

**AGENDA FOR THE REGULAR MEETING
DUNSMUIR CITY COUNCIL
December 7th , 2023**

CLOSED SESSION: 5:45 pm

REGULAR SESSION: 6:00 pm

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. PUBLIC COMMENT ON CLOSED SESSION ITEM**
- 4. ADJOURN TO CLOSED SESSION**

Closed Session Conference with Legal Counsel –Existing Litigation (Gov.Code 54956.9)

Name of case: SHOEMAKER v CITY of DUNSMUIR

(Siskiyou Co. Superior Court No. 23CV11088)

- 5. REPORT BACK FROM CLOSED SESSION**
- 6. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

A. Recognition of Dale Faulkner of Dunsmuir Recreation & Parks District

B. Union Pacific Railyard Oil Spill Response Clean-up Update

- 7. 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.

- 8. COUNCIL AND STAFF COMMENTS**
- 9. COMMITTEE REPORTS**
- 10. APPROVAL OF MINUTES** – of November 16th, 2023
- 11. CONSENT AGENDA:**

A. Check Register: 11/10-12/1/2023

B. Approval of 2024 Schedule of Dunsmuir City Council Meetings

C. Approval of Temporary Street Closure December 9th – Candles in the Canyon/Xmas Tree Lighting

D. Local Transportation Fund Claim Form to Obtain and Receive Funds

12. PUBLIC HEARING: NONE

13. OLD BUSINESS

A. Hope/Apple/Branstetter Street Pavement Overlay Bid Acceptance

14. NEW BUSINESS

A. Public Works Building Lease for Winter

B. Selection of Financial Management Software

C. Discussion on Pre-Agenda Meeting Schedule for 2024

D. Council Reorganization – Selection of Mayor and Vice Mayor for 2024.

E. Committee Appointments for 2024

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.

- Fireworks Ordinance
- Historic Commission Reformation and/or Review
- Cannabis Ordinance
- Land Acknowledgement
- Special Event Ordinance
- Sheriff's Contract Extension
- Dogwood Tree Removal
- Park & Rec Joint Meeting
- Discuss funding of Housing Element Update
- Snow Removal Policy & Parking Ordinance
- RFP for Planning
- Public Works Building Bid Documents

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
November 16th , 2023**

1. CALL TO ORDER AND FLAG SALUTE:

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

2. ROLL CALL:

Council members present: Clarno, Keisler, Deutsch, Lucchesi

Absent: Bryan

City staff present: City Manager Rief, Deputy City Clerk Perkins

3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

A. Ron McCloud, Town Historian Presents a Historical Tidbit

Provides info on the fires of yesteryear and 1903 fire started in Shasta hotel.

B. Mia Lewis presents data gathered and studies she is doing regarding transit solutions for the area in conjunction with studies at UCLA.

4. PUBLIC COMMENT Open at 6:28 p.m.

Allison Leshefsky – Is disappointed in Kosmont presentation that was given at a prior downtown revitalization meeting.

Peter Arth – Should be deeply honored by the presence of Ron McCloud. Wants to thank everyone in the room for Veterans Day.

5. COUNCIL AND STAFF COMMENTS -

Rief – Tuesday opened bids for pavement overlay project. Tank project began sandblasting. Public workshop has preliminary sketch. Hope to have package to council 9/7. Streetsweeper is out and tree maintenance is going on.

Sgt. Ortiz – Goes over the department statistics and patrol hours completed. All in all it was a pretty mellow October. Department was able to send down their honor guard to honor veterans. Cemetery was cleaned up.

Clarno – Wanted to thank everyone that put on Veteran’s Day Ceremony and Happy Thanksgiving

Deutsch – Thanks Mr. Arth to work with Steven Bryan to honor Veterans

Keisler – Agrees with the above comments. Apologizes that he could not attend the ceremonies. Put out flags for weekend. Brand new and waterproof.

Lucchesi – Congrats to SAM with their art opening

6. COMMITTEE REPORTS

Finance Committee met – discussed preliminary audit.

Discussed current year revenue and expenditure report and discussed bank transition.
Discussed how transition will actually happen .

7. APPROVAL OF MINUTES

Motion by Keisler, 2nd by Clarno to approve minutes of November 2nd, 2023

Voice Vote:

AYES: Clarno, Keisler, Deutsch, Lucchesi

NOES: None

ABSENT: Bryan

ABSTAIN: None

8. CONSENT AGENDA

A. Check Register: 10/28-11/9/23

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

AYES: Clarno, Keisler, Deutsch, Lucchesi

NOES: None

ABSENT: Bryan

ABSTAIN: None

9. PUBLIC HEARINGS: NONE

10. OLD BUSINESS:

A. Consideration of Adoption of 2023-2031 Draft Housing Element Update – Resolution 2023-14

Vanessa Blodgett gives her updates regarding the housing element.

Summarize what they heard from the last meeting as far as council feedback and comments, suggestions.

Council had concerns with: STR 2nd homes, Minimum densities, Diversity, Homeless programming, veterans housing, cost burdened individuals, and lack of community outreach.

Key takeaways:

- ✓ Additional outreach is needed.
- ✓ Highlight identified housing needs and proposed programs
- ✓ Increase opportunities to provide input.
- ✓ The Planning Commission had a meeting addressing short term rental review of the ordinance and regulations.

Discussion and questions from council.

Concern of lack of certain elements that they feel should be included within the housing element.

Deutsch is concerned about timing and where we are in the whole process.

Draft Element is out for public review. It's been available since September.

Public comment open at: 7:16 p.m.

Allison Leshefsky – Comments on needs for affordable housing and homeownership. Directing citizens to homeownership programs.

Arth – Likes the idea of aspirational goals for the community, including inclusionary housing. Hopes that by January 2024 the city will create a veterans housing committee. Convert vacant and distressed building into veterans housing. Can have members of planning commission and city council as well as other community members.

Bailey - Almost ALL of goals SOUND good. Planning Department, planner, and the city manager are to be the ones that develop these plans. Is concerned about the amount of effort involved by staff to execute the draft housing element. Is concerned it may stretch city resources. Is concerned it may not be attainable. The documents developed are designed to turn into the state to meet needs to obtain funding for housing development.

Public comment closed at 7:24 p.m.

Further discussion.

City Council Chooses Option 2 presented on the agenda

Motion by Deutsch 2ND by Keisler to authorize staff to submit the draft 2023-2031 Housing Element Update to HCD and provide staff direction regarding additional public outreach and revision to be conducted during HCD’s 90-day review

Roll Call Vote:

AYES: Clarno, Keisler, Deutsch, Lucchesi

NOES: None

ABSENT: Bryan

ABSTAIN: None

B. Grant Agreement for UV Treatment of Drinking Water Project – Resolution 2023-15 to Receive \$2MM Grant Funding

City Manager Rief introduces the item. Applied for grant funding and received grant for 2.5 million to address these needs. Discussion and council questions.

Public comment open at 7:38 p.m. none

Motion by Keisler 2nd Deutsch by to adopt Resolution 2023-15 for the Proposition 50 Program for Ozone Disinfection of the Water Treatment plant via UV disinfection project accepting the grant adopting a budget and authorizing signer.

Roll Call Vote:

AYES: Clarno, Keisler, Deutsch, Lucchesi

NOES: None

ABSENT: Bryan

ABSTAIN: None

11. NEW BUSINESS:

A. Accept the Resignation of Rico Tinsman and Authorize City Manager to Move Forward with Engaging an Interim Planning Service.

City Manager informs council Contract Planner Tinsman has resigned. Asking for ability to go out and engage in Interim planning services.

Public comment open at 7:55 None.

Motion by Lucchesi 2nd by Keisler to accept Rico Tinsmans resignation.

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

Housekeeping notes:

Staff asking to cancel December 21st meeting of City Council.

Also requesting adjust the first meeting in January from January 4th to the 2nd Thursday of the year to January 11th. We're still on for December 7th meeting.

