

**AGENDA FOR THE ADJOURNED REGULAR MEETING OF THE  
DUNSMUIR CITY COUNCIL  
COUNCIL CHAMBERS, 5902 DUNSMUIR AVE, DUNSMUIR, CA 96025**

**JANUARY 14, 2016**

**CLOSED SESSION: 5:30 PM  
REGULAR SESSION: 6:00 PM**

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEM(S)**
- 4. ADJOURN TO CLOSED SESSION**
  - A. LIABILITY CLAIM – pursuant to Section 54956.95**  
Claimant: D.R. Marlatt
  - B. PUBLIC EMPLOYMENT – pursuant to Section 54957**  
Title: City Manager
- 5. RECONVENE AND REPORT FROM CLOSED SESSION**
- 6. FLAG SALUTE**
- 7. APPROVAL OF AGENDA**
- 8. APPROVAL OF MINUTES**  
Regular meeting of December 17, 2015
- 9. COMMITTEE REPORTS**
  - a. Economic Development/Tourism**
  - b. Finance**
  - c. Public Facilities and Services**
  - d. Public Safety**
  - e. Airport**
  - f. Solid Waste**
  - g. Mossbrae Trail**

## **10. ANNOUNCEMENTS AND PUBLIC COMMENT**

Regular City Council meetings are televised on Channel 15 to keep the City residents informed of City Council actions and deliberations that affect the community. Meetings are scheduled to be televised on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. Meetings that take place on dates other than the 1<sup>st</sup> and 3<sup>rd</sup> Thursday will not be televised.

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

## **11. ANNOUNCEMENTS AND REPORTS FROM COUNCIL AND STAFF:**

Members of the Council or staff may ask questions, request reports for a later meeting, or ask that an item be placed on a future agenda on any subject within the Council's jurisdiction.

## **12. CONSENT AGENDA**

The Consent Agenda consists of proposed actions on business matters which are considered routine and for which approval is based on previously approved City policy or practice. The Consent Agenda will be approved by a single motion to "Adopt the Consent Agenda" and Council Members will vote without debate. Council Members may remove a Consent Agenda matter for any reason and request that it be placed on the Agenda for discussion and consideration. Matters removed from the Consent Agenda will be placed on the agenda as an item of "New Business" for discussion and consideration.

**A. Receive and file notice of Shasta Lake Water Resources Investigation Final Feasibility Report and Final Environmental Impact Statement**

**B. Approve Check Register Report dated December 18, 2015**

**C. Receive and file email dated December 25, 2015 and email dated January 1, 2016 from Dr. Ed Miller regarding maintenance of City of Dunsmuir Mott Airport**

**D. Receive and file agreement with Siskiyou Media Council amended in accordance with direction received at your December 17, 2015 regular meeting**

**E. Receive and file notice that January 14, 2016 Dunsmuir City Council meeting will not be broadcast on January 14, 2016 but will be available on the City's web site by the end of day on January 16, 2016**

**F. Approve Check Register Report dated January 8, 2016**

**G. Authorize Interim City Manager to execute One Day ABC license for Rotary Club fundraiser on February 6, 2016 at Community Building, Chili Cook Off**

### **13. PUBLIC HEARING**

**Public Hearing Protocol:**

- a. Mayor will describe the purpose of the Public Hearing.
- b. City Staff will provide the Staff Report.
- c. City Staff will respond to questions from the City Council.
- d. Mayor will open the Public Hearing.
- e. Citizens wanting to comment will come to the podium, provide the City Clerk with their name and address and provide their comments.
- f. Mayor will close the Public Hearing.

None

### **14. OLD BUSINESS**

**A. Consider and approve additional Engineering work by PACE for engineering and traffic survey on Sacramento Avenue required by State law to support issuance of speeding tickets**

### **15. NEW BUSINESS**

**A. Introduction and first reading of Ordinance No. 553, An Ordinance of the City Council of the City of Dunsmuir Amending Section 17.12.070 of the Dunsmuir City Code to allow Single Family Houses in Central Commercial (C-2) Zone by Right and in the Historic District (C-2HD) Combining Zone with an Approved Conditional Use Permit**

**B. Consider and approve and authorize Mayor to execute supplemental agreement for Lease of Railroad property off Sacramento Ave**

**C. Consider and approve transitioning to ParcelQuest online**

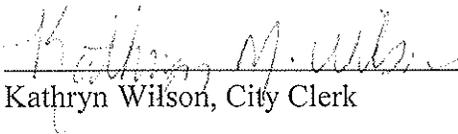
### **16. ADJOURNMENT**

**Copies of this agenda were posted at City Hall, Dunsmuir City Library, Dunsmuir Park and Recreation District Office and at the Post Office on or before 5:30 PM Sunday, January 10, 2016.**

**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.

  
\_\_\_\_\_  
Kathryn Wilson, City Clerk

  
\_\_\_\_\_  
Date

**CITY OF DUNSMUIR  
CITY COUNCIL MEETING MINUTES  
DECEMBER 17, 2015**

**CALL TO ORDER:**

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

**ROLL CALL:**

Council members present: Craig, Keisler, Deutsch, Spurlock

Council member absent: Syrrist

City staff present: Johnsen

City official present: Wilson

**FLAG SALUTE**

Interim City Manager Johnsen took a moment to honor Council Member Keisler and to present him with a plaque thanking him for his time as Mayor.

**APPROVAL OF AGENDA:**

Council member Deutsch made a motion to exchange items 12 A and B, second by Craig. Voice vote: 4-0-0-1. Motion to approve agenda as amended by Craig, second by Deutsch. Voice vote: 4-0-0-1, motion carried (Ayes: Craig, Deutsch, Keisler, Spurlock. Absent: Syrrist)

**APPROVAL OF MINUTES:**

Motion to approve regular meeting minutes of December 3, 2015 by Craig, second by Keisler. Voice vote: 4-0-0-1, motion carried (Ayes: Craig, Deutsch, Keisler, Spurlock. Absent: Syrrist)

**COMMITTEE REPORTS:**

**A. Economic Development/Tourism**

Council member Deutsch stated that the Committee is working towards a public/private partnership with Northland Cable in order to accelerate growth in regards to fiber optics. He stated that the group hopes to begin marketing efforts toward small companies and other businesses that would use the services. Discussion.

**C. Public Facilities and Services**

ICM Johnsen stated that the tree adjacent to the Veteran's Fountain had been removed and that it was still being determined how to deal with the tree root issue. He stated that the City has a mason on hand to restore the fountain and damaged sidewalk, curb and gutter.

**D. Public Safety**

ICM Johnsen reviewed the speed study being completed on Dunsmuir Avenue, and that there would be a radar gun and trained deputies available in the future to enforce speed.

**E. Airport**

Council member Deutsch stated that the Committee is waiting on a final grant proposal from Carol Ford which would be forwarded to ICM Johnsen for a signature when complete.

**DECEMBER 17, 2015  
CITY OF DUNSMUIR MEETING MINUTES  
PAGE 2**

Council member Craig asked that the Mossbrae Trail Committee be added to Committee Reports in the future. ICM Johnsen reviewed that the Trail Association is the lead agency and has produced a draft letter to be forwarded to St. Germaine. Brief discussion.

**ANNOUNCEMENTS AND PUBLIC COMMENT:**

Audience member Peter Arth presented a letter to the City Council regarding priorities in 2016. He stated that Mt. Shasta is moving forward and getting things done, whereas Dunsmuir needs to become more competent. He recommended involving the public more, and increasing time spent with the people represented.

Audience member Linda Gnesa encouraged Council to include Sacramento Avenue on the speed study.

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

Council member Deutsch addressed comments made by the public, stating that staff is working on the upcoming 218 process for water and garbage. He stated that projects go through the committee process, and that the Council and staff are working hard towards their goals.

Council member Craig suggested including Sacramento Avenue on the speed study, and to consider adding a stop sign. He also requested that staff have the Council agendas on the website by the Monday prior to the Council meetings.

Council member Craig stated that Dunsmuir has applied for the same grant that Mt. Shasta used to install meters, and that it is not accurate to say that Mt. Shasta is working and Dunsmuir is not. He requested that Mt. Shasta be contacted immediately regarding their green waste program to gather information, and stated that he would like to see more intergovernmental cooperation. He also stated that involving the public more is a good idea, and would like to see town hall meetings, discussions, and coffee hours.

**CONSENT AGENDA:**

A. Consider and authorize funding for Statewide Local Streets and Roads Needs Assessment report update, League of California Cities

B. Consider and approve Check Register dated December 11, 2015

C. Appoint Vice Mayor Craig to serve on committee screening buildings in the Historic District for compliance with Dunsmuir City Code Sections 17.28.150 and 17.28.160

Motion to approve by Keisler, second by Deutsch. Roll call vote:

Ayes: 4 Craig, Spurlock, Keisler, Deutsch

Noes: 0

Abstain: 0

Absent: 1 Syrrist Motion carried, 4-0-0-1.

**DECEMBER 17, 2015**  
**CITY OF DUNSMUIR MEETING MINUTES**  
**PAGE 3**

**OLD BUSINESS:**

A. Consider and pass second reading and adopt Ordinance No. 552 authorizing a General Plan Land Use Amendment from Service Commercial to High Density Residential and a change of Zone from Central Commercial C-2 to Multiple Family Residential R-3, 4221 Siskiyou Ave, Assessor's parcel Number 059-030-010

Review by ICM Johnsen.

Audience member Linda Gnesa expressed support for the rezone.

Motion to read Ordinance No. 552 by number and title only by Keisler, second by Craig. Roll call vote:

Ayes: 4 Craig, Spurlock, Keisler, Deutsch

Noes: 0

Abstain: 0

Absent: 1 Syrrist Motion carried, 4-0-0-1.

