law; commission of any tort (whether negligent, intentional or otherwise); claims for equitable relief; breach of contract, whether written, oral, express or implied; any whistleblower laws; any leave and/or disability laws; claims of wrongful discharge; claims of misrepresentation or fraud; claims of defamation; and claims for costs, fees, or other expenses including attorneys' fees incurred or claimed in relation to the foregoing.

Nothing in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before a federal, state, or local government agency. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover an individual monetary relief or other individual remedies.

4. Waiver of Unknown Claims: This is a full and final release covering all unsuspected, unknown, undisclosed and unanticipated losses, wrongs, injuries, debts, claims or damages to employee which may have arisen, or may arise, from any act or omission prior to the date of execution of this Agreement, and which arise out of or are related, directly or indirectly, to Employee's dealings with the City. Therefore, Employee waives any and all rights or benefits which she may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR..**

Employee acknowledges that she has read this Agreement, including the waiver of California Civil Code Section 1542, and that she has been provided the opportunity to consult with counsel about the Agreement and specifically about the waiver of Section 1542, that Employee understands the Agreement and the Section 1542 waiver, and so freely and knowingly enters into this Agreement. Employee acknowledges that she may hereafter discover facts different from or in addition to those she knows or now believes to be true with respect to the matters released or described in this Agreement, and she agrees that the releases and agreements contained herein shall be and will remain effective in all respects notwithstanding any later discover of any such different or additional facts. Employee hereby assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies described herein or with regard to any facts which are now unknown to Employee relating thereto

5. Governing Law and Enforcement: The Agreement shall be governed and conformed in accordance with the laws of the state in which Employee was employed at the time of her last day of employment without regard to its conflict of laws provision. In the event the Employee or the City breaches any provision of this Agreement, employee and the City affirm that either may institute an action to specifically enforce any term or terms of this Agreement. In any such action, the prevailing party shall be entitled to recovery of reasonable attorney's fees. Should any provision of this Agreements be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement.

6. Non-admission of Wrongdoing: The parties agree that neither this Agreement nor the furnishing of the consideration stated herein shall be deemed or construed at any time for any purpose as an admission by the City of any liability or unlawful conduct of any kind.

7. Amendment: This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.

8. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation of the City to the Employee. Employee acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept this Agreement, except for those set forth in this Agreement.

9. Counterparts and Facsimile Signature: This Agreement may be executed in counterparts and shall be deemed fully executed when each party has signed and transmitted a counterpart to the other. All counterparts taken together shall constitute a single agreement. A facsimile or electronic emailed signature shall have the same force and effect or an original signature.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

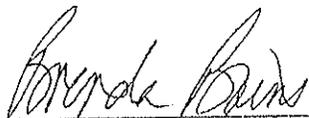
HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE CONSIDERATION SET FORTH IN PARAGRAPH "2" ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS SHE HAS OR MIGHT HAVE AGAINST THE CITY.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below:

Dated: \_\_\_\_\_, 2015      CITY OF DUNSMUIR

By: \_\_\_\_\_

Dated: 7/14, 2015      EMPLOYEE

  
\_\_\_\_\_  
BRENDA BAINS

HANNA BROPHY

hannabrophy.com

Bakersfield

Fresno

Los Angeles

Oakland

Orange

Redding

Riverside

Sacramento

Salinas

San Diego

San Francisco

Santa Rosa

Stockton

July 27, 2015

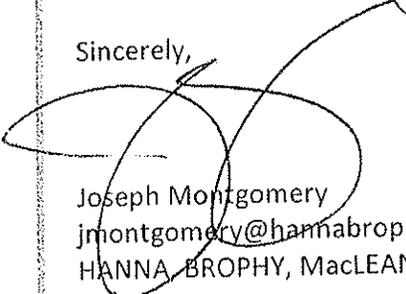
John S. Kenny  
2701 Park Marina Dr.  
Redding, CA 96001

RE: Employee	:	Brenda Bains
Employer	:	City of Dunsmuir, PSI
Injury Date	:	08/15/2013-08/15/2014
WCAB Number	:	ADJ9651702
Claim Number	:	SCWA-555909
H & B Number	:	RDC26357

Dear Mr. Kenny:

Enclosed is a fully executed copy of the Compromise and Release and the Order Approving Compromise & Release. We now have approval from the WCAB and from our perspective there is no contingency remaining to move forward with payment on the Separation Agreement.

Sincerely,



Joseph Montgomery  
jmontgomery@hannabrophy.com  
HANNA, BROPHY, MacLEAN, McALEER & JENSEN, LLP

jlm:jlm|cx90.DOC

cc: YORK RISK SERVICES GROUP, INC./Attn: Kim White via email

RECEIVED

JUL 27 2015

KENNY, SNOWDEN  
& NORINE

Joseph Montgomery  
Redding Office

Office 530 - 223-6010

Fax 530 - 223-0813

jmontgomery@hannabrophy.com

Hanna Brophy, LLP  
Scanning Center  
P O Box 12488  
Oakland, California  
94604-2488

August 20, 2015

Item 13.D

Siskiyou County Recorder  
Mike Mallory, Assessor-Recorder  
DOC - 2015 - 0004914 - 00  
Acct 2 - Mt Shasta Title and Escrow  
Monday, JUN 01, 2015 08:50:49  
Ttl Pd \$17.00 Nbr - 0000263149

FBI / C2 / 1-1

RECORDING REQUESTED BY  
Mt. Shasta Title & Escrow Company

AND WHEN RECORDED MAIL DOCUMENT TO:  
James E. Adams and Betty W. Adams  
2247 Cove Court  
Discovery Bay, CA 94505

THIS DOCUMENT IS FURNISHED FOR INFORMATION ONLY. IT IS COMPILED FROM DATA WHICH WE BELIEVE TO BE ACCURATE, BUT NO LIABILITY IS ASSUMED BY THE COMPANY AS TO THE CORRECTNESS OF SUCH DATA. MT. SHASTA TITLE & ESCROW CO.

This Line for Recorder's Use Only \_\_\_\_\_

A.P.N.: 059-262-070

File No.: 4701-4773074 (SH)

Trustee's No.: 4701-4773074

Loan No.: N/A

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0

- Grantee was the foreclosing beneficiary; consideration \$60,247.98; unpaid debt \$60,247.98; nonexempt amount \$0.
- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of Dunsmuir, and

### TRUSTEE'S DEED UPON SALE

Mt. Shasta Title & Escrow Company, a California corporation, (herein called Trustee), does hereby grant and convey, but without covenant or warranty, express or implied, to James E. Adams and Betty W. Adams, husband and wife as joint tenants (herein called Grantee), the real property in the City of Dunsmuir, County of Siskiyou, State of California, described as follows:

Commencing at the Southwest corner of Lot Seventeen (17) of C.T. Kemp's Subdivision, North of Town of Dunsmuir, Siskiyou County, California; thence Northerly along the Easterly boundary of Siskiyou Avenue, seventy-five (75) feet; thence Easterly parallel with the Southerly boundary of Lot Seventeen (17) of C.T. Kemp's Subdivision, one hundred fifty (150) feet; thence Southerly seventy-five (75) feet to the Southerly boundary of said Lot Seventeen (17) of said C.T. Kemp's Subdivision; thence Westerly, one hundred fifty (150) feet along said Southerly boundary of said Lot Seventeen (17) of C.T. Kemp's Subdivision to the point of beginning.

Excepting therefrom a strip of land six (6) feet wide on the Southerly boundary of the above described land, and a strip of land ten (10) feet wide on the Easterly boundary of the above described land for road purposes forever.

This conveyance is made pursuant to the authority and powers vested in said Trustee, as Trustee, or Successor Trustee, or Substituted Trustee, under that certain Deed of Trust dated April 26, 2010, and executed by Nikos Glimidakis, a married man as his sole and separate property as Trustor, and recorded April 30, 2010, as Instrument Number 10-0003695, in Book N/A, Page N/A, of Official Records in the Office of the Recorder of Siskiyou County, California, and pursuant to the Notice of Default recorded December 19, 2014, as Instrument Number 14-0010960, in Book N/A, Page N/A, of Official Records of said County, Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by said Deed of Trust, including, among other things, as applicable, the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default or the posting of copies of the Notice of Sale or the publication of a copy thereof.

Mail Tax Statements To: SAME AS ABOVE

At the time and place fixed in the Notice of Trustee's Sale, said Trustee did sell said property above described at public auction on May 28, 2015, to said Grantee, being the highest bidder therefor, for \$60,247.98 cash, lawful money of the United States.