12. FUTURE AGENDA ITEMS

- Fireworks Ordinance
- Historic Commission Reformation and/or Review
- Cannabis Ordinance
- Land Acknowledgement
- Special Event Ordinance
- Sheriff's Contract Extension
- Dogwood Tree Removal
- Park & Rec Joint Meeting
- Discuss funding of Housing Element Update
- Snow Removal Policy – Continue to Review

ADJOURNMENT by consensus @ 7:43 p.m.

Mayor Lucchesi

ATTEST:

Deputy City Clerk Perkins

Check Register Report

Date: 12/01/2023

Time: 11:24 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								
58360	11/17/2023	Printed			10640	ALLEN, MARK	CACEO conference 2023	407.97
58361	11/17/2023	Printed			2800	BAXTER AUTO PARTS, INC.	brake pads, and rotors	360.22
58362	11/17/2023	Printed			5325	REBECCA CATLETT	City Cleaning Nov23	132.00
58363	11/17/2023	Printed			10148	DIVERSIFIED ELECTRIC, INC.	Contact chamber flow sensor	2,924.51
58364	11/17/2023	Printed			9303	FASTENAL COMPANY	angl soft 2 ply TP	86.16
58365	11/17/2023	Printed			31212	MANFREDI'S DEPOT	Fire Dept. Fuel Oct 2023	1,940.55
58366	11/17/2023	Printed			10887	MSW CONSULTANTS	Solid waste rate study	1,220.00
58367	11/17/2023	Printed			47520	NAPA	35 Ton Service Jack	294.55
58368	11/17/2023	Printed			10753	PACE ANALYTICAL SERVICES, LLC	ww biweekly Ind	472.25
58369	11/17/2023	Printed			39005	PACE ENGINEERING, INC.	WWTP improvement proj204.75	77,209.93
58370	11/17/2023	Printed			39015	PACIFIC POWER	mott airport lights	21.55
58371	11/17/2023	Printed			39015	PACIFIC POWER	Street lights 63601721-015 5	1,732.82
58372	11/17/2023	Printed			10677	SHASTA VALLEY PEST CONTROL	Nov Pest control at City	200.00
58373	11/17/2023	Printed			44605	SISKIYOU CO. TAX COLLECTOR	Library Property tax	63.00
58374	11/17/2023	Printed			47659	SISKIYOU COUNTY EDC	MOU Nov 2023	500.00
58375	11/17/2023	Printed			47631	SISKIYOU FIRE EQUIPMENT	annual fire extinguisher serv.	25.70
58376	11/17/2023	Printed			47669	SISKIYOU OPPORTUNITY CENTER	blue bag program Oct 2023	594.60
58377	11/17/2023	Printed			57228	SOLANO'S CONTRACTOR	plywood, roofing seinna blend	2,560.70
58378	11/17/2023	Printed			60005	YREKA TRANSFER COMPANY	Nov 9th drop box 4841 Duns ave	1,118.80
58379	12/01/2023	Printed			9885	ANTHONY CATLETT	Winter Change over Truck404	460.21
58380	12/01/2023	Printed			2800	BAXTER AUTO PARTS, INC.	Paintable undercoat	88.48
58381	12/01/2023	Printed			9437	BLUE STAR GAS	Fire House Tank 5902Duns	832.98
58382	12/01/2023	Printed			9437	BLUE STAR GAS	library tank Fuel Nov2023	978.79
58383	12/01/2023	Printed			10760	CALIFORNIA DEPARTMENT OF	water rights acct094-002508	454.37
58384	12/01/2023	Printed			5325	REBECCA CATLETT	City cleaning Nov2023	132.00
58385	12/01/2023	Printed			6325	CLEMENS WASTE REMOVAL	Clemens MOU November2023	29,315.87
58386	12/01/2023	Printed			10562	COOK CONCRETE PRODUCTS, INC	concrete box lid for wwtp	150.15
58387	12/01/2023	Printed			10866	DEAN LAW FIRM, INC	CTYDU-02 City V. Lanier	2,963.75
58388	12/01/2023	Printed			10211	DEPARTMENT OF JUSTICE	DOJ fingerprint check	49.00
58389	12/01/2023	Printed			48731	DEPARTMENT OF TRANSPORTATION	signals and lighting Jul-Sep23	315.17
58390	12/01/2023	Printed			10385	DIGNITY HEALTH	F.D Physical Estlick	1,494.00
58391	12/01/2023	Printed			10148	DIVERSIFIED ELECTRIC, INC.	water treatment VFDs	15,012.00
58392	12/01/2023	Printed			9850	DUNSMUIR TRUE VALUE	Oct 2023 Hardware and supply	277.12
58393	12/01/2023	Printed			13004	FAILSAFE TESTING LLC	annual inspection of t-820	1,100.00
58394	12/01/2023	Printed			9303	FASTENAL COMPANY	caution tape, RTD drink	359.47
58395	12/01/2023	Printed			5219	FERGUSON ENTERPRISES INC,1423	8 flg coup adpt 8"meter	1,787.58
58396	12/01/2023	Printed			10743	GARLAND TECH, INC.	July 2023 IT services	9,420.00
58397	12/01/2023	Printed			17013	GOLD NUGGET PRINTING CO.	Door Hangers for CSL, Snow	309.89
58398	12/01/2023	Printed			17310	GREAT NORTHERN CORP.	20-CDBG-CV2-3-00050	5,584.75
58399	12/01/2023	Printed			10657	GRIMM, GREG	grade 3 ww operator	3,780.00
58400	12/01/2023	Printed			10328	HD SUPPLY FACILITIES	fido baggies pet waste bag	344.76
58401	12/01/2023	Printed			7260	L.N. CURTIS AND SONS, INC	co sensor and solenoid repair	2,318.02
58402	12/01/2023	Printed			33130	MT SHASTA CITY	fingerprint roll Alex Palmer	50.00
58403	12/01/2023	Printed			10753	PACE ANALYTICAL SERVICES, LLC	ww weekly Ind 23K0292	1,072.20
58404	12/01/2023	Printed			39015	PACIFIC POWER	willow st overpass light	10.86
58405	12/01/2023	Printed			10835	PLANWEST PARTNERS INC	Housing element Sept-Nov2023	22,718.10
58406	12/01/2023	Printed			10525	QUILL CORPORATION	wht copy paper	78.61
58407	12/01/2023	Printed			10616	RENTAL GUYS	20' office rental	608.23
58408	12/01/2023	Printed			45110	MARIO J. RUBINO	Nov 2023 treasurer	50.00
58409	12/01/2023	Printed			9918	SISKIYOU MEDIA COUNCIL	Meeting recordings Oct 2023	1,000.00
58410	12/01/2023	Printed			48725	SWRCB	OP#41796 Della Bona Grade 1	55.00
58411	12/01/2023	Printed			10613	TINSMAN, RICHARD	November 2023 Planning	11,566.25

2024
CITY OF DUNSMUIR COUNCIL MEETINGS

DATE	DAY	TIME
January 4, 2024	Thursday	6:00 pm
<i>January 11, 2024 (special)</i>	Thursday	6:00 pm
January 18th, 2024	Thursday	6:00 pm
February 1, 2024	Thursday	6:00 pm
February 15, 2024	Thursday	6:00 pm
March 7, 2024	Thursday	6:00 pm
March 21, 2024	Thursday	6:00 pm
April 4, 2024	Thursday	6:00 pm
April 18, 2024	Thursday	6:00 pm
May 2, 2024	Thursday	6:00 pm
May 16, 2024	Thursday	6:00 pm
June 6, 2024	Thursday	6:00 pm
June 20, 2024	Thursday	6:00 pm
July 4, 2024	Thursday	6:00 pm
July 18, 2024	Thursday	6:00 pm
August 1, 2024	Thursday	6:00 pm
August 15, 2024	Thursday	6:00 pm
September 5, 2024	Thursday	6:00 pm
September 19, 2024	Thursday	6:00 pm
October 3, 2024	Thursday	6:00 pm
October 17, 2024	Thursday	6:00 pm
November 7, 2024	Thursday	6:00 pm
November 21, 2024	Thursday	6:00 pm
December 5, 2024	Thursday	6:00 pm

**APPLICATION FOR ENCROACHMENT PERMIT
CITY OF DUNSMUIR
5915 DUNSMUIR AVENUE
DUNSMUIR, CALIFORNIA 96025**

THIS IS AN APPLICATION ONLY. NO WORK IS TO BE STARTED UNTIL A PERMIT IS ISSUED

DATE: 11/7/23 (PLEASE PRINT)

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on City right-of-way by performing the following work:

CANDLES IN THE CANYON PARADE
SATURDAY DECEMBER 9, FROM 5:30 -> 7:00
THE CHAMBER'S LIBELITY POLICY COVERS THIS EVENT

The work must be marked in the field with conspicuous stakes and flags readily visible from the City street. Mark on the stakes to identify the applicant. The site must be identified to obtain a permit.