Motion to pass second reading and adopt Ordinance No. 552, An Ordinance of the City Council of the City of Dunsmuir authorizing a General Plan Land Use Amendment from Service Commercial to High Density Residential and a change of Zone from Central Commercial C-2 to Multiple Family Residential R-3, 4221 Siskiyou Ave, Assessor's parcel Number 059-030-010 by Keisler, second by Craig. Roll call vote:

Ayes: 4 Craig, Spurlock, Keisler, Deutsch

Noes: 0

Abstain: 0

Absent: 1 Syrrist Motion carried, 4-0-0-1.

B. Consider and approve Memorandum of Understanding for Library Services in the City of Dunsmuir by Siskiyou County Library through June 30, 2018.

ICM Johnsen explained that the MOU had not been changed from the previous MOU, and had been reviewed by the Friends of the Library.

Motion to authorize Interim City Manager to execute Memorandum of Understanding for Library Services to be provided by Siskiyou County Library system at the City of Dunsmuir Library by Keisler, second by Craig. Voice vote: 4-0-0-1, motion carried. (Ayes: Craig, Keisler, Deutsch, Spurlock. Absent: Syrrist)

**NEW BUSINESS:**

B. Consider and discuss request for purchase of modem and additional internet cost to allow streaming of City Council meetings.

Council member Deutsch reviewed the current audio/video system in the Council Chambers and explained a potential future project, including carpeting, sound-proofing, rearranging the room, and shifting the entryway.

Greg Messer of Siskiyou Media Council reviewed what is entailed in recording a meeting, including equipment and cost. He explained that with a simpler system, anyone could be trained to record a meeting.

**DECEMBER 17, 2015  
CITY OF DUNSMUIR MEETING MINUTES  
PAGE 4**

Council member Deutsch explained that the goal would be to replace the current system with a system that allows for streaming. He reviewed different options and the cost of each option. Council member Craig stated that he would be in favor of upgrades, but that it would be difficult to justify costs to the room. Discussion.

Council received and filed the report.

A. Consider and approve Video Product Contract with Siskiyou Media Council  
ICM Johnsen reviewed, explaining that the contract was the same as before. Council member Deutsch suggested not specifying a length of time in the contract, but to keep it in place until the new system was ready. Discussion. Council discussion regarding January meetings.

Motion to approve and authorize Interim City Manager to execute Video Product Contract dated 11/30/15 with Siskiyou Media Council by Keisler, second by Craig. Roll call vote:

Ayes: 4 Craig, Spurlock, Keisler, Deutsch

Noes: 0

Abstain: 0

Absent: 1 Syrrist Motion carried, 4-0-0-1.

C. Receive and file resignation from Planning Commissioner Poston and direct staff to advertise for applications for replacement

Review by ICM Johnsen. Motion to receive and file resignation, and to direct staff to advertise for applications for replacement by Craig, second by Keisler. Voice vote: 4-0-0-1, motion carried. (Ayes: Craig, Spurlock, Keisler, Deutsch. Absent: Syrrist)

ICM Johnsen requested that the January 7, 2016 meeting be adjourned to January 14, 2016 due to conflicts. Motion to cancel the January 21, 2016 meeting and to adjourn the January 7, 2016 meeting to January 14, 2016, and to add approval of the meeting calendar to the agenda by Craig, second by Deutsch. Voice vote: 4-0-0-1, motion carried. (Ayes: Craig, Spurlock, Keisler, Deutsch. Absent: Syrrist)

Motion to adjourn by Keisler, second by Deutsch.

**ADJOURNMENT: 7:43 pm**

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**Mayor Spurlock**

**ATTEST:**

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**City Clerk Wilson**

December 16, 2015

To: Members of the Dunsmuir City Council

From: Peter Arth, Jr.

Subject: City Priorities for 2016

Because 3 minutes is not enough time to present the challenges facing our City in the year ahead, I offer this brief summary of the most visible and obvious concerns that must be addressed by you and the City staff. Some of these items were contained in my letter presented at the Council meeting last December.

**1. Failure to Plan** Before presenting my list, I again urge the City to begin developing an overall plan or vision for the future of Dunsmuir. This effort began in 2008 (“Dunsmuir 2020”), but was abandoned after the recall elections of 2010. The legendary John Wooden (basketball coach/UCLA) centered his coaching philosophy on the principle that “A failure to plan is a plan to fail”. Until the City engages in a process of setting priorities and committing to successfully complete the projects it takes on, the wheel spinning on various needs will simply continue.

Last February, you attended a session (with facilitator) so citizens could express their vision and specific projects were nominated for action. Nothing came of this effort. Specifically, the most popular project was to initiate a green waste/solid waste/recycling program in Dunsmuir. After assigning this matter to a Committee, the City decided to not adopt any kind of a program. Like water conservation, the City seems to assign no particular urgency to helping individual citizens and businesses manage their costs for waste disposal. The City does not see the benefits that are being experienced in Mt. Shasta and other communities that have programs and funding to support them. How can Dunsmuir be the only City that turns deaf when many citizens would like to enjoy lower disposal rates, a cleaner City, cleaner air and cleaner water?

Is a greenwaste/recycling program a high priority, a medium priority, or a non-priority in 2016?  
No one knows.

**2. Mossbrae Trail Project**

The City has come no closer to completion of a safe, environmentally acceptable public trail to Mossbrae Falls than at this time last year. Instead of taking any form of leadership, the City has turned the planning and completion over to a private group with no authority or power to do anything but talk. Completion of the Trail project is extremely important to residents, merchants, visitors, and the general public. The City has provided no leadership.

Is the Mossbrae Trail Project a high priority, medium priority, or non-priority? No one knows.

The City spent the past 12 months pretending the Historical District Ordinance does not exist. Notwithstanding empty buildings, graffiti, broken windows, peeling paint, no formal enforcement action was taken. Staff has no idea what the City policy is, due in part to the “kinder but gentler” policy of previous councils.

If you walk down Dunsmuir Avenue in our downtown there is no sense of pride in our Historic District. As Ron McCloud testified, our District has suffered due to the City’s neglect to enforce the very laws enacted to protect this national treasure. Several buildings (e.g. Cal Theatre, Travelers Hotel, Castle Rock) have obvious Code violations.

Is requiring building owners to comply with the HDO and basic nuisance ordinances a high priority, a medium priority, or a non-priority. Does the Council care about the future of the Historic District? Nobody knows.

#### **4. Economic Development**

In my opinion, our local economy is extremely fragile. Starting or maintaining a business in Dunsmuir is very difficult due to the low number of actual and prospective customers. Several businesses are closing. The City once assisted businesses with loans and grants through access to state and federal funds available specifically to support small business in rural, lower income communities. No longer. Thus, Dunsmuir is at a competitive disadvantage compared to cities like Mt. Shasta.

Likewise, Dunsmuir appears to be behind other communities in pushing for broadband access. Mt. Shasta has placed a high priority on installing broadband in its core areas to serve existing businesses and luring new tech businesses. So also will this capability attract new residents, especially families who depend on having this level of connectivity.

The City created an Economic Development Committee, but the Committee has no mandate, goals, or objectives, nor any deadlines.

Is economic development a high priority, medium priority, or a non-priority? Nobody knows.

#### **5. Water and Sewer Infrastructure**

Presumably, the City will soon approve new water rates that will begin the process of funding replacement of mains and related distribution facilities. However, there is still the need to prioritize the replacement of other facilities identified in the Master Plan developed by the City Engineer, including financing the projects.

With regard to sewage treatment, there are new State discharge requirements (copper/zinc) taking effect in 2017. PACE is already working with the City of Mt. Shasta to assure compliance, which is estimated to cost several million dollars.

Like Dunsmuir, the City of Mt. Shasta discharges their treated effluent into the Sacramento River. By contrast, the McCloud CSD uses a system of settling ponds and far less chemicals to treat their sewage. Using innovative approaches involving aquatic fish, earthworms, and

deliberations are informed. By contrast, Dunsmuir's "committees" do not have regular schedules. Citizen participation is scant. Their missions are open ended. An example is the Airport Committee. Another example is the Public Works/Infrastructure Committee. The condition of our City's sidewalks tells anyone all they need to know about Dunsmuir's government. "A failure to plan is a plan to fail."



# United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Regional Office  
2800 Cottage Way  
Sacramento, CA 95825-1898

IN REPLY REFER TO:

MP-720  
ENV-6.00

NOV 24 2015

## Interested Parties

Subject: Shasta Lake Water Resources Investigation (SLWRI) Final Feasibility Report and Final Environmental Impact Statement (EIS)

Dear Ladies and Gentleman:

The U.S. Department of the Interior has released the Final Feasibility Report and Final EIS for the SLWRI for review by the general public and U.S. Congress. The reports document the results of the feasibility study, including the evaluation of the potential effects of alternative plans for raising the existing Shasta Dam and Shasta Reservoir, located approximately 10 miles northwest of Redding, California. The reports also present and address the findings of planning, engineering, environmental, social, economic, and financial studies, and potential benefits and costs of the alternative plans. The Final Feasibility Report does not include a recommendation for Congressional action, but rather describes outstanding issues the Secretary of the Interior has identified for resolution before making a recommendation.

The SLWRI is one of four on-going storage investigations included in the CALFED Bay-Delta Program Programmatic Record of Decision (ROD), which identified program goals, objectives, and projects primarily to improve California's water supply and the ecological health of the San Francisco Bay/Sacramento-San Joaquin Delta system. It is being conducted under the authority of Public Law (P.L.) 96-375 and P.L. 108-361, the CALFED Bay-Delta Authorization Act.

The primary objectives of the SLWRI are to increase the survival of anadromous fish populations in the upper Sacramento River, and increase water supply and water supply reliability for agricultural, municipal and industrial, and environmental purposes.