In Witness Whereof, said Mt. Shasta Title & Escrow Company, as Trustee, has this day caused its corporate name and seal to be hereunto affixed by its Authorized Officers, thereunto duly authorized by resolution of its Board of Directors.

Dated: May 12, 2015

Mt. Shasta Title & Escrow Company,

By: [Signature]  
Vern E. Drane, President

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

STATE OF California )  
COUNTY OF Siskiyou )

On 5/29/15 before me, Shannon House, Notary Public, personally appeared Vern E. Drane

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

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

WITNESS my hand and official seal.

Signature [Signature]



This area for official notarial seal

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## Siskiyou County Assessor's Parcel Search

MIKE MALLORY, ASSESSOR  
ASSESSMENT AND PROPERTY INFORMATION

[Back to Search Page](#)

### ASSESSMENT INFORMATION

Parcel Number (APN):

Status:

Assessee Name:

Mailing Address:

Situs Address:

Current Doc. No./Date:

Tax Rate Area:

Use Code:

Acreage:  Zoning:

### ASSESSED VALUES

Assessment Roll Year:

Land:

Structure:

Fixtures:

Manufactured Home:

Fixtures Real Prop.:

Personal Property:

Homeowner's Ex.:

Other Exemption:

Other Ex. Type:

Net Assessed Value:

Ag Preserve:

Timber Preserve:

### PARCEL DESCRIPTION

TWP:

RGE:

SEC:

- 
- 
- 

### TRANSFER HISTORY

*Last six transfers since 1999, if any. Indicated Sales Price based on Documentary Transfer Tax.*

Event Date	Document No.	Transferor Name	Indicated Sales Price	Multi-Parcel
06/10/2015	20150005332	ADAMS JAMES E & BETTY W	\$0	No
05/28/2015	20150004914	GLIMIDAKIS NIKOS & RAVEN BLAIR	\$0	No
08/13/2010	20100007109	GLIMIDAKIS NIKOS	\$0	No
04/30/2010	20100003695	ADAMS JAMES E & BETTY W	\$60,000	No
08/30/2005	20050014093	SWEASEY HAROLD B JR & DONNA R	\$94,000	No
01/31/2003	20030001829	ADERS JOHN R & HELEN M TRUST	\$60,000	No

[Back to Search Page](#)

Parcels accessed to date: 579328

City of Dunsmuir  
 5915 Dunsmuir Ave.  
 Dunsmuir CA 96025



GLIMIDAKIS, NIKOS  
 4839 HOEN AVE  
 SANTA ROSA CA 95404-7453

1928  
 Cycle Section Sequence  
 01 005 0050001180

Account Number  
 01-0001001  
 Location ID  
 SISK-004838-0000-00

Bill Date	Amount
05/01/2015	3,209.96
After	Pay
05/26/2015	3,216.32

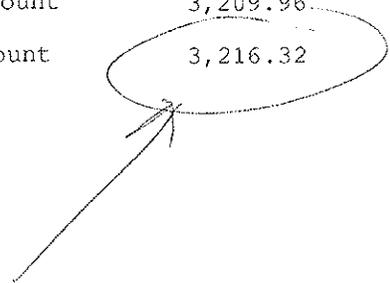
Return This Portion With Payment

Keep This Portion For Your Records

Customer Name	Property Address
GLIMIDAKIS, NIKOS	4838 SISKIYOU AVE
Account Number	Cycle Section Sequence
01-0001001	01 005 0050001180

BC	METER NO.	Curr Date	Curr Read	Prev Date	Prev Read	Mult Usq	Amount
PB							3,146.40
SW							30.08
GA							23.48
SI							10.00

Billing Date 05/01/2015	Net Amount	3,209.96
After This Date 05/26/2015	Pay This Amount	3,216.32



# City Council Agenda Item

## Interim City Manager Staff Report

### New Business

**Item No:** 16.A.  
**Date:** August 20, 2015  
**Subject:** Consider and approve proposal to provide landscape architectural services for Tauhindauli Park from Tom Hesseldenz & Associates

There has been significant conversation of late about the presentation of Tauhindauli Park. The Garden Club asked and the City accepted maintenance responsibilities for the Park in 2014. The City has provided a level of maintenance that was thought to be correct for some time.

It has been discovered that there is a master plan that anticipates a different level of maintenance and presentation. There is also an endowment fund and annual amount of interest from that endowment available to the City to maintain and improve the existing park.

As you can see by the attached proposal, Mr. Hesseldenz was involved from the beginning with the park and presents a long list of projects that could be undertaken to improve the park. He is also familiar with originally anticipated maintenance and planting efforts to make this a natural presentation.

It is anticipated that Mr. Hesseldenz would take assignments from the City Manager and future improvements would be undertaken when moneys are available from grants or the endowment and the City Council provides specific approval. It is also required by the resolutions passed by Garden Club and City Council that Garden Club and Department of Fish and Wildlife be involved and advise the City on maintenance and future improvements.

**Recommendation:** Move to authorize staff to retain Tom Hesseldenz & Associates to provide landscape architectural services for Tauhindauli Park based on August 12, 2015 proposal.



Ecologically-Sustainable Landscape Architecture and Site Planning Services  
Parks & Greenways • Trails • Ponds • Healing Gardens • Lodges & Estates  
Stream and Natural Area Restoration • Wetland & Stormwater Mitigation

August 12, 2015

Mr. Randy Johnsen, Interim City Manager  
City of Dunsmuir  
5915 Dunsmuir Avenue  
Dunsmuir, CA 96025

RE: Proposal to Provide Landscape Architectural Services for Tauhindauli Park

Dear Randy:

Thank you for the opportunity to submit a proposal to provide ecological landscape architectural services for overseeing maintenance and further build-out of Tauhindauli Park.

I designed and oversaw construction of the original Tauhindauli Park facilities for the Dunsmuir Garden Club in the mid-1990's, funded by a grant from the Cantara Trustee Council following the 1991 Cantara Spill. At that time, I also prepared a master plan for the Park that was informally approved by the City, the Cantara Trustee Council, and the California Department of Fish and Wildlife (see attached).

More recently, I assisted with acquisition of the Rhinesmith Property for addition to the Park, funded by grants from the Cantara Trustee Council and the Masson family, and I provided design and grant writing services to the River Exchange for trail paving, a boardwalk, and meadow restoration. The City of Dunsmuir has also retained me on several occasions to provide guidance for invasive plant species removal and other park maintenance activities.

Over the course of my involvement in Tauhindauli Park, I have become very familiar with the various other players involved, including Caltrans, Pacific Power, Union Pacific, the California Department of Fish and Wildlife, Dunsmuir Elementary and High Schools, City staff, the Dunsmuir Recreation and Parks District, the Dunsmuir Garden Club, the Dunsmuir Rotary Club, and various individual local businesses and landowners. These relationships will be very helpful in my ability to assist the City in making the most of Tauhindauli Park.

Tauhindauli Park, when fully built-out, will provide significant economic and quality of life benefits to the local community. As illustrated on the master plan, the Park could include a nature center, large pond, and trail connections to the City Park, the downtown area, and across the river. At full build-out, it will be a very popular destination for both local residents and visitors to the area.

My proposed scope of work, total estimated cost, timetable, terms, fees, and other information are provided below.

Scope of Work:

1. *Oversight of On-going Maintenance:*

- Meet onsite with City staff and contractors to identify work needed.
- Periodically check on work and provide feedback.
- Provide copies of Park construction drawings.
- Provide guidance on the control and removal of invasive non-native species.
- Provide guidance on the planting of additional native plant species.
- Periodically assess various Park facilities to identify needed repairs and maintenance.

2. *Oversight and Coordination of Near-future Small-scale Improvements:*

- Assist with planning, design, and permitting associated with a permanent restroom.
- Design and oversee installation of small prefab steel truss bridge at meadow outlet.
- Design, lay-out, and oversee construction of go-down trails for river access.
- Oversee interpretive marker repair/replacement and printing of additional brochures.
- Prepare laminated Park map to be installed on the trailhead signboard.
- Oversee uniform painting of bridge piers to facilitate easier ongoing graffiti maintenance.

3. *Master Plan Review and Update:*

- Meet with City staff, City Council, and the Rec District to review the Park master plan.
- Meet with key landowners (Pacific Power, Union Pacific, CDFW, Alvarez, Pontier, etc.).
- Prepare an administrative draft update of the master plan based on feedback received.
- Assist the City in retaining a planning firm to update the Park's CEQA document.
- Assist with community outreach, agency/public scoping, and public hearings.
- Prepare a final master plan drawing/narrative based on the outcome of the CEQA update.