The work is located at PARADE DUNSMUIR AVE & PINE ST approximately feet
from intersecting street Assessors Parcel No.

Detailed plans must be submitted with this application. Design plans, signed by a licensed engineer, may be required by the Director of Public Works.

The encroachment permit, if issued, is issued in accordance with Section 1460 of the Streets and Highways Code and no warranty is made or implied with regard to the ownership of the underlying fee title to the real property involved. If the described work will encroach onto any property beyond the City right-of-way, the applicant will need to secure written permission from the abutting property owner.

The applicant in signing this application agrees to do the described work in accordance with City adopted construction standards and regulations.

The signature of the applicant on this application will serve to indicate and acknowledge that the applicant has read and does understand the provisions set forth herein, and upon affixing said signature, does agree to conform and comply with these requirements, including the attached General Provisions and specific provisions if added.

THIS IS AN APPLICATION ONLY
No work shall start until a Permit is issued
PLEASE PRINT

<u>CHAMBER REP</u> <u>BRUCE DEUTSCH</u>	_____	Owners Name
Signature of Contractor	<u>BRUCE DEUTSCH</u>	Signature of Owner
Street Address	<u>5915 DUNSMUIR AVE</u>	Street Address
City, State, Zip Code	<u>DUNSMUIR, CA 96025</u>	City, State, Zip Code
Telephone	<u>(530) 235-2177</u>	Telephone
Fax	_____	Fax
Contractor's License No. _____		

SEE ATTACHED MAP.

An aerial photograph of a city block, rotated 90 degrees clockwise. The image shows a grid of streets, buildings, and trees. Three red lines are drawn across the streets to indicate requested closures. One red line is on a street in the upper left quadrant, another is on a street in the upper right quadrant, and the third is on a street in the lower left quadrant. The text 'Requested Street Closures in Red' is overlaid at the bottom of the image.

Requested Street Closures in Red

Siskiyou County Local Transportation Commission
Local Transportation Fund - Transportation Claim

Fiscal Year 2023/2024

(New X Amended _____)

To: Siskiyou County Local Transportation Commission

From: City of Dunsmuir
(Claimant)

This applicant, qualified pursuant to section 99203 of the Public Utilities Code, hereby requests, in accordance with the applicable rules and regulations of the Transportation Development Act as enacted and amended by statute to January 1, 2011, that its claim be approved in the amount of:

\$ 74,445.00

A. Funding Available (Not Claimed)

1.	Funds from prior years			
	a. Estimated funds with County Auditor	7/1/2023	\$	-
	b. Current Estimated Allocations	2023/2024	\$	74,445.00
			\$	<u>74,445.00</u>

B. Total Amount Claimed

1.	By Funding Source			
	a. Estimated funds with County Auditor		\$	-
	b. Current Estimated Allocations	2023/2024	\$	74,445.00
	c. Total Claimed		\$	<u>74,445.00</u>
2.	By Purpose (Chapter 4, Part 11, Division 10 of P.U.C.)			
	a. Public Transit [Art 4, Sec 99260 (a)]		\$	42,737.00
	b. Streets/Roads [Art 8, Sec 99400 (a)]		\$	31,708.00
	c. Other		\$	-
	d. Total Claimed		\$	<u>74,445.00</u>

Siskiyou County Local Transportation Commission
Local Transportation Fund - Transportation Claim

The claimant herewith recognizes that any allocations for streets and roads will be made in accordance with, but not limited to, Section 99401.5, Article 8, Chapter 4, Part 11, Division 10 of the Public Utilities Code. This section stipulates that the Local Transportation Commission must take certain actions with respect to "Unmet Transit Needs" and whether they are "Reasonable to Meet" before any allocation can be made for other Public Transportation services.

When approved, please transmit this claim for payment from the Local Transportation Fund to the following address:

Siskiyou County Local Transportation Commission
1312 Fairlane Road, Suite 2
Yreka, CA 96097

Approval of the claim and payment by the County Auditor is subject to such monies being on hand and available for distribution and to the provisions that such monies will be used in accordance with the rules and regulations of the Transportation Development Act.

Approved:

Local Transportation Commission

City of Dunsmuir

By: _____
Executive Director

By: _____
Chairman / Mayor

Date: _____

Date: _____



STAFF REPORT	
RE: 2023 Pavement Overlay Project Bid Approval	MEETING DATE: December 7, 2023
SUBMITTED BY: Dustin J. Rief, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL: To consider the attached Bid for road work on Branstetter and Hope Lane.

BACKGROUND/DISCUSSION: The City receives periodic funding for road construction through the Local Transportation Commission. The city plans for and applies for this funding every 2 years. The City was allocated \$217,000 for the 2022 and 2023 Cycle. The City completed engineering for repaving of Branstetter, Hope and Apple streets with drainage improvements. The City placed the project out to bid and received 1 bid. The lowest and only bidder was Darren Tayler Construction, Inc. After a review of the bid and associated documentation, Pace Engineering and Staff are recommending approval of the Bid as outlined in the attached letter.

OPTIONS: Approve the Bid Acceptance

Do not approve the Bid Acceptance

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: STP Funding

Comments: This is a planned budget item

SUGGESTED MOTIONS: Motion to Accept the Bid for 2023 Pavement Overlay Project in the amount of \$201,799.80 with construction administration and contingency and a project total of \$217,000.00

Attachments:

- A. Recommendation for award and bid summary



November 29, 2023

204.69

Dustin Rief
City of Dunsmuir
5915 Dunsmuir Avenue
Dunsmuir, CA 96025
citymanager@ci.dunsmuir.ca.us

Members of the Board:

Subject: RECOMMENDATION OF AWARD
2023 Pavement Overlay Project

The bid opening for the subject project was held on November 14, 2023. PACE Engineering, Inc. (PACE) has reviewed the bids received, and enclosed is the Bid Summary.

The low bidder on the project was Darren Taylor Construction, Inc. with a base bid amount of \$138,776.00, additive alternate amounts of \$10,000.00 for Additive Alternate 1, \$70,630.00 for Additive Alternate 2, and \$15,510.00 for Additive Alternate 3. The combined bid of \$234,916.00 is over the funding amount of \$217,000. After discussions with City of Dunsmuir (City) staff, we recommend awarding this project to Darren Taylor Construction, Inc. with a combination of the base bid and a reduced Additive Alternate 2. The City recently repaired approximately 2,350 square feet of Hope Lane, so we are deducting this area from the Additive Alternate 2 bid amount. The new combined bid amount will be \$201,799.80. This will provide a construction contingency of about 2.0% for the project when considering PACE's construction administration budget. PACE has examined the low bidder's proposal and finds it to be correct and acceptable. Therefore, it is recommended that the City award the Contract to Darren Taylor Construction, Inc.