A Draft Feasibility Report was released in February 2012 with public review and comment through January 28, 2013. In July 2013, the Draft EIS was released for a 90-day public comment period. The Final EIS contains responses to all comments received on the Draft EIS and any additional information received during the review period. A Notice of Availability for the Final Feasibility Report and Final EIS, was published in the Federal Register on August 7, 2015. These final documents incorporate clarifying information in consideration of comments received regarding the draft reports. For information on the SLWRI and to download copies of the Final Feasibility Report and Final EIS, please visit the Reclamation website at <http://www.usbr.gov/mp/slwri>. DVDs of the final reports are available by request; please contact

Ms. Katrina Chow at [kchow@usbr.gov](mailto:kchow@usbr.gov) to receive a copy by mail. Copies of the Final Feasibility Report and Final EIS are also available for public review at the following locations:

- Bureau of Reclamation, Regional Library, 2800 Cottage Way, Sacramento, CA 95825
- Bureau of Reclamation, Northern California Area Office, 16349 Shasta Dam Boulevard, Shasta Lake, CA 96019
- Natural Resources Library, Department of the Interior, 1849 C Street NW, Main Interior Building, Washington, DC 20240
- Shasta County Public Library, Redding Library, 1100 Parkview Avenue, Redding, CA 96001
- Dunsmuir Branch Library, 5714 Dunsmuir Avenue, Dunsmuir, CA 96025
- Kern County Library, Holloway-Gonzales Branch, 506 East Brundage Lane, Bakersfield, CA 93307
- Concord Library, 2900 Salvio Street, Concord, CA 94519
- Los Banos Public Library, 1312 South 7th Street, Los Banos, CA 93635
- Napa City-County Library, 580 Coombs Street, Napa, CA 94559

For further information, please notify Ms. Chow, Project Manager, 2800 Cottage Way, MP-720, Sacramento, CA 95825, or [kchow@usbr.gov](mailto:kchow@usbr.gov), 916-978-5067 (TTY 916-978-5608).

Sincerely,



Michelle H. Denning  
Regional Planning Officer

Check Register Report

12-18-15 A/P

Date: 12/18/2015

Time: 1:42 pm

Page: 1

City of Dunsmuir

BANK: U.S. BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>U.S. BANK Checks</b>							
47663	12/18/2015	Printed		514	ADVANCE INFOSYSTEMS	PRE PROC,ENV,UTIL BILL	409.23
47664	12/18/2015	Printed		1000	AIELLO,GOODRICH,TEUSCHER	FORMS	3,000.00
47665	12/18/2015	Printed		1215	ALSCO	PROF SVCS 11-30-15	32.00
47666	12/18/2015	Printed		9447	AUS SMALL BUSINESS	PW&WWTP CVRALS RNTL	97.20
47667	12/18/2015	Printed		3572	BLUE CROSS OF CALIF	C.H.MATS, WKLY LNDRY 12-16-15	162.90
47668	12/18/2015	Printed		9437	BLUE STAR GAS	1-1-16/2-1-16 LIF INS PREM	415.96
47669	12/18/2015	Printed		5240	CASCADE FIRE EQUIPMENT CO	192.5 GAL FUEL	315.59
47670	12/18/2015	Printed		6325	CLEMENS WASTE REMOVAL	4-MCLEOD TOOL	2,500.00
47671	12/18/2015	Printed		9885	DUNSMUIR TIRE	TRASH REMVL (BUS BARN)	40.40
47672	12/18/2015	Printed		12122	EMERGENCY MEDICAL	2-WIPER BLDS, 1-FLAT RPR	177.58
47673	12/18/2015	Printed		9303	PRODUCTS,INC	ADC MULTI BP SYS 5 KIT,ORG,	255.98
47674	12/18/2015	Printed		9999999515	FASTENAL COMPANY	ORG POLY,HNDL BRC,SNO	1,141.55
47675	12/18/2015	Printed		29010	FORD AVIATION CONSULTANTS, INC	SCP,RAKE	150.00
47676	12/18/2015	Printed		29012	LEAGUE OF CA CITIES	FAA AP GRNT PREP & ADMIN	1,725.00
47677	12/18/2015	Printed		33120	LEAGUE OF CALIFORNIA CITIES	2016 LOCAL STREETS&ROADS	1,576.30
47678	12/18/2015	Printed		9999999449	MOUNTAIN COUNTIES SUPPLY CO.	NDSAS	2,070.00
47679	12/18/2015	Printed		37106	NATIVE GROUNDS NURSERY	REGIST.SPURLOCK,KEISLER,DEU	1,326.17
47680	12/18/2015	Printed		39015	OFFICEMAX CONTRACT INC.	TCH	3,650.18
47681	12/18/2015	Printed		10273	PACIFIC POWER & LIGHT	OCT '15 VEH FUEL	1,000.00
47682	12/18/2015	Printed		10280	BILL PLACE	CLRN DRNA AREA AT T. PARK	53.80
47683	12/18/2015	Printed		47520	ULYSSES PROTEAU	REFND REST OF DEP. #303580	76.06
47684	12/18/2015	Printed		9918	SHASTA AUTO SUPPLY	MEDICAL OXYGEN	400.00
47685	12/18/2015	Printed		48255	SISKIYOU MEDIA COUNCIL	2-PUB CITY MTGS 11-5& 11-19-15	419.82
47686	12/18/2015	Printed		48260	SOUSA READY MIX. LLC.	11.07TONS SAND, 11.12TONS RCK	80.38
47687	12/18/2015	Printed		9413	SPORTSMEN'S DEN	TROPHY ENGRAVINK	194.31
47688	12/18/2015	Printed		10206	STATEWIDE TRAFFIC SAFETY	SIGNS	74.00
47689	12/18/2015	Printed		10285	PAMELA STOCK	REIMB FOR LIVE SCAN	125.00
47690	12/18/2015	Printed		14785	JENNIFER TITUS	GEN CLN OF C.M. HSE 4425	201.56
47691	12/18/2015	Printed		1225	TYLER TECHNOLOGIES, INC.	GLEAV	1,250.00
47692	12/18/2015	Printed		39005	ACME COMPUTER	IMPLEM/TRAINING SRVCS	39,514.25

Total Checks: 30 Checks Total (excluding void checks): 62,435.22

Total Payments: 30 Bank Total (excluding void checks): 62,435.22

Total Payments: 30 Grand Total (excluding void checks): 62,435.22

## City Manager

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**From:** Ed Miller <ebm@edmillermd.com>  
**Sent:** Friday, December 25, 2015 2:11 PM  
**To:** Bruce Deutsch; City Manager; ebm@edmillermd.com; Josh Spurlock; Dunsmuir Chamber of Commerce  
**Subject:** It's beginning to look like an airport!

Merry Christmas Airport Committee members –

This week I went down to the Airport expecting to plow my way to my hangar, only to find the job already done and plowing the runway in progress. AS a pilot, I am impressed, not only by prompt snow removal, but also by appropriate NOTAMS, maintenance work, improved security, and all the management activity which has occurred. As a committee member, I appreciate all the effort which has gone into learning how to do all of these things which will build a future for 1O6.

Thank you for your dedication, tenacity and hard work. It's been a privilege to be on your team.

Here's wishing you all continued success and a prosperous and happy New Year.

Ed

## City Manager

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**From:** Ed Miller <edm@edmillermd.com>  
**Sent:** Friday, January 01, 2016 8:53 PM  
**To:** Bruce Deutsch; Dunsmuir Chamber of Commerce; City Manager; edm@edmillermd.com; Josh Spurlock  
**Subject:** Compliment

Today I received a call from the City answering service regarding a pilot locked out of the airport. The patch-through was immediate. He hadn't read the crucial part of the airport sign, and when directed to use the CTAF frequency as the entry code got right in. The pilot was from Porterville and had flown up to visit family in the area. He complimented the great plowing job and expressed his appreciation for a dry, safe runway. More good P.R. for Dunsmuir.

Ed

## City Manager

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**From:** gmesser@expershare.com  
**Sent:** Monday, December 28, 2015 10:10 AM  
**To:** City Manager  
**Cc:** 'Bruce Deutsch'  
**Subject:** SMC Contract for January through June 2016  
**Attachments:** Contract\_to\_video\_cc\_meetings\_asof\_12282015.pdf

Hi Randy,

As promised, attached is a revised city contract for the filming and broadcasting the city council meetings for the first six months of 2016. I deleted the original January meeting dates of 1/7 and 1/21, and added the 1/14/2016. In addition I added the wording to provide SMC or the City of Dunsmuir the right to cancel this contract with 30 days' notice without cause.

Please review, and let me know if you feel I need to make any other revisions prior to the next city council meeting on 1/14/2016.

Greg



This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

Video Production Contract  
 The City of Dunsmuir  
 Public Broadcasting of City Council Meetings  
 Revised on 12/28/2015

The Siskiyou Media Council on behalf of the City's public access PEG channel, MCTV15, respectively requests that this contract be approved by the City of Dunsmuir for videography services provider by SMC/MCTV15 that will begin on January 14, 2016 and will extend through June 16, 2016.

Background

SMC has been contracted to provide the City of Dunsmuir with videography services since April 2015, and is currently working with the communication committee to develop a permanent broadcasting facility for the filming and transmission of city council meetings.

What SMC offers to the City of Dunsmuir

MCTV15, the PEG (Public/Education/Government) channel operated by the Siskiyou Media Council, proposes to continue the filming and posting of the edited footage to the city's web site through June 2016. For this service SMC seeks a fee of \$200.00 per city council meeting. This will include the rental of all equipment, a pre-meeting setup and checkout of the equipment, filming the meeting, and producing, within two business days, a DVD and an edited video file to an internet destination of the city's choosing. This daily rate will apply to any additional meetings that the City of Dunsmuir requests during this time period. The following are the City Council Meetings that are currently within the scope of this agreement:

01/14/2016	04/21/2016
02/04/2016	05/05/2016
02/18/2016	05/19/2016
03/03/2016	06/02/2016
03/17/2016	06/16/2016
04/07/2016	

This agreement can be cancelled, without cause, by either party (The Siskiyou Media Council or the City of Dunsmuir) with 30 days' notice.

