

**AGENDA FOR THE REGULAR MEETING  
DUNSMUIR CITY COUNCIL  
COUNCIL CHAMBERS  
5902 DUNSMUIR AVE, DUNSMUIR, CA  
JULY 7, 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**
  - (1) PUBLIC EMPLOYMENT**

**Title: Interim City Manager Interview**
- 5. OPEN SESSION PUBLIC EMPLOYMENT-Discussion and potential action regarding Interim City Manager Compensation**
- 6. ADJOURN BACK TO CLOSED SESSION: Title: Interim City Manager Appointment**
- 7. REPORT FROM CLOSED SESSION**
- 8. FLAG SALUTE**
- 9. APPROVAL OF AGENDA**
- 10. APPROVAL OF MINUTES:**

June 7, 2016  
June 16, 2016
- 11. COMMITTEE REPORTS**
  - a. Economic Development/Tourism**
  - b. Finance**
  - c. Public Facilities and Services**
  - d. Public Safety**
  - e. Airport**
  - f. Solid Waste**
  - g. Mossbrae**
  - h. Audio Visual**
  - I. Veteran's Memorial**
- 12. ANNOUNCEMENTS AND PUBLIC COMMENT**

Regular City Council meetings are televised on Channel 15 to keep City residents informed of City Council actions and deliberations that affect the community. Meetings are scheduled

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

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

### **13. 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.

### **14. 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. AB2788 Maintenance of Effort Prop 172 Public Safety Revenues
- B. June 2016 check register
- C. Authorize Acting City Manager to execute agreement with State Controller's office to prepare Annual Streets report
- D. Resolution 2016- Parks Make Life Better Month: July 2016
- E. Re-appointment of Pamela Stock as Acting City Manager through July 21, 2016

### **15. 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.
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- A. First Reading of Ordinance 555- single family houses by right in C-2
  - B. Second reading and adoption of the revised Housing Element of the General Plan

### **16. OLD BUSINESS**

- A. Ordinance 551 - Second reading and adoption of Ordinance 551- Sign ordinance regarding banners, pennants and signs in commercial and manufacturing zones
- B. Consider and accept revised plans for Community Building
- C. Consider and accept Addendum #3 for Community Building remodel

**17. NEW BUSINESS**

- A. Carol Ford: Consider and accept request for qualifications for updated layout plan and pavement study, accept responses to the RFQ's, authorize negotiations' with respondents, authorize independent cost analysis, authorize City Manager to execute contracts for the work upon receipt of grant award from FAA
- B. Discussion and possible action to appoint four Planning Commissioners to terms ending June 30, 2020
- C. Discussion and possible action on Resolution 2016- Consideration of whether City Clerk should be elective or appointed position
- D. Discussion and possible action on Resolution 2016- Sending City Clerk position to November Election

**17. 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 July 4, 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.

Julie Iskra  
Julie Iskra, Deputy City Clerk

07-01-2016  
Date

**CITY OF DUNSMUIR  
SPECIAL CITY COUNCIL MEETING MINUTES  
JUNE 7, 2016**

**1. CALL TO ORDER:**

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

**2. ROLL CALL:**

Councilmembers present: Deutsch, Keisler, Craig, Shanta, Spurlock

City staff present: Stock, Attorney Rob Taylor, Iskra

**3. PUBLIC COMMENT ON CLOSED SESSION ITEM: None**

**4. ADJOURN TO CLOSED SESSION**

1. Public Employment – pursuant to Section 54957 Title: Acting City Manager

2. Conference with Legal Counsel: Anticipated Litigation

**5. REPORT FROM CLOSED SESSION:**

Mayor Spurlock announced

1. Direction was given to Pam Stock, Acting City Manager regarding new direction for an Acting City Manager

2. Gave direction to legal counsel on how to move forward

**7. APPROVAL OF AGENDA:**

Motion by Keisler to approve the agenda, seconded by Shanta. Voice vote: 5-0-0-0

**8. APPROVAL OF MINUTES: None**

**9. COMMITTEE REPORTS: None**

**10. ANNOUNCEMENTS AND PUBLIC COMMENT:**

Laurie Barnes suggested the Council move the microphones nearer to their face for the broadcast

Ann Powers suggested the community needs a calendar for all the meetings including City Council, Planning Commission, including Special Meetings and Committee Meetings