Once PACE is notified that the Contract has been awarded, a Notice of Award will be sent to the Contractor, together with Agreement and Bond forms. Instructions will be included for the Contractor to sign and complete the necessary documents and return them to PACE for review. PACE will then forward them to the City for signature, which will constitute execution of the Contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seth Petrie", is written over a light blue circular stamp.

Seth Petrie
Principal Engineer

Enclosure

M:\Jobs\0204\0204.69 2022 Pavement Overlay Project\15 Bidding-Award\Recommendation of Award - Ltr.docx



PACE ENGINEERING, INC.
 5155 VENTURE PARKWAY
 REDDING, CA 96002
 (530) 244-0202

PAGE: 1 of 1
 BID DATE: 11/14/2023
 JOB NO: 204.69
 BY: R. Turner

Bid Summary				
BASE BID – BRANSTETTER STREET			Darren Taylor Construction, Inc	
Item Description	Qty	Unit	Unit Price	Total Price
Wedge grind	12,600	SF	\$0.41	\$5,166.00
HMA overlay	31,000	SF	\$4.31	\$133,610.00
			Total of Base Bid:	\$138,776.00
ADDITIVE ALTERNATE 1 – STORM DRAIN IMPROVEMENTS				
15-inch HDPE storm drain pipe	40	LF	\$75.00	\$3,000.00
Type 3 catch basin inlet	1	EA	\$3,000.00	\$3,000.00
Curb and gutter	10	LF	\$400.00	\$4,000.00
			Additive Alternate 1 – Storm Drain Improvements Subtotal:	\$10,000.00
ADDITIVE ALTERNATE 2 – HOPE LANE				
Wedge grind	7,700	SF	\$0.50	\$3,850.00
HMA overlay	21,000	SF	\$3.18	\$66,780.00
			Additive Alternate 2 – Hope Lane Subtotal:	\$70,630.00
ADDITIVE ALTERNATE 3 – APPLE STREET				
Wedge grind	2,400	SF	\$0.50	\$1,200.00
HMA overlay	4,500	SF	\$3.18	\$14,310.00
			Additive Alternate 3 – Apple Street Subtotal:	\$15,510.00
			TOTAL OF BASE BID AND ADDITIVE ALTERNATES 1 THROUGH 3:	\$234,916.00



STAFF REPORT	
RE: Building Lease for Public Works Winter Operations	MEETING DATE: December 7, 2023
SUBMITTED BY: Dustin J. Rief, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL: To consider leasing a building for Public Works to conduct Maintenance in during while the new building is being built.

BACKGROUND/DISCUSSION: The City is in the process of replacing it’s Public Works Facility and the City currently does not have a space indoors to accommodate maintenance activities for the winter. Castella Fire has recently placed under escrow a location at 30844 Crag View Drive that can accommodate our temporary needs. Castella Fire District has offered this location for our use for Maintenance and storage during the winter season. The lease cost will be \$1,300 a month.

OPTIONS: Approve the Lease

Do not approve the Lease.

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: Budget Adjustment needed to accommodate weather conditions until May of 2024 estimated cost of \$7,800

SUGGESTED MOTIONS: Motion to approve the lease agreement with Castella Fire District for 30844 Crag View Drive, Dunsmuir, CA 96025 and adjust the budget by \$7,800.

Attachments:

- A. Lease Agreement

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on November 1 2023 is between:

The **Lessor** is the Castella Fire Protection District with a mailing address of PO Box 130, Castella, CA 96017, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a government entity known as CITY OF DUNSMUIR with a mailing address of 5915 Dunsmuir Ave, Dunsmuir, CA 96025 hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 1750 square feet (SF) of garage space located at 30844 Crag View Drive, Dunsmuir, California, 96025.

Shasta County Tax Assessor's Parcel Number of 014-070-012-000

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

Lessor reserves the right to utilize the facility for its purposes from time to time on an as needed basis. Lessor will work with designated Lessee staff coordinate this usage to minimize any impacts to either parties operations.

TERM OF LEASE. The term of this Agreement shall be a month-to-month arrangement (tenancy-at-will) beginning on December __, 2023. The Lease Term of this Agreement shall continue until the Landlord or Tenant(s) furnishes unto the other party at least 30 days' notice, in writing, of the Landlord's or Tenant's(s') intent to terminate this Agreement

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$1,300.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$25.00 in addition to any late fee.

LATE FEE. The Lessor shall not charge a late payment fee if the rent is not paid on time by the Lessee.

EXPENSES. In accordance with a Triple Net (NNN) Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses:

OPERATING EXPENSES. The Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the. The term "Operating Expenses" shall include all costs of operating and maintaining the Premises, and shall include, without limitation, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, snow removal, repairs, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

INSURANCE. The Lessee shall provide and maintain personal liability and property damage insurance. The Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of \$1,000,000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 30 days prior to the closing of the sale.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof without restriction or conflict from the Lessor.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at the Lessee's sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or the Lessee's guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring the Lessee's contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action

would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the Lessor and Lessee fail to resolve the dispute through negotiation then the parties shall be allowed to submit their cases in accordance with the local court system.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way

affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attend to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of California.

NOTICES. Notices shall be addressed to the following:

Lessor: Castella Fire Protection District

P.O. BOX 130, 29372 MAIN ST, CASTELLA, California, 96017-0130

Lessee: City of Dunsmuir

5915 DUNSMUIR AVE, DUNSMUIR, California, 96025

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature _____ Date _____

Martin Hines, Head Commissioner

Castella Fire Protection District

LESSEE SIGNATURE

Signature _____ Date _____

City Of Dunsmuir



STAFF REPORT	
RE: Discussion and Possible Selection of Financial Management Software	MEETING DATE: 12/7/2023
SUBMITTED BY: Blake Michaelsen, Finance Director	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

Discuss and select a financial management software

BACKGROUND/DISCUSSION:

City currently uses “FundBalance” from Tyler Technologies. Representatives have informed staff that it is nearing end of life. In addition to the software end of life, staff desires a cloud hosted, web-based system. Staff has reached out to 5 companies. 3 have provided pricing. Staff has reviewed each proposal and seen demos.

Breakdown of pricing (current cost is \$8,548)

	Annual	Implementation	total year 1
gWorks	\$ 18,000.00	\$ 20,000.00	\$ 38,000.00
Tyler ERP Pro	\$ 19,277.00	\$ 47,940.00	\$ 67,217.00
Black Mountain	\$ 19,595.00	\$ 18,440.00	\$ 38,035.00

OPTIONS:

Select a financial management software and authorize finance director to enter into an agreement, or provide other direction

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 Fund Sewer Fund Other: Airport Fund

Comments:

SUGGESTED MOTIONS: Motion to select gWorks as the city’s financial management software and authorize finance director to enter into agreement.

Attachments:



Smarter Governments, Stronger Communities, Simpler Solutions

Thank you for considering gWorks for your community. Our product streamlines government operations and makes community management more efficient. Let's explore how gWorks can help you achieve your goals

City of Dunsmuir, CA





gWorks to the Rescue

Our Core package simplifies your front and back office functions into one easy-to-use platform, helping you streamline your operations and improve efficiency.

