## AGENDA FOR THE SPECIAL JOINT MEETING DUNSMUIR CITY COUNCIL & RECREATION AND PARK BOARD April 25th, 2024

REGULAR SESSION: 6:00 pm

Meeting will be held in the Community Building – 4841 Dunsmuir Ave

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 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. Meetings that take place on dates other than the 1<sup>st</sup> and 3<sup>rd</sup> Thursday will not be televised.

This time is set aside for citizens to address the City Council on matters listed on the Consent Agenda as well as other items **not** included on the Regular Agenda. If your comments concern an item noted on the Regular Agenda, please address the Council when that item is open for public comment. **Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time to another speaker.** Comments should be limited to matters within the jurisdiction of the City. Speaker forms are available from the City Clerk, 5915 Dunsmuir Ave, Dunsmuir, on the City's website, or on the podium. The City Council can only take action on matters that are on the Agenda, but may place matters brought to their attention at this meeting on a future Agenda for consideration. If you have documents to present to members of the City Council, please provide a minimum of seven (7) copies.

- 5. COUNCIL AND STAFF COMMENTS
- 6. COMMITTEE REPORTS
- 7. APPROVAL OF MINUTES of April 18th, 2024
- 8. CONSENT AGENDA: None
- 9. PUBLIC HEARING: NONE
- 10. OLD BUSINESS -
  - A. Continued Discussion with Dunsmuir Recreation and Parks District Board on Service and Lease Agreement(s)
  - 1) Cancellation of Lease
  - 2) Enter into a Management Services Agreement
- 11. NEW BUSINESS
- 12. 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.

#### 13. 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

4/22/24

## CITY OF DUNSMUIR CITY COUNCIL MEETING MINUTES April 18<sup>th</sup>, 2024

#### **CALL TO ORDER AND FLAG SALUTE:**

Meeting was called to order @ 6 pm by Mayor Clarno

#### **ROLL CALL:**

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

Absent: None

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

#### SPECIAL PRESENTATIONS AND ANNOUCEMENTS

#### **PUBLIC COMMENT**

Open at 6:04 p.m.

**Rubino** – Makes some comments regarding public noticing of meetings and downtown revitalization meeting states some statistics on the TOT taxes.

**Arth** - Comments on historic district. Frustrating the hear city attorney that city has all the tools it needs to remedy the poor condition of the buildings in the historic district. Is frustrated with 5137 Dunsmuir Ave condition. Failing facade and paint deterioration.

**Juarez** – Wants to back up with Mr. Rubino and Arth wants to work towards a better Dunsmuir.

**Spagnolo** – why isn't she on the agenda? Is frustrated that there has been no hearing for her issue.

**Leshefsky** is pleased that the city hall is looking good with repaired door.

#### **COUNCIL AND STAFF COMMENTS**

**Ortiz** – 527 hours of service, 143 calls for service, 17 cases, 5 citations, 4 traffic citations, 3 misdemeanors, felony arrest at Manfredi's. 16 disturbing the peace, up from last year. 3 traffic collisions. 2 thefts, arrest at Manfredi's stolen vehicles.

Property owners within the historic district were notified of violations within the last 60 days.

**Caltrans Walsh Meyers** project underway. Library roof completed tomorrow. 30 dogwood trees have been planted. Park maintenance and ball field, preparing for water turn on for fountains. Solid Waste 318 Committee scheduling next week next week, Tuesday. Water leak repaired on Propect Ave. Wastewater treatment update is underway. Joint Park and Recreation meeting is going to next week.

**Keisler** – Rotary Golf tournament coming up. Wants to address how much he paid for his towed truck. Promotes the community backpack program and supporting it with a tee sign at the rotary golf tournament. It's \$50 to help the organization or pitch in to help. RR days 8<sup>th</sup> June, Steampunk 15<sup>th June,</sup>

Pancake Breakfast and Burritos at Community Building, come out to support it.

**Deutsch** – Is thankful for the community garden. Needs a donation of organic soil, Building Dunsmuir's Future has been rescheduled. FFF giving \$2500 Sat May 11<sup>th</sup> 9:30 to 2:30 moving to the elementary school. Culinary arts program of high school will be helping out with the upcoming event. Display will go up inside the Travelers Hotel to spruce it up so that something is displayed to the public, take the older generation and show it to the visitors and locals their history. What values do we want to instill in our community? Want to share and promote the area. Go to "You know You're from Dunsmuir" group and taking old photos and colorizing them. Mark calendar for May 11<sup>th</sup>.