\_\_\_\_\_  
 City Of Dunsmuir Approving Signature    Date

\_\_\_\_\_  
 SMC Approving Signature                      Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

## City Manager

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**From:** gmesser@expershare.com  
**Sent:** Monday, January 04, 2016 4:38 AM  
**To:** 'Bruce Deutsch'; 'Josh Spurlock'; City Manager  
**Subject:** Dunsmuir City Council Meeting cable broadcast on 1/14/2016

Hi Josh, Bruce and Randy,

During the last City Council meeting, the council agreed to change the council meetings in January from two meetings to one on 1/14/2016. SMC will not be able to broadcast the meeting on cable on that date because it will be in contention the City of Weed's City Council meeting. The meeting will be filmed normally and made available on the City's web site by end of day on the 1/16/2016.

Greg



This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

Check Register Report

1-8-16 A/P

Date: 01/07/2016

Time: 12:25 pm

City of Dunsmuir

BANK: U.S. BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>U.S. BANK Checks</b>							
47693	01/08/2016	Printed		1225	ACME COMPUTER	JAN '16 MO SVCS	833.00
47694	01/08/2016	Printed		1910	AT&T	DEC '15 TELE SVC	1,774.73
47695	01/08/2016	Printed		9447	AUS SMALL BUSINESS	C.H. MATS, WKLY LNDRY 12-23-16	97.20
47696	01/08/2016	Printed		1923	AXCES INDUSTRIAL SUPPLY INC.	FLOAT AWAY DEGREASER	2,601.50
47697	01/08/2016	Printed		2800	BAXTER AUTO PARTS, INC.	3-8M2T50, 2-G8FJX	462.55
47698	01/08/2016	Printed		9999999174	BENSON ROOFING	JAN '16 CHILDREN'S PRK RENT	625.00
47699	01/08/2016	Printed		9437	BLUE STAR GAS	446.2 GAL (FIRE DEPT)	952.96
47700	01/08/2016	Printed		4050	BORGES & MAHONEY	2-MOTOR 1 RPM SP 4000	545.80
47701	01/08/2016	Printed		9000	CABITTO'S SMALL ENGINE REPAIR	SHEAR BOLT 5/16 X 2 (6)	12.87
47702	01/08/2016	Printed		10017	CAL-ORE COMMUNICATIONS	INTERNET CHRGS JAN '16	19.95
47703	01/08/2016	Printed		6325	CLEMENS WASTE REMOVAL	CREDIT DMP FEES	17,110.15
47704	01/08/2016	Printed		9603	ANTHONY CONGI	1ST QTR '2016 PHONE USAGE	90.00
47705	01/08/2016	Printed		6950	CROSS PETROLEUM	384.50 GAL KEROSENE	384.41
47706	01/08/2016	Printed		12752	DENNIS DELLA BONA	1ST QTR 2016 PHONE USAGE	90.00
47707	01/08/2016	Printed		10265	BRUCE DEUTSCH	1-19/22-16 MAYOR'S ACAD PRDIUM	390.42
47708	01/08/2016	Printed		10185	ARLENE DINGES	10-14-15/12-31-15 PLANNING SVC	750.00
47709	01/08/2016	Printed		5910	DUNSMUIR CHAMBER OF COMMERCE	VISITORS GUIDE QTRLY MAG	10,500.00
47710	01/08/2016	Printed		9850	DUNSMUIR HARDWARE	DEC '15 SUPPLIES/MARTL'S	463.82
47711	01/08/2016	Printed		11255	ELECSYS INTERNATIONAL CORP	FEB '2016 MO MAINT CHRGS	223.50
47712	01/08/2016	Printed		10288	PHOENIX ISLER	REFND DEP P ISLER #24293	200.00
47713	01/08/2016	Printed		10279	ROBERT KAY	REF BAL OF DEP #24214	34.16
47714	01/08/2016	Printed		9474	DAVE KEISLER	1-19/22-16 MYRS ACADMY PERDIUM	390.42
47715	01/08/2016	Printed		25317	KENNY, SNOWDEN & NORINE	NOV '15 LEGAL SVCS	4,480.92
47716	01/08/2016	Printed		31218	MARKET PLACE INSURANCE	RENW POLICY #16000621 1-16/1-7	4,016.00
47717	01/08/2016	Printed		35505	NORTHLAND CABLE TELEVISION	DEC '15 HIGH SPEED INTERNET	144.13
47718	01/08/2016	Printed		39015	PACIFIC POWER & LIGHT	NOV 16 TO DEC 10-2015 ELEC SVC	7,874.10
47719	01/08/2016	Printed		39855	PMC, INC	NOV 28 TO DEC 31,2015 PLN SVCS	2,633.75
47720	01/08/2016	Printed		9977	STEVE RICE	RPR BCKHOE BCKET,REMV BRK TINE	120.00
47721	01/08/2016	Printed		45110	MARIO J. RUBINO	JAN'16 TREASURER MO STIPEN	50.00
47722	01/08/2016	Printed		47520	SHASTA AUTO SUPPLY	DEC '15 TANK RNTL	15.09
47723	01/08/2016	Printed		47676	SMITH BUILDING SERVICES, LLC	DEC '15 BLDG INSP&PLN CK	1,547.74
47724	01/08/2016	Printed		47673	SNOQUIP	2-ADJ ASMBLY	179.73
47725	01/08/2016	Printed		10286	JOSH SPURLOCK	1-19/21-16 MYRS ACDMY PERDIUM	390.42
47726	01/08/2016	Printed		10287	T & V FERREL	CR BAL TO BE RETURNED #3076	94.88
47727	01/08/2016	Printed		14785	TYLER TECHNOLOGIES, INC.	2016 CONTRACT SVCS END 1-31-17	6,549.58
47728	01/08/2016	Printed		53813	U.S. BANK CORP PAYMENT SYSTEMS	MTG 11-13-15DOGWD DNR,MSFT,DYN	112.28
47729	01/08/2016	Printed		53810	US BANK EQUIPMENT FINANCE	12-20-15/1-20-16 COPIER,PRNTRS	526.71
47730	01/08/2016	Printed		53806	USA BLUE BOOK, INC	JOHN CRANE PACKING 1/4X25 FT	146.75
47731	01/08/2016	Printed		9999999806	USDA FOREST SERVICE	1-1-16TO12-31-16 LIQ WASTE DIS	60.91
47732	01/08/2016	Printed		50850	VERIZON WIRELESS	DEC '15 CELL SVC	234.92

Total Checks: 40

Checks Total (excluding void checks):

67,730.35

Total Payments: 40

Bank Total (excluding void checks):

67,730.35

Total Payments: 40

Grand Total (excluding void checks):

67,730.35

### DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

*Instructions: Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit <http://www.abc.ca.gov/distmap.html>  
Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.*

LICENSE NUMBER	GEO CODE
RECEIPT NUMBER	
FEE \$	

1. ORGANIZATION'S NAME <b>Rotary Club of Dunsmuir</b>	CONDITIONS REQUIRED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DIAGRAM REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	--

2. LICENSE TYPE (Check appropriate license type AND organization type)

a.  **Daily General (\$25.00)** (Includes beer, wine and distilled spirits)

<input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure	<input type="checkbox"/> Fraternal Organization in Existence Over Five Years with Regular Membership
<input type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose	<input type="checkbox"/> Religious Organization
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)

NUMBER OF DISPENSING POINTS \_\_\_\_\_

b.  **Special Daily Beer (\$25.00)**       **Special Daily Beer & Wine (\$50.00)**       **Special Daily Wine (\$25.00)**

<input type="checkbox"/> Charitable	<input type="checkbox"/> Fraternal	<input type="checkbox"/> Social	<input type="checkbox"/> Political	<input checked="" type="checkbox"/> Other: <u>Community service club</u>
<input type="checkbox"/> Civic	<input type="checkbox"/> Religious	<input type="checkbox"/> Cultural	<input type="checkbox"/> Amateur Sports Organization	

NUMBER OF DISPENSING POINTS 1

c.  **Special Temporary License (\$100.00)** (Different privileges depending on statute)

<input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P	<input type="checkbox"/> Person conducting Estate Wine Sale per Section 24045.8 B&P
<input type="checkbox"/> Nonprofit Corporation per Sections 24045.4 and 24045.6 B&P	<input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P

**Other Special Temporary Licenses, per Section** \_\_\_\_\_

License number \_\_\_\_\_ Amount \$ \_\_\_\_\_

3. EVENT TYPE

<input type="checkbox"/> Dinner	<input type="checkbox"/> Dance	<input type="checkbox"/> Wedding	<input type="checkbox"/> Lunch	<input type="checkbox"/> Picnic	<input type="checkbox"/> Barbeque	<input type="checkbox"/> Social Gathering	<input type="checkbox"/> Festival
<input type="checkbox"/> Sports Event	<input type="checkbox"/> Concert	<input type="checkbox"/> Birthday	<input type="checkbox"/> Mixer	<input type="checkbox"/> Carnival	<input type="checkbox"/> Dinner Dance	<input checked="" type="checkbox"/> Other: <u>Fundraiser (chili cook-off)</u>	

4. TOTAL # OF DAYS: 1      5. ESTIMATED ATTENDANCE: 150      6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION: From 3:30 p.m. To 5:30 p.m.