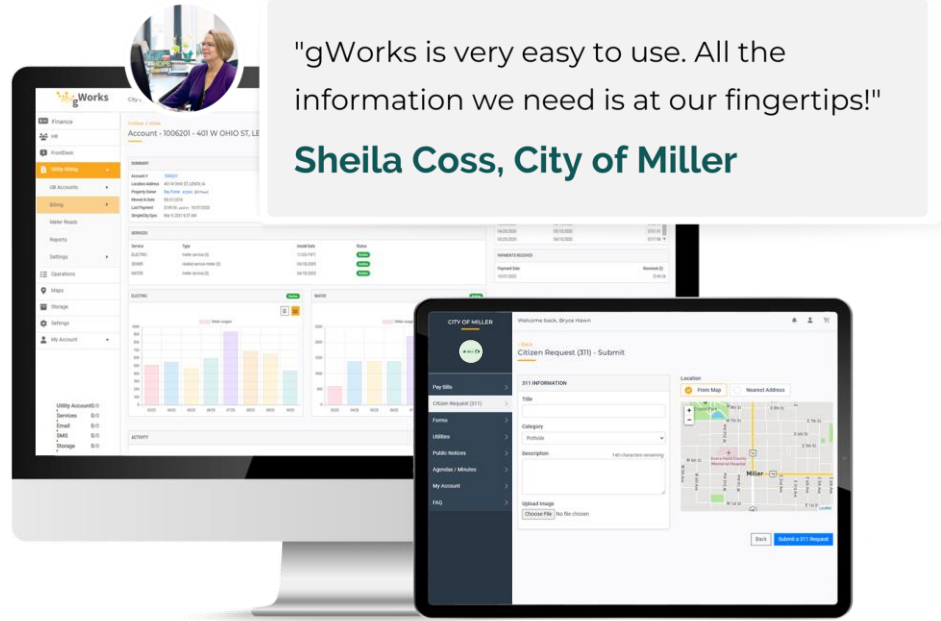
✓ Finance & Budgeting

✓ HR & Payroll

✓ Online Payments

✓ Utility Billing

✓ Citizen Engagement

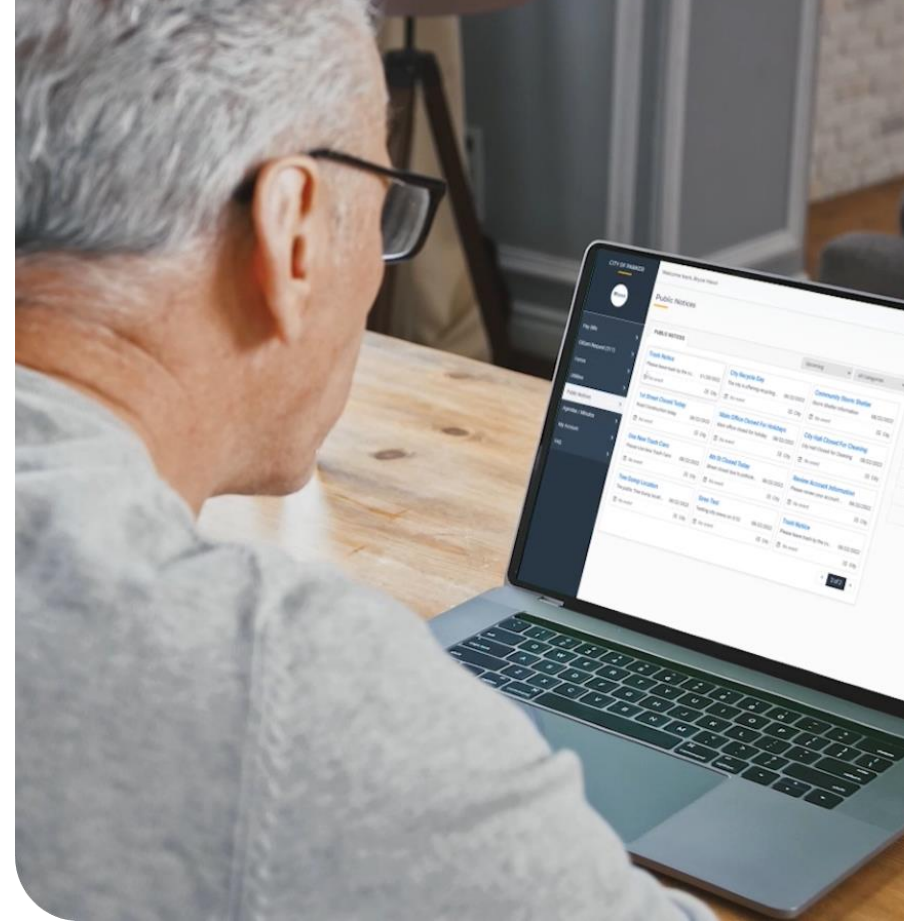


"gWorks is very easy to use. All the information we need is at our fingertips!"
Sheila Coss, City of Miller

Citizen Engagement

Provide accessibility and transparency for residents while providing the convenience to pay online

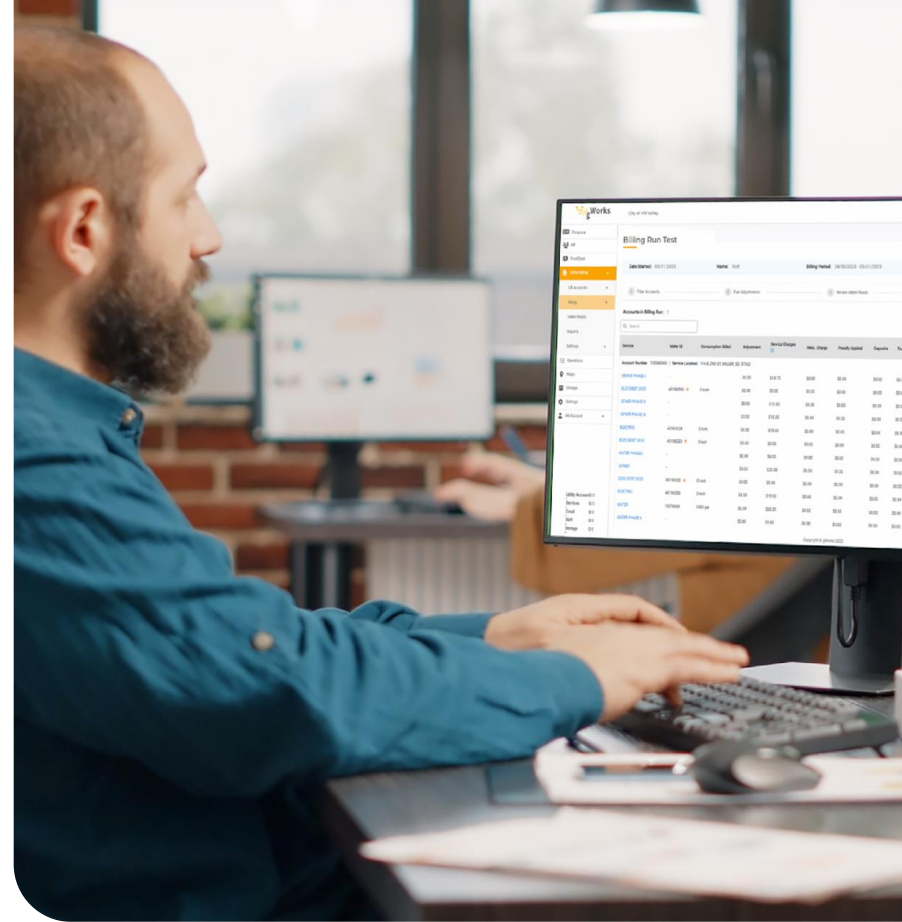
- ✓ Online Payments
- ✓ User Management
- ✓ Notifications
- ✓ Utilities
- ✓ Dashboards
- ✓ Reporting



Utilities Management

Automate the process of billing and collecting payments for all your essential utility services

- ✓ Billing
- ✓ Account Management
- ✓ Meter Management
- ✓ Service Requests
- ✓ Landlord Management
- ✓ Reporting



Finance & Budgeting

Maximize the efficiency of your accounting processes while ensuring accurate reporting and budgeting

- ✓ General Ledger
- ✓ Accounts Payable
- ✓ Bank Reconciliation
- ✓ Accounts Receivable
- ✓ Budgeting
- ✓ Reporting



HR & Payroll

Simplify your payroll and timekeeping process while ensuring employees are paid accurately and on time

- ✓ Payroll
- ✓ Time Sheets
- ✓ Leave Management
- ✓ Online Time Clock
- ✓ Secure ACH Deposit
- ✓ Reporting



ERP PRO

General Ledger



Automate routine processes and tailor the system to meet your unique needs.



Automatic balancing tools and a full audit trail helps improve usability and maintain accuracy.



This application integrates with Tyler's comprehensive ERP Pro product suite.