**Bryan** – Responds to some comments regarding being the listing agent of the Travelers Hotel building.

**Decatur** – May 4<sup>th</sup> will be green waste day. 8 a.m. to 1 p.m. The Form is out there to help. Ask that citizens still cut and pile it outside their homes (should they need assistance). If people want to volunteer get in contact with him directly.

#### **COMMITEE REPORTS**

JPA Solid Waste Committee met – Rief is now chair of this committee. We must adhere to Cal Recycle and SB 1383. We're undergoing an RFP process to comply. There is not enough funding for hazardous waste programs at the dump sites. Working on paint to paint recycle containers throughout the county. Used Tire event 17<sup>th</sup> of May from 11 to 2 p.m. Residential only 9 tires. FC met Monday all members in attendance. Discussion on public works building. 2.5 million or above range. Private lease to own options or private funding through CA banks, also a USDA option. Trying to figure out the different financing options. Still discussing rates. What is timing on construction. Soonest we could obtain financing next Spring or this fall. 6 months for construction? Audit has begun.

Discussion on demolishing buildings, within next 3—60 days. Waiting for the power to disconnect. Original cost for demo was 200k want to get it near 50K.

Audit has begun. First look at updated budget, extending out another two years from July 1<sup>st</sup> start date.

#### **APPROVAL OF MINUTES**

Of April 4th

Motion by Keisler 2<sup>nd</sup> by Lucchesi

Voice Vote:

AYES: Lucchesi, Keisler, Deutsch, Bryan, Clarno

NOES: None ABSENT: None ABSTAIN: None

#### **CONSENT AGENDA**

A. Check Register: 3/30-4/12/24

Motion to adopt consent agenda by Keisler, 2<sup>nd</sup> by Lucchesi.

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

NOES: None ABSENT: None ABSTAIN: None

**PUBLIC HEARINGS: NONE** 

#### **OLD BUSINESS:**

#### A. Housing Element Update Resolution 2024-04

Vanessa Blodgett PlanWest Partners

Makes presentation. Gives timeline synopsis of the housing element update process. Goes over all the public meetings which have happened in regard to this item. Draft was authorized to submit to HCD. Public workshops were also held. March HCD issued reviewed letter. Revisions were requested to bring into compliance with state housing law. April revised draft were presented to Planning Commission. Here with you, city council, today. All drafts and revisions of the housing element are available on city's website. Goes over the allotted development projections.

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

Arth – Deutsch and Bryan were absent of the last meeting. Gave talk on leadership. It seems like whatever has gone on as far as housing in Dunsmuir.... It's still nothing that leaders will take active leadership on. Veteran housing isn't going to happen without leadership. Wants housing to be fair for all.

Spagnola – Doesn't understand this project. Is this project going to push people out of their homes because they have vacation homes? Doesn't sound very American. Doesn't understand why folks that have a home vacant for a few months out of the year, why should they be penalized?

Closed at 7: 20 p.m.

Lucchesi – Wants to thank PWP for the additional public outreach. Wants to acknowledge that effort. Likes the direction this is going. I understand it isn't super ambitious. We don't have a large population, so it's a reasonable goal. This is first time council has been super involved with the Housing Element and Active Transportation Plan. We need more resources. Thinks this sets us up for grant funding since this process is required to obtain it. Thanks all that made public comment.

Lucchesi moves Deutsch 2nds that on the basis of the entirely of the record before us, including comments received, the proposed project could not have a significant adverse effect on the environment and is exempt from CEQA pursuant to Sec. 5061(b)(3) of the CEQA Guidelines.

Lucchesi moves Deutsch 2nds that we adopt Resolution 2024-04 for the City Council 2023-2031 Housing Element Update as Amended to Address HCD Comments.

All in favor.

#### B. Kosmont Downtown Revitalization Strategy

Rief introduces the item. Kosmont says they have updated the draft.

There is some discussion about the multifamily rents, \$363 for one unit doesn't happen here. Seems inaccurate.