4. *Grant Writing for Phased Implementation of Highest-priority Master Plan Components:*

- Trail connection to City Park (ADA-compliant paved trail and boardwalk).
- Trail connection across river at historic location (suspension bridge, railroad undercrossing, ADA-compliant paved trail, and new parking area below ballfield).
- Trail connection to Downtown, crossing river at Lift Station (prefab steel truss bridge, sewerline incorporation, railroad undercrossing, and ADA-compliant paved trail).
- Trail connection to Upper Soda Spring itself, and re-building of historic gazebo at spring.
- Trail connection from River Avenue to Siskiyou Avenue along east side of I-5.
- Sidewalk along portion of Upper Soda Springs Road.
- Conversion of former Rhinesmith residence to Nature Center (including driveway realignment and installation of limited parking spaces).
- Conversion of former Rhinesmith guest cottage to resident caretaker's house.
- Restoration and interpretation of historic Upper Springs Resort site.
- Large pond installation (diversion from river, spawning stream, pond, fish viewing chamber, wildlife viewing platform, kid's fishing opportunities, meadow restoration).
- Land tenure to facilitate above (CDFW, PacifiCorp, Alvarez, Pontier, and Union Pacific).
- Security lighting at existing trailhead .

Estimated Costs:

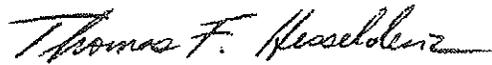
1. Maintenance Oversight	4 hrs/mo x 6 mos/yr	\$ 2,640/yr
2. Near-future Improvements	20 hrs/project x 2 projects/yr x 3 yrs	\$ 4,440/yr
3. Master Plan Review/Update	100 hrs x 1 yr	\$11,000
4. Grant Writing	50 hrs/grant x 1 grant/yr x 3 yrs	\$5,500/yr
<b>TOTAL FIRST YEAR</b>		<b>\$23,580</b>
<b>TOTAL SECOND AND THIRD YEARS</b>		<b>\$12,580/YR</b>
<b>TOTAL FOURTH YEAR AND THEREAFTER</b>		<b>\$2,640/YR</b>

Terms and Fees:

I will provide the above services for total amounts not to exceed those given above, and will invoice you monthly for these services, based on the attached 2015 Fee Schedule. I will only undertake tasks requested by you. If you request increases in the scope of work, the applicable not-to-exceed totals will be adjusted to reflect those changes and will be submitted to you for your approval.

\* \* \*

Thank you again for the opportunity to submit a proposal to provide ecological landscape architectural services for overseeing maintenance and further build-out of Tauhindauli Park. This Park is a great resource for the community of Dunsmuir, and with high-quality maintenance and continued build-out will yield very significant benefits in coming years.



Tom Hesseldenz, Owner/Principal  
Tom Hesseldenz and Associates

Attachments:

Tauhindauli Park Master Plan  
THA 2015 Fee Schedule

REVISIONS BY:  
 SRS/MS TTH  
 6/20/10 TTH

TAUHINDAULI PARK COMPONENTS  
 RECREATION AND PARKS DEPARTMENT  
 CITY OF DUNSMuir

FORESIGHT SURVEYING  
 10000 15th Street, Suite 100  
 San Francisco, CA 94133  
 (415) 774-1100

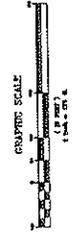
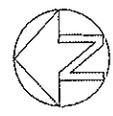
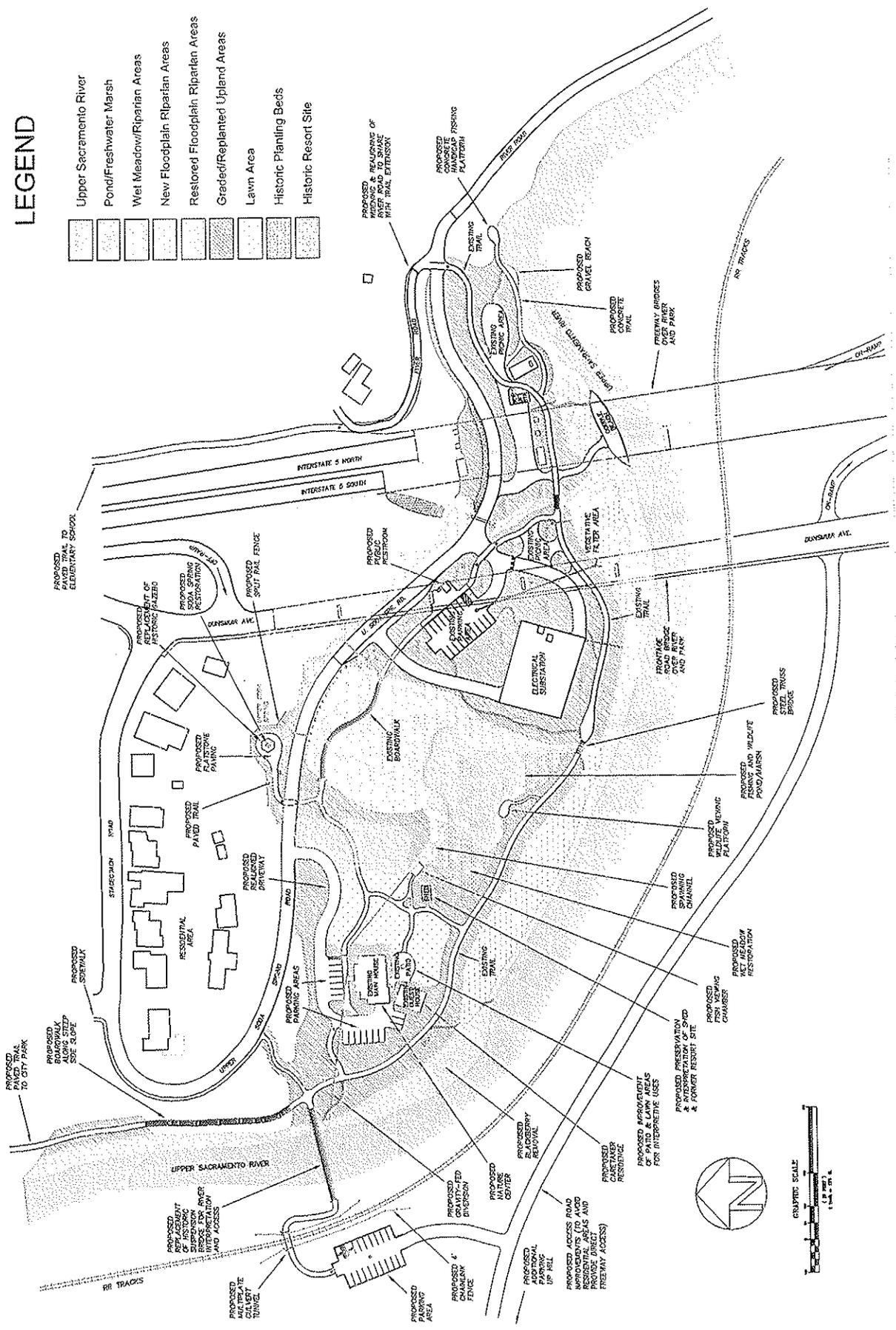
TOM HESSELDENZ & ASSOCIATES  
 10000 15th Street, Suite 100  
 San Francisco, CA 94133  
 (415) 774-1100

DATE: 05/10/10  
 SCALE: 1" = 100'  
 DRAWN: TTH  
 DESIGNED: TTH  
 CHECKED: TTH  
 JOB: DDC  
 SHEET: MP-1

MP-1  
 OF 1 SHEET

# LEGEND

- Upper Sacramento River
- Pond/Freshwater Marsh
- Wet Meadow/Riparian Areas
- New Floodplain Riparian Areas
- Restored Floodplain Riparian Areas
- Graded/Replanted Upland Areas
- Lawn Area
- Historic Planting Beds
- Historic Resort Site





Ecologically-Sustainable Landscape Architecture and Site Planning Services  
Parks & Greenways • Trails • Ponds • Healing Gardens • Lodges & Estates  
Stream and Natural Area Restoration • Wetland & Stormwater Mitigation