Tyler's ERP Pro General Ledger is the heart of the financial application suite, providing comprehensive flexibility and control of financial transactions. This feature-rich fund accounting application automates routine functions and provides access to the source document for many transactions in the general ledger. Users can instantly review and report on relevant financial information. Automatic balancing tools maintain accurate data without excessive data entry while ensuring compliance with standard accounting procedures.

INFORMATION AND REPORTS

- Exports report results to other data formats including Adobe® PDF, Microsoft® Excel® and Word, and Text.
- Produces predefined reports including General Ledger Detail Report, Chart of Accounts, Transaction Report, Budget Report, Budget Comparison Report, and Cash Analysis Report.
- Generates financial statements tailored to the client's preferences (balance sheet, income statement, and statement of cash flows). Financial statements may be produced in pivoted and comparison formats.
- Gives users the option to create their own unique financial statements using the integrated Financial Statement Designer.
- Groups accounts together for quick selection when generating reports.
- Schedules reports to be delivered to users at a specific date/time.
- Maintains a complete audit trail for journal entry reversal and reposting.
- Delivers powerful financial management tools at the individual account level with convenient access to comprehensive information such as account status, detail transactions, and balance tracking for actual, budget, and encumbrance activity.
- Streamlines account budget visibility. Displays a budget analysis graph for each budgeted line item to compare encumbered and actual dollars against budgeted dollars for the fiscal year. Budget may be viewed in period and fiscal breakdowns.
- Gives users search grids with printing and exporting capabilities, including a detailed transaction history grid and budget summary grid.

...continued on back

TRANSACTION EFFICIENCY

- Calculates and tracks allocations such as interest allocation without the need for a separate spreadsheet, and supports multiple allocation methods.
- Configures account structures by each account type (asset, liability, capital, revenue, and expenditure) for optimal effectiveness.
- Allows accounts to be included in multiple chart of accounts.
- Provides multiple time-saving features for journal entry processing with allocation templates, automatic reversals, default post dates, text file imports, document attachment, and reposting capabilities.
- Automatically creates all inter-fund balancing entries when posting transactions across multiple funds.
- Supports concurrently open fiscal years to accommodate the entity's audit schedule. Periods within open fiscal years may be closed as needed.
- Automates the fiscal year-end closing process. Journal entries may be posted to a closed fiscal year as needed for adherence with audit adjustments.
- Provides tools to easily extract financial information into an existing Microsoft Excel spreadsheet.

USER-FRIENDLY

- Complete audit functions include footprints for all transactions and audit logs for tracking changes to data.
- Comprehensive accounting security controls user access at the account and budget level.
- General Ledger accounts offer secured add/edit functionality from anywhere in the system.
- Notes feature for accounts captures pertinent information.
- Document attachment feature provided at the account level.
- Time-saving mass add account feature quickly creates new accounts based on existing accounts.

Utilities Pro

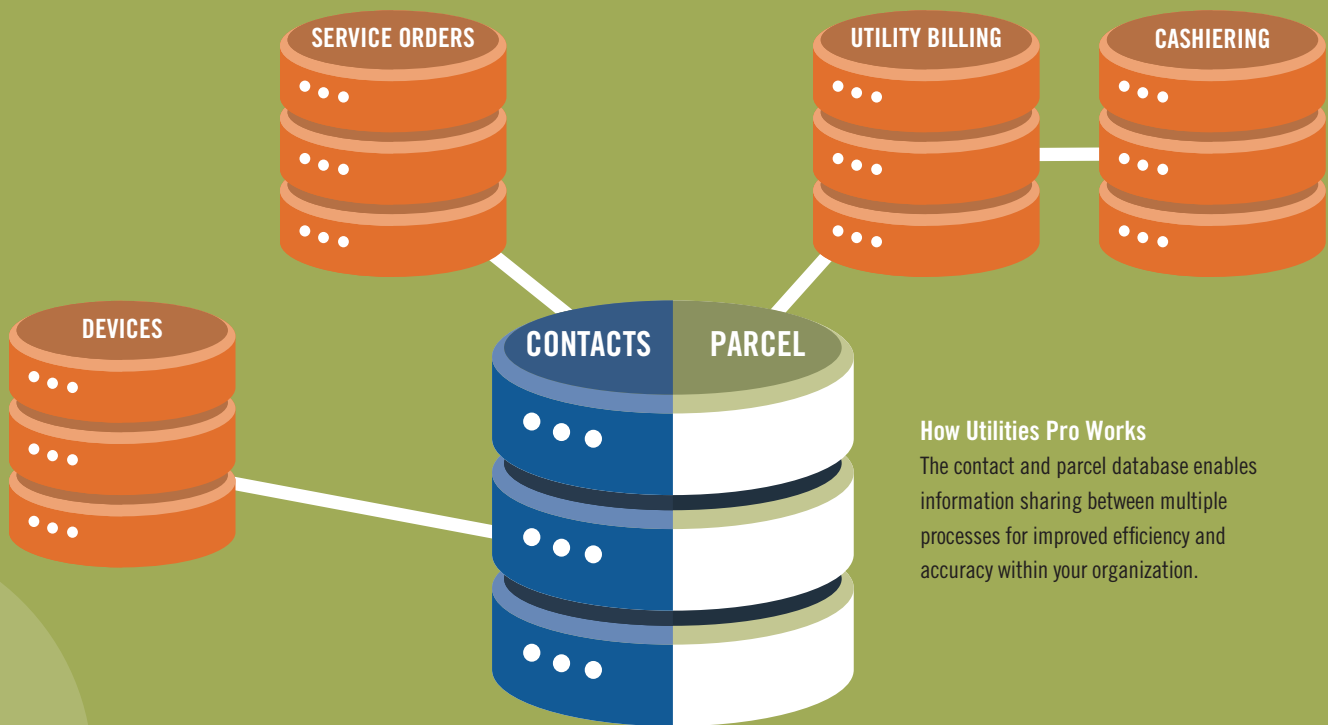
IMPROVE UTILITY BILLING AND ENHANCE CUSTOMER SERVICE



Drive Efficiency, Streamline Workflow, and Improve Customer Service

Tyler's Utilities Pro is a comprehensive billing and account management solution designed to manage every aspect of your utility services with an emphasis on powerful functionality, access to data, and ease of use. Built on a scalable and flexible platform, Utilities Pro delivers a diverse set of tools to drive efficiency, define workflow through customized processes, and access critical business information when you need it.

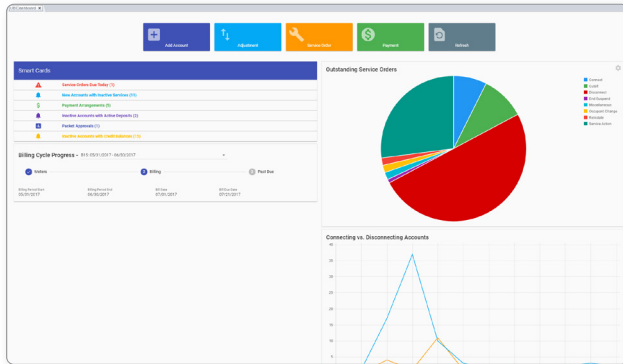
The foundation of Utilities Pro is a powerful contact and parcel database. With centralized data entry that eliminates data duplication and reduces human error, customer information is stored in one location for easy access and editing. Whether you offer your citizens electricity, gas, and water-metered services or non-metered services, Utilities Pro transforms the complex procedures associated with billing, scheduling, and reporting utilities into simple, automated tasks. And with complete integration with a variety of other ERP Pro software applications like General Ledger, Content Manager, and Cashiering, your organization's efficiencies are multiplied.



