

**AGENDA FOR THE REGULAR MEETING
DUNSMUIR CITY COUNCIL**

August 17th , 2023

REGULAR SESSION: 6:00 pm

CLOSED SESSION: to follow

Join Zoom Meeting: <https://us02web.zoom.us/j/84424135442>

Or Call: +1 669 900 6833

Enter Meeting ID: 844 2413 5442

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

- 1. CALL TO ORDER AND FLAG SALUTE**
- 2. ROLL CALL**
- 3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**
- 4. PUBLIC COMMENT**

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

This time is set aside for citizens to address the City Council on matters listed on the Consent Agenda as well as other items **not** included on the Regular Agenda. If your comments concern an item noted on the Regular Agenda, please address the Council when that item is open for public comment. **Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time to another speaker.** 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.

- 5. COUNCIL AND STAFF COMMENTS**
- 6. COMMITTEE REPORTS**
- 7. APPROVAL OF MINUTES – August 3rd, 2023**
- 8. CONSENT AGENDA:**
 - A. Check Register: 7/29-8/11/23**
 - B. MOE Council Verification of Minimum Spending on Public Safety**
- 9. PUBLIC HEARING: NONE**
- 10. OLD BUSINESS – MOU for Edible Food Waste with County**
- 11. NEW BUSINESS**
 - A. First reading of Ordinance 576 , An Ordinance of the City Council of the City of Dunsmuir Amending Title 15, Buildings and Construction, of the Dunsmuir Municipal Code**
 - B. CAL OES Jumpstart Grant JS22-013 Designation of Applicant's Agent Resolution for Non-State Agencies**

12. ADJOURN TO CLOSED SESSION:

Public Employee Performance Evaluation

(Government Code 54957)

Title: City Manager

13. REPORT BACK FROM CLOSED SESSION

14. OPEN SESSION: City Manager Contract Amendment

15. FUTURE AGENDA ITEMS

Future Agenda Items are topics brought to the City Council for review and/or action. All dates refer to first introductions and can be altered due to time and priority levels.

- Just Cause for Remote Participation in Public Meetings
- Annual Fireworks Ban Ordinance
- Sheriff's Contract Extension
- Review of Status of Supporting County Library
- Cannabis Ordinance Revision

16. ADJOURNMENT

Copies of this agenda were posted at City Hall, Dunsmuir City Library, and City Website 72 hrs. prior to meeting time.

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 to make reasonable arrangements to accommodate participation in the meeting.

CERTIFICATION

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

Wendy Perkins, Deputy City Clerk

Date

CITY OF DUNSMUIR
CITY COUNCIL MEETING MINUTES
AUGUST 3rd, 2023

CALL TO ORDER AND FLAG SALUTE:

Meeting was called to order @ 6:02 pm by Mayor Lucchesi

ROLL CALL:

Council members present: Keisler, Clarno, Deutsch, Bryan, Lucchesi

City staff present: City Manager Rief, Deputy City Clerk Perkins, Finance Director Michaelson

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

Ron McCloud – Town Historian Update. Gives a history of a berry farm on the north part of town. It was called “Hedge Berry Farm” the Hedge Creek naturally fed this berry farm. It’s. On the edge of lava flow, which caused basalt rocks to fracture into columns of stone, which settled in this place. Native Americans realized it was a cool and tranquil spot to cool off on a hot day. 1890’s first trail down into the canyon was built by Chinese RR workers. 1890’s Ross McCloud was owner of Upper Soda Springs resort (Tauhindauli Park now). There was a toll road across the river near this place. 1912 part of this road became part of State Highway 99. 1958 construction of interstate started. Berry farm was removed, and the creek was still there. Waterfall there at the time was still called Hedge Creek Falls. 1962 interstate was widened to 6 lanes total and a frontage road. Lots of land had to be removed, it was dumped into the canyon. At the time two sisters (Marie Reed & Margaret Brennan) owned the property and were shocked that such a thing could be considered. Mobilized the forces of the garden club. Members went door to door to collect signatures to rally action. Council passed unanimous proclamation urging the plans be changed to avoid burying the waterfall. State officials were sufficiently impressed and vowed to save the Hedge Creek Waterfall.

PUBLIC COMMENT – Open at 6:13 p.m.

David Hicks – Makes some comments on pedestrian safety in city streets. One of the reasons he came to Dunsmuir was the promise of safer streets. Has been seeing people more and more bombing down Dunsmuir Ave. Discovered that California enacted laws that allow city, if it meets requirements, to lower the speed limit in Historic District to 25 mph. Would like to see speed bumps or some other measures to slow down traffic.

Allison Leshefsky – Appreciate the town historian. Appreciates the power of collective action. Support the downtown rejuvenation and vacant and distressed ordinance. Wants to know what is up with the piece of plywood that’s been on the face of city hall for the past 2 months.

Peter Arth – Follows in lockstep with Ron and Allison regarding revitalization of Historic District. Hasn’t seen anything on the recent agendas regarding the revitalization of historic district. Longer the city waits to do this, the heavier the lift will be. Will turn off private investors and

government funding. Wants the city to put together a 5-member committee focused on preserving the historic district/downtown revitalization.

Steve Bryan extreme heat and water conservation. Wants people to be conscience of preserving our resources and keeping folks cool as weather heats up. Protect your neighbors and grandparents of extreme heat. Closed at 6:23 p.m.

COUNCIL AND STAFF COMMENTS

Rief- Worked with Kosmont this week to go over the downtown revitalization project. Needed to have extra seating it was so well attended.

Keisler – Speed Bumps and snow plows don’t work. Speed bumps are not an option. Look at flyers that Mr. Bryan is leaving regarding cooling centers. It’s fire season. Have your go bag ready, clear around house, and dryer vent. Can cause fires on a hot day. Brewfest is Saturday.

Deutsch - Kosmont meeting was very well attended. Does believe we are on the verge of doing something great with the business district. We have two look at it at two levels, economy for low income residents and seniors and the economy for the tourists during the high season. We are a trail town. If we had a process of place where they could take a shower (like Etna does) this would benefit the whole city. Would make it so that people that would otherwise leave here, stay and walk around a bit. See our FD perform at Brewfest as part of SSH.

Bryan – Was impressed with the retail aspect of the revitalization strategy. 30 plus members of the business community came on a Wednesday afternoon. If business owners can continue with the process it can fruit out some positive changes. Look forward to seeing everyone at Brewfest. Congratulate the mayor and city staff for getting OES grant which will fund a permanent position of Disaster Planning personnel. Grant Funding has been secured to fill this position.

Clarno – excited for brewfest. Fill out Active Transportation Plan survey.

Lucchesi – CAL OES JUMPSTART II will make us eligible to apply for grants.

We will be advertising this position. It’s a well-paid permanent full time position.

Joint meeting, Wednesday the 9th at 6 @ community center. Stakeholder engagement regarding Recreation and Parks. This weekend is Pacific Crest Music Festival (Pops and 7th Day adventist). JPA Solid Waste Siskiyou County. SB1833 composting bill will take effect in 2026.

CAL OES will also be helping us figure out green waste pickup.

COMMITTEE REPORTS - None

APPROVAL OF MINUTES

Motion to approve minutes of July 20th by Keisler , 2nd by Clarno

Voice Vote:

AYES: Keisler ,Clarno, Deutsch, Bryan, Lucchesi

NOES: None

ABSENT: None

ABSTAIN: None

CONSENT AGENDA

A. Check Register: 7/15-7/28

Motion to adopt consent agenda by Keisler , 2nd by Deutsch

Voice Vote: AYES: Keisler ,Clarno, Deutsch, Bryan, Lucchesi

NOES: None

ABSENT: None

ABSTAIN: None

PUBLIC HEARINGS: Community Development Block Grant Program Funding Application under the 2023 Notice of Funding Availability (**NOFA**) SEEKING COMMUNITY input during this public hearing.

