

**AGENDA FOR THE REGULAR MEETING
DUNSMUIR CITY COUNCIL
COUNCIL CHAMBERS
5902 DUNSMUIR AVE, DUNSMUIR, CA
DATE: May 16, 2019
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 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. APPROVAL OF MINUTES**
 - A. Approve minutes of April 18, 2019 regular meeting.**

- 6. 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. Receive donation of moneys to repair tunnel at Children's Park and authorize purchase of materials from GameTime**

- 7. PUBLIC HEARING**

- A. Receive and count protest ballots regarding sewer utility rate increases, and if protest ballots are insufficient adopt Resolution No. 2019- to increase rates for Sewer Utility Services to be effective July 1, 2019 with annual increases for the next five years**

- B. Receive and count protest ballots regarding refuse collection (garbage) rate increases, and if ballots are insufficient adopt Resolution No. 2019- adopting new rates to be effective July 1, 2019 with annual increases for the next five years**

8. OLD BUSINESS

- A. None**

9. NEW BUSINESS

- A. Accept bid from Fremouw Environmental Services Inc. of \$14,943.40 to remove possibly hazardous materials from Public Works building**
- B. Accept and approve Amendment No. 1 to August 23, 2013 Engineering Agreement with PACE Engineering increasing certain costs for provision of wastewater contact operation services for the wastewater treatment plant**
- C. Accept and approve amendment increasing monthly fee for provision of professional building inspection services to City of Dunsmuir**
- D. Authorize Fire Chief to proceed with work part of goals and objectives of Community Facilities Direct Loan and Grant program upon receipt of funds or authorization to proceed and be reimbursed**

10. REPORTS ON ATTENDANCE AT OUTSIDE MEETINGS

11. COUNCIL AND STAFF COMMENTS

12. CONSIDERATION OF FUTURE AGENDA ITEMS (list of action items to be placed on agenda in next 60 to 90 days)

13. CLOSED SESSION

- 1. Public Employment Appointment
Pursuant to Government Code Section 54954.5
Title: City Manager**

14. ADJOURNMENT

Copies of this agenda were posted at City Hall, Dunsmuir City Library, Dunsmuir Park and Recreation District Office and at the Post Office on or before 6:00 PM Monday, May 13, 2019.

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.



Julie Iskra, Deputy City Clerk

05-13-2019
Date

DUNSMUIR CITY COUNCIL
DATE: April 18, 2019
MINUTES

1. CALL TO ORDER

Meeting was called to order by Mayor Lucchesi at 6:01 pm.

2. ROLL CALL

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

3. FLAG SALUTE

4. APPROVAL OF AGENDA

Motion to approve the agenda of April 18, 2019 by Keisler, seconded by Bryan.

Voice vote: AYES: Arth, Bryan, Deutsch, Keisler, Lucchesi

NOES: None

ABSENT: None

ABSTAIN: None 5-0-0-0

5. APPROVAL OF MINUTES

A. March 21, 2019

Motion to approve the minutes of March 21, 2019 by Keisler, seconded by Arth.

Voice vote: AYES: Arth, Bryan, Deutsch, Keisler, Lucchesi

NOES: None

ABSENT: None

ABSTAIN: None 5-0-0-0

6. PRESENTATION: None

7. COMMITTEE REPORTS

Arth reported that Keisler is the chair of the Public Works Committee. He would like to include PACE and citizens.

Lucchesi stated there needs to be a resolution including a mission statement and goals.

There also needs to be a secretary and public notice of each meeting. Lucchesi stated that any communication with the staff needs to go through the City Manager.

Bryan reported the Sheriff's Department contract negotiation committee met. It is a challenge due to increased costs during the previous three year contract ending June 30, 2019. The City has an economic challenge and hours may need to be reduced with an addendum to buy back extra hours if needed. The Sergeant works four-10 hour days with the possibility of another sergeant filling in as needed. The resolution for the new contract should be available mid-May.

Lucchesi stated that the Trails Committee met with Tom Hesseldenz regarding the Mossbrae Trail. The Interim City Manager Contract is on the agenda for continuity with Mark leaving.

Deutsch reported Neighborhood Watch will be having a Volunteer Fair on May 31 in coordination with the Resource Center. Regular monthly meetings continue to be held on the second Thursday of each month.

Bryan reported as the chair of the Finance Committee, with Arth as the Vice Chair. The committee is working on the budget and needs to add citizens to the committee. There will be many meetings in the near future and the tentative budget should be ready by June 6.

Lynda Scheben reported for the DPAC Committee. She stated the Fire Summit in Redding was great. The monthly meeting will be on April 25. Chief Padilla will host an Open House at the Community Building on May 11 for fire safety and defensible space. Everyone is invited.

8. ANNOUNCEMENTS AND PUBLIC COMMENT

Leslie Wilde stated she received the notice for increases in the sewer and garbage rates. She wanted to know what vote counted when the property owner and tenant both received a notice.

Tim Holt attended as a member of the pool committee. The pool issues are staffing, funding and the condition of the pool due to a crack on the bottom. Twenty-five applications were handed out and five are needed to qualify. The TUT money is needed for funding. The crack is not really bad and they will try and patch it. After the season, a new liner will be installed. At the last meeting he was told he could not ask a clarifying question by the Mayor and stated that it was disturbing.

Laurie Barnes-Harley announced that the businesses are looking at a second Saturday event in coordination with the Siskiyou Arts Museum opening every second Saturday. It is hoped that businesses will be open and offer some kind of special to encourage locals to come downtown and promote overnight stays by visitors. Siskiyou Economic Development will help with funding via a grant. The next Second Saturday Event will May 11.

David Hicks stated that events help prevent crime as shown in Europe with evening events. He also suggested that the Sheriff's Deputies follow the school bus route and see how many drivers do not respect the law.

9. ANNOUNCEMENTS AND REPORTS FROM COUNCIL AND STAFF:

Keisler noted that the yearly dinner for Citizen of the Year, Alexander Dunsmuir, Business of the Year and Non-profit of the Year will be held on May 18. He thanked Castle Rock water for their \$10,000 donation to Railroad Days.

Arth stated that Prop 68 states every city is eligible for up to \$200,000. He also stated that CalOre is setting up broadband in town.

FD Michaelson said the filing notice for Prop 68 is in process.

Sargeant Whetstine read the latest Sheriff's Dept statistics.

CM Brannigan thanked Brian Wilson of Public Works for his work placing pavers around the tree in front of the Sheriff's Dept.