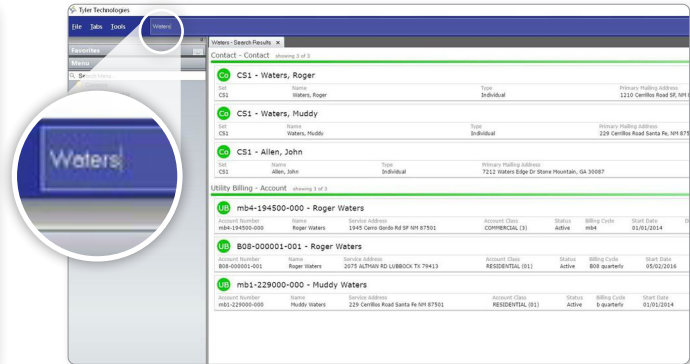
Powerful Technology Increases Productivity

Utilities Pro uses the most up-to-date and proven technology platform to ensure optimum performance today and into the future. With unprecedented flexibility, customization, and scalability to meet your changing needs, you've never had so much power in your utility system — and it's never been easier.

Intuitive enough for basic users and strong enough to keep up with your power users, your staff will be able to do their jobs faster and help more citizens in less time.



Role-Based Dashboard



Global Search

A Customized Experience

We understand every utility organization is unique in their approach to workflow and staff responsibilities. Utilities Pro offers a customized experience to meet your unique needs through client-defined codes, fields, and processes, while also allowing management to assign program, data, and functionality permissions based on specific job functions and roles within your organization. Through role-based workspaces and security, you'll increase staff productivity and keep the focus on the information relevant to each job — whether you're a billing clerk, service manager, or utility director.

Workspaces can include data processing shortcuts and custom widgets like upcoming service orders, delinquent notifications, revenue statistics, key performance indicators, and more. In addition, online dashboards are also available to allow non-software users, such as elected officials, to access certain information, reports, and decision-making data.

Information at Your Fingertips With Dynamic Search Functionality

Utilities Pro provides quick, on-demand access to key information with an easy-to-use global search.

- Search data throughout the entire ERP Pro platform and other Tyler products.
- Search directly for customers, parcels, meters, accounts, and services.
- Filter, sort, select, and export data easily using search result grids.
- Save and share your most common search queries and results.

Integrated Reporting and Content Management

Utilities Pro is equipped with a variety of reporting options designed to minimize steps and provide you with quick access to the data you need — in a format you can use to make important business decisions.

- Access data through dynamic links that drill down into the application.
- Create and edit reports on the fly.
- Export reports into more than a dozen formats including Adobe® PDF, Microsoft® Word, and Excel.
- Schedule reports to run, print, and deliver automatically to one or many users.
- Share reports effortlessly by placing on workspaces, emailing, or posting online.

Simple Yet Powerful Billing

Next to keeping your customers' services up and running, billing for those services and collecting the revenue your community relies upon is a top priority. The enhanced billing services available through Utilities Pro handle the most complex rate scheduling for single or multi-unit residential or commercial applications including:

- Support for water, sewer, electric, gas, solid waste billing, and more
- Flexible rate engine to calculate complex and simple rates without the need for customization
- Billing based on consumption, flat rate, assessment, installation agreements, and miscellaneous charges
- Imported meter reading data from any third-party system through configurable integration
- Streamlined bill and notification distribution and management
- Flexible bill generation options including email bills and online presentment

Auto-billing processing ensures each account is billing and delinquent notifications are provided in a timely manner with little operator intervention.

Centralized Revenue Collection and Cashiering

Utilities Pro includes an easy-to-use, centralized cashiering product that accepts multiple payment types and offers reporting, auditing, and payment entry

capabilities including barcode-enabled bills that streamline data capture for your billing clerks. This powerful tool enables automatic, real-time inquiries; on-demand management reports; and detailed tracking of cash collections for maximum transaction efficiency. PCI-DSS certification gives you peace of mind while allowing credit card processing over the phone, in person, or on a recurring basis, while built-in cash drawer reconciliation, batch reporting, and end-of-day processing reduces errors and makes managing collections easier.

tyler technologies

Account Number: 710-0099-003 AMOUNT DUE: \$158.96
 Due Date: 7/1/2017 After Due Date Pay: \$176.50
 Service Address: 3055 ALISSA AVE
 CITY OF TYLER TECH UTILITIES DEPARTMENT
 5519 BROAD ST STE 1234 LUBBOCK, TX 79414
 71006490030000000155500000001555000

SPENCER PURTER
 3055 ALISSA AVE
 LUBBOCK, TEXAS 79414
 916-444-4444

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name	Service Address	Account Number
SPENCER PURTER	3055 ALISSA AVE	710-0099-003

Status	From	To	# Days	Bill Date	Penalty Date	Due Date
Active	5/10/2017	6/10/2017	31	6/15/2017	7/5/2017	7/1/2017

ELEC MTR

Current Reading	Previous Reading	Usage
36,855	35,295	850

WATER MTR

Current Reading	Previous Reading	Usage
6,044	4,605	410
3,992	3,984	750

GAS MTR

Current Reading	Previous Reading	Usage
14,000	12,000	2,000

PREVIOUS BALANCE \$173.84
PAYMENTS (\$173.84)
ADJUSTMENTS \$0.00
PENALTIES \$0.00
PAST DUE AMOUNT \$0.00

CURRENT BILL \$158.96
AMOUNT DUE \$158.96
AMOUNT DUE AFTER 7/1/2017 \$176.50

THIS IS THE BILL COMMENT FIELD SETUP FROM MODULE CONTROL.

Sample Bill

Work Smarter, Faster With Integrated Service Orders

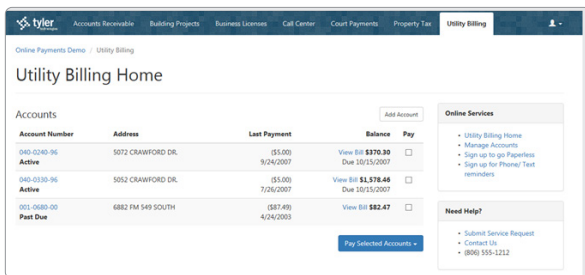


Utilities Pro is designed to help you get work done quickly and efficiently. Scheduling, tracking, and billing for service orders has never been easier with at-a-glance visibility, email alerts, and in-system notifications. Through user-customized workspaces, service clerks can drill into individual accounts and service orders before approving or dispatching service calls to initiate, modify, or discontinue service — all without leaving the Utilities Pro workspace.

Additionally, a mobile service orders application empowers field technicians with the tools they need to do their jobs anytime, anywhere. Its robust functionality allows users to initiate, view, assign, modify, complete, and void service orders from any Apple iOS® device without ever going back to the office. Notes, meter reads, and other critical details are entered directly into the application and updated in Incode in real time, increasing staff efficiency.

- View and pinpoint open service orders on a map using GIS data.
- Assign new service orders, which can be received in the field.
- View relevant contact, service address information, notes, and instructions.
- Search service orders using the map, service address, or service order number.
- Enter meter information, readings, and field notes.

Unparalleled Customer Access



Utility Access

Through a powerful online portal, customers can view transaction and payment histories, bill due dates, deposits on file, current balances, and more. Through secured and non-secured access, you control what information your account holders can see and what actions they can take — request service, pay a bill, or change account information. With Utility Access, your organization can reduce phone inquiries, shorten lobby lines, increase staff efficiency, and empower your customers with 24/7/365 access to their accounts.

Your customers are accustomed to viewing account information and paying their bills online — utilities are no exception. Utilities Pro delivers the functionality your customers demand.

Integrated Modules

ERP Pro

- Accounts Payable
- Bank Reconciliation
- Budgeting
- Building Projects
- Business Licenses
- Employee Access
- Fixed Assets
- General Ledger
- Human Resources
- Interactive Voice Response
- Inventory Control
- Payroll
- Project Accounting
- Property Tax
- Purchasing
- Work Orders

Content Manager Notify

Connect Data and Maximize Efficiency With Integrated Applications

With the broadest range of integrated software applications and services in the market today, Tyler Technologies is uniquely positioned to deliver the tools you need to revolutionize your operations and citizen services.