Mayor Clarno asks some questions about how the document will be used for developers vs. Just a guiding document for the city.

There is a critical needs for private investment. We are at the mark where we can use the document for marketing purposes. Vice Mayor Bryan wants to change a few details. To what extent is this a living document? Can this be changed or updated at will? If we achieve success those need to be circled back into the document.

Public comment open at 7:51 p.m.

Arth – Likes the document. What will you do with it? What does it look like to move forward?

? Form a committee? Let's note progress, every month, quarterly, etc. 5 strategies and action items. Very disappointed in the comments. He understands the size of city and staff. Kosmont can't do it for city, the staff and councilors are elected to do as such.

Juarez – Wants everyone to work collectively.

Public comment closed at 7:54 p.m.

Lucchesi suggests more public input from citizens. Wants to hear more from public.

We have limited resources, if we are going to invest staff time and grant money, we need to make smart choices. We have Kosmont on contract for about 2 more years.

Deutsch suggested comes up with a committee formed to support this.

Mayor Clarno would like to see progress reports of how the plan will be completed.

Motion by Bryan 2<sup>nd</sup> by Keisler to accept the downtown revitalization strategy and approve moving forward with stake holders with a meeting date (now later than July 2024) with amended data points for accuracy with intent of town hall meeting to hear additional action.

All in favor

#### **NEW BUSINESS: None**

### A. Resolution 2024-05 Authorizing Placement of Outstanding Utility Accounts on County Tax Roll

FD Michaelsen introduced the item and staff report.

All accounts are delinquent by 5 years or more

Public comment open at 8:08 p.m. None

Discussion.

Asking about "Swifting"

Motion by Lucchesi 2<sup>nd</sup> by Bryan to authorize placement of outstanding utility accounts on the county tax roll.

Roll Call Vote: AYES: Lucchesi, Keisler, Deutsch, Bryan, Clarno

NOES: None ABSENT: None ABSTAIN: None

Motion by Lucchesi 2<sup>nd</sup> by Bryan

To confirm the Utility Billing accounts delinquent and approve the Resolution to send for county tax roll collection.

#### **FUTURE AGENDA ITEMS**

Adjournment 8:10 p.m.

Fireworks Ordinance
Historic District Reformation and/or Review
Cannabis Ordinance
Land Acknowledgement
Special Event Ordinance
Snow Removal Policy
Public Works Building Bid Documents
Library (County is no longer funding the Library much)
QR codes and Landing Page
Plaque for Dale Faulkner at City Park

	Mayor Clarno
ATTEST:	
Deputy City Clerk Perkins	



### **City of Dunsmuir**

STAFF REPORT				
RE: Parks and Recreation District Lease	MEETING DATE:	April 25, 2024		
SUBMITTED BY: Dustin J. Rief, City Manager				
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☐	Action Item			
WHAT IS BEING ASKED OF THE CITY COUNCIL: To review and discuss Parks a	and Recreation Lease			
<b>BACKGROUND/DISCUSSION:</b> The City has been in a long term lease with the District for the City Park, Ballfield and Community Center. Recently, Staff was maintenance aspects of the park and to work with the District staff on a man prudent to reevaluate the relationship and for the City to break the lease and agreement. Due to the increased involvement and control required to maintagardens and community center to an appropriate level the mechanisms that Staff feels this is no longer the appropriate legal mechanism to manage our remanagement services agreement would be more appropriate.	directed to administed agement solution. Sta denter into a manage ain the city park, ballfi a lease provides for co	er the aff feels it is ment ield, botanical ontrol etc.		
<b>OPTIONS:</b> Break the Lease and provide staff direction.				
Do not break the lease and coordinate maintenance.				
Do not break the lease and direct staff to have District seek options to cover	their own maintenand	ce.		
FISCAL IMPACT:				
☐ None ☐ Yes Budgeted Item? ☐ Yes ☐ No				
Budget Adjustment Needed? $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	ion increase:			
Affected fund(s): General Fund Water OM Fund Sewer OM Fund	l 🔀 Other:			
Comments:				
SUGGESTED MOTIONS: Motion to Break lease effective June 30,2024 and to discussions	o direct staff to enter	into		
Attachments: Dunsmuir Parks and Recreation District Lease				