6:55 Recess (for cake)

7:10 Recovene

10. CONSENT AGENDA

A. Check Register 3/29/19 – 4/12/19

B. Wastewater and Solid Waste Rate Committee

C. Employee MOU

Motion by Keisler to approve the Consent Agenda, items A, B, and C, seconded by Deutsch.

Voice vote: AYES: Arth, Bryan, Deutsch, Keisler, Lucchesi
NOES: None
ABSENT: None
ABSTAIN: None 5-0-0-0

11. PUBLIC HEARING: None

12. OLD BUSINESS

A. City Council Protocols

Mayor Lucchesi stated the protocols are the guiding document for the City Council. Attorney Kenny has approved this document.

Public Comment: Tim Holt feels the Council should encourage the dialogue with the City.

David Hicks stated he feels there should be a change to the protocols so the public can ask questions of the speaker.

Council Comment:

Keisler stated that previous history is the reason for the protocols. There have been many arguments and audience participation is needs to be kept under control.

Mayor Lucchesi stated there are many ways to interact outside of the Council meeting. The purpose of the meeting is to make decisions. Clarifying questions may be asked.

Arth feels the Council needs to be publicly friendly.

Motion by Keisler to adopt the Dunsmuir City Council Protocols, seconded by Arth.

Voice vote: AYES: Arth, Bryan, Deutsch, Keisler, Lucchesi
NOES: None
ABSENT: None
ABSTAIN: None 5-0-0-0

B. City Manager/Interim

CM Brannigan stated that the Mayor and Deutsch are selecting a new City Manager. It may take a while and the City needs an Interim. The City needs to consider the option of hiring Randy Johnsen.

Mayor Lucchesi stated the City needs someone to handle the day to day issues.

Public Comment: None

Motion by Keisler to authorize the Mayor to enter into contract with Randy Johnsen to provide Interim City Manager services, seconded by Deutsch.

Voice vote: AYES: Bryan, Deutsch, Keisler, Lucchesi
NOES: None
ABSENT: None
ABSTAIN: Arth 4-0-0-1

13. NEW BUSINESS- None

14. ADJOURNMENT: Meeting adjourned at 7:28 pm

Mayor Lucchesi

ATTEST:

Julie Iskra, Deputy City Clerk

CITY COUNCIL AGENDA ITEM CONSENT CALENDAR

Item No: 6.A.
Date: May 16, 2019
Subject: Receive donation of moneys to repair tunnel at Children's Park and authorize purchase of materials from GameTime

Public Works Supervisor obtained quote from GameTime for materials to repair tunnel in playground equipment at Children's park. A local businessman donated the moneys for the materials.

Installation will be provided by staff.

RECOMMENDATION: Move to receive donation of moneys to repair tunnel at Children's Park and authorize purchase of materials from GameTime.



A PIA CORE

C/O MRC 505 Montgomery St #1100
San Francisco, CA 94111
Ph: 800-235-2440 Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

QUOTE
#150147

05/07/2019

CA Dunsmuir City of Children's Park Replacement Tunnel Section

Dunsmuir Recreation and Park District
Attn: Bill Willman
5915 Dunsmuir Ave.
Dunsmuir, CA 96025
Phone: 530-859-4437
Fax: 530-235-4824
publicworks@ci.dunsmuir.ca.us

Project #: P92630
Ship To Zip: 96025

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - REPLACEMENT SECTION TO TUBE SLIDE # 80715 - ORIGINAL COLOR BEIGE	\$561.12	\$561.12

**PART #2 SELECTED BY B. WILLMAN, INSTALLATION SHEET ATTACHED TO VERIFY PARTS.

- (1) 166799 -- 30Deg Elbow W/Round Spy
- (24) 817330 -- 5/16 Lockwasher
- (12) 812040 -- 5/16X 3/4"Pin-In Bhsc W/P
- (12) 817406 -- 5/16" Flatwasher
- (12) 804555 -- 5/16 T Nut (Spanner)
- (12) 804558 -- 5/16 T Nut W/3/8 Barrel
- (12) 817403 -- 5/16"Flat W/1 1/8"O.D.
- (12) 812042 -- 5/16X 1"Pin-In Bhsc W/P
- (1) 818313 -- Tee-Nut Socket
- (1) 812654 -- 5/16"Pin-In Torxbit(3/16)

ORIGINAL ORDER # 4125002 4/30/2004

SHIPS FEDEX

INSTALLATION IS NOT INCLUDED IN THIS PROPOSAL.

HD

SubTotal:	\$561.12
Tax:	\$43.49
Estimated Freight:	\$77.41
Total Amount:	\$682.02



CITY COUNCIL AGENDA ITEM PUBLIC HEARING STAFF REPORT

Item No: 7.A.
Date: May 16, 2019
Subject: Receive and count protest ballots regarding sewer utility rate increases, and if protest ballots are insufficient adopt Resolution No. 2019- to increase rates for Sewer Utility Services to be effective July 1, 2019 with annual increases for the next five years

1. Mayor opens Public Hearing and calls for staff report. Council may ask questions of staff but shall defer any opinion until after public comments.
2. Mayor directs that ballots received be counted by City Clerk and number of qualified and unqualified ballots be disclosed. Upon announcement of results of election the Mayor shall declare the protests sufficient or insufficient.
3. Mayor requests public comments.
4. Mayor declares public input portion of the hearing closed with consensus of City Council.
5. Mayor requests discussion and consideration of Resolution No. 2019- by City Council if protests were insufficient.
6. After Council action Mayor declares public hearing closed.

The City Council, staff and PACE Engineering have worked together with citizen committee and public in attendance at meetings to provide new sewer rates that are as fair and equitable for customers as possible while providing for necessary revenues to operate the sewer system within ever changing State laws. In order to implement these rates a Proposition 218 protest election process is required by State law. All efforts were made to contact all eligible to vote in this election. If sufficient protests are received, current rates will continue to be charged and improvements to the plant, pipes, and staff will be jeopardized. If the protest election is not successful, new rate resolution will be adopted and improvements to sewer system will be provided.

RECOMMENDATION: If the protests are insufficient, move to adopt Resolution No. 2019- to increase rates for Sewer Utility Services to be effective July 1, 2019 with annual increases for the next five years.