## 2015 FEE SCHEDULE

### Personnel:

Principal	\$110/hour
Associate	\$75/hour
Clerical	\$45/hour
Sub-consultants (mapping, studies, CEQA/NEPA, permits, engineering, etc.)	Cost + 10%
Sub-contractors and employment agency laborers (design-build projects only)	Cost + 15%
Office consultation (over the phone)	15 minute minimum
Office consultation (in person)	30 minute minimum
On-site consultation	2 hour minimum

### Expenses:

Drawings plotted on 11'x17' bond paper	\$2/sheet
Drawings plotted on 24" x 36" bond paper	\$4/sheet
Drawings plotted on 36" x 42" bond paper	\$6/sheet
Drawings plotted on 24" x 36" vellum	\$9/sheet
Drawings plotted on 36" x 42" vellum	\$12/sheet
Drawing copies (blueprint, blackline, color, sepia, vellum, mylar, etc.)	Cost + 15%
Postage and Shipping (other than first-class postage for single letters)	Cost + 15%
Laser level equipment rate	\$25/day
Mileage (plus 50% of personnel hourly rate for travel time)	56.5¢ mile
Travel expenses (multi-day trips only; in addition to mileage)	Cost + 15%
Permit application fees	Cost + 15%
Construction materials and supplies (usually on design-build projects only)	Cost + 15%
Late payment fee (over 30 days)	1.5%/month

**City Council Agenda Item**  
**Interim City Manager Staff Report**  
**New Business**

**Item No:** 16.B.  
**Date:** August 20, 2015  
**Subject:** Receive and file report that funds restricted for maintenance of Tauhindauli Park were expended to weed eat, remove blackberry infestation and dead limbs and trees

Under the direction of Tom Hesseldenz and Public Works Supervisor, a crew from Native Grounds was retained to clear out infestation of blackberry bushes, ivy choking out trees, dead limbs and sucker trees, and other non-native plants (weeds) that were destroying native plants and restricting use of Tauhindauli Park. A crew of three worked 5 hours on Saturday and Sunday July 25 and July 26 for a total of 30 hours labor.

This work has been reported to Garden Club and several others who were involved with the origination of Tauhindauli Park and they have thanked the City for this effort. This is viewed by staff as step one in the reclaiming of the park.

This is reportedly the third time that non-native species have been eradicated from the park. While other grants have been available in the past for this effort, it is possible a donor will provide for this effort. If not the cost will be assessed against a prior grant received by Garden Club for maintenance of the park. There are no general fund moneys involved in this activity.

**Recommendation:** Move to receive and file report.

Native Grounds Nursery & Garden Center

(530) 926-4077

Lic. # 727473

1172-A South Mt. Shasta Blvd.

# Invoice

Date	Invoice #
7/28/2015	7113

Bill To
City of Dunsmuir Randy Johnsen 5915 Dunsmuir Ave. Dunsmuir, CA 96025

P.O. No.	Terms	Project
	net 10 days	

Quantity	Description	Rate	Amount
	7/25/15 WORK COMPLETED AT TAUHINDAULI PARK, DUNSMUIR Weed wacking, blackberry removal and removal of dead limbs and trees.		
30	Labor: 30 hrs.	45.00	1,350.00
1	Materials: gas for equipment; weed wacker string	33.50	33.50
	Sales Tax	7.50%	2.51

Purchase Order  
 Vendor 19-2019 Date 7/11/15  
 Amount 1,386.01  
 Approved By [Signature]

Payments over 10 days - 2.5% monthly finance charge Payments by credit cards - 3.5% service charge	<b>Total</b>	\$1,386.01
---	--------------	------------

## City Manager

---

**From:** mcshanta . <mcshanta@gmail.com>  
**Sent:** Thursday, July 30, 2015 2:31 PM  
**To:** City Manager  
**Subject:** Re: FW:

Thank you very much. Talked to Fran this morning and we both appreciate the work you are doing. Am forwarding the mail and accompanying pictures.

Mari

On Wed, Jul 29, 2015 at 7:28 PM, City Manager <[citymanager@ci.dunsmuir.ca.us](mailto:citymanager@ci.dunsmuir.ca.us)> wrote:  
Over eight feet high blackberry bushes and other non-native and invasive plants were removed from Tauhindauli Park last weekend by Native Grounds Nursery crew under the supervision of Tom Hesseldenz who designed the park. The meadow was the first phase of cleanup work that was done. Ivy and blackberry bushes chocking off trees remain the priority for removal. Dead trees and sucker trees that may damage facilities if allowed to grow to maturity will soon be removed. Ditches full of non-native weeds and brush will be cleaned out and made functional, also under the direction of Tom Hesseldenz. Paths to river for fishermen are also being cleared. Shrubs and plants that were planted and have died will be replaced as soon as possible.

This work is being funded from the remains of \$10,500 grant received by Garden Club and forwarded to City. A new grant will be requested by City for additional cleanup work and first phase of the permanent bathroom. Hopefully the bathroom can be installed/finished with a second grant request.

Please forward this information on to Fran Fields and other members of Garden Club. I enjoyed meeting with you before. Please do not hesitate to contact me if there are questions.

Randy L. Johnsen  
Interim City Manger  
(530) 235-4822 x 103  
[citymanager@ci.dunsmuir.ca.us](mailto:citymanager@ci.dunsmuir.ca.us)

-----Original Message-----

From: Randy L. JOHNSEN [mailto:[randyljohnsen@gmail.com](mailto:randyljohnsen@gmail.com)]  
Sent: Wednesday, July 29, 2015 6:36 PM  
To: City Manager <[citymanager@ci.dunsmuir.ca.us](mailto:citymanager@ci.dunsmuir.ca.us)>  
Subject:

August 20, 2015 16. Co

**City Manager**

---

**From:** City Manager  
**Sent:** Monday, August 10, 2015 6:34 PM  
**To:** 'juliettitus@gmail.com'  
**Subject:** FW: A short spot for speaker - Aug 20th?  
**Attachments:** CityCouncilSpeakerForm.pdf

Julie,

I will put you on Aug 20 agenda under new business.

Randy L. Johnsen  
Interim City Manager  
(530) 235-4822 x 103  
[citymanager@ci.dunsmuir.ca.us](mailto:citymanager@ci.dunsmuir.ca.us)

**From:** Julie Iskra  
**Sent:** Monday, August 10, 2015 12:15 PM  
**To:** City Manager <[citymanager@ci.dunsmuir.ca.us](mailto:citymanager@ci.dunsmuir.ca.us)>  
**Subject:** FW: A short spot for speaker - Aug 20th?

Just an FYI...she wants to be on the agenda.  
Julie

**From:** Julie T Titus [<mailto:juliettitus@gmail.com>]  
**Sent:** Monday, August 10, 2015 11:18 AM  
**To:** Julie Iskra <[utilitybilling@ci.dunsmuir.ca.us](mailto:utilitybilling@ci.dunsmuir.ca.us)>  
**Subject:** A short spot for speaker - Aug 20th?

Hi Julie,

I left you & Randy a voicemail this morning.

I am emailing my scanned Speaker Request form.  
Hope this might work for a brief intro and summary for your upcoming City Council meeting August 20th -I will be contacting Dan Padilla as well to see if he might be available that eve.

Thanks much!  
julie

\*\*\*\*\*  
Julie Therpp Titus  
Fire and Safety Specialist  
530-859-0106 - cell  
530-926-1800  
\*\*\*\*\*

Julie Titus@gmail.com



# SPEAKER REQUEST FORM

If you wish to address the legislative body on a particular issue, please complete the following request and return it to the City Clerk/Deputy City Clerk prior to the beginning of the meeting. Each Speaker will be limited to one three (3) minute opportunity to speak unless the City Council makes an exception due to special circumstances.

DATE: Aug 20, 2015 (city council mtg)

NAME: Julie T. Titus

ADDRESS: 330 Twin View Ct. Mt. Shasta

PHONE: 530-859-0306

I wish to address the legislative body on Agenda Item #: (not yet on agenda) / Aug. 20<sup>th</sup> Mtg.

Regarding: My role as Project Manager working with small group team, Geo Elements LLC - in Updating Dunsmuir's Community Wildfire Protection Plan (CWPP). General tasks, schedule, meeting dates & field O's.

Thank-you - 08/10/15

**Dunsmuir Fire Safe Council**  
PO Box 65 Dunsmuir CA 96025  
[dfsc.dunsmuir@gmail.com](mailto:dfsc.dunsmuir@gmail.com)



August 14, 2015

Hello,

Dunsmuir Fire Safe Council is the recipient of a California *State Response Area* grant to update the Dunsmuir CWPP. Geo Elements was selected by DFSC and FSCSC to update the CWPP. Our team has extensive experience in all aspects of wildland fire and fuels management but specializing in community protection planning. I'm Geo Elements' project leader for this project.