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

Craig agrees that the City needs to do a better job posting meetings, the challenge is sometimes a short lead time

Mayor Spurlock agreed the City needs to improve

Shanta suggested a white board in the window for residents without a computer showing the meetings

Keisler commended ACM Stock for an outstanding job and thanked the attorney for

being here, Railroad Days is this weekend, and the foundation has been poured for the light at Caboose Park and the light will be installed Thursday  
Deutsch stated the Airport will meet on the second and fourth Tuesdays in the Council Chambers, Economic Development and Tourism meets the fourth Monday

**12. CONSENT AGENDA:** None

**13. PUBLIC HEARING:** None

**14. OLD BUSINESS:**

A. (1) Report prepared by City Attorney was reviewed, major change is voluntary garbage rather than mandatory, could create more nuisance abatement, choice is to adopt tonight or send to November 8 election

Council discussion: initiative could be a health/safety problem, could decrease revenue and reserves, increase staff time

Public Comment:

Ana Mulvaney suggested creation of task force, she has many vacation homes in her neighborhood who may opt out of garbage creating a nuisance problem

Carolyn Rivard asked if citizens could opt out or choose when they needed service

Mario Rubino suggested a citizens committee, could be a problem with 50% of garbage bills going outside the City

City Council Comment:

Deutsch is concerned that the City did the Prop 218 process correctly with no protests  
City Attorney reminded the Council that the City does not have the resources to fight this, City needs to be neutral, Council members have their own opinion

Craig not in favor of initiative, the City needs mandatory garbage service, citizens have the right to put out legislation, in favor of putting on the November 8 ballot

Motion by Keisler to approve Resolution 2016-13 sending the garbage initiative to the November 8, 2016 election, seconded by Craig. Voice vote: 5-0-0-0

A.(2) Report prepared by City Attorney cites a possible 27% reduction in revenue, in towns where medical marijuana is approved the water use typically increases, could be increase in enforcement, no money to make improvements, miss out on grant funding

Public Comment:

Ana Mulvaney stated that she felt the initiative was a waste of taxpayers money, commended the work on water pipes

Carolyn Rivard disagreed with both resolutions

Mario Rubino cautioned signers of petitions that they need to know what they are signing and the cost of the initiatives is paid through their bills

City Attorney stated that the as the revenue goes down improvements are in jeopardy.

City Council Comment:

Mayor Spurlock stated that both measures are bad for the City, the revenues will go down and the costs will go up, only 100 people signed the petition, months was spent on this project, need to bring level up to be able to fix infrastructure

Deutsch stated only 40 people protested the Prop 218 rate increase but 100 people signed this initiative?

Craig stated that the City cannot achieve the goals with this initiative, the current plan achieves the results

Motion by Keisler to approve Resolution 2016-14 sending the water/sewer initiative to the November 8, 2016 election, seconded by Craig. Voice vote: 5-0-0-0

Craig stated that upon reflection it may not have been the best choice to send the Medical Marijuana initiative to the voters. If passed by the voters, then it can only be changed by the voters.

**15. NEW BUSINESS:** None

**16. ADJOURNMENT:**

Motion by Keisler to adjourn the meeting at 8:00 pm, seconded by Craig. Voice vote: 5-0-0-0

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Mayor Spurlock

ATTEST:

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Julie Iskra, Deputy City Clerk

**CITY OF DUNSMUIR  
CITY COUNCIL MINUTES  
June 16, 2016**

**CALL TO ORDER:**

Meeting was called to order by Mayor Spurlock at 5:30 pm.

**ROLL CALL:**

Council members present: Keisler, Shanta, Deutsch, Craig, Spurlock

City staff present: Acting City Manager Stock, Iskra

**PUBLIC COMMENT ON CLOSED SESSION:** None

**ADJOURN TO CLOSED SESSION**

City Council adjourned to Closed Session at 5:31 pm

**REPORT FROM CLOSED SESSION:**

City Council resumed Open Session at 6:01 pm

Mayor Spurlock announced that direction was given to staff to move forward with items of business

**APPROVAL OF AGENDA:**

Motion by Keisler to approve the agenda, seconded by Craig. Voice vote: 5-0-0-0

**APPROVAL OF MINUTES:**

Motion by Keisler to approve the June 2, 2016 minutes, seconded by Craig. Voice vote: 5-0-0-0