RESOLUTION NO. 2019-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR TO INCREASE RATES FOR SEWER UTILITY SERVICES

WHEREAS, the City Council commissioned a rate study that reviewed current rates set May 20, 2010 and needs of the sewer utility now and in the next 5 years; and

WHEREAS, the 2007 Master Sewer Plan was used as the basis for this study supplemented by engineering standards currently employed by other sewer utilities when reviewing rates and needs of the system; and

WHEREAS, two Council members and three community members conducted six workshops to collect and review available information, forecast needs of the system, develop revenue requirements, and consider alternative rate structures; and

WHEREAS, the Ad Hoc Committee, City staff, and City Council have agreed that the sewer utility rate increases are necessary to maintain the health and safety of the Dunsmuir Sewer system; and

WHEREAS, the Ad Hoc Committee and the City Council have found that the proposed rates are equitable and fairly distribute the burden of system costs among the various classes of customers; and

WHEREAS, all meetings of the Ad Hoc Committee and City Council to consider the Sewer Utility Rate Study were noticed and open to the public; and

WHEREAS, in accordance with provisions of State Law a notice of public hearing was mailed to all property owners regarding the proposed rate increases, and in accordance with City Council direction was also mailed to all customers; and

WHEREAS, the noticed public hearing was held on May 16, 2019 and there were insufficient protests to prevent the resolution to be adopted.

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

Section 1. The Sewer Utility Rate increases shown below are hereby adopted and to be effective throughout the Dunsmuir Sewer service area as of July 1, 2019 and subsequent years as shown.

Table 1 – Recommended Sewer Rates

User Class	Existing FY 18-19	Proposed FY 19-20	Proposed FY 20-21	Proposed FY 21-22	Proposed FY 22-23	Proposed FY 23-24
Residential Flat Rate per Unit	\$40.08	\$45.00	\$50.00	\$54.00	\$57.00	\$59.00
Non-Residential Flat Rate per EDU (equivalent dwelling unit)	varies	\$45.00	\$50.00	\$54.00	\$57.00	\$59.00

Notes:

1. Residential accounts include single-family residences; apartments, including duplexes, triplexes, and fourplexes; and mobile homes on their own parcel. Mobile home parks are charged based on non-residential (water consumption based) rates.
2. One equivalent dwelling unit (EDU) equals 200 gallons per day (6,080 gallons/mo.) of wastewater flow, which is the estimated flow from a typical single family household.
3. Non-residential EDUs based on 90% of average monthly water consumption for January, February, and March.

Section 2. Any rates and fees of the City for sewer and sewer service which have heretofore been fixed by ordinance or resolution which are inconsistent with or in conflict with any of the rates and charges set forth herein are hereby repealed and rescinded to the extent of their inconsistency, effective July 1, 2019.

Section 3. CEQA EXEMPTION. The approval of said sewer rates and fees by this City Council is exempt from the requirements of the California Environmental Quality Act under the provisions of the Public Resources Code, Section 21080 (b)(8), and this Council makes this claim of exemption pursuant to said section and authorized claim of exemption to be filed with the appropriate agencies.

Section 4. VALIDITY. That if any section, subsection, sentence, clause, or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of the Resolution or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

Section 5. INCONSISTENCIES. All resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of such inconsistency.

Section 6. PUBLISHED. That the City Clerk shall certify to the passage of this resolution and cause the same to be posted at designated sites within the City and published in a newspaper distributed within the City of Dunsmuir.

* * * * *

This resolution was considered at a public hearing held on May 16, 2019, and was adopted by the City Council of the City of Dunsmuir by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Juliana Lucchesi, Mayor

ATTEST:

Randy L. Johnsen, City Clerk

CITY COUNCIL AGENDA ITEM PUBLIC HEARING STAFF REPORT

Item No: 7.B.
Date: May 16, 2019
Subject: Receive and count protest ballots regarding refuse collection (garbage) services rate increases, and if protest ballots are insufficient adopt Resolution No. 2019- setting new rates to be effective July 1, 2019 with annual increases for the next five years

1. Mayor opens Public Hearing and calls for staff report. Council may ask questions of staff but shall defer any opinion until after public comments.
2. Mayor directs that ballots received be counted by City Clerk and number of qualified and unqualified ballots be disclosed. Upon announcement of results of election the Mayor shall declare the protests sufficient or insufficient.
3. Mayor requests public comments.
4. Mayor declares public input portion of the hearing closed with consensus of City Council.
5. Mayor requests discussion and consideration of Resolution No. 2019- by City Council if protests were insufficient.
6. After Council action Mayor declares public hearing closed.

The City Council, staff and PACE Engineering have worked together with citizen committee and public in attendance at meetings to provide new refuse collection (garbage) rates that are as fair and equitable for customers as possible while providing for necessary revenues to operate the system. In order to implement these rates a Proposition 218 protest election process is required by State law. All efforts were made to contact all eligible to vote in this election. If sufficient protests are received, current rates will continue to be charged. If the protest election is not successful, new rate resolution will be adopted.

RECOMMENDATION: If the protests are insufficient, move to adopt Resolution No. 2019- setting new rates to be effective July 1, 2019 with annual increases for the next five years.

RESOLUTION NO. 2019-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR SETTING RATES FOR REFUSE COLLECTION (GARBAGE) SERVICES

WHEREAS, in 2015 the City of Dunsmuir passed Ordinance No. 550 repealing Chapter 8.08 to Title 8 of the City of Dunsmuir Municipal Code and enacting a new Chapter 8.08, concerning refuse collection and disposal; and

WHEREAS, the old Chapter 8.08 set forth rates by way of ordinance, but the new Chapter 8.08 permits the City Council to set rates by way of resolution; and

WHEREAS, the City adopted Resolution No. 2016-03 setting current refuse collection rates that were effective March 25, 2016, and

WHEREAS, the City Council wishes to retain the current rate structure based on monthly service charges according to size of receptacle and frequency of pickup but change the rate for size and frequency to be effective July 1, 2019, which will allow for spending down the existing excess reserve and spreading needed future rate increases over four years; and

WHEREAS, in accordance with provisions of State Law a notice of public hearing was mailed to all property owners regarding the proposed rate increases, and in accordance with City Council direction was also mailed to all customers; and

WHEREAS, the noticed public hearing was held on May 16, 2019, and there were insufficient protests to prevent the resolution to be adopted.

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

Section 1. The Refuse Collection Rate increases shown below are hereby adopted and to be effective in the City of Dunsmuir as of July 1, 2019.