7. EVENT DATE(S): Saturday, February 6, 2016      8. EVENT IS OPEN TO THE PUBLIC:  Yes  No

9. EVENT LOCATION (Give facility name, if any, street number and name, and city): Dunsmuir Community Building, 4841 Dunsmuir Avenue, Dunsmuir CA 96025

10. LOCATION IS WITHIN THE CITY LIMITS:  Yes  No      11. TYPE OF ENTERTAINMENT: \_\_\_\_\_      12. SECURITY GUARDS:  Yes  No If yes, how many? \_\_\_\_\_

13. AUTHORIZED REPRESENTATIVE'S NAME: Will Newman      14. REPRESENTATIVE'S TELEPHONE NUMBER: (530) 235-5735

15. REPRESENTATIVE'S ADDRESS: 5701 Castle Avenue, #2, Dunsmuir CA 96025

16. ORGANIZATION'S MAILING ADDRESS (if different from #15 above): P.O. Box 263, Dunsmuir CA 96025

17. AUTHORIZED REPRESENTATIVE'S SIGNATURE: \_\_\_\_\_      18. DATE SIGNED: \_\_\_\_\_

PROPERTY OWNER APPROVAL BY (Name), REQUIRED <b>Dunsmuir City / Dunsmuir Rec&amp;Park</b>	PHONE NUMBER <b>235-4822 / 235-4740</b>	PROPERTY OWNER SIGNATURE	DATE SIGNED
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE <b>Siskiyou County Sheriff's Department</b>	PHONE NUMBER <b>(530) 842-8300</b>	LAW ENFORCEMENT SIGNATURE	DATE SIGNED
DISTRICT OFFICE APPROVAL BY (Name)		ABC EMPLOYEE SIGNATURE	ISSUANCE DATE

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above. This license does not include off-sale ("to-go") privileges.  
This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.

# City Council Agenda Item

## Interim City Manager Staff Report

### Old Business

**Item No:** 14.A.  
**Date:** January 14, 2016  
**Subject:** Consider and approve additional Engineering work by PACE for engineering and traffic survey on Sacramento Avenue required by State law to support issuance of speeding tickets

At your December 3, 2015 regular meeting you approved engineering and traffic survey on Dunsmuir Avenue in the amount of \$5,000. At your meeting on December 17 it was requested that the survey be extended to Sacramento Avenue. PACE has provided a not to exceed bid of \$1,000 to add Sacramento Avenue if the work can be done at the same time as Dunsmuir Avenue. The work is planned to be completed by the end of January.

**Recommendation:** Move to authorize Interim City Manager to execute proposal for PACE Engineering to provide additional Engineering and Traffic Survey (E&TS) on Sacramento Avenue for an amount not to exceed \$1,000.



January 6, 2015

204.56

**SENT BY EMAIL ONLY**

citymanager@ci.dunsmuir.ca.us

Randy Johnsen  
City of Dunsmuir  
5915 Dunsmuir Avenue  
Dunsmuir, CA 96025

Subject: Contract Amendment: Engineering and Traffic Survey

Dear Randy,

On December 4, 2015, the City of Dunsmuir authorized PACE to conduct an Engineering and Traffic Survey on Dunsmuir Avenue. The City has requested that the same Scope of Services be provided for Sacramento Avenue.

PACE proposes to provide these additional services for a lump sum fee of \$1,000. All other terms of the original contract will remain the same.

If this proposed amendment is acceptable to you, please sign below and return this letter to PACE to authorize the additional work.

Sincerely,

A handwritten signature in black ink that reads "James C. Elkins". The signature is written in a cursive, flowing style.

James C. Elkins  
Principal Engineer

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Randy Johnsen  
Interim City Manager

JCE  
M:\Jobs\0204\0204.56 Speed Survey\Contract Amendment 1.docx

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

**Item No:** 17.G.  
**Date:** December 3, 2015  
**Subject:** Consider and authorize PACE Engineering to complete engineering and traffic survey on Dunsmuir Ave required to support issuance of speeding tickets

The City Council and Public Safety Committee have expressed interest in enforcement of speeding violations by Siskiyou County Sheriff's department personnel on Dunsmuir Ave. In order for radar to be used to catch speeders, a traffic survey is first required by State law.

**Recommendation:** Move to authorize Interim City Manager to execute proposal for PACE Engineering to provide an Engineering and Traffic Survey (E&TS) on Dunsmuir Ave for an amount not to exceed \$5,000.



November 24, 2015

0.04

**SENT BY EMAIL ONLY**

citymanager@ci.dunsmuir.ca.us

Randy Johnsen  
City of Dunsmuir  
5915 Dunsmuir Avenue  
Dunsmuir, CA 96025

Subject: Proposal for an Engineering and Traffic Survey on Dunsmuir Avenue

Dear Randy,

PACE appreciates the opportunity to submit this proposal to provide an Engineering and Traffic Survey (E&TS) on Dunsmuir Avenue. The study will be completed in accordance with the California Vehicle Code (CVC) and the California Manual on Uniform Traffic Control Devices (MUTCD). PACE proposes to provide these services for a lump sum fee of \$5,000.

In order for the sherriff to issue tickets for vehicles driving too fast in Dunsmuir, speed limits need to be established. The CVC and the California MUTCD collectively establish the criteria for establishing speed limits and posting regulatory signs. Below is a summary of the work PACE will complete to establish speed limits on Dunsmuir Avenue:

1. Using a radar gun, measure the prevailing speed at several locations on Dunsmuir Avenue.
2. Research the collision records on Dunsmuir Avenue.
3. Evaluate roadside conditions not readily apparent to the driver.
4. Evaluate the data and recommend a speed limit or speed zones.
5. Provide a letter report summarizing the Engineering and Traffic Survey.

If this proposal is acceptable to you, please sign and return the attached Engineering Agreement to authorize us to proceed.

Sincerely,

A handwritten signature in cursive script that reads "James C. Elkins".

James C. Elkins  
Principal Engineer

JCE

Enclosures

M:\Jobs\00.04\2015\City of Dunsmuir\Prop Itr-Speed Study.docx



Phone: (530)244-0202

Consultant Job No.:  
Project Manager: JE  
Billing Manager: JE  
Billing Code: LS  
Date File Opened:

### ENGINEERING AGREEMENT

This agreement has been entered into at Redding, California on the CLIENT signature date set forth below and is by and between the CLIENT as listed below and PACE Engineering, Inc., hereinafter called the CONSULTANT.

CLIENT: City of Dunsmuir PHONE: (530) 235-4822  
 ATTENTION: Randy Johnsen EMAIL: citymanager@ci.dunsmuir.ca.us  
 ADDRESS: 5915 Dunsmuir Ave., Dunsmuir, CA 96025  
 PROJECT TITLE: Engineering and Traffic Survey  
 APN: \_\_\_\_\_ CLIENT PROJECT NO: \_\_\_\_\_  
 PROJECT DESCRIPTION: \_\_\_\_\_

#### SCOPE OF SERVICES BY CONSULTANT:

See attached proposal letter dated November 24, 2015.

The CONSULTANT agrees to perform the above-described services for the CLIENT. The CLIENT agrees to compensate CONSULTANT for such services as follows:

- A lump sum amount of \$5,000, payable per Item 21.
- At the CONSULTANT'S STANDARD RATES. (See attached Exhibit     ) Estimated Fee \$ \_\_\_\_\_
- Other. Describe: \_\_\_\_\_
- Special Billing Instructions: \_\_\_\_\_

This Agreement is subject to the Standard Provisions 1 through 50 contained herein and the terms and conditions contained in exhibits attached herewith and made a part hereof. Other exhibits not identified above are as follows: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions hereinafter stated on pages 1 through 4 and on the referenced attached exhibits.

#### CONSULTANT:

License No.: C 31640  
 By: \_\_\_\_\_  
Jim Elkins, Principal Engineer  
 Date: November 24, 2015

#### CLIENT:

By: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date \_\_\_\_\_  
 Form of doing business: Owner, Partnership, Corporation

## Standard Provisions of Agreement

1. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

2. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.

3. This Agreement contains the entire Agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreement, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.

5. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Consultant shall only act as an advisor in all governmental relations.

8. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers, documents, and drawings provided Client's account is paid current.

9. Client acknowledges that its right to utilize the services and work product provided pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this Agreement as well as all work product provided pursuant to this Agreement.

10. Client and Consultant agree to cooperate with each other in every way on the project.

11. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this Agreement.

12. Consultant makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.

14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services.

15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the two ALTA Survey Statements attached hereto and incorporated herein by reference. In the event that Consultant is required to sign a statement or certificate which differs from the ALTA Survey Statements contained in the attachment, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment.

16. If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of grading plans but exclude construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Appendix, Chapter 33 or local grading ordinances and Client will be required to retain such services from another Consultant or pay Consultant pursuant to this Agreement for such services as extra work in accordance with Provision 26.

17. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

18. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

19. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

20. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.

21. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this Agreement. For lump sum work the amount due shall be based upon the Consultant's estimate of the percent complete at the time that the invoice is prepared.

22. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.

23. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-fourth percent (1¼%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

24. If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.

25. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining compensation.

26. Client agrees that if Client requests services not specified pursuant to the scope of services description within this Agreement, Client agrees to pay for all such additional services as extra work.

27. In the event the staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services.

28. Client acknowledges that the design services performed pursuant to this Agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this Agreement does not include construction staking services by Consultant for this project, or if subsequent to this Agreement Client retains other persons or entities to provide such staking services; or if the scope of services pursuant to this Agreement does not include onsite construction review, construction management, observation of construction of engineering structures, or other construction services for this project, or if subsequent to this Agreement Client retains other persons or entities to provide such construction services, then Client acknowledges that such services will be performed by others, and that Client will defend, indemnify, and hold Consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of Consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of Consultant.

29. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils

engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

30. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, that all of the costs of preparation, examination and filing for the Record of Survey will be paid by Client as extra work in accordance with Provision 26.

31. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns, or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible in damages nor shall Consultant be deemed to be in default of this Agreement.

32. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The Client agrees that it is the responsibility of the Client to maintain in good standing all government approvals and permits and to apply for any extensions thereof.

33. Consultant makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of Client to verify costs.

34. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

35. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.

36. Estimates of land areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.

37. In the event the Client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications and documents or does not follow recommendations or reports prepared by Consultant pursuant to this Agreement, which changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.

38. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.

39. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services or work product before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.