City Manager Rief introduces the item. Questions about what it can be used for. It's administered by HCD (Housing Community Development). They want to make sure we're getting housing units back into production. Income specific qualifications. Housing projects, public improvements, community facilities, dental facilities, public services. All these uses can be approved. EDBG portion which can be used towards downtown revitalization.

Public Hearing Public Comment open at: 6:49 p.m.

Dwight Bailey – Average citizen doesn't have an opportunity to know what's going on in town. The public doesn't understand this is a public hearing. Would like more clarity on the goings on with these discussions. Doesn't think it's a good idea to go after vacant and distressed buildings without any plan of what's going on.

We are discussing possible funding for community development grant funding. Doesn't think it should go to code enforcement through Curtis and Wright.

Arth – We get these funds because we are poor and rural. But we're supposed to do something great with these funds. Unless you have a proponent and plan these funds will be wasted or to another community. Passion is for housing for disabled and low income veterans. Can be paid for California Veterans Affairs office. Don't forgoe the visioning that this city deserves.

Calling for comments or suggestions on possible funding. No other public comment.

OLD BUSINESS:

A. Community Promotions Funding for FY 23/24

Item open at 7:05 p.m.

Clarno introduces the item. Finance committee went over the allocation:

Each year, requesters apply for funding under the "Community Promotions Funding" title. The funds come from the General Fund. Finance Committee read through the applications and interviewed the requesting groups. Finance Committee recommendation is shown below.

	<u>request</u>	<u>finance committee rec.</u>
chamber of commerce	\$ 11,522.00	\$ 10,750.00
community resource center	\$ 23,000.00	\$ 20,000.00
ilbrary	\$ 25,000.00	\$ 23,250.00
siskiyou arts museum	\$ 20,000.00	\$ 10,000.00
the homegrowns -fred taylor	<u>\$ 14,000.00</u>	<u>\$ 4,000.00</u>
TOTAL	\$ 93,522.00	\$ 68,000.00

\$10,000 allocated for Bathrooms for homegrown have been taken out. They will not be able to make these bathrooms ADA accessible for the community. Historic preservation and ADA do not mesh well. ADA restrooms on the ballfield side is important to have a permanent solution.

Public Comment open at 7:12 p.m.

Arth – Hopes group that puts together Brewfest hopes they know next year will be the 100th anniversary of Babe Ruth visiting the ball park. Homegrown boys spent \$20,000 of funds they raised to support local sports

Leshefsky – Written several grants for this time. About \$20,000 went to rec and park and a portion of this fix up the ball field. Thinks ballfield is a great asset to our community. Used to think money solves problems, but maybe wrong. We should spend close attention to what little funding this town has. Would like checks and balances with public funds.

Tim Holt – Thinks the allocation that came out of library funding is something that library can live with. Sales tax increase was approved with the understanding that it would keep our library open.

Wasson – Siskyou Arts Museum is appreciative of funding. Helps revitalize downtown. Thanks Council for their support.

Motion by Keisler 2nd by Deutsch to accept finance committee's recommendation regarding community promotions funding for FY 23/34

Roll Call Vote: AYES: Keisler ,Clarno, Deutsch, Bryan, Lucchesi
 NOES: None
 ABSENT: None
 ABSTAIN: None. All in favor

B. Non-Union Pay – Resolution 2023-11

City manager Rief introduces the item. This is just taking the old pay table regarding non-union employees and taking it out of the Union Employee MOU where it is not appropriate to include it.

Bryan – is surprised that City Manager is referenced because his salary is a negotiated term. The City Manager is not currently capped at any step. This is how it need to be reported to CalPers however.

Public comment open at 7:34 p.m.

Important all employees have an understanding of pension system. Needs to be a level of transparency regarding the pension system. Opportunity for advancement is important as is solidarity within administration and employees. If you included “me too” clauses for non union employees that ties them to union employees to make things more fair and transparent for all.

Motion by Bryan 2nd by Keisler to adopt Non-Union Pay Resolution 2023-11 for the 23/24 Fiscal Year

Roll Call Vote: AYES: Keisler ,Clarno, Deutsch, Bryan, Lucchesi
NOES: None
ABSENT: None
ABSTAIN: None

All in favor

C. Public Works Shop Relocation Budget Amendment

FD Michaelsen introduces the item. Reminds council that they requested this item be brought back for a budget amendment for this line item.

Motion by Keisler 2nd by Clarno to amend budget line item 10-514-8250.01 to \$175,000

Roll Call Vote: AYES: Keisler ,Clarno, Deutsch, Bryan, Lucchesi
NOES: None
ABSENT: None
ABSTAIN: None

NEW BUSINESS: - None

FUTURE AGENDA ITEMS

- Just Cause for Remote Participation in Public Meetings
- Sherri's Contract Extension
- Annual Fireworks Ban Ordinance
- Review of Status of County Library – Supporting the County supporting the County Library with funding
- City Manager Performance Evaluation – August 17th meeting
- Cannabis Ordinance revision
- Public engagement workshop with Kosmont

FINAL ADJOURNMENT

Meeting was adjourned at 7:45 by consensus

Mayor Lucchesi

ATTEST:

Deputy City Clerk Perkins

Check Register Report

7/29-8/11

Date: 08/14/2023

Time: 10:30 am

Page: 1

City of Dunsmuir

BANK: U.S. BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
U.S. BANK Checks								
58019	08/04/2023	Printed			514	ADVANCED INFOSYSTEMS	Aug 2023 Utility Billing	400.55
58020	08/04/2023	Printed			9999992303	ALLIANT INSURANCE SERVICES, INC	MXI9305869 vehicle insurance	59.00
58021	08/04/2023	Printed			9885	ANTHONY CATLETT	2016 Ram #801 oil change	129.29
58022	08/04/2023	Printed			2800	BAXTER AUTO PARTS, INC.	sydr fitting, hose, mini exc	125.43
58023	08/04/2023	Printed			9820	CITY OF DUNSMUIR	water dep return acct25025	578.81
58024	08/04/2023	Printed			10868	CITY OF ETNA	LOLA dinner Juliana Lucchesi	60.00
58025	08/04/2023	Printed			10817	CIVICPLUS LLC	Online code hosting	550.00
58026	08/04/2023	Printed			10783	CIVICWELL	4-440Duns ATP5/21/23to6/30/23	27,033.02
58027	08/04/2023	Printed			6325	CLEMENS WASTE REMOVAL	weight dump fees July2023	7,304.40
58028	08/04/2023	Printed			10148	DIVERSIFIED ELECTRIC, INC.	street light repair	1,800.00
58029	08/04/2023	Printed			9850	DUNSMUIR TRUE VALUE	CDBG microenterprise assistanc	20,000.00
58030	08/04/2023	Printed			10657	GRIMM, GREG	Grade III operator July23	3,635.00
58031	08/04/2023	Printed			10867	MACK, JERILYN	water dep return less Aug bill	135.43
58032	08/04/2023	Printed			10753	PACE ANALYTICAL SERVICES, LLC	drinking wa monitoring weekly	581.77
58033	08/04/2023	Printed			39015	PACIFIC POWER	city electric63601721-0015	6,320.28
58034	08/04/2023	Printed			44240	RAMSHAW'S ACE HARDWARE	gear drive sprinkler head	91.49
58035	08/04/2023	Printed			10616	RENTAL GUYS	plate trench, eyelet 7/13/23	8,582.10
58036	08/04/2023	Printed			9942	SISKIYOU CO. RECORDER	059-181-080 4428 Gleaves	20.00
58037	08/04/2023	Printed			47660	SISKIYOU HUMANE SOCIETY	6 months upfront MOU	4,500.00
58038	08/04/2023	Printed			50850	VERIZON WIRELESS	CM, CSL, WW, WA, CH phones	208.90
58039	08/04/2023	Printed			50850	VERIZON WIRELESS	fire department cell and data	166.91
58040	08/04/2023	Printed			10731	VYVE	internet service at5915Duns	171.09
58041	08/04/2023	Printed			10731	VYVE	WWTP internet	116.09
58042	08/04/2023	Printed			10752	WEX BANK	fuel purchases July 2023	2,430.67
58043	08/04/2023	Printed			60005	YREKA TRANSFER COMPANY	ticket16549 dump brobbox	1,820.40
58044	08/11/2023	Printed			9885	ANTHONY CATLETT	oil change C800	96.96
58045	08/11/2023	Printed			1910	AT&T	9391082577 ww lift x5	161.70
58046	08/11/2023	Printed			5325	REBECCA CATLETT	Aug 1st -8th Cleaning	132.00
58047	08/11/2023	Printed			10148	DIVERSIFIED ELECTRIC, INC.	street light repair hilltop,	525.00
58048	08/11/2023	Printed			5910	DUNSMUIR CHAMBER OF COMMERCE	1st qtr 2023 Community prom	2,687.50
58049	08/11/2023	Printed			10624	DUNSMUIR COMMUNITY RESOURCE	1st qtr 2023 Com Prom Funding	5,000.00
58050	08/11/2023	Printed			9393	DUNSMUIR RECREATION DISTRICT	Tauhindaui MOU July2023	368.00
58051	08/11/2023	Printed			9303	FASTENAL COMPANY	c217-90discharge hose	401.26
58052	08/11/2023	Printed			9999992168	FRIENDS OFTHE DUNSMUIR LIBRARY	1st qtr 2023 com prom funding	5,812.50
58053	08/11/2023	Printed			10808	GIACOMELLI, MICHAEL	1st qtr 2023 com. prom. fundin	1,000.00
58054	08/11/2023	Printed			17013	GOLD NUGGET PRINTING CO.	name badges Wendy, Manya	297.99
58055	08/11/2023	Printed			7260	L.N. CURTIS AND SONS, INC	poly Dj Hose 3x50'	3,869.06
58056	08/11/2023	Printed			31212	MANFREDI'S DEPOT	Dunsmuir Fire Dep. Fuel July23	1,031.52
58057	08/11/2023	Printed			10870	MARANGHI, GIANCARLO	refund for HSAP planning	1,420.00
58058	08/11/2023	Printed			31625	MEYER & SONS HEATING	pine st fountain brass fitting	307.01
58059	08/11/2023	Printed			10753	PACE ANALYTICAL SERVICES, LLC	ww weekly test LND	306.07
58060	08/11/2023	Printed			10835	PLANWEST PARTNERS INC	April-June2023 Housing Elem.	4,665.00
58061	08/11/2023	Printed			10525	QUILL CORPORATION	8.5x11 copy paper wht	39.31
58062	08/11/2023	Printed			10616	RENTAL GUYS	20' PW office rental	11,275.86
58063	08/11/2023	Printed			10677	SHASTA VALLEY PEST CONTROL	city hall, FD and library	200.00
58064	08/11/2023	Printed			10869	SISKIYOU ARTS MUSEUM	1st qtr 2023 com prom funding	2,500.00
58065	08/11/2023	Printed			9942	SISKIYOU CO. RECORDER	release of lien 4808,4806,4810	20.00
58066	08/11/2023	Printed			47659	SISKIYOU COUNTY EDC	CDBG CV2+3 microassistance	8,515.11
58067	08/11/2023	Printed			53808	US BANK-TREASURY MANAGEMENT	semi-annual June2023	842.31
58068	08/11/2023	Printed			53806	USA BLUE BOOK, INC	hach nitrate nitrite strips	170.11

Check Register Report

7/29-8/11

Date: 08/14/2023

Time: 10:30 am

Page: 2

City of Dunsmuir

BANK: U.S. BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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Total Checks: 50

Checks Total (excluding void checks): 138,464.90

Total Payments: 50

Bank Total (excluding void checks): 138,464.90

Total Payments: 50

Grand Total (excluding void checks): 138,464.90



City of Dunsmuir

STAFF REPORT

RE: Maintenance of Effort – Public Safety

MEETING DATE: 8/17/23

SUBMITTED BY: Blake Michaelson, Finance Director

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to pass Resolution No. 2023-12 certifying the fiscal year 23/24 calculation of the adopted budget meets the Maintenance of Effort requirements.

BACKGROUND/DISCUSSION:

In 1992, the CA Legislature and the Governor shifted funds from counties/cities to educational entities. To help offset that shift, there was a voter approved ½ cent sales tax appropriated for public safety. This was Proposition 172. Each year, the city must certify that the public safety budget meets maintenance of effort requirements according to the base year of 92/93. If the City does not spend equal to or more than the base year of 92/93, there is a potential loss of Prop 172 funds. The Base year amount is adjusted each year to account for changes, like inflation. The figures used in the MOE calculations are taken directly from the city budget figures for the Law Enforcement and Fire Department.

OPTIONS:

Approve through consent, or pull for discussion.

FISCAL IMPACT:

☐ None ☒ Yes Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase:

Affected fund(s): ☒ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments:

SUGGESTED MOTIONS:

(Consent) To pass Resolution No. 2023-12 certifying that fiscal year 23/24 calculation of the adopted budget meets the Maintenance of Effort requirements.

☒ **Attachments:** Resolution MOE, Moe Worksheet

Form A: AB2788 MOE Calculation Worksheet
2023-2024: Dunsmuir

Step #1: Define Public Safety Services

A City or County should establish their definition of public safety services that is consistent with Government Code Section 30052. Please list all departments included in this definition below.

Step #2: Determine Base Year

The city or county should determine their AB2788 base year by using the 1992-93 Adopted Budget for all defined public safety departments. Please complete Form B to provide the following:

Line 2.1: Total Base Year \$ 305,294.00
(Total Adjusted AB2788 Base Year detailed in Form B)

Step #3: Determine Base Amount for Local Agency

AB2788 includes a growth factor provision that is equal to the previous year's growth in Proposition 172 revenues. The Auditor-Controller's Office will provide cities and counties with this amount. If appropriate, this amount should be added to the AB2788 Base Year.

Line 3.1: Growth Amount \$ 14,364

Line 3.2: Total Base Amount for Local Agency \$ 319,658
(Total 2.1 and 3.1)

Step #4: Determine AB2788 Public Safety Budget for Certification Year

The City or County should determine the AB2788 Public Safety Budget for the certification year. The City or County should include the same departments and adjustments that were included in their AB2788 base year calculation. Please complete Form C to provide the following:

Line 4.1: Total AB2788 Public Safety Budget \$ 795,847
(Total Adjusted AB2788 Budget for Certification Year detailed in Form C)

Step #5: AB2788 Maintenance-of-Effort (MOE) Calculation

Please complete the Auditor-Controller AB2788 Certification form using the above information. The calculation would be as follows:

Amount of Line 4.1 – Amount of Line 3.2 = Amount Over or (Under) AB2788 MOE Requirement.