Utilities Pro is designed to work with the systems your organization uses every day. In one central location, users can — based on permissions — access and edit citizen information. Once a citizen or a parcel record is recorded in the ERP Pro system, it is accessible throughout the software. Additionally, data sharing between departments enables the flow of utility revenue into Financial Management Pro. Seamless integration means processes are smooth and you always have access to the data and functionality you need, when you need it.

Whether you implement Utilities Pro as a stand-alone product or maximize the benefits by using it in multiple departments, you will enjoy simplified workflow, increased access to information, and a more engaged citizenry.

We're With You for the Road Ahead

At Tyler, we believe clients succeed when they have a technology partner they can rely on. As you travel the road from idea and installation to product training and ongoing technical support, Tyler is with you every step of the way with superior services that recognize your unique needs and challenges.

Our public sector experience helps you navigate to the right solution.

It's our job to know and understand the solutions that will make you the most efficient — an understanding that comes from our staff, many of whom held public sector positions prior to joining Tyler. When you're unsure of the right combination of software that can help, we're here to provide you with in-depth product and service knowledge — all backed by industry experience — to drive you to the best decision for your organization.

Get operations off to a good start with proper training.

The right training for your solution equips you to serve citizens on a different level. Learn how your software works using a structured curriculum, including a combination of one-on-one and self-paced instruction, with an extensive library of utility billing-specific help videos built into the software.





For ongoing training and support, Tyler provides interactive resources:



Tyler University

Tyler's continuing education portal is a one-stop shop for your organization's continuing education needs. Get access to specific Utilities Pro courses, Microsoft® software training, and other courses complementary to your daily work 24/7/365 from the convenience of your computer. Tyler U is designed to help improve your skills, reduce new employee training costs, and keep up with the latest technology or procedures.



Tyler Community

We understand that some of the most valuable support and product information can be found in the minds of you — our clients — who use the product every day. Tyler Community is a user-driven online support community designed to foster interaction with more than 30,000 public sector peers to get free advice, discuss best practices, troubleshoot issues, and share ideas for software improvement.



We go the extra mile when it comes to implementation.

It's not just anyone's software implementation experience. It's yours, and we take your trust seriously. Tyler's implementation and conversion experts will do whatever it takes to make sure your project runs smoothly, on time, and on budget while keeping your data accurate and secure.



Ongoing software support for the miles ahead...

Think of our toll-free hotline, email access, and website dedicated to Tyler's client support as "roadside assistance" when there is trouble along the way. Tyler's dedicated Certified Support Professionals can quickly answer questions and get you back on the road to serving customers.



CALL
800.646.2633



EMAIL
info@tylertech.com



VISIT
tylertech.com

About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) provides integrated software and technology services to the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other.

By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 37,000 successful installations across more than 12,000 locations, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

Tyler was named to Government Technology's GovTech 100 list five times and has been recognized three times on Forbes' "Most Innovative Growth Companies" list. More information about Tyler Technologies, an S&P 500 company headquartered in Plano, Texas, can be found at tylertech.com.

info@tylertech.com | tylertech.com



Empowering people who serve the public®

City of Dunsmuir

Elected, Appointed and Assigned

As of May 10th, 2023

ELECTED

City Council

Meets twice monthly, currently on 1st and 3rd Thursdays

Juliana Lucchesi (Mayor)	elected November 2022	term ends November 2026
Bruce Deutsch	elected November 2020	term ends November 2024
Dave Keisler	elected November 2020	term ends November 2024
Matthew Bryan	elected November 2022	term ends November 2026
Michael Clarno (Vice Mayor)	elected November 2022	term ends November 2026

City Treasurer

Mario Rubino	elected November 2020	term ends November 2024
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APPOINTED

Planning Commission

Meets once monthly currently on 2nd Wednesday

Michael Sanchez	appointed April 13, 2022	term ends June 30, 2024
Carol Skalko	appointed October 1, 2018	term ends June 30, 2024
Julia Simon	appointed June 15 th , 2023	term ends June 30, 2024
Craig Kay*	appointed December 1, 2017	term ends June 30, 2024
Michelle Feasby	re-appointed July 2022	term ends June 30, 2026
Chrissy Thomure *	re-appointed July 2022	term ends June 30, 2026
Dwight Bailey	re-appointed July 2022	term ends June 30, 2026

Craig Kay Nominated Chair December 8, 2021 and Historic District Delegate

Carol Skalko Nominated Vice Chair December 8, 2021

Thomure nominated Historic District delegate December 8th, 2021

*Historic District Delegates

Committees:

Finance Committee

Purpose: To provide oversight of city finances and debt management, bond ratings, grants and loans

Councilmembers: Matthew Bryan (1 year term beginning 2023), Michael Clarno (2 year term beginning 2023)

Officials: City Treasurer Mario Rubino

Staff: City Manager, Finance Director

Two Citizen members

Meets: Monday prior to City Council meetings

Solid Waste Committee

Purpose: Develop recommendations for current and future solid waste services to inform the prop 218 process; recommend strategies to address state mandates on organics for composting; and address future solid waste initiatives as needed.

Councilmembers: Keisler, Lucchesi

Three Citizen members: Alex Brendel (appointed 9/2/2021), Daniel one vacancy

Meets Monthly: 2nd Mondays

Ad Hoc Committees

Purpose: To review and report findings and recommendations to City Council and once project is completed the committee will cease

Airport Advisory Ad Hoc Committee:

Purpose: To consider and review all activities of Mott airport including the feasibility of municipal solar farm or public/private partnership of same, new business park.

Bruce Deutsch

Juliana Lucchesi

Mossbrae Falls Trail Ad Hoc Committee:

Purpose: Advise City Council on matters related to Mossbrae Falls trail.

Councilmembers: Lucchesi and Keisler

Term: appointed annually in January

Public Safety AdHoc Committee – To liaison with the Sheriff's Department– in charge of overseeing contract with Sheriff's department and to negotiate a new MOU.

Councilmembers: Lucchesi, Bryan

Meets: Quarterly

Assignments:

Purpose is to represent City and report back findings and recommendations to the City Council.

League of Local Agencies (LOLA)

Purpose: Mayors' select committee makes appointments of Councilmembers to serve on County Boards/Commission representing City interests, LOLA meets in open session to discuss Countywide concerns of cities

Councilmembers: Mayor and/or Vice Mayor

Staff: City Manager

Siskiyou County Solid Waste Joint Powers Authority

Integrated Solid Waste Management Regional Agency (Regional Agency), for a unified effort to reduce the amount of solid waste disposed in permitted disposal facilities.

City Manager and Juliana Lucchesi

Dunsmuir Recreation and Parks District, Board of Directors

Mayor and Council appoint three citizens to serve and represent City and report to City Council

Three City appointments: Ellen McArron, Kate O'Grady, Rami White

Terms expire June 30, 2024

Siskiyou County Local Transportation Commission

Purpose: Development/option of Regional Transportation Plan & Improvement Plan by State law

Membership Three members + One alternate appointed from Board of Supervisors and the League of Local Agencies (cities)

Councilmembers: Deutsch

Meets first Tuesday each month

CDBG Loan Committee

Purpose: To review and approve applications for business and residential loans funded by CDBG and program income

2 Citizen Members: Len Foreman, Marc Rowley

Staff: City Manager and Finance Director

Meets on call in CLOSED executive session

IRWM (Integrated Regional Water Management)

Purpose: To attend Board, TAC, and other meetings of IRWMP and oversee city's participation in concert with other governmental and non-governmental agencies and tribes

Councilmembers: None

Staff: City Manager and/or Finance Director

Meets on call of IRWMP Board and TAC chairperson

Airport Land Use Committee - A county committee dedicated to maintaining land use surrounding Dunsmuir Airport

Councilmember: Lucchesi

Chamber of Commerce Liaison (No charge or purpose statement)

Councilmember: Clarno

Meets second Tuesday of each month