You've been identified as a key decision maker and are invited to attend and participate in our CWPP kick-off meeting.

This meeting is scheduled for:

**TUESDAY AUGUST 25th 4:00 - 6:00 PM**

**Location: Dunsmuir High School Annex Building**

**Address: 5805 High School Way, Dunsmuir, CA.96025**

The intent of this meeting is to meet with key decision makers to solicit input for the final content and structure of the CWPP, identify areas of emphasis and potential concerns, develop CWPP goals and objectives, identify values/assets at risk, and to discuss the first public workshop that is tentatively planned in October.

If you have any concerns or questions, please contact me at your earliest convenience.

On behalf of DFSC, we look forward to seeing you there!

Thank-you,

Julie Thrupp Titus

Wildland Fire/Fuels Specialist  
Geo Elements, LLC  
530.859.0306

**Mari C Shanta**  
**DFSC President**

# City Council Agenda Item

## Interim City Manager Staff Report

### New Business

**Item No:** 16.D.  
**Date:** August 20, 2015  
**Subject:** Consider and appoint screener to review free surplus federal property for use at Dunsmuir Airport/Mott Field

It has brought to the attention of airport committee council participants and Interim City Manager that there is a federal surplus program for equipment that can be claimed at no cost by local airports and other activities. The process to appoint a screener and get that person qualified to review and claim surplus equipment is presented in the attached Advisory Circular.

Sam Lanier of FireWhat? presents that he has performed as a screener for CalFire in the past and is willing to do this for the City of Dunsmuir in order to obtain equipment for use at the airport at no cost to the City for his involvement.

This is seen as an excellent opportunity to obtain equipment such as sweepers, approach lights, boundary lights, trucks, tractors, snow plows, beacons, fencing, hangars, radio equipment, and a lot more. The only requirement is that the equipment be maintained appropriately and if used for other than airport related uses that the airport account be reimbursed an appropriate amount.

**Recommendation:** Move to authorize Interim City Manager as Airport Manager to process appointment of Sam Lanier to act as screener for FAA surplus equipment to be used at the airport.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

# Advisory Circular

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**Subject:** Federal Surplus Personal Property  
Program for Public Airport Purposes

**Date:** 8/31/2012  
**Initiated By:** APP-520

**AC No:** 150/5150-2C  
**Change:**

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## 1. PURPOSE.

This Advisory Circular (AC) acquaints public airport sponsors and other interested parties with the Federal Surplus Personal Property Program for Public Airports. It contains the procedures for applying for screener credentials and to request authorized surplus personal property through the GSAXcess® system administered by the General Services Administration (GSA) for disposition of federal surplus personal property.

## 2. PERSONAL PROPERTY DEFINITION.

“Personal property” means any property, except real property. 41 C.F.R. § 102-36.40. The GSA definition of “real property” is “Any interest in land, together with the improvements, structures, and fixtures located thereon, and appurtenances thereto, under the control of any Federal agency...” 41 C.F.R. §102-71.20. The Federal Aviation Administration (FAA) Financial Manual defines “Personal Property” as “any tangible property not meeting the definition of real property. It is not consumed in use, does not lose its identity when put into use and does not ordinarily become a non-severable component of other property.” The FAA Financial Manual further defines “Real Property” as, “A type of general property, plant, and equipment, consisting of assets of a fixed nature such as land, buildings, and other structures.”

## 3. APPLICABILITY.

This AC is intended primarily for airport operators, or their agents, who monitor and manage the day-to-day operation of the airport and who may also have operational responsibility for certain airport-related facilities. The Federal Aviation Administration (FAA) recommends the guidelines and standards in this Advisory Circular for the disposition of Federal surplus personal property.

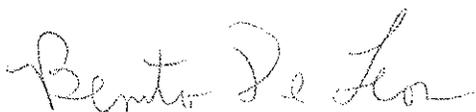
## 4. CANCELLATION.

This AC cancels AC 150/5150-2B, Federal Surplus Personal Property for Public Airport Purposes, dated October 1, 1984.

**5. CHANGES.**

a. Streamlines the AC by limiting the focus to information required for public airports to participate in the Federal Surplus Personal Property Program for Public Airport Purposes.

b. Updates the points of contact for FAA Airports Regional and District Offices.

A handwritten signature in cursive script that reads "Benito De Leon".

Benito De Leon, Director  
Office of Airport Planning  
and Programming

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**I-1. AUTHORITY FOR THE DONATION OF SURPLUS PROPERTY TO AIRPORTS.**

a. The authority for the donation of surplus property is 49 U.S.C. §§ 47151-47153. These statutes authorize Federal executive agencies or instrumentalities to convey to a State, political subdivision of a State, or tax-supported organization any interest in surplus property:

(1) that the Secretary of Transportation decides is:

(a) desirable for developing, improving, operating, or maintaining a public airport (as defined in section 47102 of this title);

(b) reasonably necessary to fulfill the immediate and foreseeable future requirements for developing, improving, operating, or maintaining a public airport; or

(c) needed for developing sources of revenue from nonaviation businesses at a public airport; and

(2) if the Administrator of General Services approves the conveyance and decides the interest is not best suited for industrial use.

49 U.S.C. 47151(a)(1)(2).

Except for requests made by Federal executive agencies or instrumentalities, the Federal Government "shall give priority consideration" to a request made by a public agency (as defined in 49 U.S.C. 47102) for surplus property for use at a public airport. 49 U.S.C. 47151(e). Privately owned public airports are not eligible for donations through the surplus personal property program.

There is also a requirement that FAA Airports Regional or District Office approves the transfer.

b. The donation of surplus property is subject to certain terms and conditions requiring the property to be used for airport purposes. These terms are the "Certifications, Agreements, and Assurances" contained in Appendix 1 of this AC, and are agreed to at the time of the public airport's application for screener authorization. When the screener requests Federal surplus property, he or she is making an offer of performance for the property. This becomes a contract if, and when, the transferring agency releases the property to the public airport.

c. FAA Order 5150.2, Federal Surplus Property for Public Airport Purposes, provides guidance and procedures for FAA participation in the disposition of Federal surplus property by the GSA for public airport purposes. FAA Order 5150.2 can be found at:

[http://www.faa.gov/regulations\\_policies/orders\\_notices/index.cfm/go/document.current/docume ntNumber/5150.2](http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/docume ntNumber/5150.2).

## **1-2. FAA RESPONSIBILITIES IN THE TRANSFER OF SURPLUS PERSONAL PROPERTY TO PUBLIC AIRPORTS.**

The FAA Airports Regional or District Office:

- a. Determines the property requirements of any State, political sub-Region of a State, or tax-supported organization for public airport use;
- b. Sets eligibility requirements for public airports (responsibility of APP-500, Airports Financial Assistance Division) and makes determinations of eligibility;
- c. Certifies that property listed on a transfer request is desirable or necessary for public airport use;
- d. Advises GSA of FAA Airports Region or District Office officials authorized to approve transfer requests and notifies GSA of any changes in signatory authority;
- e. Determines and enforces compliance with the terms and conditions under which surplus personal property is transferred for public airport use; and
- f. Authorizes public airports to visit holding agencies for the purpose of screening and selecting property for transfer. This responsibility includes:
  - (1) Issuing a screening card or letter of authorization to only those persons who are qualified to screen.
  - (2) Maintaining a current record (to include names, addresses, and telephone numbers) of screeners operating under FAA Airports Region or District Office authority and making those records available to GSA upon request.
  - (3) Recovering any expired or invalid screener authorizations or issuing a notice that the Letter of Authorization has expired.