**COMMITTEE REPORTS:**

- a. Economic Development and Tourism

Deutsch reported the committee will be working with the Planning Commission to help with research for Centennial Park, the committee may consider a park design contest

Craig asked about the correct way to give direction to committees and the Planning Commission

- b. Finance: No meeting
- c. Public Facilities and Services: No meeting
- d. Public Safety: No meeting
- e. Airport:

Deutsch reported that the committee is working with Ford Aviation to coordinate with the FAA, two proposals have been received (one for layout plan and one for pavement management plan)

- f. Solid Waste: No meeting
- g. Mossbrae:

Craig reported that the committee has had two meetings, one with the Public Affairs Rep for Union Pacific, the second with the committee to lay out a strategy to get the property for the trail

- h. A/V

Deutsch reported that the committee has been working on a proposal for Siskiyou Media Council which is on this agenda (Item 15C)

**ANNOUNCEMENTS AND PUBLIC COMMENT:**

Arlene Dinges announced the Tribute to the Trees Concert on Saturday, thanks to Shanta and Keisler for their work

Richard Dinges thanked the City Council and staff for Railroad Days support

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

Keisler thanked citizens and staff for Railroad Days help, wants to donate \$80 in profits to the Veteran's Fountain repair, thanks to John Poston, Bill Willman and UP for their help getting the light up at Caboose Park

Shanta thought the light at Caboose Park looks great

Deutsch recognized the extra effort at City Hall with the City Manager on medical leave, CFO Pam Stock stepped up, new employee is starting soon in City Hall

Mayor Spurlock announced that he would be leaving town to help on a fire in New Mexico, he will be available via email/text/call and will attend meetings via skype

**CONSENT AGENDA:**

A. RE-appointment of Pamela Stock as Acting City Manager through July 7, 2016

Motion by Keisler to approve the Consent Agenda, seconded by Deutsch. Voice vote: 5-0-0-0

**PUBLIC HEARING:**

Introduction by Planning Consultant Dinges. Ordinance 551 will allow banners and pennants in the commercial and manufacturing zones, with restrictions, for a limited time with a permit.

Discussion among Council members about restrictions of fluorescent colors.

Public Comment: None

Council Comment:

Craig stated he did not see the need to ban fluorescent colors in the Ordinance. Recommendation to remove the language regarding fluorescent colors

Shanta also agreed that the fluorescent colors should be allowed in the Ordinance.

Motion by Craig to introduce and read Ordinance 551 by title only, seconded by Deutsch with corrections

Voice vote: 5-0-0-0

Direction from Council to staff to remove the ban on fluorescent colors for final reading.

**OLD BUSINESS:**

Discussion among Council members that changes and more information is needed to make a decision about airport rates.

Recommendation to continue this item to July 7, 2016 meeting.

**NEW BUSINESS:**

15A. ACM Stock explained that the required advertising did not happen so this item needs to be continued to July 7, 2016

Motion by Craig to continue to the July 7, 2016 meeting, seconded by Deutsch. Voice vote: 5-0-0-0

15B. Public Comment:

Guy Shoop is re-applying for a second term.

Brian Wilson is re-applying for another term.

Larry Baker is applying for the position vacated by Jerry Totten.

Motion by Craig to approve Resolution 2016-15, with corrections, appointing Brian Wilson, Guy Shoop and Larry Baker to the Dunsmuir Parks and Recreation Board of Directors for the term ending

June 30, 2020, seconded by Keisler. Voice vote: 5-0-0-0

6:58 pm Break for 5 minutes

7:03 pm Resume Council meeting

15C. Introduction by Deutsch: in 2015 Siskiyou Media Council submitted a proposal to upgrade the Council Chambers, the A/V committee has consulted with Siskiyou Media Council and Mt Shasta IT Services owner Kevin Allard to present a proposal

Greg Messer presented an overview of Siskiyou Media Council including the cities the Media Council serves along with a two phase proposal for equipment and software improvements totaling \$9978.69

7:40 pm Keisler leaves the meeting

Discussion among Council members regarding: lack of urgency, need for a faster connection, problem with streaming, concerns about the cost, staffing

Motion by Deutsch to table 15C (discussion and possible action regarding software/equipment purchase for Council Chambers) until the July 7, 2016 agenda, seconded by Craig. Voice vote: 4-1-0-0

**ADJOURNMENT:**

Motion by Craig to adjourn the meeting at 7:55 pm, seconded by Spurlock. Voice vote: 4-1-0-0