Table 1 – Recommended Garbage Rates

No. Containers	Size of Containers	Existing	Proposed	Proposed	Proposed	Proposed	Proposed
		FY 18-19	FY 19- 20	FY 20- 21	FY 21- 22	FY 22- 23	FY 23-24
1	65 gal	\$16.44	\$17.43	\$19.26	\$21.28	\$24.26	\$25.11
1	95 gal	\$24.18	\$25.63	\$28.32	\$31.30	\$35.68	\$36.93
Dumpster	Flat fee	\$20.00	\$21.20	\$23.43	\$25.89	\$29.51	\$30.54
Dumpster	1 yard	\$55.34	\$58.66	\$64.82	\$71.63	\$81.65	\$84.51

Section 2. The above rates for commercial establishments shall be deemed to be rates for curbside pickup. A further surcharge shall be charged for other than curbside pickup, at rates to be set by the City Council upon application by individual commercial establishments.

Section 3. Any rates and fee of the City for refuse collection service which have heretofore been fixed by ordinance or resolution which are inconsistent with or in conflict with any of the rates and charges set forth herein are hereby repealed and rescinded to the extent of their inconsistency, effective July 1, 2019.

Section 4. CEQA EXEMPTION. The approval of said refuse collection rates by this City Council is exempt from the requirements of the California Environmental Quality Act under the provisions of the Public Resources Code, Section 21080 (b)(8), and this Council makes this claim of exemption pursuant to said section and authorizes claim of exemption to be filed with the appropriate agencies.

Section 5. VALIDITY. That if any section, subsection, sentence, clause, or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of the Resolution or the application of such provision to other persons or circumstances shall not be affected thereby. The City council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

Section 6. PUBLISHED. That the City Clerk shall certify to the passage of this resolution and cause the same to be posted at designated sites within the City and published in a newspaper distributed within the City of Dunsmuir.

* * * * *

This resolution was considered at a public hearing held on May 16, 2019, and was adopted by the City Council of the City of Dunsmuir by the following vote:

PASSED AND ADOPTED this 16th day of May, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juliana Lucchesi, Mayor

ATTEST:

Randy L. Johnsen, City Clerk

CITY COUNCIL AGENDA ITEM CITY MANAGER STAFF REPORT

Item No: 9.A.
Date: May 16, 2019
Subject: Accept bid from Fremouw Environmental Services Inc. of \$14,943.40 to remove and dispose of possible hazardous materials from Public Works building

When the train repair and storage building was removed, UP required City to clean out the inside of the building before the dismantling and removal would occur. Most of the stored items were recovered by original owners that could be contacted by staff. The remainder were taken to the dump.

Several barrels of, in some cases, unmarked liquid materials and paints remained and were moved to the Public Works building, as they could not be taken to the dump. These barrels appear to be very old and the materials could be from UP, School District when they rented the building for bus barn, garbage hauler who at one time rented part of the building, and who knows what as train enthusiasts stored antique train parts, materials, and vehicles there. It was at one time thought to become a museum. Some of the materials were generated by City staff maintaining City vehicles and painting city facilities.

Upon inspection by Siskiyou County Hazardous Materials Management Group, City was notified to remove tack oil, paint, and other petroleum materials that were determined to be hazardous waste. A recent inspection has required immediate follow up.

Public Works Supervisor has obtained proposal from Fremouw Environmental Services to pick up, remove, and dispose of the materials. This company is located in Dixon, CA with very few others able to provide this work.

RECOMMENDATION: Move to accept bid from Fremouw Environmental Services Inc. of \$14,943.40 to remove and dispose of possible hazardous materials from Public Works building

SISKIYOU COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
 HAZARDOUS MATERIALS MANAGEMENT GROUP
 806 SOUTH MAIN STREET YREKA, CA 96097 Ph. 530-841-2100

NOTICE TO COMPLY

CUPA Inspection Report

CERS CME ENTERED _____

Facility Name: CITY OF DUNSMUIR				Representative: BILL WILLMAN					
Physical Address: 4200 SACRAMENTO AVE, DUNSMUIR, CA				Phone #: (530) 235-4437					
Facility Type: <input type="checkbox"/> 7-Generator Only; <input type="checkbox"/> 8-Business Plan only; <input checked="" type="checkbox"/> 9-Combination Business Plan & Generator; <input type="checkbox"/> 11-Exempt-one time registration; <input type="checkbox"/> 12-SPCC									
FEE CATEGORY: <input type="checkbox"/> E0 <input type="checkbox"/> E1 <input type="checkbox"/> E2 <input type="checkbox"/> A1 <input type="checkbox"/> A2 <input type="checkbox"/> B1 <input type="checkbox"/> B2 <input type="checkbox"/> CC <input type="checkbox"/> DD <input type="checkbox"/> EE <input type="checkbox"/> FF <input type="checkbox"/> UST									
HMBP <input checked="" type="checkbox"/>	V	Cal Arp	V	UST	V	APSA	V	GENERATOR <input checked="" type="checkbox"/>	V
1. CERS/HMBP		12 RMP (5 year)		22. Permit		43. SPCC (5 year)		LQG <input type="checkbox"/> SQG <input checked="" type="checkbox"/>	
2. Chem. Inventory		13. evacuation procedure		Date:		Tier 1 Tier 2:		54. EPA ID # CAL000081835	<input checked="" type="checkbox"/>
3. ERPP/ Plan		14. audio alarm		23. Monitoring Cert.		Date:		55. Disposal Method	
4. Annual cert.		15. visual alarm		Date:		44. Site security		56. Container Marking	<input checked="" type="checkbox"/>
5. Site map		16. wind direction indicator		24. 2 nd Containment		45. Site drainage		57. Accumulation Time	<input checked="" type="checkbox"/>
6. Training		17. seismic contingences		Date:		46. Spill Equipment		90 days <input type="checkbox"/> LQG	
7. MSDS availability		18. Emergency Info Posted		25. Financial Resp.		47. PPE		180 days <input type="checkbox"/> SQG	
8. Containers		19 Ventilation		26. Response Plan		48. Containment		270 days <input type="checkbox"/>	
9. Labeling		20. Local ER coordination		27. Monitoring Plan		49. Compatibility		58. Satellite accumulation	
10. NFPA 704		21. Employee training		28. D.O reports/certs		50. Integrity testing		59. Tank management	
11. Spills/releases				29. Employee training		51. Valves		60. 2 nd containment	
				30. Daily alarm log		52. Piping		61. Recyclable materials	
				TESTING		53. Daily inspection		62. Used oil filters	
				31. Tanks				63. Lead acid batteries	
				32. Sumps				64. Universal waste	
				33. UDC's				65. Electronic waste/CRT's	
				34. Spill Buckets				66. Manifests	
				35. Piping				67. Housekeeping	
				36. LLD's				68. Site safety	
				37. Sensors					
				38. ATG alarm					
				39. ATG monthly					
				40. Overfill alarm					
				41. Alarm history					
				42. Fail-safe/Pos shut					

See reverse of this page for "RETURN TO COMPLIANCE CERTIFICATION" form.