## **1-3. PUBLIC AIRPORT RESPONSIBILITIES IN THE REQUEST AND RECEIPT OF SURPLUS FEDERAL PERSONAL PROPERTY.**

Public Airports who want surplus Federal personal property under this program must:

- a. Apply to the FAA Airports Region or District Office for a screening card or letter. See Appendix 2 for a list of points of contact.
- b. Apply to the FAA Airports Region or District Office for access to GSAXcess®. See Appendix 3 for an application form.
- c. Screen for available surplus personal property in person or by using GSAXcess®.

d. Coordinate with their servicing FAA Airports Regional or District Office to facilitate transfers of eligible property to authorized recipients by notifying the FAA Airports Regional or District Office when screeners are no longer eligible to screen.

e. Certify that the requested property is for public airport use.

f. Arrange for pick up and/or pay packing, crating, handling, and transportation for allocated property.

g. Ensure that requests for Federal surplus personal property are authorized prior to physical receipt of the property and by providing the FAA Airports Regional or District Office with signed copies of all transfer orders notifying them that pick up or shipment has been accomplished.

h. Maintain the property in good repair and make it available for inspection by FAA Airports Regional or District Offices upon request for the remaining useful life, or a maximum of one year from the date of receipt.

i. Not sell, salvage, donate, or otherwise dispose of the property without the consent of the FAA Airports Regional or District Office.

j. Not use surplus personal property received for non-airport purposes except when the following conditions are met:

(1) The use is for public purposes.

(2) The use does not result in personal profit.

(3) The use does not interfere with the continued availability of the property for airport purposes.

(4) The airport account is fully credited with the fair retail value of the property and reimbursed for any cost of repairs attributable to the permitted non-airport use.

k. Not include either the original cost or current value, depreciation or amortized cost of the property in airport rates and charges.

#### **1-4. PROPERTY ELIGIBLE FOR TRANSFER UNDER THIS AUTHORITY.**

a. The items listed below are examples of types of equipment typically required for the development, improvement, operation, or maintenance of a public airport. The listing is not intended to be all inclusive and the FAA Approving Official may require justifications for requests for equipment types not on the list.

sweepers  
rollers

approach lights  
boundary lights

mowers	wind cones
concrete mixers	wind socks
asphalt kettles	tetrahedrons
air compressors	wind tees
blitzers	segmented circles
dump trucks	wind direction indicators
rakes	cable
trucks	arresting barriers
tractors	blast fences
small utility vehicles	fencing
snow plows	utility systems/components
fire trucks	portable buildings or structures
aircraft rescue trucks	hangars
beacons	T-hangars
runway, taxiway and apron lighting	radio equipment
fixtures and equipment	navigational aids

b. If additional justification is requested by the Approving Official, a memo outlining the justification must be attached to the SF-123 (the form in Appendix 1) and submitted to the FAA Airports Regional or District Office explaining why the property is required. Justifications should include the present inventory of similar airport equipment, the specific use for which the property is requested, the procedures to be relied on to assure the continued availability for airport purposes, and the means by which the property will be maintained in serviceable condition.

#### **1-5. CRITERIA USED TO DETERMINE PROPERTY ELIGIBILITY FOR TRANSFER.**

The FAA Airports Regional or District Office will limit its recommendations to items that are listed in paragraph 9 of this AC, or to items having a similarly direct and primary application to the airport owner's continuing responsibility to operate, preserve, maintain, develop, and improve public airport facilities. Each request must be evaluated on its own merits. However, the FAA Airports Region or District Office, in certifying an airport owner's need for specific items of Federal surplus property, will consider the following factors:

a. **Relevance to Airport Facilities.** Many common items such as office equipment, passenger vehicles, printing and reproduction equipment, etc., may be needed to satisfy a general requirement of the owner of a public airport. However, FAA Airports Regional or District Office recommendations will be limited to items that will normally be used directly and primarily in the preservation, maintenance, operation, or development of basic airport facilities.

b. **Capability to Maintain.** Public airports receiving surplus Federal personal property will be required to maintain the property throughout its useful life. Some items, particularly complex heavy construction equipment, are costly to maintain. In certifying the need for equipment at a small airport, or at one with limited maintenance capabilities, the FAA Airports Regional or District Office will inquire as to the applicant's plans for maintaining it. A clear understanding should be reached that the public airport will not be relieved of this maintenance responsibility

due to a lack of maintenance capability normally required for the type of equipment requested. It should also be understood that the maintenance obligation does not extend into the indefinite future, but rather only as long as the property can, with proper care, be economically maintained in good working order. If there is any evidence that the public airport plans to request authority to trade in the item rather than maintain and use it, the initial request will not be approved. However, approval may be granted for the donation of selected items of equipment if needed to provide replacement components for similar items on hand.

#### **1-6. APPLICATION TO REQUEST TRANSFER OF FEDERAL SURPLUS PROPERTY.**

a. The airport applicant (representative/employee) must submit a written request (letter or e-mail), to the local FAA Airports Regional or District Office for designation as an eligible recipient of Federal surplus property.

b. The FAA Airports Regional or District Office will provide the requestor with:

- (1) A cover letter explaining the application requirements. (See Appendix 4)
- (2) An application for screener card or a Letter of Authorization. (See Appendix 5)
- (3) The “*Certifications, Agreements, and Assurances*” document. (See Appendix 1)
- (4) GSAXcess® Access Request Form. (See Appendix 3)

c. Once the required forms are correctly filled out, signed, and returned to the FAA Airports Regional or District Office, eligibility will be determined. If eligibility is confirmed, the FAA Airports Regional or District Office will sign the screener identification card or will issue a Letter of Authorization and return it to the authorized screener.

d. The airport is then eligible for assignment of a GSAXcess® User ID code by GSA. The FAA Surplus Personal Property Program Coordinator located at the FAA Airports Regional or District Office will forward the completed GSAXcess® User ID Request form to the FAA National Airport Property Utilization Officer, APP 520, in Washington, DC.

e. The FAA National Airport Property Utilization Officer will review the request and submit it to GSA for assignment of an Access Code. GSA will assign the appropriate GSAXcess® Access Code and will provide the Access Code ONLY to the authorized screener via e-mail message.

f. GSA will provide verification to the FAA Surplus Personal Property Program Coordinator at the FAA Airports Regional or District Office that the code has been issued to the authorized screener.

**NOTE:** The regulations carrying out Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et. seq.) require nondiscrimination assurances by the recipients of any Federal loan,

grant, or other assistance. 15 C.F.R. § 8.5. These assurances state that the assistance recipient will not discriminate on the basis of race, color, or national origin. Applicants must understand that such assurances, provided as a part of the Screener Application, also become part of the contract which results in release of the surplus property to them.

#### **1-7. USE OF PUBLIC AIRPORT AGENTS.**

a. Owners of airports may find it helpful to designate a State official, or recognized official of a collective association, not only to screen surplus property, but also to apply for the property as its agent.

b. When an agent represents an applicant; screening, preparation, and processing of applications use the following procedures where compatible with State law to expedite the process.

(1) An airport owner who wishes to use an agent must prepare a formal delegation of authority for the agent. It must empower the agent to apply for, screen, and request property on the airport's behalf and to commit the airport owner to the obligations listed in this AC. Provide copies of this delegation to the agent and to the FAA Airports Regional or District Office.

(2) An airport owner should provide its agent with a "want list" of general categories of surplus property desired for the airport. The agent should screen GSAXcess®, to determine the availability of items needed by the airport owners.

(3) The agent may contact or visit the site of the surplus property to determine its suitability to fill the airport owner's requirements.

(4) The agent should find out if the airport still wants the property in its current condition and location before it requests an item for an airport owner and GSA allocates a transfer.

#### **1-8. METHODS OF LOCATING SURPLUS PERSONAL PROPERTY.**

a. If a Federal agency wishing to transfer excess personal property is aware of a requirement for property by a public airport, the agency should annotate its Report of Excess Personal Property (SF 120), or the electronic report equivalent, to make GSA aware of this interest. In an addendum to the document, they should include the name of the requesting airport, specific property requested, and a brief description of how the airport intends to use the property. The airport should then contact the FAA Airports Regional or District Office to inform them of the excess personal property request. GSA allocates property to recipients after it has completed Federal excess screening,

b. GSAXcess® incorporates search criteria and a "Want List". GSAXcess® allows public airports and other users to search using specific criteria. The "Want List" enables users to indicate their property needs in terms of name, Federal Supply Class (FSC), condition and

location, and provides e-mail notification when new property items in the system database match items on their Want List. FSCs can be found electronically at

<http://www.dlis.dla.mil/JJ2/default.asp>.

c. Public airports should seek help from GSA Area Property Officers when they have questions and need training on the use of the GSAXcess® system. A complete list of Area Property Officers is located at:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?CONTACT\\_ID=Area+Property+Officers&CONTACT\\_TYPE=GROUP&contentType=GSA\\_CONTACTS](http://www.gsa.gov/Portal/gsa/ep/contentView.do?CONTACT_ID=Area+Property+Officers&CONTACT_TYPE=GROUP&contentType=GSA_CONTACTS).

d. Regional and local associations of airport owners may often be in a position to screen and find available surplus property suitable for transfer to public airports in their jurisdiction. The FAA Airports Regional or District Office will cooperate with these efforts and will refer these agencies to GSA for instruction in the use of the GSAXcess® System.