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#### LEASE

This lease is made and entered into this day of November 1993, by and between the City of Dunsmuir, California, hereinafter referred to as "City", and the Dunsmuir Recreation District, a special district of the State of California hereinafter referred to as "District", with reference to the following:

- A. The City is the owner of certain real property located in section 24, township 39 north, range 4 west, MDM, consisting of and known as:
  - 1. City Ball Park including the area known as the Ball Park parking area extending southerly from the ball park to the northerly boundary of the property acquired by the City of Dunsmuir from the U.S. Forest Service and extending westerly from the westerly boundary of Dunsmuir Avenue to the boundary common to said parking area and former U.S. Forest Service property, and
  - 2. City Park, and
  - 3. Dunsmuir Community Center, the building located south of the City Ball Park consisting of approximately 3,500 square feet.
- B. The City Ball Park, the Ball Park parking area, the City Park, and the Dunsmuir Community Center, all as described in paragraph A above, together with the improvements thereon, are hereinafter referred to collectively as the "premises".
- C. The premises have heretofore been leased by the City to the District pursuant to a lease which expired on November 4, 1993. The parties desire to provide for the continued possession, use, operation and management of the premises by the District, upon the terms and conditions hereinafter stated.
- 1. The City hereby leases the premises to the District for a term of 25 years beginning on the 4th day of November, 1993 and ending on the 3rd day of November, 2018, upon the conditions set forth in this agreement. This lease revokes, supersedes and replaces a lease entered into by the parties on the 4th day of November, 1968, together with the addenda to said lease dated the 7th day of June, 1976.
- 2. The District hereby leases the premises from the City for the term and upon the conditions set forth in this agreement. Annual rental of \$1.00 a year shall be due and payable in advance on the anniversary day of this agreement.

- 3. The District shall use the premises only for maintenance and operation of the City Park, Dunsmuir Community Building, and Ball Park for the benefit of the public and as a community park and recreational facility, in compliance with all applicable local, state and federal laws. The use of the Park shall conform to the Master Plan prepared by the District, a copy of which is attached hereto as Exhibit A and incorporated herein. Any modification or amendment of said plan shall be approved in writing by the City. Any breach of this paragraph shall, at the option of City, constitute grounds for termination of this lease.
- 4. The City shall be responsible and pay for any and all taxes assessed against the real property. The District shall be responsible for any and all sales, amusement, and all other taxes related to the use, possession and operation of the premises.
- 5. The District shall be responsible for all utility services furnished to or used on the premises, including but not limited to water and sewer services for the Dunsmuir Community Center and water service for the Ball Park, and the District agrees to make payments for same, unless otherwise provided herein or by subsequent agreement between the parties. The City agrees, upon request by the District, to consider waiving the charges for water used by the District for irrigation of the City Park.
- 6. The City will maintain and carry all necessary fire and property insurance on the improvements on the premises including the Ball Park grand stand and the Dunsmuir Community Center. In the event that any of the improvements located upon the premises are destroyed, wholly or in part, by fire or other casualty and that there is a corresponding re-payment to the City through insurance, the City reserves the right to utilize such insurance proceeds for replacement of the premises or, in the alternative, to abandon and remove said improvements so damaged or destroyed and to place said proceeds in the general fund of the City for other uses. The City agrees to consult with the District in reviewing how to apply any such insurance proceeds.
- 7. The District shall maintain, for the duration of the lease and any extension or renewal thereof, public liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the possession, occupancy, use, management, operation, or maintenance of the premises by the District, its agents, representatives, employees or contractors. The minimum scope, limits, and other terms and conditions associated with said insurance shall be as provided for in the attached Exhibit B. At the commencement of this lease, the District shall furnish the City with an amendatory endorsement effecting the coverage required by this clause on the forms provided by the City and attached to Exhibit B. The provisions of said Exhibit B are incorporated herein and made a part hereof in full.