Viol. #	Viol. class	NOTES &/OR DESCRIPTION OF VIOLATION(S):	Corrected Date
		ROUTINE INSPECTION CONDUCTED THIS DATE	
54	Minor	Facility has a State ID number that was inactivated in 2017. Hazardous waste generators must maintain an active hazardous waste ID number. ID number reactivation form sent this date. Check with DTSC to verify that ID number has been re-activated.	
57	Class II	Facility is storing tack oil, paint, and other petroleum materials that has been determined to be hazardous waste for over 1 year. Need to properly remove hazardous waste from the facility every 180 days. Need to make plans to dispose of hazardous waste & contact this Department with a timeline.	
56	Class II	Observed used oil and drained used filters stored without hazardous waste labels. All hazardous waste needs to be properly labeled with hazardous waste labeling requirements.	
		NOTE: Business plan updated and certified this date.	

Date Inspected: 1/28/2019

Correct by: 2/28/2019

REHS Inspector: Beverly Shaw
 Beverly Shaw

Received By: Bill Willman
 Person consenting to inspection

UST-ICC Inspector # 8359467

THIS IS NOT A BILL

Return completed "Return to Compliance Certification" form when violations are corrected.

Fremouw Environmental Services Inc.

May 6, 2019

Bill Williams
City Of Dunsmuir Corp Yard
4200 Sacramento Ave
Dunsmuir 96025
Office: (530) 235-4822
Mobile (530) 859-3061
E-mail: publicworks@ci.dunsmuir.ca.us

Dear Bill,

Fremouw Environmental Services Inc. (FES) is pleased to provide City Of Dunsmuir Corp Yard with the following pricing for the labor, materials, transportation, and disposal of the hazardous waste located at the facility listed above. The estimate is based on the information provided by you.

Activities Provided by Fremouw Environmental Services, Inc.(FES)

- FES will provide labor, and materials to pack waste into D.O.T. containers.
- FES to provide labeling for containers on site & assist in keeping City Of Dunsmuir Corp Yard in compliance with local, State or Federal regulations. (Includes housekeeping).
- FES will provide paper work in accordance with DOT regulations (49 CFR).
- FES will transport and dispose of all waste to an EPA approved disposal facility.

Fremouw Environmental Services, Inc. payment terms: All invoices to be paid within (fifteen) 15 days from invoice date. Any payment received over 15 days from date of service/invoice, may be charged a 1.5% late fee. The foregoing price quote is firm, provided that the materials covered by the quote conform to the descriptions and quantities listed. In the event that the quantity or the nature of the material, time, equipment or volume of waste differs from the description listed in this document, the charges may be more or less. This quote is valid unless notified in writing 30 days prior to any future pick up. Applicable taxes not included.

Your written direction to Fremouw Environmental Services, Inc. to begin the work covered by this quote will constitute your agreement with Fremouw Environmental Services, Inc. prices for that work.

If you require additional information for evaluation of this proposal, please feel free to call me. To schedule waste pickup, please contact Art at (707) 448-3700.

Sincerely,

Bill Shepherd
Account Manager
Fremouw Environmental Services, Inc
Phone (707)448-3700
Fax (707)448-3499
Cell (707)580-4910
bshepherd@hazwasteremoval.com

Fremouw Environmental Services Inc.

Pricing for City Of Dunsmuir Corp Yard

Disposal:

Non-RCRA Hazardous Waste

Latex Paint

1 x Cu. Yard Boxes w/1 x Bag Absorbent \$ 695.00

Waste Grease.

1 x Cu. Yard Boxes w/1 x Bag Absorbent \$ 595.00

RCRA Hazardous Waste

Waste Flammable Liquids {Oil based paint, thinner, MEK, mixed fuel, etc.}

1 x 55 Gallon Drum (Commodity-Pack) \$ 325.00

2 x Cu. Yard Boxes w/4 x Bag Absorbent (Commodity-Pack) \$695.00 per/box \$1,390.00

Waste Asphalt Emulsion Solution. **Over Pack**

2 x 55 Gallon Drum (Commodity-Pack) \$385.00 per/dm \$ 770.00

3 x 55 Over pack drum (Bulk In to 85 Gal over pack @ \$385.00/per dm) \$1,155.00

1 X 55 Gallon Drum (Bulk) \$ 385.00

Waste Mixed Acids

15 Gallon Drum (Commodity-Pack or Bulk) \$ 335.00

Aerosols

5 Gallon Drums (Universal) Flammable \$ 195.00

US Mandated EPA Fee \$ 20.00 per manifest

Labor: "portal to portal for Set up, Pack-outs & special projects with pre-approval"

Project Managers 8 hrs. (@ \$115.50/per hour) \$ 924.00

Project Managers 4 hrs. (@ \$138.60/per hour) \$ 554.40

Project Managers 2 hrs. (@ \$172.50/per hour) \$ 345.00

Technical Assistants 8 hrs. (@ \$105.00/per hour) \$ 840.00

Technical Assistants 4 hrs. (@ \$126.00/per hour) \$ 504.00

Technical Assistants 2 hrs. (@ \$157.50/per hour) \$ 315.00

Per Diem If Needed (@ \$225.00/per person)

Administration "All Paper work including manifests, profiling, labels etc." \$ 75.00

Overtime > 8 hours @ 1.2

Transportation & Equipment : {All transportation will have an Energy & Security surcharge}

Service Vehicle \$ 250.00

Drum Box Truck/ For Drum Pickup/Includes up to 1 hr. on site \$ 350.00/per stop

Energy & Security \$ 90.00

Materials & Supplies: (does not include taxes)

Drums "All UN DOT approved containers"

1 x 5 Gallon Poly \$ 18.50/per drum

1 x 15 Gallon Poly \$ 65.00/per drum

1 x 55 Gallon Steel \$ 52.50/per drum

3 x 85 Gallon Steel (@ \$198.00 Per drum) \$ 594.00

4 x Cubic Yard Boxes (including liner & pallet) (\$ 95.00/per box) \$ 380.00

2 x PPE (Personal Protective Equipment) (\$ 35.00/per day each) \$ 70.00

10 x Absorbent Sweep (25lb bag) (\$6.99/per bag) \$ 69.00

Fremouw Environmental Services Inc.