### **1-9. ALLOCATION OF PROPERTY REQUESTS**

a. When property is allocated by GSA, they will send an allocation email to the FAA Approving Official.

b. The FAA Approving Official at the FAA Airports Regional or District Office will review the request and make a determination as to the justification for the requested property and, if appropriate, electronically approve the request in GSAXcess®.

c. GSA will finalize the approval in GSAXcess® and send an email to the FAA Approving Official and the requestor with instructions and an electronic SF-123 containing the electronic approval signatures.

**NOTE:** If the FAA Approving Official determines that the request is not justified, they will enter a disapproval into GSAXcess® and GSA will notify the requestor.

d. When screening in person at a holding agency, the screener should prepare a SF-123 Transfer Order, obtain the required authorization from the FAA Airports Region or District Office, and forward the request to GSA.

### **1-10. PICKUP OR SHIPPING ARRANGEMENTS.**

a. Surplus personal property is under the jurisdiction of the agency that is holding the property. It is the responsibility of the receiving public airport or its agent to make arrangements with the point of contact listed on the SF-123 Transfer Order for pickup or shipping of the property. Arrangements must be made within 14 days of the date on the SF-123 Transfer Order.

b. If an approved SF-123 Transfer Order is not received within the 14-day period, or if pickup is not performed within the 14 days following GSA allocation, other disposition of the property may be made by the GSA Allocating Officer.

c. Repeated failures by public airports to remove property within the required time frame may have a negative impact for the public airport in the GSA allocation process.

### **1-11. OBLIGATION ON TAKING POSSESSION.**

Public airports receiving Federal surplus personal property must adhere to the responsibilities described in paragraph 8 of this AC.

### **1-12. ACCOUNTABILITY FOR PROPERTY**

a. When a public airport picks up surplus personal property, they must sign the SF-123 Transfer Order and fax a copy to the FAA Airports Regional or District Office. The FAA Airports Regional or District Office will add this surplus property to the inventory of surplus personal property held by the public airport. This inventory is the basis for periodic FAA reviews to assure the terms and conditions of the donations are being met.

b. Public airports will not be held accountable for surplus personal property for more than one year from the date of the donation. In certain circumstances, they may be relieved of accountability at an earlier date by the FAA Airports Regional or District Office on presentation of a satisfactory letter containing adequate justification requesting release.

### **1-13. REQUESTS FOR PROPERTY NOT COVERED UNDER THIS AUTHORITY.**

Airports may also be eligible to receive property donations through their State Agency for Surplus Property (SASP). Contact information can be found at:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA\\_BASIC&contentId=10790&noc=T](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=10790&noc=T).

The SASPs perform screening for State and local governments and eligible nonprofit organizations within the State. These SASPs may charge fees to recover administrative, screening, and transportation expenses from the final recipient.

## APPENDIX A. CERTIFICATIONS, AGREEMENTS, AND ASSURANCES

The transferee specified in block 13a on the obverse of this transfer order, in consideration of and for the purpose of obtaining any or all property for donation covered by such transfer order, recognizes and agrees that any such transfer will be made by the United States in reliance on the following certifications, agreements, and assurances:

### 1. OFFICIAL SIGNING IN BLOCK 13b AS REPRESENTATIVE OF:

#### a. STATE AGENCY.

(1) As a condition of the allocation of property listed in block 12, the State agency, for itself, and with respect to any such property to be distributed in an adjacent State, pursuant to an approved Inter State Distribution Agreement as agent for an authorized representative of the adjacent State, hereby certifies:

(a) It is the agency of the State designated under State law and as such has legal authority within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, 63 Stat. 386, as amended (hereinafter referred to as the Act), and the regulations of the General Services Administration to receive surplus property for distribution within the State to eligible donees within the meaning of the Act and regulations.

(b) The property listed on this document or attachments hereto is usable and needed by a public agency for one or more public purposes, such as conservation, economic development, education, parks and recreation, public health, public safety, and programs for older individuals, by an eligible nonprofit organization or institution which is exempt from taxation in the State under section 501 of the Internal Revenue Code of 1954 for the purpose of education or public health (including research for any such purpose), or by an eligible nonprofit tax-exempt activity for programs for older individuals.

(c) When the property is picked up by or shipped to a State agency, the State certifies that it has available adequate funds, facilities, and personnel to effect accountability, warehousing, proper maintenance, and distribution of the property.

(d) When the property is distributed by a State agency to a donee, or when delivery is made direct from a holding agency to a donee, that the donee who is acquiring the property is eligible within the meaning of the Act and the regulations of the General Services Administration, and that such property is usable and needed by the donee.

(2) With respect to donable property picked up by or shipped to a State agency, the State agency agrees to the following

(a) The right to possession only is granted and the State agrees to make prompt statewide distribution of the same, on a fair and equitable basis, to donees eligible to acquire property under section 203(j) of the Act and regulations of the General Services Administration, after such eligible donees have properly executed the appropriate certifications and agreements established by the State agency and/or the General Services Administration.

(b) Title to such property shall remain in the United States of America although the State shall have taken possession thereof. Conditional title to the property shall pass to the eligible donee when it executes the certifications and appropriate agreements required by the State agency and has taken possession of the property.

(c) The State agency further agrees that it will pay promptly the cost of care, handling, and shipping incident to taking possession of such property and that during the time the title remains in the United States of America, it will be responsible, as a bailee for mutual benefit, for such property from the time it is released to the State agency or to the transportation agent designated by the State agency; and that in the event of any loss of or damage to any or all of the property, it will file such claim and/or institute and prosecute to conclusion such proceedings as may be necessary to recover for the account of the United States of America the fair value of any such property lost or damaged.

(d) No surplus property hereafter approved for transfer by the General Services Administration shall be retained by the State agency for use in performing its functions unless such property use is authorized by the General Services Administration in accordance with the provisions of a cooperative agreement entered into between the State agency and the General Services Administration.

(3) Where an applicant State agency is acting under an interstate distribution agreement approved by the General Services Administration as an agent and authorized representative of an adjacent State with which it shares a common boundary, the certifications and agreements required above shall also be made by the applicant State agency respecting the donees in such adjacent State to which distribution will be made and the property to be distributed in the adjacent State, and such certifications and agreements shall constitute the certifications and agreements to the adjacent State on whose behalf and as whose authorized representative the applicant State agency is acting.

b. SERVICE EDUCATIONAL ACTIVITY. Pursuant to section 203(j) of the Act and regulations promulgated thereunder, and a designation of personal property listed in block 12 is requested. It is hereby certified that (1) the signer is appropriately authorized; (2) the property is usable and necessary to carry out the educational purposes of the transferee, is required for use to fill an existing need, and will be used for such purposes within 1 year after it is obtained; and (3) funds are available and will be paid, when requested, to cover cost of care and handling incident to the donation, including packing preparation for shipment, loading, and transporting such property.

c. PUBLIC AIRPORT. Pursuant to the Act and section 13(g) of the Surplus Property Act of 1944, 58 Stat. 770, as amended, and regulations promulgated thereunder, request is hereby made for the property listed in block 12. The transferee agrees that (1) funds are available to pay the costs of care and handling incident to donation, including packing, preparation for shipping, loading, and transporting such property; and (2) if such property is donated to the transferee it will (a) not be used, sold salvaged, or disposed of for other than airport purposes without the consent of the Federal Aviation Administration; (b) be kept in good repair; (c) be used for airport purposes; (d) be appropriately marked as Federal surplus property and will be made available for inspection upon request; and (e) at the option of the United States, revert to the United States in its then existing condition, if all the aforesaid conditions are not met, observed, or complied with.

d. STATE AGENCY SERVICE EDUCATIONAL ACTIVITY, PUBLIC AIRPORT OR DONEE.

(1) Assurance of Compliance, with GSA regulations, under Title VI of the Civil Rights Act of 1964, section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title XI of the Education Amendments of 1972, as amended, and section 303 of the Age Discrimination Act of 1975.