Siskiyou County
Auditor-Controller
AB2788 (Chapter 886/94)
Maintenance-of-Effort Certification Form

Name of City/County: City of Dunsmuir

Fiscal Year of Certification: 2023-2024

AB2788 Maintenance-of-Effort (MOE) Calculation:

Total Public Safety Adopted Budget (Amount of Line 4.1 from Form A)	<u>\$ 795,847</u>
Less: Public Safety MOE (Amount of Line 3.2 from Form A)	<u>\$ 319,658</u>
Difference: Over/(Under) AB2788 MOE Requirements	<u>\$ 476,189</u>

Certification Statement:

I hereby certify that the City/County of Dunsmuir is over/under (please circle one) the AB2788 Maintenance-of-Effort requirements concerning the use of Proposition 172 revenues in the amount of \$ 476,189. Forms A, B, and C are submitted in support of this calculation. Detailed records concerning this calculation are available upon request and will be retained.

Signature of City/County Official: _____

Date signed: 8/17/23

FORM B/C

SCHEDULE OF MOE CALCULATIONS (Based on Actual Allocation)*
City of Dunsmuir

RECEIPTS		ESTIMATED					
		92/93	93/94	94/95	20/21	21/22	22/23
General Fund Appropriation		305,294	296,664	296,664	296,664	296,664	296,664
Prop 172 *	NA		8,630	11,309	15,752	23,212	22,994
Funding Available		305,294	305,294	307,973	312,416	319,876	319,658
Minimum budget MOE		305,294	305,294	307,973	312,416	319,876	319,658
Amount of excess (defecit) of MOE		0	0	0	0	0	0

MAINTENANCE OF EFFORT (MOE) CALCULATION - ADJUSTING BASE AMOUNT

EXPENDITURES		ESTIMATED				
	92/93	93/94	94/95	21/22	22/23	23/24
BASE AMOUNT (92/93 LESS ADJ)		305,294	305,294	312,140	312,416	304,956
CALC OF BASE AMT ADJUSTMENT	NA		2,679	276	7,459.51	(217.37)
ADJUSTMENT TO BASE AMOUNT			2,679	276	7,459.51	(217.37)
ADJUSTED MOE REQUIREMENT		305,294	307,973	312,416	304,956	305,174
LOCAL ADOPTED BUDGET		305,294	334,202	528,343	529,660	795,847
REDUCTION IN PSAF ALLOCATION	NA		(26,229)	(215,927)	(224,704)	(490,673)

**Verified Prop 172 receipts with Banner

RESOLUTION NO. 2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR
CERTIFYING AB 2788 (Chapter 886/94) MAINTENANCE OF EFFORT REQUIREMENTS
CONCERNING THE USE OF PROPOSITION 172 PUBLIC SAFETY REVENUES

Siskiyou County
Auditor-Controller
AB2788 (Chapter 886/94)
Maintenance-of-Effort Certification Form

BE IT RESOLVED by the City Council of the City of Dunsmuir as follows:

SECTION 1.

Fiscal Year of Certification: 2023/2024

AB2788 Maintenance-of-Effort (MOE) Calculation:

Total Public Safety Adopted Budget (Amount of Line 4.1 from Form A)	\$795,847
Less: Public Safety MOE (Amount of Line 3.2 from Form A)	\$319,658
Difference: Over/(Under) AB2788 MOE Requirements	\$479,189

SECTION 2.

The City Council hereby certifies that the City of Dunsmuir is over/under (please circle one) the AB2788 Maintenance-of-Effort requirements concerning the use of Proposition 172 revenues in the amount of \$ 479,189. Forms A, B, and C are submitted in support of this calculation. Detailed records concerning this calculation are available upon request and will be retained.

PASSED AND ADOPTED at a regular meeting of the Dunsmuir City Council held on August 17th, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Lucchesi

ATTEST:

Wendy Perkins, Deputy City Clerk



City of Dunsmuir

STAFF REPORT

RE: MOU for Edible Food waste

MEETING DATE: 8/17/2023

SUBMITTED BY: Dustin J. Rief, City Manager

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL: To review and approve the Memorandum of Understanding between Siskiyou County and the City of Dunsmuir and other municipalities to administer the compliance requirements for AB 939, AB 341, AB 1826 and AB 1383.

BACKGROUND/DISCUSSION: The City is a member of the County wide JPA to manage solidwaste. The JPA board approved moving forward with this MOU in June of 2022. The City needs to approve this MOU to come into compliance with the requirements of AB 939, AB 341, AB 1826 and AB 1383. Due to the complexity of the implementation and staffing, it is prudent to combine efforts on a Countywide basis to best implement the program.

OPTIONS: Approve the MOU for implementation of requirements associated with AB 939, AB 341, AB 1826 and AB 1383.

Implement and administer the requirements outside of the MOU.

FISCAL IMPACT:

☒ None ☐ Yes Budgeted Item? ☐ Yes ☒ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase:

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments:

SUGGESTED MOTIONS: Motion to Approve Memorandum of Understanding by and between the county of Siskiyou and the Cities of Dunsmuir, Weed, Mount Shasta, Yreka, Montague, Fort Jones, Etna, Dorris and Tulelake for the Establishment of an Edible Food Recovery Program Consistent with California code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants

☒ **Attachments:** Memorandum of Understanding by and between the county of Siskiyou and the Cities of Dunsmuir, et. all

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTY OF SISKIYOU AND THE CITIES OF DUNSMUIR,
WEED, MT. SHASTA, YREKA, MONTAGUE, FORT JONES, ETNA, DORRIS AND
TULELAKE FOR THE
ESTABLISHMENT OF AN EDIBLE FOOD RECOVERY PROGRAM CONSISTENT
WITH CALIFORNIA CODE OF REGULATIONS, TITLE 14, DIVISION 7, CHAPTER 12
SHORT-LIVED CLIMATE POLLUTANTS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") by and between the County of Siskiyou, entered into this 14 day of June, 2022, hereinafter called "the County," and among the cities of Dunsmuir, Weed, Mt. Shasta, Yreka, Montague, Fort Jones, Etna, Dorris, and Tulelake, hereinafter called "the Cities."

W I T N E S S E T H:

WHEREAS, the County has been assisting the jurisdictions within the County with compliance and any applicable exemptions concerning AB 939, AB 341 and AB 1826 and is planning on assisting with SB 1383 applicable exemptions and compliance;

WHEREAS, the County of Siskiyou and its cities have a rural exemption from AB 1826 requirements to establish an organics waste collection program for businesses, due to the rural composition of the County and its cities.

WHEREAS, the County and its cities are applying for a rural exemption from SB 1383 requirements that include the establishment of an organic waste collection program for businesses and residents and other related activities, due to its rural composition and the associated difficulty and expense of establishing an organics waste collection system.

WHEREAS, the SB 1383 rural exemption does not exempt the County and its cities from establishing an edible food recovery program to recover leftover edible food from large commercial generators for human consumption, and to require specified generators to donate such food, and to adopt a mechanism for enforcing such requirements.

WHEREAS, the County's Board of Supervisors will enact a Mandatory Edible Food Reduction Ordinance as required by the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, to comply with such requirements.

WHEREAS, to promote consistency within jurisdictions throughout Siskiyou County and help its low population, low density jurisdictions, the County is willing to lead the creation of a County-wide Edible Food Recovery Program on behalf of the

unincorporated areas of the county and Cities in the county who elect to executive this MOU; and

NOW, THEREFORE, it is hereby agreed by the parties hereto as follows:

AGREEMENT

1. Recitals.

The foregoing recitals are true and correct and hereby incorporated herein.