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**Mayor Spurlock**

**ATTEST:**

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**Deputy City Clerk Iskra**

**RESOLUTION NO. 2016-**

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

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

**SECTION 1.**

Fiscal Year of Certification: 2015/2016

AB2788 Maintenance-of-Effort (MOE) Calculation:

Total Public Safety Adopted Budget (Amount of Line 4.1 from Form A)	\$505,896
Less: Public Safety MOE (Amount of Line 3.2 from Form A)	\$311,536
Difference: Over/(Under) AB2788 MOE Requirements	\$194,360

**SECTION 2.**

The City Council hereby certifies that the calculation of Dunsmuir’s Public Safety Adopted Budget meets the Maintenance of Effort (MOE) Requirements.

**PASSED AND ADOPTED** at a regular meeting of the Dunsmuir City Council held on July 7, 2016, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Julie Iskra, Deputy City Clerk

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

Name of City/County: City of Dunsmuir

Fiscal Year of Certification: 2015-2016

AB2788 Maintenance-of-Effort (MOE) Calculation:

Total Public Safety Adopted Budget (Amount of Line 4.1 from Form A)	<u>\$505,896</u>
Less: Public Safety MOE (Amount of Line 3.2 from Form A)	<u>\$ 311,536</u>
Difference: Over/(Under) AB2788 MOE Requirements	<u>\$194,360</u>

Certification Statement:

I hereby certify that the City of Dunsmuir is over/under (please circle one) the AB2788 Maintenance-of-Effort requirements concerning the use of Proposition 172 revenues in the amount of \$194,360. Forms A, B, and C are submitted in support of this calculation. Detailed records concerning this calculation are available upon request and will be retained.

Signature of City/County Official: \_\_\_\_\_

Date signed:



Check Register Report

JUNE `2016 A/P

Date: 06/29/2016

Time: 3:33 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>							
48291	06/01/2016	Printed		29012	LEAGUE OF CALIFORNIA CITIES	J.SPURLOCK `2016 CM EX FORUM	750.00
48292	06/02/2016	Printed		1910	AT&T	MAY `16 TLEEPHONE SVC	3,954.49
48293	06/02/2016	Printed		9447	AUS SACRAMENTO MC LOCKBOX	C.H.MATS, WKLY LNDRY 6-1-16	96.05
48294	06/02/2016	Printed		2635	BASIC LABORATORY, INC.	FRENCH DRAIN LEACH LINE	9,105.80
48295	06/02/2016	Printed		4523	BURTON'S FIRE, INC.	12V SOLENOID RPLCMNT	75.50
48296	06/02/2016	Printed		10017	CAL-ORE COMMUNICATIONS	MAY & JUNE `16 COMM SVCS	40.40
48297	06/02/2016	Printed		5325	REBECCA CATLETT	CLN SVC 5-16, 30-16	74.25
48298	06/02/2016	Printed		6325	CLEMENS WASTE REMOVAL	WEIGHT/DUMP FEES	4,814.70
48299	06/02/2016	Printed		12750	DELL COMPUTER CORPORATION	4-TONER	363.35
48300	06/02/2016	Printed		10185	ARLENE DINGES	4-31-16/5-29-16 PLANNING SVCS	590.42
48301	06/02/2016	Printed		11255	ELECSYS INTERNATIONAL CORP	JULY `2016 MO MAINT CHRGS	223.50
48302	06/02/2016	Printed		10354	FEDERAL SIGNAL CORPORATION	LABOR FLAT RATE RPR	270.00
48303	06/02/2016	Printed		5219	FERGUSON ENTERPRISES INC,1423	COD MATS	1,139.86
48304	06/02/2016	Printed		47610	FISCHER'S SISKIYOU BACKHOE	RNT HNDCP TOILET T.PARK	291.82
48305	06/02/2016	Printed		31212	MANFREDI'S DEPOT	4-2/5-26/16 VEH FUEL	621.42
48306	06/02/2016	Printed		35505	NORTHLAND CABLE TELEVISION	JUNE `16 HIGH SPEED INTERNET	80.91
48307	06/02/2016	Printed		37106	OFFICEMAX CONTRACT INC.	COLOR PUSH PINS	248.48
48308	06/02/2016	Printed		39560	PERSONNEL PREFERENCE, INC	IBBS, DARRELL B. 5-22-16	801.60
48310	06/02/2016	Printed		45110	MARIO J. RUBINO	JUNE `16 TREASURER MO. STIPEN	50.00
48311	06/02/2016	Printed		47520	SHASTA AUTO SUPPLY	SOLENOID	48.96
48312	06/02/2016	Printed		24164	SISKIYOU COUNTY CLERK	NOTICE OF EXP UPDT HSNG ELEMGP	50.00
48313	06/02/2016	Printed		47676	SMITH BUILDING SERVICES, LLC	MAY `16 BLDG INSP SVCS	1,416.67
48314	06/02/2016	Printed		48260	SPORTSMEN'S DEN	ALEX DUNS AWARD,CIT OF YR AWRD	89.48
48315	06/02/2016	Printed		53810	US BANK EQUIPMENT FINANCE	5-20-16-6-20-16 COPIER, PRNTRS	771.93
48316	06/02/2016	Printed		50850	VERIZON WIRELESS	APR/MAT`16 CELL SVC	499.01
48317	06/10/2016	Printed		1223	ADAMS ASHBY GROUP, INC.	Labor Compliance-CDBG 8968	1,200.00
48318	06/10/2016	Printed		9447	AUS SACRAMENTO MC LOCKBOX	Reissue-Weekly Lndry-5-4-16	96.05
48319	06/10/2016	Printed		2635	BASIC LABORATORY, INC.	Reissue: Spcl Proj Drinking W	192.00
48320	06/10/2016	Printed		12705	CENTURY COMTEL, INC.	CC. phone set up	1,154.66
48321	06/10/2016	Printed		10180	CVCWA	Freshwater Mussels Coll Study	1,275.50
48323	06/10/2016	Printed		9885	DUNSMUIR TIRE	Flat Repair	18.00
48324	06/10/2016	Printed		10328	HD SUPPLY FACILITIES	Reissue-CA SLA Tax Inv	230.91
48325	06/10/2016	Printed		9246	JERRY L HILL	Reissue-Reim Emt Cert.	68.00
48326	06/10/2016	Printed		22620	JULIE ISKRA	Reim: Chamber Table	42.99
48327	06/10/2016	Printed		31625	MEYER & SONS HEATING	Reissue-Misc Parts/Sub Pump	648.30
48328	06/10/2016	Printed		10325	MICHAEL BAKER	Prof. Service-Housing Element	1,044.71
48329	06/10/2016	Printed		9870	MT SHASTA AREA NEWSPAPERS	PH Notice-Sign Ord.	100.00
48330	06/10/2016	Printed		39860	QUALITY CONTROL SERVICES	On Site SVC Bal Scales	190.00
48331	06/10/2016	Printed		47213	SCHLUMBERGER CONSULTING	Engineering-Community Building	3,043.75
48332	06/10/2016	Printed		9918	SISKIYOU MEDIA COUNCIL	5/5 & 5/19 Mtg's	400.00
48333	06/10/2016	Printed		00010	WHITEHAWK CONSTRUCTION	PPE#1-So. Dunsmuir Water Main	221,908.22
48334	06/10/2016	Printed		1225	ACME COMPUTER	Dep. New Office Workstation	1,509.08
48335	06/10/2016	Printed		1215	ALSCO	Uniform Cleaning	32.00
48336	06/10/2016	Printed		40490	PROTEL ANSWERING SERVICE	Annual Answering Service	970.00
48337	06/10/2016	Printed		10045	RA MARTIN CONSTRUCTORS INC	2010 CDBG Waterline Prj.	396,620.72
48340	06/17/2016	Printed		514	ADVANCE INFOSYSTEMS FORMS	Monthly U/B Processing	412.17
48341	06/17/2016	Printed		9447	AUS SACRAMENTO MC LOCKBOX	Weekly Mat/Uniform	1,212.12