40. Client agrees to limit the liability of Consultant, its principals, employees and their subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

41. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional insured as their interest may appear.

42. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

43. The Client hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, delays or otherwise against the Consultant, its principals, employees, and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.

44. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement or in any way connected with the performance of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

45. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

46. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts that arise during the

design or construction of the project or following the completion of the project, the client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and homeowner associations and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

47. (a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding Consultant's fees pursuant to this contract, and if the fee dispute cannot be settled pursuant to Provision 46, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

48. Client agrees to reimburse the Consultant for any time and expense incurred for depositions or appearances at any legal proceedings requested by Client or duly authorized attorney, or when required by a subpoena or court action, as may be required from the Consultant performing work under this Agreement. Client agrees to indemnify and reimburse the Consultant for costs and expenses that may result in legal actions taken against the Consultant unless it is determined by a court of law that the Consultant was negligent in his services leading to such action. Consultant shall be paid by Client for such time and expense at his normal charge-out rate for professional services applicable at the time.

49. Any applicable statute of limitations pertaining to all causes of action, latent or patent, shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of Substantial Completion.

50. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

# City Council Agenda Item

## Interim City Manager Staff Report

### New Business

**Item No:** 15.A.  
**Date:** January 14, 2016  
**Subject:** Consider and introduce and approve first reading of Ordinance No. 553, An Ordinance of the City Council of the City of Dunsmuir amending Section 17.12.070 of the Dunsmuir City Code to allow Single Family Houses in Central Commercial (C-2) Zone by Right and in the Historic District (C-2HD) Combining Zone with an Approved Conditional Use Permit

PMC, City's consultant for updating the Housing Element recommended changes first to the Zoning Ordinance that were required to comply with State law and had been agreed to be done by the City in 2010. When those changes were booked it was found that single family housing residential use was eliminated from C-2 Zone and C-2HD zone. This was not intended and is not required to comply with State law or get Housing Element certified.

The Planning Commission reviewed this situation at several meetings and took public input. The draft Ordinance follows the resolution of intent adopted by the Planning Commission to correct the elimination of single family residential uses in C-2 and C-2HD.

**Recommendation:** Move to read Ordinance No. 553 by number and title only.

Move to introduce and pass first reading of Ordinance No. 553, An Ordinance of the City Council of the City of Dunsmuir Amending Section 17.12.070 of the Dunsmuir City Code to allow Single Family Houses in Central Commercial (C-2) Zone by right and in the Historic District (C-2HD) Combining Zone with an Approved Conditional Use Permit, and to set February 4, 2016 for public hearing thereon and consideration of approval of second reading and possible adoption thereof.

## **ORDINANCE NO. 553**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR AMENDING SECTION 17.12.070 OF THE DUNSMUIR CITY CODE TO ALLOW SINGLE FAMILY HOUSES IN CENTRAL COMMERCIAL(C-2) ZONE BY RIGHT AND IN THE HISTORIC DISTRICT (C-2HD) COMBINING ZONE WITH AN APPROVED CONDITIONAL USE PERMIT**

**WHEREAS**, amendments to Title 17 may be initiated by the Planning Commission on the adoption of a Resolution of Intent, per 17.24.020.C; and,

**WHEREAS**, the Planning Commission did approve such Resolution of Intent No. 2015-20 at its December 9, 2015 Planning Commission meeting; and,

**WHEREAS**, single family houses were deleted as an allowable use in the C-2-zone when Ordinance 546 was adopted on May 21, 2015, to accommodate updates required to bring City of Dunsmuir Zoning Ordinance into compliance with State law regarding housing; and,

**WHEREAS**, the deletions of single family houses was inadvertent and not necessary; and,

**WHEREAS**, the City of Dunsmuir promotes a walkable, mixed use town, but also wishes to protect the historic core (HD combining District) as primarily commercial; and,

**WHEREAS**, a public hearing has been duly noticed and held on January 14, 2016.

**NOW, THEREFORE, IT IS ORDAINED** by the Dunsmuir City Council as follows:

**Section 1.** That certain text in Section 17.12.070 of the Dunsmuir Municipal Code is amended as shown on Attachment A.

**Section 2. Severability.** If any section, subsection, sentence, clause, phrase or portion of the Ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances. The City Council of the City of Dunsmuir hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

**Section 3. Publication.** The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code section 36933 and shall certify to the adoption of this Ordinance.

**Section 4. Effective Date.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

\* \* \* \* \*

**Introduced** and first read at a regular meeting of the City Council on the 14<sup>th</sup> day of January, 2016, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINING:

**FINAL PASSAGE AND ADOPTION** by the City Council of the City of Dunsmuir occurred at a regular meeting thereof held on the 4<sup>th</sup> day of February, 2016, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINING:

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Josh Spurlock, Mayor

ATTEST:

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Kathryn Wilson, City Clerk

**ATTACHMENT A to ORDINANCE No. 553**

Existing Municipal Code text shown with new text in bold and underlined

**• Chapter 17.12 - USE REGULATIONS FOR SPECIFIC DISTRICTS**

Sections:

- **17.12.010 - Use regulations.**

The following uses will be allowed and the following regulations shall apply in the districts established under Section 17.08.010.

**17.12.070 - Central commercial C-2 district. 17.12.070 – Central commercial C-2 district.**

Uses: None but the following uses, or uses which in the opinion of the planning commission are similar will be allowed	Use Permit Required	Maximum Allowable Height (Feet)	Minimum Building Site Required (Feet)		Minimum Lot Width Required (Feet)		Maximum Allowable Lot Coverage by Buildings or Structures
			Corner Lot	Interior Lot	Corner Lot	Interior Lot	
Churches, schools, parks, playgrounds, and public buildings and <b><u>Single Family structures in the Historic District</u></b>	Yes						
As specified in the R district, Sections 17.12.020, 17.12.030, 17.12.040							

Uses: None but the following uses, or uses which in the opinion of the planning commission are similar will be allowed	Use Permit Required	Maximum Allowable Height (Feet)	Minimum Building Site Required (Feet)		Minimum Lot Width Required (Feet)		Maximum Allowable Lot Coverage by Buildings or Structures
			Corn ner Lot	Interior Lot	Corn er Lot	Interior Lot	
Residential uses, second floor and above only	No	As specified in the R district, Sections 17.12.020, 17.12.030, 17.12.040					
<u>single family structures not in the Historic District</u>	<u>No</u>	<u>As specified in the R district, Sections 17.12.020, 17.12.030, 17.12.040</u>					
Employee housing - small, second floor and above only	No	30	6,500	5,500	65	55	40%
Supportive housing, second floor and above only	No	30	6,500	5,500	65	55	40%

Uses. None but the following uses, or uses which in the opinion of the planning commission are similar will be allowed	Use Permit Required	Maximum Allowable Height (Feet)	Minimum Building Site Required (Feet)		Minimum Lot Width Required (Feet)		Maximum Allowable Lot Coverage by Buildings or Structures
			Corner Lot	Interior Lot	Corner Lot	Interior Lot	
Transitional housing, second floor and above only	No	30	6,500	5,500	65	55	40%
Group care homes - small, second floor and above only	No	30	6,500	5,500	65	55	40%
Emergency Shelter <sup>1</sup>	No	35	6,500	5,500	65	55	75%

<sup>1</sup>See Section 17.16.120

Uses	Minimum Front Yard Required (Feet)	Minimum Side Yard Required (Feet)		Minimum Rear Yard Required (Feet)		Minimum Lot Area Per Family Unit	Minimum Off-Street Parking Space Required
		Corner Lot	Interior Lot	Corner Lot	Interior Lot		
Churches, schools, parks, playgrounds, public buildings, <b><u>and single family structures</u></b>	As specified in the R districts, Sections 17.12.020, 17.12.030, 17.12.040						The planning commission may prescribe the amount of parking for uses not listed herein
Residential uses, second floor and above only	As specified in the R districts, Sections 17.12.020, 17.12.030, 17.12.040						
Employee housing - small	20	10		5	20	20	5,500 One garage or carport per

Uses	Minimum Front Yard Required (Feet)	Minimum Side Yard Required (Feet)		Minimum Rear Yard Required (Feet)		Minimum Lot Area Per Family Unit	Minimum Off-Street Parking Space Required
		Corner Lot	Interior Lot	Corner Lot	Interior Lot		
Supportive housing	20	10	10	5	20	20	One garage or carport per dwelling
Transitional housing	20	10	10	5	20	20	One garage or carport per dwelling
Group care homes - small	20	10	10	5	20	20	One garage or carport per dwelling
Emergency Shelter <sup>1</sup>	20	10	10	5	10	20	See 17.12.120

The planning commission may prescribe the amount of parking for uses not listed herein

<sup>1</sup>See Section 17.12.120

- (Prior code App. A § 4.06)
- \* Minimum 10-foot setback from adjacent residential or commercial zones with screen required.
- (Ord. 487 § 2, 1994; prior code App. A § 4.06A)

**City of Dunsmuir Planning Commission**  
**Staff Report**

Prepared By Arlene Dinges, Planning Consultant

- Date of Meeting: December 9, 2015
- Item no.: 8. B.
- Proposed Action: Re-establishing single family houses as an allowable use in the C-2 zone, except for the Historic District combining zone.
- Existing Conditions: Single Family residences were inadvertently eliminated as allowed uses during the adoption of revised Zoning Ordinance text recommended by the consultant preparing the Housing Element Update. This elimination is not required by the State. The elimination was an oversight and has the potential to create financial hardships for existing owners (See June 3<sup>rd</sup> staff report).
- Status: The Commission considered this matter on June 3, 2015 and requested staff to bring back additional information. On November 11<sup>th</sup>, staff set various options to consider, ranging from simple reinstatement of the previous rights to block-by-block study of what might be appropriate in specific locations based on existing conditions. The Commission recommended that single-family houses (existing and new) be allowed in the C-2 zone, but not the C-2 HD zone (Historic District combining zone) since the purpose of the historic district is generally core commercial. Residences will still be allowed in the historic district and in the regular C-2 district on upper stories of commercial buildings.
- Environmental review: Houses used to be allowed in the C-2 Zone by right and therefore ministerial projects as recently as July 2015. Returning them to the list of allowable uses as ministerial projects will not create a negative environmental impact. An Exemption from CEQA has been prepared per Section 21084 of the Public resources Code.