Disposal: {Including all applicable local, state, & federal taxes}

Non-Hazardous Waste Transit Pipe

Minimum 10 yd's/per bin (@ \$ 65.00/Yd) \$ 650.00

Transportation: (portal to portal)

1 x Roll of Truck with operator 8 hrs. (@ \$135.00/per hour) \$1,080.00

1 x Roll of Truck with operator 4 hrs. OT (@ \$162.00/per hour) \$ 648.00

1 x Roll of Truck with operator 2 hrs. DT (@ \$202.00/per hour) \$ 405.00

Fuel Surcharge:

Of Transportation (@ \$ 15% of trans total) \$ 319.95

Materials:

Manifesting/profiling, scheduling \$ 75.00

2 x Visqueen Wrap Roll (@ \$ 150.00/each) \$ 300.00

1 x Bin Liner \$ 65.00

Total Estimated Proposal \$14,943.40

The signature below indicates that the customer has read and understands the proposed quotation and applicable charges.

INSURANCE:

If, as a result of this proposal, *City Of Dunsmuir* requires Fremouw Environmental Services, Inc. (FES) to provide *City Of Dunsmuir* with Additional Insured status on FES' insurance policies *City Of Dunsmuir* must provide FES with a service contract or agreement requiring the Additional Insured status and detailing all requirements of the status.

The estimated labor component of this proposal is based on prevailing wage rates. Upon execution of this proposal and prior to service {customer} is responsible for providing Fremouw with all reporting/documentation requirements; State or Federal Certified Payroll Report (CPR), required delivery or submission process and all recipient information.

State CPR _____ Federal CPR _____ NO CPR REQUIRED _____

CPR submission process: (email address, mailing address, DIR Project ID #):

Initial and Date

Company: City Of Dunsmuir Corp Yard

Name: _____

Signature: _____ Date: _____

Purchase Order#: _____ EPA ID#: CAL 000 081 835

CITY COUNCIL AGENDA ITEM CITY MANAGER STAFF REPORT

Item No: 9.B.
Date: May 16, 2019
Subject: Accept and approve Amendment No 1 to August 23, 2013 Engineering Agreement with PACE Engineering increasing certain costs for provision of wastewater contact operation services for the wastewater treatment plant

Amendment No. 1 provides that qualified and licensed PACE staff will review and assist with monthly monitoring report, assist and approve new Standard Operating Procedures (SOPs), and assist with operational changes and regulator questions. These are duties PACE employee has been providing for some time. It is hoped and planned that the City will soon have a grade III operator to assume some of this work. Until that time this amendment clarifies who performs these services.

These services were estimated at \$5,000 per month but PACE standard charges have increased the amount to \$6,000 per month. In actuality, the cost for these services has exceeded the monthly estimate often.

Until the City has a grade III operator on staff there is no other option to provide these required professional services.

RECOMMENDATION: Move to accept and approve Amendment No 1 to August 23, 2013 Engineering Agreement with PACE Engineering increasing certain costs for provision of wastewater contact operation services for the wastewater treatment plant

AMENDMENT NO. 1 TO ENGINEERING AGREEMENT JOB NO. 204.49

THIS AMENDMENT NO. 1 TO ENGINEERING AGREEMENT JOB NO. 204.49 made and entered into as of this ___ day of May 2019, amends the Engineering Agreement heretofore entered between City of Dunsmuir (City), hereinafter referred to as "Client," and PACE Engineering, Inc., hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the Client and Consultant entered into Engineering Agreement, dated August 23, 2013, to provide wastewater contract operation services for the City's wastewater treatment plant, and

WHEREAS, the Client now desires to expand the scope of work by adding additional services.

NOW, THEREFORE, the parties agree that the aforesaid Engineering Agreement be amended as follows:

1. The Consultant shall provide the services as described in Exhibit A attached.
2. The Consultant's compensation shall be for services rendered pursuant to this Amendment and shall be on a time-and-expense basis as described in attached Exhibits A and B.

Except as otherwise provided herein, the Engineering Agreement entered into by the Client and Consultant dated August 23, 2013, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to Engineering Agreement at Redding, California, the day and year first above written.

CONSULTANT

PACE Engineering, Inc.

By: _____

Thomas W. Warnock, Principal Engineer

CLIENT

City of Dunsmuir

By: _____

Title: _____



EXHIBIT A
CITY OF DUNSMUIR
WASTEWATER CONTRACT OPERATIONS
MONTHLY COST ESTIMATE

Scope of Services	WORKDAYS				Category Subtotal
	J. Chandler Assistant CPO	E. Marshall Operator	N. Humphreys Operator-in-Training	Office Staff	
Task 100 – Contract Operations					
a. Site visit ¹	1				\$2,240
b. Review and assist with monthly monitoring report	0.5		0.5		\$1,224
c. Creating new Standard Operating Procedures (SOPs) ²		1	0.5	0.1	\$1,534
d. Assist with operational changes and regulator questions ³	0.5		0.3		\$1,402
TOTAL PERSON-DAYS	2	2	1.3	0.1	\$5,998
LABOR \$/DAY	\$1,328	\$912	\$1,120	\$624	
LABOR COST PER CLASSIFICATION	\$2,656	\$1,824	\$1,456	\$62	
1. If City personnel is gone for medical or personal leave, additional site visits by PACE may be required. 2. This estimate is based on PACE supplying the City with one SOP per month. 3. This estimate is based on typical operations (no violations, no major operational issues, etc)					
Engineering Services Total					\$6,000