- 8. The District shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation cost and fees of litigation) of every nature arising out of or in connection with the District's possession, occupancy, use, management, operation, or maintenance of the premises, or failure to comply with any of its obligation contained in the lease, except such loss or damage which was caused by the sole negligence or willful conduct of the City.
- 9. The District shall have complete management control of the premises subject only to the terms and conditions of this lease.
- 10. Employees of the District shall be the employees of the District only and under its sole direction and control, and shall not be the employees, agents or representatives of the City.
- 11. The District agrees to maintain, clean, and keep the premises, including all grounds and facilities located thereon, in good order, condition and repair, at its sole cost. The District shall make no alterations or improvements of the premises without the prior written consent of the City. The District further agrees to maintain proper supervision of the premises, including said grounds and facilities, in connection with the operation and maintenance thereof. The City grants the District the right, and the District assumes the responsibility, to effect the removal of any trees or brush that are damaged or require removal because of age, disease, or other hazardous condition.
- 12. Any and all installations of building and improvements installed by the District shall revert to the City as its own property at the termination of this lease or any extension hereof.
- 13. This lease agreement contains the entire agreement between the parties hereto concerning the subject matter hereof, and may not be modified or amended except in a subsequent written instrument signed by both parties. This agreement shall benefit and shall be binding upon the parties hereto and their respective successors and assigns.
- 14. The District shall not assign this lease or sublet the premises, nor allow any other person to manage or operate the premises in conjunction with the District's management and operation thereof, nor delegate any authority granted the District hereunder, without the prior written consent of the City.

- 15. The City shall have the right at any time, without interfering with the District's use of the premises, to enter the premises for the purpose of determining the District's compliance with the terms and conditions of this lease; in the case of fire or other emergency; or for any other reasonable cause.
- 16. Should the District default in the performance of any condition or covenant of this lease and, in the event of a curable default, should such default continue for more than thirty (30) days after the giving of notice thereof by the City in the manner hereafter provided, the District's tenancy hereunder shall, at the City's option, immediately terminate, and the District shall remove all personal property located on the premises and deliver possession of the premises to the City forthwith. In any action or proceeding to enforce the terms and conditions of this lease, the District agrees to pay all attorney's fees and court costs incurred by the City in such action or proceeding. The waiver by the City of any breach or default of the District shall not constitute, for any purpose, a waiver of any other breach or default by the District hereunder.
- 17. Any notice required or permitted to be given by either party under the terms of this lease or by law shall be deemed duly delivered when either personally delivered to the party to receive such notice or when deposited in the United States mail, first-class postage prepaid, addressed to the City or the District as appropriate, at the following addresses:

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

District Director
Dunsmuir Recreation District
4845 Dunsmuir Ave
P.O. Box 636
Dunsmuir, CA 96025

Executed as of the date first stated above at the City of Dunsmuir, County of Siskiyou, California.

CITY OF DUNSMUIR, CALIFORNIA

A Municipal Corporation

By Alan N. Harvey,

City Manager

DUNSMUIR RECREATION DISTRICT A Special District of the State of California

By: Mike Redriguz

Title: DISTRICT ADMINISTRATOR

#### EXMIBIT B

#### INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

# Amendment #1 Lease City of Dunsmuir And

#### Dunsmuir Recreation District

This amendment, entered into this 17 day of September 1999, is made to the 25 year Lease dated December 6, 1993 (Lease) by and between the City of Dunsmuir, hereinafter referred to as "City" and the Dunsmuir Recreation District, hereinafter referred to as "District". This amendment shall run concurrent with the Lease and expire on the same date as said Lease (November 3, 2018).

The following sections of said lease are modified to read as follows:

- A. The City is the owner of certain real property located in Section 24, township 39 north, range 4 west, MDM, consisting of and known as:
  - City Ball Park including the area known as the Ball Park parking area extending southerly from the Ball Park to the display Steam Locomotive and West from the Dunsmuir Fountain easterly to Dunsmuir Avenue.
  - 2. The City Park and related paths, gardens, play and parking areas.
  - 3. The Duasmuh Community Center
  - 4. The Storage Garages, consisting of that portion of the garage building located immediately west of 4741 Dunsmuir Avenue and north of the Community Swimming Pool, excepting the westernmost portion of said building which is not included in this lease.
- C. 1. The district hereby leases the premises from the City for the term and upon the conditions set forth in this agreement and subsequent amendments. Annual rental of \$301.00 (\$300 garages, \$1 other facilities), shall be due and payable in advance on the anniversary day of this agreement.