**15300.1. Relation to Ministerial Projects**

Section 21080 of the Public Resources Code exempts from the application of CEQA those projects over which public agencies exercise only ministerial authority. Since ministerial projects are already exempt, categorical exemptions should be applied only where a project is not ministerial under a public agency's statutes and ordinances. The inclusion of activities which may be ministerial within the classes and examples contained in this article shall not be construed as a finding by the Secretary for Resources that such an activity is discretionary.

**Note:** Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

Recommendation: Hear public comments. Review draft resolution of intention prepared in accordance with Section 17.24 of the Dunsmuir Municipal Code, and amend as appropriate. Consider CEQA exemption. Act on CEQA and resolution.

Attachments:

- A. Resolution of Intent
- B. June 3, 2015 Staff report
- C. Matrix re Single family houses in C-2

Item 8. B.  
Attachment A

\*FL (6-0)

RESOLUTION OF INTENTION NO. PC-2015-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUNSMUIR EXPRESSING THE INTENTION TO INITIATE A ZONE TEXT AMENDMENT REINSTATING SINGLE FAMILY HOUSES AS AN ALLOWABLE USE IN THE C-2 CENTRAL COMMERCIAL ZONE AND AS A CONDITIONAL USE IN THE HISTORIC DISTRICT COMBINING ZONE

WHEREAS, Section 17.24.020 B. of the Dunsmuir Municipal Code authorizes the Planning Commission to initiate amendments to the zoning ordinance; and,

WHEREAS, it has been found that the public convenience and general welfare of the city would be served by re-instating single family houses as allowable uses in the C-2 zone but will require individual consideration in the Historic District; and,

WHEREAS, a public hearing was advertised on Monday, November 30 in the Siskiyou Daily news; and,

WHEREAS, the Planning Commission has held a public hearing on December 9, 2015 and considered public testimony on the matter.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Planning Commission finds this matter is exempt from CEQA as a simple reinstatement of a ministerial use per Section 21084 of the Public Resources Code; and

The Planning Commission further requests City staff to initiate a zone text amendment to reinstate single family houses as an allowable use in the C-2 Central Commercial zone and as a conditional use in the C-2 Historic District Combining Zone.

Resolution of Intention No. PC-2015-\_\_\_\_\_

Page 2 of 2

IT IS HEREBY CERTIFIED that the foregoing PC Resolution 2015-\_\_\_\_\_ was duly presented and adopted this 9<sup>th</sup> day of December, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: December 9, 2015

ATTEST:

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Kathryn Wilson, City Clerk

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Chairperson

Item 8. B.  
Attachment B

**City of Dunsmuir Planning Commission  
Staff Report**

Prepared By Arlene Dinges, Planning Consultant

Date of Meeting:	June 3, 2015
Proposed Action	Discussion regarding Single Family houses used as residences in the non-residential zones.
Purpose of Review	Acknowledge the potential financial impact to home owners or prospective home owners of existing houses in non-commercial zones. Determine the will of the Planning Commission and Discuss options to clarify that how to codify that intent.
Existing Conditions.	<p>Dunsmuir currently is comprised of many houses that are historic in nature. Many of those are in neighborhoods that are now zoned commercial. This was to accommodate expansion of the commercial core as Dunsmuir grows. In many towns, older homes are converted to office or retail use as the downtown core expands due to economic growth. In reality, Dunsmuir has experienced a significant reduction in population, and the push for expansion has not been realized.</p> <p>Dunsmuir recognizes the cultural and aesthetic value of its older homes, and has adopted a mixed use philosophy in its commercial zones, however, there are some difficulties and challenges for home owners. Finance policies have changed in recent years making it difficult to sell or refinance a house, particularly in the -2 Central commercial zone unless because the code does not clearly state the structure and the use have legal status to exist, exercise typical rights of home ownership, and even rebuild. The recent code revisions prepared by PMC for the housing element have removed the ability for a single family structure to survive as a house, as a Conditional Use Permit will no longer be available as a vehicle to allow it to remain a residence. Once in effect it will put all single family residences in the C-2 zone into the category of non-conforming use, and houses will be non-conforming structures.</p>

Table A on the following page summarizes how Dunsmuir currently addresses residential uses all zones.

Supplemental Issues: Non-conforming uses and Non-conforming structures have limited viability in any zone. "Nonconforming use" means a use that does not conform to the regulations for the district in which it is situated. See attachment #2 for more information.

Environmental review: This action does not meet the definition of a project under the California Environmental Quality Act and therefore does not require review.

Recommendation: Direct staff to proceed with a specific course of action to clarify or amend the code with regard to houses in the Commercial zone.

Attachments: Table A summarizing Residential uses by zone  
Copy of Code Sections on non-conforming uses and non-conforming buildings

Table A – Summary of Residential Uses by Zone

<u>Zone</u>	<u>Residential type</u>	<u>Restrictions</u>
R-1 Single family residential	Single Family	By right
R-2 Duplex residential	Single Family	By right
	Duplex	By right
R-3 Multiple family residential	Single family and Duplex	By right
	Multiple family	By right
	Single room occupancy	Conditional use permit
R-4 Multiple-residential and professional	Single family, Duplex and Multiple Family	By right
	Hotels and Motels and Single room occupancy	Conditional use permit
C-1 Neighborhood commercial	Single family, Duplex and Multiple Family	By right
	Hotels, motels and Single room occupancy	Conditional Use Permit
C-2 Central commercial	Living quarters in any commercial building or use	By right on the second floor or above
	Churches, schools, parks, playgrounds, public buildings <del>and residential uses</del>	Conditional use permit <b>This has been deleted from the code per the PMC code changes</b>
C-M Service commercial	Living quarters for watchmen or owner-operator only	Conditional use permit
L-M Light industrial	Living quarters for watchmen or owner-operator only	By-right
M Industrial	None	

7.16.070 - Nonconforming uses.

- A. The lawful use of land or buildings existing under and pursuant to Ordinance No. 220, zoning ordinance of the city of Dunsmuir and existing at the time of the adoption of the ordinance codified in this title although such use does not conform to the regulations herein specified for the district in which such land is located, may be continued provided no such **use shall be enlarged or increased, nor be extended to occupy a greater area than that occupied by such use at the time of the adoption of the ordinance codified in this title, and that if any such use ceases, the subsequent use of such land shall be in conformity to the regulations specified by this title for the district in which such land is located.**
- B. The nonconforming use of a portion of a building may be extended throughout the building; provided, that in each case a use permit shall first be obtained.
- C. **If nonconforming uses cease voluntarily by the owner for a continuous period of six months, it shall be considered abandoned and shall thereafter be used only in accordance with the regulations for the district in which it is located.**

*(Prior code App. A § 5.50)*

• 17.16.080 - Nonconforming buildings.

- A. **Nonconforming buildings damaged or destroyed by fire, explosion, earthquake or other act to the extent of more than fifty (50) percent of their reasonable value as determined by the building inspector, may be restored only if made to conform to all of the regulations of the district in which located, except that dwellings in R districts may be so restored on lots having width of not less than forty-five (45) feet and areas of not less than four thousand five hundred (4,500) square feet without the requirement that use permits first be secured.**
- B. Nonconforming buildings damaged or partially destroyed by fire, explosion, earthquake, or other act to an extent of **less than fifty (50) percent of their reasonable value, may be restored and the use thereof may be continued on condition that said restoration is started within six months and diligently continued to completion; provided, that such nonconforming building or use shall not be enlarged.**
- C. **Ordinary maintenance and repairs** may be made to any nonconforming building provided no structural alterations are made, and providing, that **such work in any one-year period does not exceed fifteen (15) percent of the reasonable value of said building. Other repairs may be permitted; provided, that a use permit shall first be secured in each case.**

*(Prior code App. A § 5.60)*

## Attachment D - Matrix on the Issue of Single Family houses in the C-2 Zone

The way the revised code reads, no residential uses would be allowed in the C-2 zone unless above commercial. They become legal, non-conforming uses. However residential uses need to be legal in the C-2 zone, at least in existing houses. The lending institutions are looking for letters from the City that make these uses legal to continue in case of a disaster like a fire burning more than half of the structure, so they can be rebuilt and will not be considered non-conforming.

	Option to Consider	PROS	Restores to property owners the same right they had before.	CONS	Effect
1	Add the CUP ability back in for residences in houses	Restores to property owners the same right they had before.	They Still need a CUP for a 1 <sup>st</sup> floor residence or a single family house	Leaves everyone else neutral	
2	Allow residences in houses without a CUP	Slightly more permissive	PC does not have the ability to study on a case by case basis	A new business could be wary of locating adjacent to residential due to noise etc.	
3	Rezone some blocks to C-1	Already allows single family homes, so that problem goes away	Affects neighbors by allowing different uses adjacent to them than they may have had before Also may jeopardize other existing commercial in the block.	At least 7 existing businesses would need CUP's if new or sold. At least 2 existing business would not be allowed if new or sold.	
4	Rezone some blocks to R-4	Already allows single family homes, so that problem goes away, and other uses are generally quieter -less commercial, more professional	Affects neighbors by allowing different uses adjacent to them than they may have had before. Also may jeopardize other existing commercial in the block	At least 5 existing businesses would need CUP's if new or sold. At least 6 existing businesses would not be allowed if new or sold.	
5	Rezone some lots to C-1 or R-4	Very case specific but requires more work and more time.	Be careful with spot zoning - it needs to make sense - logical progression of uses with buffers. And if you don't think it should be re-zoned, then they have been given no relief.	Requires additional study	
6	Issue CUP's for all of the non-conforming parcels such that they become conforming as they currently as constructed.	Restores to property owners the same right they had before.	Time Consuming and financially burdensome in that a public hearing would be required for each.	Same effect as #1 after the CUP's are heard and granted.	