The transferee agrees that (a) the program, for or in connection with which any property covered by this transfer order is acquired by the transferee, will be conducted in compliance with, and the transferee will comply with and will require any other person (any legal entity), who through contractual or other arrangements with the transferee is authorized to provide services or benefits under said program, to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 or 101.8) issued under the provisions of Title VI of the Civil Rights Act of 1964, section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, and amended, 303 of the Age Discrimination Act of 1975 to the end that no person in the United States shall, on the ground of race, color national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the transferee receives Federal assistance from the General Services Administration; (b) this agreement shall be subject in all respects to the provisions of said regulations; (c) this agreement shall obligate the transferee and any other person (any legal entity), who authorized to provide services or benefits under said program, for the period during which it retains ownership or possession of any such property; (d) the transferee will promptly take, and continue to take, such action as may be necessary to effectuate this agreement; (e) the United States shall have the right to seek judicial enforcement of this agreement; and (f) this agreement shall be binding upon any successor in interest. (2) The transferee agrees that the Government assumes no liability for any damages to the property of the State or donee, any person, or public property, or for the personal injuries, illness, disabilities or death to employees of the State or donee, any other person subject to their control or any other person including members of the general public, arising from or incident to the property use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, or substance, or material harmless and indemnify the Government for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for monies or any type of relief arising from or incident to the transfer, donation, use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

**STATEMENT OF ADMINISTRATIVE ACTION**

2. OFFICIAL SIGNING IN BLOCK 14b AS REPRESENTATIVE OF:  
 a. DEPARTMENT OF DEFENSE. The Department of Defense (DLA or Sponsoring Military Service) has determined that the personal property listed in block 12 is authorized and approved for donation to the service educational activity in block 13a (subject to any interim request by a Federal agency)  
 b. FEDERAL AVIATION ADMINISTRATION. The Administrator of the Federal Aviation Administration has determined that the surplus personal property listed in block 12 is essential, suitable, or desirable for the development, improvement, operation, or maintenance of a public airport, or reasonably necessary to fulfill the immediate and/or

able future requirements of the grantee for the development, improvement, operation, or maintenance of a public airport.  
 3. OFFICIAL SIGNING IN BLOCK 14e AS REPRESENTATIVE OF GENERAL SERVICES ADMINISTRATION: The surplus personal property listed in block 12, except any disapproved items, is approved for transfer for donation purposes. Property listed hereon requested for transfer by a State agency is hereby allocated to that State. Such property will be held by the holding agency for a period no to exceed 42 calendar days from the surplus release date pending receipt of pickup or shipping instructions, whereupon it will be released to the donee.

SIGNATURE OF AIRPORT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF PERSON DELEGATED TO SCREEN/REQUEST SURPLUS PERSONAL PROPERTY \_\_\_\_\_

**APPENDIX B. FEDERAL AVIATION ADMINISTRATION REGIONAL AND AIRPORTS  
DISTRICT OFFICES AND REGIONAL BOUNDARIES**

The Address List for Regional Airports Division and Airports District/Field Offices is available at: [http://www.faa.gov/airports/news\\_information/contact\\_info/](http://www.faa.gov/airports/news_information/contact_info/).

**APPENDIX C. GSAXCESS ACCESS REQUEST FORM**

**NAME:**

**ACCESS LEVEL REQUESTED:**

**DONATION:**       **SEARCH ONLY:**   
**SEARCH AND REQUEST:**

**TELEPHONE NUMBER:** (Area Code) (      )

**FAX NUMBER:** (Area Code) (      )

**EMAIL ADDRESS:**

**PRIMARY ACTIVITY ADDRESS CODE:**

**AGENCY BUREAU CODE: 6905**

**AGENCY/Airport Sponsor:**

**MAIL ADDRESS**

**CITY/STATE:**

**ZIP CODE:**

**OTHER ADDRESSES** (provide email, fax, or both)

**NOTE:** Please fill out additional copies if you have more than one individual requesting a GSAXcess Access Code. EMAIL through your Airport Manager to your FAA Region or District Office.

**TO BE COMPLETED BY THE FAA.**

**FAA PERSON(s) TO CERTIFY SF 123'S:**

**EMAIL ADDRESS:**

**PHONE NUMBER:** (Area Code) (      )

**FAX NUMBER:** (Area Code) (      )

**APPENDIX D. FAA RESPONSE TO REQUEST FOR SCREENING PRIVILEGES**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

<name> Airports District Office  
<Address>

<date>

<name, etc.>

Dear <name>:

Enclosed, you will find an application/screener card form, for participation in the Federal Surplus Personal Property Program for Public Airports (Program). You will also find enclosed, a document entitled, "CERTIFICATES, AGREEMENTS, AND ASSURANCES". This document details guidelines of the Program, and requires signature by the Airport Manager and each screener applicant.

Please return the application, bearing the signature of the screener applicant on the card portion, and signature of the Airport Manager on the signature line on the back of the card. Provide a color facial photograph of sufficient size to fit the box on the screener card.

We will complete the approval process and mail your Screener Identification card to you with the required FAA signatures.

Once the approval process has been completed, you will be provided with a GSAXcess Access Code allowing access to the GSAXcess System for electronic screening of Surplus Personal Property.

If you have any questions or concerns, please telephone me at <telephone number>

Sincerely,

Name  
Title

Enclosures

# APPENDIX E. SCREENER APPLICATION FORM

## CERTIFICATIONS, AGREEMENTS, AND ASSURANCES

### SURPLUS PERSONAL PROPERTY SCREENER CERTIFICATION APPLICATION FOR OPTIONAL FORM 92

APPLICANT'S NAME: _____	<input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL
ORGANIZATION: _____	

EMAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_ PHONE NUMBER: (    )    FAX NUMBER: (    )   

List fields in which you have experience, education, or on-the-job training: (Auto mechanic, medical, administrative, etc.)

\_\_\_\_\_

SCREENING EXPERIENCE: \_\_\_\_\_ YEARS. EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

#### FOR SPONSORING AGENCY USE ONLY

Period of Screening Authorized:  
 [Will be two years from end of month issued, unless otherwise authorized.]

Federal Installations, Geographic Areas (STATES), or GSA Regions, Authorized to be screened:

♠ SPONSORING AGENCY OFFICIAL/DATE

FEDERAL AVIATION ADMINISTRATION

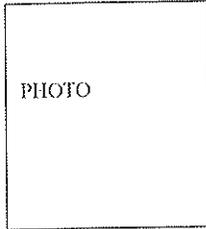
♠ SPONSORING AGENCY AND LOCATION

♠ CARD NUMBER/EXPIRATION DATE

-----CUT HERE----- CUT HERE -----CUT HERE -----

**APPENDIX E (cont)**

*SCREENER'S IDENTIFICATION*



NAME

---

ORGANIZATION

---

SIGNATURE OF SCREENER

---

SPONSORING AGENCY

---

NOT VALID TO IDENTIFY A FEDERAL EMPLOYEE.

AUTHORIZED FOR LOCAL REPRODUCTION      OPTIONAL FORM 92 (5/2001)

This Card Holder is authorized to screen and select personal property subject to the constraints hereon indicated

CARD NUMBER	EXPIRATION DATE
AUTHORIZED PROGRAM AND DATES	AUTHORIZED SCREENING LOCATION
SIGNATURE OF SPONSORING AIRPORT OFFICIAL	
SIGNATURE OF SPONSORING AGENCY OFFICIAL	

TO BE SURRENDERED TO ISSUING OFFICER UPON EXPIRATION OR TERMINATION OF AUTHORIZATION.

AUTHORIZED FOR LOCAL REPRODUCTION      OPTIONAL FORM 92 (5/2001)

**City Council Agenda Item**  
**Interim City Manager Staff Report**  
**New Business**

**Item No:** 16.E.  
**Date:** August 20, 2015  
**Subject:** Consider and authorize Interim City Manager to hire temporary help to replace Administrative Clerk during long term leave

Administrative Clerk has advised that she will be unable to work for 4 to 6 weeks beginning at the end of September. This is essentially a loss of 50% of office clerical staff and the primary clerical support and institutional memory for Interim City Manager.

In order to hopefully keep work flowing it is recommended that temporary replacement help be provided. Interim City Manager previously worked with person who served during her career with local government as Administrative Secretary, Administrative Assistant, and Deputy City Clerk. Since retiring she has done a couple Interim assignments most recently as City Clerk for the City of Santa Rosa.

She is a certified municipal clerk and college graduate. She is willing to work during the term Julie will be unable to work and even start the week before to be oriented to filing system and office procedures. She is also well trained in records retention procedures and can assist in moving that effort forward.

**Recommendation:** Move to authorize Interim City Manager to contract with Sara Anna on a temporary basis to replace Administrative Clerk during long term leave at \$35 per hour with no benefits.