Exhibit B

STANDARD CHARGES FOR PROFESSIONAL SERVICES
Effective through December 31, 2019

LABOR CLASSIFICATION		HOURLY RATE
Senior Engineering Consultant	E8	\$214
Managing Engineer	E7	\$214
Principal Engineer	E6	\$201
Senior Engineer	E5	\$186
Associate Engineer	E4	\$166
Staff Engineer/Grade 3	E3	\$149
Staff Engineer/Grade 2	E2	\$140
Staff Engineer/Grade 1	E1	\$127
Engineering Technician 4	T4	\$140
Engineering Technician 3	T3	\$126
Engineering Technician 2	T2	\$114
Engineering Technician 1	T1	\$98
One-Man Survey Crew	SC1	\$236
Two-Man Survey Crew	SC2	\$300
Two-Man Survey Crew (OT)	SC2x	\$355
Three-Man Survey Crew	SC3	\$370
Survey Supervisor	SS1	\$173
Licensed Land Surveyor	LS1	\$156
Admin. Clerk III	AD3	\$78
Admin. Clerk II	AD2	\$69
Admin. Clerk I	AD1	\$62

EXPENSES

Meals and Lodging: At cost (out-of-town and overnight work only)
 Vehicle Transportation: Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
 Express Mail/Federal Express: At cost
 Outside Services & Fees: At cost plus 10% administrative fee
 Computers, Plotters and Electronic Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

Refer to Exhibit A-1 for hourly rates on prevailing wage projects.

CITY COUNCIL AGENDA ITEM CITY MANAGER STAFF REPORT

Item No: 9.C.
Date: May 16, 2019
Subject: Accept and approve Amendment increasing basic monthly fee for provision of professional building inspection services to City of Dunsmuir

Amendment provides for continuation of current building inspection services provided by David H. (Dave) Smith. Mr. Smith has been providing these services to the City of Dunsmuir for over 20 years. His basic annual fee has not been increased since 2005. This request is for a 10% increase from \$17,000 annually to \$18,700 annually.

In addition to this amount, the current agreement for professional services provides that Mr. Smith receive 60% of all building permit fees collected with the City retaining 40%.

Mr. Smith is also retained for building inspection purposes by other cities in Siskiyou County and has requested or been approved for this increase in those jurisdictions.

RECOMMENDATION: Move to accept and approve Amendment increasing basic monthly fee for provision of professional building inspection services to the City of Dunsmuir and authorize City Manager to execute this amendment.



NO. 508-10000
Bookings
Pls. Kel...

April 23, 2019

City of Dunsmuir
Mark Brannigan, City Manager

RE: Amendment to City of Dunsmuir Agreement for Professional Services dated 3/16/2007

Dear Mark,

I started with the city about 21 years ago through the City of Weed. Over the years, I started contracting for services by starting my own business. My fees have been the same since 2005. The cost of doing business has increased every year as well as the cost of living during this time. At this time, I am asking to change the base rate from \$17,000 to \$18,700 per year. This increase would help offset the increases of these expenses. This would be the only change to the existing contract.

100, 1000

The City of Dunsmuir, by signing below, agrees to the terms of this letter. This change is effective July 1, 2019.

City Manager

Date

Respectfully,

David H Smith
Smith Building Services
4114 Rainbow Dr.
Weed, CA 96094

CITY OF DUNSMUIR
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into on the 16th day of March, 2007 by and between the City of Dunsmuir, hereinafter called "City", and Smith Building Services, LLC, hereinafter called "Contractor".

RECITAL

1. Purpose

The purpose of this Agreement is to allow the City to procure the services of an experienced professional firm to provide Building Inspection services within the City limits.

TERMS AND CONDITIONS

2. Mission

City hereby retains Contractor for provision of Building Inspection services described in Exhibit "A". Contractor hereby accepts such responsibility as described herein.

3. Term

This agreement shall commence as of July 1, 2007, unless otherwise provided in the Exhibit "A", and shall remain in full force and effect through June 30, 2008, and is subject to automatic renewal annually with the provision that the proposed compensation rate or formula for Building Inspection services for each subsequent year shall be mutually agreeable to the parties. By April 1st of each year, Contractor shall provide written notice to City of the proposed compensation rate or formula for Building Inspection services for the following year.

4. Scope of Work

It is necessary for the City to retain a Contractor to perform the services described in Exhibit "A". Contractor warrants that it/he has the experience and expertise necessary to perform the work. Contractor shall complete the work program and schedule described in Exhibit "A" based on the compensation formula indicated thereon.

5. Project Personnel

This contract is awarded with the understanding that the Contractor will utilize the key personnel also identified in Exhibit "A" and that changes in key personnel will not be made without written approval of the City.

6. Payment for Services

Compensation for Building Inspection Services shall be 100% of the Building Permit Fees collected by the City until a total of \$17,000 has been paid to Contractor. \$17,000 shall be the minimum baseline annual cost of service. After Contractor has been paid \$17,000, the compensation rate to the Contractor shall be 60% of Building Permit Fees collected by the City, with the City retaining 40% of these fees.

City will make payment to Contractor of \$1,416.67 per month for the annual contract term. Payment in the 12th month of the contract term will then be adjusted to correct the final compensation to the amount required by the preceding paragraph.

Minor project plan checking (as determined by Building Inspector/Contractor) to be billed by Contractor at 85% of the plan check fee charged to property owner or developer. Compensation paid to Contractor for minor plan checking shall not be applied to the \$17,000 baseline cost, and shall be billed separately on a monthly basis.

7. Right to Audit

City or any of its duly authorized representatives shall have access to any books, documents, papers and records of Contractor and/or its subcontractors which are pertinent to the specific program hereunder for the purpose of making an audit, and examination, excerpts and transcriptions. All books, records and supporting detail shall be retained for a period of five (5) years after the expiration of the term of this Agreement, or any extension thereof, or for any longer period of time as required by law.

8. Audit Exceptions

Contractor agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying City the full amount of liability resulting from such audit exceptions.

9. Independent Contractor

Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an agent or employee of City. This Agreement is by and between Contractor and City, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between City and Contractor.

10. Successor and Assignment

The services as contained herein are to be rendered by Contractor whose name is as appears first above written and said Contractor shall not assign nor transfer any interest in the Agreement without the prior written consent of the City.

11. Review of Services

The parties shall meet periodically to review the services provided under this Agreement. Such meetings shall be conducted at least quarterly to assure mutual satisfaction with the contract's implementation, and to resolve any issues or questions or provide such clarification as may be necessary regarding the provision of Building Inspection services.