2. Term.

This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in Section 11.

3. County Responsibilities

While responsibility for compliance with state law shall remain solely with the Cities for actions or omissions within each of their boundaries, the County shall:

- A. Create and coordinate an Edible Food Recovery Program compliant with California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants on behalf of the City so long as this Memorandum of Understanding is in effect in its entirety.
- B. Provide such services and activities for the Cities as described in Exhibit A, Scope of Activities, attached hereto and incorporated by reference herein.
- C. Offer to provide services relating directly to the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants Edible Food Recovery regulations.
- D. Report to CalRecycle on behalf of the Cities.

4. City Responsibilities

The Cities shall:

- A. Adopt and make part of their municipal codes an enforceable ordinance establishing an Edible Food Recovery program as required under the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, including the specific provisions provided to the Cities by the County for edible food recovery definitions, requirements for Tier One and Tier Two Edible Food Generators, and requirements for Food Recovery Organizations and Food Recovery Services.

- B. Enter into this Memorandum of Understanding.
- C. Acknowledge, by ordinance described in A. above, that, notwithstanding this Memorandum of Understanding, that each City is, as stated in California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, ultimately responsible for compliance with the said Code.
- D. Provide information. Within thirty (30) days of request by the County, or as soon as such information is available, the City will share with the County, data, documents, contact information for commercial edible food generators or other information available and necessary for the County to carry out the responsibilities it has agreed to in this MOU.
- E. Be responsible for carrying-out themselves all other applicable SB 1383 regulatory requirements not expressly agreed to be done by the County, as set forth herein.
- F. Work with the County on any related issues requiring jurisdictional assistance or help in resolving the issue(s) related to complaints and/or noncompliance by any Tier 1 and Tier 2 Edible Food Generator or Food Recovery Organization and Service as defined in the California Code of Regulations, Title 14, Division 7, Chapter 12 Short Lived Climate Pollutants and operating within Cities boundaries.

5. Indemnification/Hold Harmless.

Each Party shall solely be liable for any and all damages resulting from the actions or omissions arising from its responsibilities under state law within their respective jurisdictions. To the extent that the County has agreed to perform certain tasks on behalf of the Cities, it has not agreed to be responsible for such acts or omissions on their behalves and the Cities should monitor the actions of the County undertaken on their behalves under this Memorandum of Understanding, as each City retains sole legal responsibility for such actions or omissions within each of their respective jurisdictions.

6. Amendment of MOU and Merger Clause

This MOU, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole MOU of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the MOU conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to this MOU, the provisions of this body of the MOU shall prevail. Any prior MOU, promises, negotiations, or representations between the parties not expressly

stated in this document are not binding. All subsequent modifications shall be in writing and will become effective when signed by all parties.

7. Records

The County shall maintain and preserve all records relating to this MOU in its possession and those of any third-party performing work related to this MOU for a period of five (5) years from the termination of this MOU.

8. Assignability

The County shall have the right to assign this MOU or any portion thereof to a third party or subcontract with a third party to perform any act required under this MOU without the prior written consent of the Cities.

9. Notices

Any written notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited with the United States Postal Service, postage prepaid, or when transmitted by email communication, addressed:

In the case of the County Nancy Ogren, Supervisor 190 Greenhorn Road Yreka CA 96097 nogren@co.siskiyou.ca.us	In the case of City of Yreka Paul McCoy, City Council 701 4 th Street Yreka CA 96097 pmccoy@ci.yreka.ca.us
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<p>In the case of the City of Dorris Melissa High 307 S. Main Street Dorris CA 96023 cityadmin@cot.net</p>	<p>In the case of City of Weed Craig Sharp PO Box 470 Weed CA 96094 sharp@ci.weed.ca.us</p>
<p>In the case of City of Dunsmuir Juliana Lucchesi 5915 Dunsmuir Avenue Dunsmuir CA 96025 lucchesij8@gmail.com</p>	<p>In the case of City of Etna Jamie Tarne 442 Main Street Etna CA 96027 j.tarne@cityofetna.org</p>
<p>In the case of City of Montague Dave Dunn PO Box 428 Montague CA 96064 publicworks@cityofmontague.com</p>	<p>In the case of City of Mt. Shasta Muriel Terrell 305 N. Mt. Shasta Boulevard Mt. Shasta CA 96067 mterrell@mtshastaca.gov</p>
<p>In the case of City of Tulelake Hank Ebinger PO Box 847 Tulelake CA 96134 cityoftulelake@cot.net</p>	<p>In the case of City of Ft. Jones Kathye Banks PO Box 40 Ft. Jones CA 96032 14Kaugirl@gmail.com</p>

10. Controlling Law and Venue

The validity of this MOU, the interpretation of its terms and conditions, and the performance of the parties hereto shall be governed by the laws of the State of California. Any action brought to enforce this action must be brought in the Superior Court of California in the County of Siskiyou.

11. Term and Termination

Subject to compliance with the terms and conditions of the MOU, the term of this MOU shall commence on January 1, 2022, and shall automatically be renewed from year to year on the same terms and conditions. This MOU may be terminated as to any party to it without cause by a City or the County at any time upon thirty (30) days written notice to the other parties.

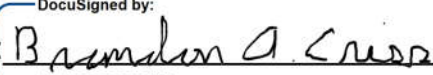
12. Authority

The parties warrant that the signatories to the MOU have the authority to bind their respective entities. This document may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SISKIYOU:


Siskiyou County Board of Supervisors
Chair

By: 
41160BC51636457...

Date: 3/9/2023

CITY OF YREKA

Mayor

By: 
336C247967DB472...

Date: 5/31/2023

CITY OF DORRIS

Mayor

By: _____

Date: _____

CITY OF WEED

Mayor

By: 
DF1143EFB0EC40F...

Date: 3/9/2023

CITY OF DUNSMUIR

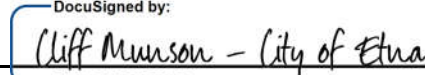
Mayor

By: _____

Date: _____

CITY OF ETNA

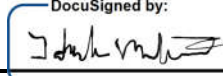
Mayor

By: 
C4F13F7B767049A...

Date: 3/10/2023

CITY OF MONTAGUE

Mayor

By: 
5B0A03F763DA421...

Date: 3/8/2023

CITY OF MT. SHASTA

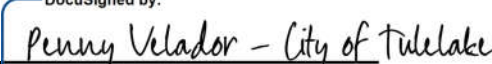
Mayor

By: _____

Date: _____

CITY OF TULELAKE

Mayor

By:  Penny Velador - City of Tulelake
DocuSigned by: 97313B2CABA3479...

Date: 4/14/2023

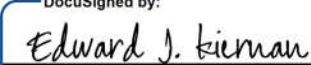
CITY OF FT. JONES

Mayor

By:  Mercedes Garcia - Town of Ft. Jones
DocuSigned by: 79FB152A47E34C5...

Date: 3/10/2023

**APPROVED AS TO LEGAL FORM
SISKIYOU COUNTY COUNSEL**

By:  Edward J. Kiernan
DocuSigned by: 3748764BC8BC180...
Deputy County Counsel

3/9/2023

Date

ATTEST:

Laura Bynum
County Clerk

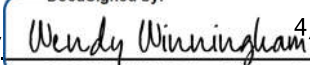
By:  Wendy Winningham 4/14/2023
DocuSigned by: 918F6121F0A847A...
Deputy, Wendy Winningham

EXHIBIT A – MOU SCOPE OF ACTIVITIES

The activity listed below relating to the County of Siskiyou's Edible Food Recovery Program will be conducted by the County and the Cities.