It witness hereof, the City and the District agree to this Agrendment to the Lease:

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# Amendment #2 Lease City of Dunsmuir And Dunsmuir Recreation and Parks District

This amendment, entered into this \_\_7+h day of November 2003, is made to the 25 year Lease dated December 6, 1993 (Lease) by and between the City of Dunsmuir, hereinafter referred to as "City" and the Dunsmuir Recreation and Parks District; hereinafter referred to as "District". This Amendment shall run concurrent with the Lease.

Section C.1. of the lease is modified to read "The City hereby leases the premises to the District for the term ending the 3<sup>rd</sup> day of November 2043."

	******
	In witness hereof, the City and the District agree to this Amendment to the Lease
	To a Cla Linke Diagram, FINACE DIAGRAM
٠.٠	White & Korne CHILL See MAYOR
and the same of	Dunsmuir Recreation and Parks District Aom.
	Diana monis fatricia f. Hall
	Attest Deputy City Clerk

File 524.11

#### **AMENDMENT #3**

This amendment, entered into this \_\_\_Eleventh day of \_\_\_\_\_ 2022, is made to the 25 year lease dated

December 6, 1993 (Lease) by and between the City of Dunsmuir, he Dunsmuir Recreation and Parks District; hereinafter referred to as "concurrent with the Lease.	
Section C.1 of the lease is modified to read "The City hereby District for the term ending 6/30/2048."	y leases the premises to the
Mine leding	BAMUNL
Dunsmuir Recreation District	City of Dunsmuir
Mike Rodriguez, District Director	Blake Michaelsen, Acting City Manager



### **City of Dunsmuir**

	STAFF REPORT		
RE:	Parks and Recreation Management Services Agreement	MEETING DATE: April 25, 2023	
SUBMITTED BY: Dustin J. Rief, City Manager			
PUR	POSE OF REPORT:	Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL: To discuss options to negotiate as a part of a Management Services Agreement with Dunsmuir Park and Recreation District.

**BACKGROUND/DISCUSSION:** The City has been in a long-term lease agreement with the Dunsmuir Parks and Recreation District. Recently, the City has taken on the maintenance of City owned Facilities with current personnel. The City facilities are rentable spaces which is currently being handled by the Parks and Recreation District. For the City to take on this aspect of services it would require additional personnel hours as well as training. Therefore, it is prudent for the City to seek and outside agency to assist in these functions.

Staff has met with District Administrator on multiple occasions to discuss the aspects of how this would look and operate. Staff is looking for direction on the approach towards developing a management agreement to handle aspects of renting the facilities.

Staff is Proposing the following solution.

Divide the rental income to cover the costs of the City and of the District

Staff recommends a minimum of 80% of the rental proceeds to be attributed to the City excluding the high school agreement and botanical gardens agreement (Direct to City).

Staff makes this recommendation to assist in covering the costs of long deferred maintenance of city facilities that has caused them to be run down and, in some aspects unsafe. To set and maintain a higher standard of the city facilities a significant amount of money will be required to update, repair, and refresh our facilities for better usability.

Important aspects of the Operations:

#### Rental Income

**Facility rental management** = Communicate with potential renters, market venues, show/coordinate events, maintain calendar, and coordinate cleaners for facilities.

**Maintenance of Facilities** = painting, cleaning, trash, utilities, storm drainage, roof, furnace maintenance etc. **Seasonal Maintenance** = grass fertilizing, sprinkler maintenance and operations, vegetation management, mow, weed eat and ball field leases

Capital improvements = restroom, grandstand, community center, sprinklers, trail improvements, tennis courts

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#### Goals:

- Maintain a high-quality park system that offers rentals of our available venues available throughout the year for residents and non-residents.
- Increase usage of our Parks as a showcase of our community and Siskiyou County
- Offer a variety or recreational opportunities to our residents to improve the quality of life in Dunsmuir.
- Maintain a healthy forest to ensure long life and sustainability of our natural assets for generations to come.
- Provide a safe and usable parks, trails and public facilities.

#### **OPTIONS: Provide Staff direction**

#### **FISCAL IMPACT:**

There are fiscal impacts that will be presented as part of the City Budget with the change over of operations.

#### Comments:

**SUGGESTED MOTIONS: None** 

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