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

**Item No:** 15.B.  
**Date:** January 14, 2016  
**Subject:** Consider and approve and authorize Mayor to execute supplemental agreement for Lease of railroad property off Sacramento Avenue

As Liisa Stark was promoted by Union Pacific, others were hired to take her place and the place of those who worked for her and moved on. One such enterprising individual who is now serving as Manager in the Real Estate division recently toured Dunsmuir and looked at leased properties.

In one instance he found that leased property for beautification project was, subsequent to the lease entered into by City and Railroad, made into diagonal parking. This project has been existent for many years being constructed with grant monies.

Railroad is asking that lease be amended to reflect use of property other than as beautification project. They are also asking for annual lease payment for use of property of \$3,000 which is presented as the lowest lease amount railroad charges for lease of properties. They are not asking for retroactive payments.

**Recommendation:** Move to approve Supplemental Agreement for Lease of Railroad Property adjacent to Sacramento Avenue for continuing use as parking and landscaped area and fence, and authorize Mayor to execute said agreement with an initial annual lease payment of \$3,000.



December 14, 2015  
Folder: 01633-73

RANDY JOHNSON  
DUNSMUIR, CITY OF  
5915 DUNSMUIR AVENUE  
DUNSMUIR CA 96025

RE: Supplemental Agreement for Lease Audit No. 230732, Covering Use of Railroad Property at  
Dunsmuir, California

Dear Mr. Johnson:

Pursuant to your request, I have attached for execution two (2) originals of the above-referenced Supplemental Agreement.

In the enclosed envelope, please return the following:

1. **ALL ORIGINALS** of the Agreement signed by the appropriate party. If approved by the Railroad Company, a fully-executed original will be returned to you for your records.

If you have any questions regarding this Agreement, please contact me at (402) 544-8805.

Sincerely,

Schia Cloutier  
Manager - Real Estate

## SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and DUNSMUIR, CITY OF, a municipal corporation, whose address is 5915 Dunsmuir Avenue, Dunsmuir, California 96025 ("Lessee").

### RECITALS:

By instrument dated October 10, 2003, Lessor and Lessee, or their predecessors in interest, entered into an agreement ("Basic Agreement"), identified as Audit No. 230732, at Dunsmuir, California.

### AGREEMENT:

IT IS AGREED between Lessor and Lessee to modify the Basic Agreement as follows:

#### Article 1. EFFECTIVE DATE.

This Supplemental Agreement is effective January 11, 2016.

#### Article 2. SUBSTITUTION OF PRINT.

The print dated December 14, 2015, attached as Exhibit 'A', shall be substituted for the print dated September 04, 2003, attached to the Basic Agreement.

#### Article 3. AMENDMENT OF ARTICLE I OF THE BASIC AGREEMENT.

Effective January 11, 2016, Article I of the Basic Agreement is amended to read as follows: The Premises may be used for beautification, lessee-owned fence and public parking.

#### Article 4. RENT.

A. Effective January 11, 2016, Lessee agrees to pay to Lessor Three Thousand Dollars (\$3,000.00) annually. The rent shall be increased by Three Percent (3%) annually cumulative and compounded.

B. Not more than once every Three (3) years Lessor may redetermine the rent. In the event that Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

**Article 5.     AGREEMENT SUPPLEMENT.**

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

**UNION PACIFIC RAILROAD COMPANY**

**DUNSMUIR, CITY OF**

By: \_\_\_\_\_  
          Manager - Real Estate

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

NOTE: Use Change



Folder: 01633-73

RANDY JOHNSON  
DUNSMUIR, CITY OF  
5915 DUNSMUIR AVENUE  
DUNSMUIR CA 96025

Dear Mr. Johnson:

RE: Supplemental Agreement for Lease Audit No. 230732, Covering Use of Railroad Property at  
Dunsmuir, California

Attached is your copy of the fully-executed original of the Supplemental Agreement for the Lease covering the above-referenced property.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. **Prior to digging on the Railroad's property you must contact the Railroad Company at 1-800-336-9193 to determine if this property contains fiber optic cable.** In any event, you should thoroughly review the terms and conditions of this Lease.

In compliance with the Internal Revenue Service's policy regarding its Form 1099, this is to advise you that that 94-6001323 is Union Pacific Railroad Company's Federal Taxpayer Identification Number and we are doing business as a corporation.

Sincerely,

Schia Cloutier  
Manager - Real Estate  
(402) 544-8805

## City Manager

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**From:** City Manager  
**Sent:** Monday, December 14, 2015 5:09 PM  
**To:** 'Josh Spurlock'; 'Bryce Craig'; bigdave.keisler@yahoo.com; 'Nick Syrrist'; 'Bruce Deutsch'  
**Cc:** 'Jim Elkins'; jskenny@lawksn.com  
**Subject:** Union Pacific Request for amendment to lease of their property

Apparently in 2003 a lease was entered between railroad and City to allow City to beautify property on east side of Sacramento Street and install fence to provide some level of safety between those on Sacramento Ave and railroad tracks.

In 2005 the City improved City property (street right of way) and some of the leased railroad property by constructing diagonal parking.

It is now 2015 and the railroad has a new property agent who visited and inspected properties leased to the City. He was naturally concerned about improvements on the property creating a use not anticipated in the existing lease. Staff has researched City files and finds no mention of contact with railroad in 2005 or before or after about constructing parking. City Engineer worked on parking project and does not recall contacting railroad about constructing parking.

I have received notice that railroad is willing to amend lease and include parking as an approved use on the leased property for \$3,000 per year. It appears this will be total lease amount so I will find out what current lease amount is so we can know how much of an increase there is.

When we have done some more research staff will put this on agenda for Council to approve and create public record about.

Randy

# City Council Agenda Item

## Interim City Manager Staff Report

### New Business

**Item No:** 15.C.  
**Date:** January 14, 2016  
**Subject:** Consider and approve transitioning to ParcelQuest online

For the last 15 plus years the City has shared a license (account with ParcelQuest) with City of Weed and City of Mt. Shasta for parcel information about properties in Siskiyou County. As a part of each of the cities' planning process, and other applications, it is necessary to be able to provide mailing lists to notify adjacent properties of proposed activities, to provide mailing lists for Proposition 218 elections, identify property owners for code enforcement, and other city activities.

ParcelQuest is in the process of improving their service from quarterly updated disc to continuously updated online service. In doing so they are requiring each City have a direct license and increasing the annual subscription from \$304.20 for each City to \$1,000 for each City. By agreeing to participate in this improved program, and being a long term client, ParcelQuest has offered a free trial period of one year to the City of Dunsmuir while ParcelQuest transitions us to the new program and discontinues the existing program.

This really is a sole source provider of information that is needed for City operations. The other cities have already enrolled in the new program.

**Recommendation:** Move to approve transition to ParcelQuest online, accept \$1,000 as initial annual fee, and authorize staff to negotiate a fixed annual fee for future years.



PARCELQUEST

193 Blue Ravine Road, Suite 120  
Folsom, California 95630-3898  
P. (888) 217-8999 F. (916) 817-4110  
www.parcelquest.com

January 6, 2016

Pamela Russell  
Finance Director  
City of Dunsmuir  
5915 Dunsmuir Avenue  
Dunsmuir, CA 96025

Customer ID: 8584

Dear Pam:

Below is a **REVISED** plan to transition the City of Dunsmuir to ParcelQuest online over the next few years. This replaces the proposed timeline and fees dated August 11, 2015.

As you know, the City of Dunsmuir, through its partnership order with the City of Weed, has been a loyal and valued customer of ParcelQuest for a long time. For over fifteen years Dunsmuir licensed a quarterly Siskiyou County data and map disc. ParcelQuest online, on the other hand, is by design a web hosted solution offering unlimited, per-user access to dynamically updated property data and maps, integrated within an online mapping interface. Siskiyou County is updated daily on ParcelQuest online! Online offers significantly greater value and therefore the pricing for ParcelQuest online is different from the disc. A single, annual online user license is **\$1,799.00**; 3 to 9 users are **\$1,499.00** each per year, and 10 to 24 users are **\$1,249.00** each per year.

**Relax**, because we are not forcing any of our disc customers into full pricing right now! However 2015 was the last year to renew the PQ4 disc product. Therefore, we are committed to assisting our customers explore all options to meet their California property data and map needs.

1. **Continue ParcelQuest Disc**, the final disc will ship to the City of Weed in January 2016, so you should receive your copy within a week or so.
2. **Begin a FREE TRIAL** of ParcelQuest's flagship Navigator online service to use from now through March 2016 alongside the existing discs. You may have as many online users as you wish.
3. If PQ Navigator will meet the city's needs, we are proposing a fixed annual fee of **\$1,000.00**. A new invoice would be issued in April 2016 for **\$1,000.00**. This would cover a new annual, online license period through March 2017.
4. If the City of Dunsmuir chooses to continue with ParcelQuest online in April of 2017 and beyond, **ParcelQuest will work with your staff** to confirm the service level and number of users deemed necessary. Most likely we will agree on a new fixed annual fee.

Pam, I am confident once the staff become familiar with the service, the additional benefits available to online users have the potential to provide a significant increase in productivity. Both the City of Weed and Lake Shastina CSD have converted to ParcelQuest Online. Please share this proposal with Julie and the other ParcelQuest users. Justin Richardson from Acme Computer has agreed to administer the users and provide some local training. **In addition I am scheduling a north-state training visit the week of April 27 – 29, 2016**, so please plan to set aside some time for some hands on training.

Sincerely,

Paul Cowden  
Director of Sales & Business Development  
cc: Justin Richardson, Acme Computer