The Counties will:

I. Establishment

The County will develop and coordinate a standardized and uniform Siskiyou Countywide Edible Food Recovery Program consistent with and compliant to California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants. The program will operate within the cities of Dunsmuir, Weed, Mt. Shasta, Yreka, Montague, Fort Jones, Etna, Dorris and Tulelake and boundaries and will replace the need for these jurisdictions to create such a program on their own. This program will operate in the unincorporated areas of the county as well as the jurisdictions in the county agreeing to the MOU.

II. Notification of Commercial Edible Food Generators of the Requirements

Through email, letters, or other direct or electronic communication, the County shall annually notify Tier I and II Commercial Edible Food Generators within each Jurisdiction of their food recovery requirements as established pursuant to Section 18991.3 and 18991.4 of the Regulations. Such notification shall include website information to assist in compliance with the applicable food recovery requirements.

III. Inspections of Commercial Edible Food Generators.

Beginning January 1, 2022, the County or its designee shall conduct annual inspections of Tier One Edible Food Generators, food recovery organizations, and food recovery services within the County in a manner as necessary to comply with the requirements of Section 18995.1(a)(2) for the Cities. The County or its designee may conduct inspections of a random sampling of food recovery entities or prioritize inspections of entities that it determines are more likely to be out of compliance, provided that such manner of selection shall satisfy the requirements of the Regulations. Beginning January 1, 2024, the County or its designee shall additionally conduct annual inspections of Tier Two Edible Food Generators within the County in a manner as necessary to comply with the requirements of Section 18995.2(a)(2) for the Cities. The County may adjust the frequency or number of inspections from time to time if required by CalRecycle.

IV. Reporting and recordkeeping.

The County shall prepare and submit the reports required pursuant to Section 18992.1 and 18992.2 on Edible Food recovery capacity planning. The County shall submit the required reports in accordance with the schedule established in Section 18992.3. All reporting done on behalf of the cities under this MOU are contingent upon the cities

timely providing the needed data to the County, and the cities retain legal responsibility for ensuring reporting done on their behalf meets legal requirements.

(i) In conformance with Section 18995.2 of the Regulations, the County will store and maintain the Implementation Record for each of the Jurisdictions.

(ii) Upon request by a CalRecycle representative, the County will provide access to the Implementation Record within 10 business days. In conformance with the California Public Records Act (Government Code §6250 *et seq.*), County will also respond to a request for public records contained in the Implementation Record. County and the Cities shall each notify the other if either the County or a City receive a request for all or part of the Implementation Record and coordinate a response to such request.

(iii) The County shall prepare and submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle in compliance with Sections 18994.1 and 18994.2.

V. Edible food recovery capacity.

In conformance with Sections 18992.1 and 18992.2 of the Regulations, the County shall estimate existing Edible Food recovery capacity available in the County, in consultation with the Cities. If it is found that capacity is needed, the County shall work with the Jurisdictions that lack capacity to create a plan to expand capacity.

VI. Enforcement

1. The County will conduct enforcement of the ordinance within the County and participating Cities using a complaint-based system consistent with the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants. The County will respond to complaints, investigate, and resolve reported issue(s).
2. The County will comply with enforcement provisions detailed in the ordinance, in compliance with SB 1383, and in accordance with the County's own enforcement provisions.
3. The County will keep detailed records of enforcement in the County and the Cities for a minimum of five (5) years.
4. The County will submit the necessary reports to CalRecycle on the Edible Food Recovery Program.
5. The County will notify the Cities promptly about any related issues that arise that require the Cities assistance or to request the Cities lead in resolving the issue(s) related to noncompliance.

6. The Cities will work with the County on any related issues requiring jurisdictional assistance or lead in resolving the issue(s) related to complaints and/or noncompliance by any Tier 1 and Tier 2 Edible Food Generator or Food Recovery Organization and Service as defined in the California Code of Regulations, Title 14, Division 7, Chapter 12 Short Lived Climate Pollutants and operating within Cities boundaries.



CITY OF DUNSMUIR STAFF REPORT TO CITY COUNCIL

August 17, 2023

REPEAL OF CHAPTER 15.40, SIGNS

- PROJECT SUMMARY:** The project consists of a proposed amendment to Title 15, Buildings and Construction, of the Dunsmuir Municipal Code to repeal Chapter 15.40, Signs.
- ENVIRONMENTAL:** The project is exempt from environmental review pursuant to Section 15061(b)(3) of the CEQA Guidelines.
- RECOMMENDATION:** Approve the first reading of Ordinance 576 by title only.
- ATTACHMENTS:** A. Draft Ordinance 576, An Ordinance of the City Council of the City of Dunsmuir Amending Title 15, Buildings and Construction, of the Dunsmuir Municipal Code

PROJECT OVERVIEW

Following the introduction of Ordinance 575 on June 15, 2023, it was determined that although Ordinance 575 updated the sign regulations in Title 17, Zoning, it failed to repeal the sign regulations in Title 15, Building and Construction, which the updated sign regulations were intended to replace. As such, Ordinance 576 is being introduced to repeal Chapter 15.40, Signs (see **Attachment A**).

ENVIRONMENTAL RECOMMENDATION

Staff recommends that the project is exempt from environmental review pursuant to Section 15061(b)(3) of the CEQA Guidelines under the “common sense exemption” that CEQA only applies to projects that have the potential for causing a significant effect on the environment. If the City Council concurs, it should make the finding that the project does not have the potential to cause a significant adverse effect on the environment and that it is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3) prior to project approval. A suggested motion to this effect has been provided below for the City Council’s consideration, and the finding has been incorporated into the draft ordinance prepared for the project.

PLANNING STAFF’S RECOMMENDATION

The City Council should review the proposed project and the recommended environmental determination. The City Council should then consider any public testimony and determine whether revisions to the recommended environmental determination or project should be made. If the City Council is not recommending substantial revisions to either, planning staff recommends the City Council take the following actions:

- **ADOPT** the recommended CEQA finding and exemption; and
- **APPROVE** the first reading of Ordinance 576 by title only.

SUGGESTED MOTIONS

- A. I move that, on the basis of the entirety of the record before us, we make the finding that the proposed project could not have a significant adverse effect on the environment and that it is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3).
- B. I move that we introduce and read Ordinance 576 by title only, that we waive further reading of the ordinance, and that we direct staff to bring Ordinance 576 back for adoption at the next regular meeting.

ATTACHMENT A
ORDINANCE 576

ORDINANCE 576

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR AMENDING TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE DUNSMUIR MUNICIPAL CODE

WHEREAS, on June 29, 2023, the City Council adopted Ordinance 575 to update the City's zoning regulations, including the sign regulations in Section 17.28.140 (Historic district sign regulations); and

WHEREAS, Ordinance 575 consolidated the City's sign regulations in a new chapter added to Title 17, Zoning (i.e., Chapter 17.64, Signs), but neglected to repeal the sign regulations in Chapter 15.40, Signs; and

WHEREAS, the City desires to repeal the sign regulations in Chapter 15.40, Signs.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Dunsmuir does ordain as follows:

SECTION I: Chapter 15.40, Signs, of Title 15, Buildings and Construction, of the City of Dunsmuir Municipal Code is repealed.

SECTION II: FINDINGS: Because it could be seen with certainty that the amendment to Title 15, Buildings and Construction, as provided for herein, does not have the potential to result in a significant impact on the environment, the City Council determined that the project is exempt from environmental review pursuant to CEQA Guidelines Sections 15061(b)(3).