12. Dispute Resolution/Binding Arbitration

Any dispute or claim in law or equity arising out of this Agreement or any transaction resulting from this Agreement that cannot be resolved by good faith negotiations between the parties shall be decided by binding arbitration in accordance with the rules of the American Arbitration Association or a mutually agreed upon private arbitrator. No exemplary damages may be awarded. Judgment upon the award may be entered into any court having jurisdiction. The parties agree that, for the purposes of venue, any action shall be filed in Siskiyou County. Each party shall have the right to discovery under California Code of Civil Procedure section 1283.05. Arbitration shall not be mandatory, however, on actions to protect confidential/proprietary information. In the event of litigation the prevailing party shall be entitled to reimbursement for reasonable attorney's fees and costs.

13. Indemnification

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its elected and appointed officials, officers, agents and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Contractor's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees, and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

14. Insurance

Without limiting Contractor's indemnification of City, Contractor shall procure and maintain at all times during the life of this Agreement, a program of insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by Contractor, its officers, representatives, agents, or employees. Contractor acknowledges that Section 3700 of the California Labor Code requires all employers to be insured against liability for workers' compensation or undertake self insurance in accordance with the provisions of that Code Section. Further, prior to commencement of work pursuant to this Agreement, Contractor, including any subcontractor, shall obtain all insurance required hereunder from a company or companies acceptable to the City's Risk Manager. For the purposes of the Insurance Section of this Agreement, City's Risk Manager shall mean City's Finance Director.

a. Minimum Limits on Insurance

Contractor shall maintain limits of no less than:

- 1) **General Liability:** \$1 Million per occurrence for bodily injury, personal injury and property damage for products, completed operations and any other activities undertaken by Contractor pursuant to this agreement.
- 2) **Automobile Liability:** \$1 Million per accident for bodily injury, death and property damage insuring against liability arising out of the use of any vehicle.
- 3) **Workers' Compensation insurance** as required by the State of California.
- 4) **Errors and Omissions Liability:** \$1 Million aggregate/\$1 Million per occurrence.

Modifications to the above noted minimum insurance limits may only occur upon concurrence of both parties to this Agreement, confirmed in writing by Contractor and City's Risk Manager.

b. Other Insurance Provisions – Commercial General and Automotive Liability

The commercial general liability and automotive liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The City, its elected and appointed officials, officers, agents and employees are to be covered as insured with respect to:
 - i) Liability arising out of work or operations performed by or on behalf of the Contractor; or

ii) Automobiles owned, leased, hired or borrowed by the Contractor.

- 2) For any claims related to Contractor's services rendered pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, agents and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required by the clause shall be endorsed to state that coverage shall not be reduced or canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City's Risk Manager.

c. Verification of Coverage

Contractor shall furnish the City's Risk Manager with original certificates and amendatory endorsements effecting coverage required by this clause.

d. Failure to Provide or Maintain Insurance

Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement.

15. Compliance with the Laws

The parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this Agreement.

16. Non-Discrimination

In the fulfillment of the program established under this Agreement, either as to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other terms of compensation, selection for training, including apprenticeship or participation in the program or the receiving of any benefits under the program, Contractor agrees not to discriminate nor to allow any subcontractor to discriminate on the basis of race, color, creed, religion, natural origin, ancestry, sex, age marital status or physical disability.

17. Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be

deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18. Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

19. Entire Agreement

This Agreement supersedes any and all other agreement, either oral or in writing, between the parties hereto with respect to the retention of Contractor by City and contains all the covenants and agreements between the parties with respect to such retention.

20. Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

21. Work Product

All work product produced by Contractor under this Agreement will be the property of the City. It will be delivered to the City upon City's demand. It will not be used by Contractor for purposes other than this Agreement without the written consent of the City.

22. Termination

This Agreement may be terminated by either party by giving written notice at least sixty (60) days prior to the effective termination date in the written notice. Upon such notice of termination, City shall be liable to Contractor only for those fees and costs actually incurred by Contractor to the effective termination date, based on the hourly rates specified in Exhibit "A".

23. Notice

Notices, herein shall be presented in person, by certified or registered U.S. mail, or overnight courier service as follows:

To Contractor: Smith Building Services, LLC
 4530 Lake Shastina Drive
 Weed, CA 96094
 Attn: David H. Smith

To City: City of Dunsmuir
5919 Dunsmuir Ave.
Dunsmuir, CA 96025
Attn: City Administrator

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service.

24. Binding Agreement

The terms, covenants and conditions of this Agreement shall apply to and bind the successors and assigns of the parties hereto, subject to the provisions of Section 10 herein.

25. Entire Agreement

This Agreement with attachments constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 16th day of March, 2007.

CONTRACTOR NAME

By David H. Smith
David H. Smith, Owner

CITY OF DUNSMUIR

By Patricia Heil
City Administrator

ATTEST:

By Kathryn M. Wilson
City Clerk

CITY COUNCIL AGENDA ITEM CITY MANAGER STAFF REPORT

Item No: 9.D.
Date: May 16, 2019
Subject: Authorize Fire Chief to proceed with work part of goals and objectives of Community Facilities Direct Loan and Grant program upon receipt of funds or authorization to proceed and be reimbursed

Attached to this report is list of desired accomplishments if grant/loan is received. As more details of this grant/loan program are obtained they will be provided.

RECOMMENDATION: Move to authorize Fire Chief to proceed with work part of goals and objectives of Community Facilities Direct Loan and Grant program upon receipt of funds or authorization to proceed and be reimbursed.

From: Dan Padilla <dpadilla@ci.dunsmuir.ca.us>

Sent: Friday, May 3, 2019 11:23

To: Blake Michaelsen

Subject: Re: Community Facilities Direct Loan & Grant

Blake,

Per our conversation about what I would like to see accomplished with this grant/loan:

1. Removal of the asbestos
2. New heating & air conditioning for the entire building
3. Upgrade all lighting to LED for the entire building
4. Upgrade all windows to energy efficient glass and frames, upgrade all exterior doors to energy efficient doors
5. Insulate all ceilings with energy efficient insulation
6. Repair/Replace sagging engine bay concrete flooring
7. Install an air scrubbing system to capture diesel particulates from diesel engines in the engine bays.
8. Install professional sound system with cameras and upgrade wiring that will not be a trip hazard on the floor of the council chambers
9. Explore installing solar panels on the roof of the building to reduce commercial electrical usage
10. Remodel 2nd floor to accommodate a Fire Chiefs office, dorm rooms to allow firefighter sleeping quarters, bathrooms with showers.
11. Remodel Kitchen area of the Fire station.

Thank you,

Daniel A Padilla, Chief

Dunsmuir Fire Department

5915 Dunsmuir Ave

Dunsmuir, Ca 96025

(530)925-0106 cell