Check Register Report

JUNE '2016 A/P

Date: 06/29/2016

Time: 3:33 pm

Page: 2

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>							
48342	06/17/2016	Printed		2635	BASIC LABORATORY, INC.	Quarterly Effluent Testing	497.40
48343	06/17/2016	Printed		1117	BLACK BUTTE TRANSFER STATION	Dump Fees	16.00
48344	06/17/2016	Printed		3572	BLUE CROSS OF CALIF	7-1-16-Life Insurance Prem.	214.05
48345	06/17/2016	Printed		10356	BILL BROOKS	Refund Dep. B. Brooks #351501	150.00
48346	06/17/2016	Printed		4523	BURTON'S FIRE, INC.	Annual Testing	720.00
48347	06/17/2016	Printed		5325	REBECCA CATLETT	CLN SRV 6/2-6/12	148.50
48348	06/17/2016	Printed		9850	DUNSMUIR HARDWARE	May Supplies	539.87
48349	06/17/2016	Printed		5219	FERGUSON ENTERPRISES INC,1423	Stock Parts	2,416.05
48350	06/17/2016	Printed		9999999515	FORD AVIATION CONSULTANTS, INC	May Prof. Service	1,600.00
48351	06/17/2016	Printed		10357	WILLIAM GARNER	Refund Dep. W. Garner #24802	150.00
48352	06/17/2016	Printed		17013	GOLD NUGGET PRINTING CO.	Patient Notes Forms	181.46
48353	06/17/2016	Printed		10339	GOLDEN STATE EMERGENCY	Calif Sls Tax invoice C1002958	15.02
48354	06/17/2016	Printed		22145	INTERSTATE SALES	Street Paint Supplies	340.97
48355	06/17/2016	Printed		10358	JAMIE MEREDITH	Refund Dep. J. Meredith #11035	150.00
48356	06/17/2016	Printed		33120	MOUNTAIN COUNTIES SUPPLY CO.	Mat 16' Veh Fuel	1,426.52
48357	06/17/2016	Printed		9870	MT SHASTA AREA NEWSPAPERS	Ad-Op. in Training	288.20
48358	06/17/2016	Printed		10336	MUNICIPAL EMERGENCY SERVICES	5 sets turnouts	11,088.90
48359	06/17/2016	Printed		44615	RECORD SEARCHLIGHT	AD-Operator in Training	390.70
48360	06/17/2016	Printed		9977	STEVE RICE	CC lighting repair	90.00
48361	06/17/2016	Printed		47659	SISKIYOU COUNTY EDC	SCTI 3rd Quarter	1,877.97
48362	06/17/2016	Printed		57228	SOLANO'S HOME IMPROVEMNT CTR	Supplies/Maintenance	249.33
48363	06/17/2016	Printed		48255	SOUSA READY MIX, LLC.	Ready Mix-Short Load	415.20
48364	06/17/2016	Printed		9413	STATEWIDE TRAFFIC SAFETY	Custom Signs/Traffic Paint	626.54
48365	06/17/2016	Printed		50840	UNION PACIFIC RAILROAD CO	5750 Sac. Ave. Lease	5,134.42
48366	06/17/2016	Printed		58038	WINGFOOT COMM. TIRE SYS.,LLC	#320 tires x 2	312.66
48367	06/17/2016	Printed		1923	AXCES INDUSTRIAL SUPPLY INC.	Float Away Degreaser	2,716.50
48368	06/17/2016	Printed		4050	BORGES & MAHONEY	Potassium Iodine	193.71
48369	06/17/2016	Printed		12705	CENTURY COMTEL, INC.	Monthly Telephone Service	696.61
48370	06/17/2016	Printed		39005	PACE ENGINEERING, INC.	North Dunsmuir Main	69,367.50
48371	06/24/2016	Printed		9447	AUS SACRAMENTO MC LOCKBOX	Weekly Mats/Cleaning	96.05
48372	06/24/2016	Printed		2635	BASIC LABORATORY, INC.	Drinking Water Monitoring-Spc	833.00
48373	06/24/2016	Printed		9820	CITY OF DUNSMUIR	June Utilities	557.70
48374	06/24/2016	Printed		10185	ARLENE DINGES	5/30-6/20 Planning Service	645.00
48375	06/24/2016	Printed		3000	FREMOUW ENVIRONMENTAL SERVICES	Haz. Waste Cleanup	6,783.00
48376	06/24/2016	Printed		9999999244	GOOD MEDICINE A MEDICAL CORP	Employment Phy.-Belzer	120.00
48377	06/24/2016	Printed		33151	MT SHASTA RECREATION	Senior Meals-May	132.00
48378	06/24/2016	Printed		39560	PERSONNEL PREFERENCE, INC	Prof. Service-lbbs	2,439.80
48379	06/24/2016	Printed		1215	ALSCO	Uniform Cleaning	32.00
48380	06/24/2016	Printed		9272	MT. LASSEN TROUT FARMS, INC.	Catchables 0-799 lbs.	813.72

Total Checks: 86

Checks Total (excluding void checks): 772,284.13

Total Payments: 86

Bank Total (excluding void checks): 772,284.13

Total Payments: 86

Grand Total (excluding void checks): 772,284.13



**BETTY T. YEE**  
**California State Controller**

**CONTRACT FOR SERVICES TO PREPARE  
THE ANNUAL STREET REPORT**

This contract is executed in triplicate, between the Office of the State Controller, Division of Audits, and the City of Dunsmuir.