SECTION III: CONSTITUTIONALITY: If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase of this ordinance irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases be declared unconstitutional.

SECTION IV: This ordinance shall become effective thirty (30) days after its passage, and within fifteen (15) days after its adoption a summary of it shall be published in the Siskiyou Daily News, printed and published in Siskiyou County.

PASSED AND ADOPTED this ____ day of _____, 2023, at a regular meeting of the City of Dunsmuir City Council by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juliana Lucchesi, Mayor

ATTEST:

Wendy Perkins, Deputy City Clerk



CITY OF Dunsmuir

STAFF REPORT

RE: CAL OES Jumpstart Grant JS22-013 Designation of Applicant's Agent Resolution for Non-State Agencies

MEETING DATE: 8/17/2023

SUBMITTED BY: Dustin Rief, City Manager

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL:

To approve the authorizing resolution for the CAL OES Jumpstart Grant

BACKGROUND/DISCUSSION:

The City applied for and received a grant for \$965,563.00 to assist in improving our response to Hazard Mitigation. This grant specifically will provide an additional staff member for 5 years to work on the Hazard Mitigation plan and Hazard Mitigation projects as well as apply for additional grants. Staff is asking for council to approve the Authorizing resolution so staff can administer the no match grant.

OPTIONS: Approve the Authorizing Resolution

Reject the grant and do not approve.

FISCAL IMPACT:

☐ None ☒ Yes Budgeted Item? ☐ Yes ☒ No

Suggested Motion: Motion to approve Designation of Applicant's Agent Resolution for Non-State Agencies and Amend the Budget to reflect revenue and expense accordingly.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR
NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Please check the appropriate box below

- ☐ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ____ day of _____, 20 ____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the _____
(Governing Body)

of the _____ on the _____ day of _____, 20 ____.
(Name of Applicant)

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Cal OES 130 - Instructions

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



City of Dunsmuir

STAFF REPORT	
RE: Closed Session for Performance Review of City Manager	MEETING DATE: 8/17/2023
SUBMITTED BY: Dustin J. Rief, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL: To conduct a performance review of City Manager Rief

CITY OF DUNSMUIR
CONTRACT EMPLOYMENT AGREEMENT WITH CITY MANAGER

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered on this 19th day of August 2022, by and between the City of Dunsmuir, California, a municipal corporation, hereinafter referred to as "Dunsmuir" and Dustin J. Rief, hereinafter referred to as "Rief."

WITNESSETH

WHEREAS, Dunsmuir, through its City Council ("Council") desires to employ the services of Rief as City Manager of Dunsmuir; and

WHEREAS, it is the desire of the Council of Dunsmuir to provide certain benefits to establish certain conditions of employment, and set working conditions of Rief; and

WHEREAS, Rief desires to accept employment as City Manager of Dunsmuir: and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

- A. Dunsmuir hereby agrees to employ Rief as City Manager of Dunsmuir to perform the functions and duties specified in Section 2.08.030 of the Dunsmuir Municipal Code and to perform such other legally permissible and proper duties and functions as the Council shall, from time-to-time, assign.

Section 2: Term

- A. Dunsmuir hereby agrees to employ Rief as an employee of Dunsmuir in the position of City Manager.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Rief at any time, subject only to the provisions set forth in Section 3, of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Rief to resign at any time from his position with Dunsmuir, subject only to the provision set forth in Section 4, of this Agreement.

Section 3: Termination and Severance Pay

- A. Subject to the limitations set forth in Section 2.08.050 of the Dunsmuir Municipal Code, Rief may be terminated at any time without cause by a four-fifths vote of the Council. In the event Rief is terminated without cause during this agreement, Dunsmuir agrees to pay Rief, six (6) months' severance of Rief's aggregate salary and benefits pursuant to Government Code Section 53261. Prior to receipt thereof, and as consideration for such payments and benefits, Rief shall execute and deliver to Dunsmuir a general release of

Dunsmuir and its Council, officers, agents and employees for all act and actions while Rief was City Manager.

B. Council shall have the right at any time during the term of this Agreement to terminate Rief for malfeasance, misfeasance, or nonfeasance in office, or for a conviction for a crime involving moral turpitude. In that event, Dunsmuir shall have no obligation to pay the severance pay referred to in Section 3, paragraph A above.

C. Rief shall be compensated for all accrued and earned vacation, sick leave, and administrative leave at the time of termination in a lump sum.

Section 4: Voluntary Resignation

A. In the event Rief voluntarily resigns his position with Dunsmuir, then Rief shall give sixty (60) days' notice in advance, unless the parties agree otherwise. In the event of voluntary resignation, Rief forfeit's right to severance pay. Rief may not take an excess of twenty (20) hours of vacation and/or administrative leave during the sixty (60) day notice period.

B. Rief shall compensate Dunsmuir a portion of the cost of moving expenses if Rief resigns on his own accord prorated annually over a five-year period.

Section 5: Disability

A. If Rief should become permanently disabled, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of eight (8) successive weeks beyond any accrued sick leave. Dunsmuir shall have the option to terminate this agreement, unless otherwise agreed upon. In the event of termination under this section, Rief shall be entitled to the full severance pay and benefits as determined by Section 3, of this Agreement.

Section 6: Devotion of Time to Dunsmuir Business

A. The position of City Manager is a full-time job with Dunsmuir. Except when away on business or absent on excused time off (sick leave, vacation, administrative leave) Rief will report to City Hall on each Dunsmuir work day, unless otherwise agreed upon. It is understood that the position of City Manager requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Rief that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. Rief understands he is considered an exempt employee for overtime pay. It is further understood that Rief may absent himself from the office to a reasonable extent in consideration of extraordinary time for expenditures for evening and weekend meetings at other than normal working hours.

B. Rief agrees to remain in the exclusive employee of Dunsmuir until termination or resignation subject only to the provisions set forth in Section 3, of this Agreement. Rief shall not use any confidential information obtained through his position as City Manager for personal gain. Both parties (Dunsmuir and Rief) acknowledge that exclusive employment shall mean that Rief shall not accept any outside employment

from any source whatsoever without first obtaining approval from Dunsmuir. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

Section 7: Salary

- A.** Dunsmuir agrees to pay Rief for his services rendered, an initial annual base salary of One Hundred and Twenty-Five Dollars (\$125,000.00). Said compensation shall be payable in equal installments at the same time manner as other employees of Dunsmuir are paid.
- B.** Rief's base salary shall be increased by 2.5% each year on the effective start date of this contract.

Section 8: Performance Evaluation

- A.** The Council shall formally review and evaluate the performance of Rief in the first year at twelve (12) months and thereafter once annually at a minimum. This review and evaluation shall be in accordance with specific criteria developed jointly by Council and Rief and may be expanded upon, or otherwise amended, as the Council may from time to time determine. Further, the Mayor shall provide Rief with a summary written statement of the findings of the Council and provide an adequate opportunity for Rief to discuss his evaluation with the Council. Upon a satisfactory annual performance evaluation and if Dunsmuir's budget allows, Rief may be entitled up to an additional 2.5% to the annual increase discussed in Section 7B and/or bonus pay.

Section 9: Vacation, Sick Leave, Insurance and Other Benefits

- A.** As an incentive to agreeing to serve as City Manager and to provide time and financial resources to facilitate relocation, upon reporting to work Rief shall be credited with twelve (12) days sick leave and one hundred sixty (160) hours administrative leave. Administrative time not used in the first twelve (12) months of employment will be lost and will not be carried over or cashed out.
- B. Leave:** At the start of employment with Dunsmuir, Rief will receive vacation at a rate of ten (10) hours per month and sick leave at a rate of eight (8) hours per month. Vacation may be accrued to a maximum of 240 hours. Thereafter, vacation time will cease accruing. Rief shall receive eighty (80) hours administrative leave annually. Administrative leave must be used each year or it is lost.
- C. Retirement:** At the start of employment, Dunsmuir shall enroll Rief in the PERS program in accordance with PERS rules (i.e. PERS vs PEPR).
- D. Deferred Compensation:** Dunsmuir will pay up to 2% match contribution to a 457 plan or a deferred compensation plan of Rief's choosing, if available. Rief may make voluntary contributions to the 457 plan however, it is not a requirement.

- E. Insurance:** Rief may enroll in the health, dental, vision, long-term disability plan in which other Dunsmuir employees are enrolled, under the same terms and conditions.
- F. Life Insurance:** Dunsmuir shall provide Rief with life insurance in the amount of Fifteen Thousand Dollars (\$15,000).
- G. Holidays:** Rief shall receive paid holidays provided to other Dunsmuir employees.
- H. Automobile:** Rief shall receive mileage reimbursement for the use of his personal automobile using the current mileage rate as set by Dunsmuir while in the performance of his duties. Rief shall bear all maintenance, insurance, and other expenses in connection with the operation of his automobile.
- I. Telephone:** Dunsmuir shall provide Rief with a Dunsmuir issued cellular telephone for Dunsmuir business.

Section 10: Dues, Subscriptions, Professional Development, Civic and Governmental Organizations

- A.** Dunsmuir and Rief recognize that Rief's participation and involvement in national, regional, state, and local civic and governmental organizations, such as League of California Cities, Municipal Management Association of Northern California, California City Management Foundation, and International City/County Management Association ("ICMA") promotes the best interest of Dunsmuir. Rief is authorized to become a member of such civic and governmental organizations as deemed appropriate by Rief at Dunsmuir's expense. Dunsmuir will annually budget, within Dunsmuir's means, such reasonable expenses to cover these costs, including professional dues and subscriptions for Rief, which are necessary and desirable for Rief's continued professional participation, growth, and advancement. Dunsmuir and Rief also recognize that Rief's participation with associations and organizations that may promote professional growth are advantageous to Dunsmuir.
- B.** Dunsmuir agrees to budget and pay the travel and subsistence expenses of Rief for professional and official travel, meetings, and occasions adequate to continue the professional development of Rief and to adequately pursue necessary official and other committees thereof which Rief serves as a member. Rief shall use good judgement in his outside activities so he will not neglect his primary duties to Dunsmuir.

Section 11: Defense of Actions

- A.** Rief shall be considered a Dunsmuir employee as the term is used in California Government Code §995 through 996.6. and shall be entitled to the protection of a public employee provided therein.

Section 12: Bonding and Expenses

- A. Dunsmuir shall bear the full cost of any fidelity or other bonds required of Rief under any law, ordinance, or the Municipal Code of Dunsmuir.
- B. Dunsmuir shall reimburse Rief for payment of Dunsmuir business expenses while conducting official Dunsmuir business as long as not in conflict with other provisions of this Agreement.

Section 13: Relocation Expenses

- A. Rief shall be reimbursed for relocating expenses, including housing, if necessary, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for expenses actually incurred and evidenced by appropriate receipt, invoice or other documentation.

Section 14: Notices

- A. Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed to the current address on file for Rief.
- B. Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon the parties and shall inure to the benefit of the heirs at law and executors of Rief.
- C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 16: Governing Law

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action concerning this Agreement shall be brought in the Superior Court in the County of Siskiyou, California.

Section 17: Entire Agreement


- A. This Agreement supersedes any and all other agreements, either oral or in writing, between Rief and Dunsmuir with respect to employment with Dunsmuir. Each party


acknowledges that no representations, inducements, or agreements have been made by the other parties, which are not embodied herein.

Section 18: Modifications


- A. Any modification (all amendments, alterations, or additions) of this Agreement will only be effective if in writing and signed by Dunsmuir and Rief.

IN WITNESS WHEREOF, Dunsmuir has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk and City Attorney, and Rief has signed and executed this agreement, the day and year first above written.

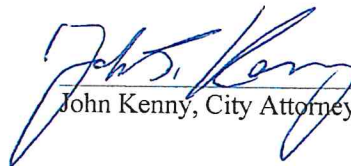

Matthew Bryan, Mayor DATE

 8/22/2022
Dustin J. Rief DATE

ATTEST:

 8/22/22
Wendy Perkins, City Clerk DATE

APPROVED AS TO FORM:

 8/13/22
John Kenny, City Attorney DATE



City of Dunsmuir

STAFF REPORT

RE: Amendment to City Managers Contract

MEETING DATE: 8/17/2023

SUBMITTED BY: Dustin J. Rief, City Manager

PURPOSE OF REPORT: ☐ Information only ☒ Discussion ☐ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL: To Amend the Contract with City Manager Rief

BACKGROUND/DISCUSSION: City Manager Rief has been employed with the City for 1 year. The City Manager and Mayor have been in discussions about a fair modification to the City Manager's Contract to compensate for the high inflation over the past year. CM Rief is requesting to be treated equal to the COLA approved through the Union MOU. CM Rief is also requesting an additional week of vacation. The Amendment to the agreement is attached.

OPTIONS: Amend the CM Contract

Don't Amend the CM Contract

FISCAL IMPACT:

☐ None ☒ Yes Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase:

Affected fund(s): ☒ General Fund ☒ Water OM Fund ☒ Sewer OM Fund ☒ Other:

Comments:

SUGGESTED MOTIONS: Motion to Approve Amendment #1 to City Manager Rief Employment Contract

☒ **Attachments:**

1. Contract With City Manager Rief
2. Amendment #1 to CM Rief Contract

CITY OF DUNSMUIR
AMENDMENT #1 TO CONTRACT AGREEMENT WITH CITY MANAGER

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Dunsmuir, a municipal corporation, hereinafter referred to as "Dunsmuir," and Dustin Rief, hereinafter referred to as "Rief."

WITNESSETH

WHEREAS, Dunsmuir, through its City Council ("Council") employs the services of Rief as City Manager of the City of Dunsmuir; and

WHEREAS, it is the desire of the Council of City of Dunsmuir to provide certain benefits to establish certain conditions of employment, and set working conditions of Rief; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to modify the Agreement as follows:

Additions:

Section 7: Salary

C. Rief's salary will be adjusted with a COLA equal to that of the Operating engineers approved MOU in the same manner and date as other employees.

Modifications:

Section 9: Vacation, Sick Leave, Insurance and Other Benefits

B. Leave: Beginning at the date of service Rief will receive vacation at a rate of four (4) weeks per year and sick leave at a rate of eight (8) hours per month. Vacation may be accrued to a maximum of 320 hours. Thereafter, vacation time will cease accruing. Rief shall receive eighty (80) hours administrative leave annually. Administrative leave must be used each year, or it is lost.

Clarification:

The Original Agreement and this Amendment are to be implemented on Rief's hire date.

All other provisions of this agreement remain in full force and affect.

IN **WITNESS WHEREOF**, the City of Dunsmuir has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk and City Attorney, and Rief has signed and executed this agreement, the day and year first above written.

Juliana Lucchesi, Mayor

DATE

Dustin Rief

DATE

ATTEST:

Wendy Perkins, City Clerk

DATE