Whereas Section 2151 of the California *Streets and Highways Code* requires the cities to file an Annual Street Report;

Whereas Section 2151 of the California *Streets and Highways Code* requires this Report to be filed with the Controller on or before October 1 of each year; and

Whereas the Controller is able to furnish and the city wishes to receive the services of the Controller to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2016, the Controller shall assist in the preparation of the city's report.
- II. The report shall be in the form prescribed by the Controller.
- III. The report shall include a statement of all revenues and expenditures concerning city streets, and shall be prepared from the city's records made available to the Controller.
- IV. The report will be prepared from the city's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein. The city understands that the report is subject to subsequent review by the Controller and exceptions may be taken at the time regarding the legality of expenditures contained in the report or the accuracy of the records from which the report was prepared.
- V. The Controller will furnish sufficient personnel to complete the report on or before October 1, 2016, except that the Controller is excused from such date if the city's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the Controller and the city or if circumstances beyond the control of the parties prevent completion.
- VI. The city will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VII. The city will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.

- VIII. The city will make any decision that involves management functions related to the non-audit service and accepts full responsibility for such decisions.
- IX. The city will evaluate the adequacy of the services performed and any findings that result.
- X. This contract is subject to the Controller's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the *State Administrative Manual*. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XI. Except as provided in paragraph XII, the aggregate cost of services provided under this agreement shall not exceed \$2500.
- XII. If unforeseen circumstances develop during the course of the Controller's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the Controller is to be compensated for any additional time required. In any case, the Controller shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XIII. Upon completion of the report, the Controller will furnish one copy to the city and will retain one copy.
- XIV. The city will pay the Controller for services rendered in a timely manner (including additional time pursuant to paragraph XII) and hereby warrants that funds are available from which payment may be made.
- XV. Either party may terminate this contract by giving seven days written notice. Notice may be served in person or by mail on the officer at the following address and is effective upon receipt. During the seven-day period, the Controller may continue with the preparation of the report then in progress.

Christopher Lek, Interim Bureau Chief  
 Local Government Audits Bureau  
 Division of Audits  
 Post Office Box 942850  
 Sacramento, CA 94250-5874

City of Dunsmuir

BETTY T. YEE  
 STATE CONTROLLER

By: \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 JEFFREY V. BROWNFIELD  
 Chief, Division of Audits

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

## **RESOLUTION NO. 2016-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR PROCLAIMING JULY 2016 AS PARKS MAKE LIFE BETTER! MONTH**

**WHEREAS**, Parks and Recreation makes lives and communities better now and in the future; and

**WHEREAS**, it is established through statewide public opinion research that 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program; and most park use is with family and friends; and

**WHEREAS**, residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during non-school hours; it promotes the arts, it increases social connections; aids in therapy; and promotes lifelong learning; and

**WHEREAS**, residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and group sports; and

**WHEREAS**, parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and

**WHEREAS**, the residents of Dunsmuir including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, community pool, facilities and programs offered at the Dunsmuir City Park, provided by the Dunsmuir Recreation and Parks District; and

**WHEREAS**, the Dunsmuir City Council urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods; and

**WHEREAS**, July is celebrated across the nation as Parks and Recreation Month,

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Dunsmuir hereby proclaims July as Parks Make Life Better! Month and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.

**IT IS HEREBY CERTIFIED** that this Resolution was introduced and duly adopted by the City Council of the City of Dunsmuir at a regular meeting held on July 7, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Josh Spurlock, Mayor

ATTEST:

---

Julie Iskra, Deputy City Clerk

## CITY OF DUNSMUIR NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Dunsmuir City Council will hold a public hearing on July 7, 2016 at 6:00 p.m., to consider the following actions:

- First reading of Ordinance 555 regarding a Zone Text Amendment to re-instate single family houses as an allowable use by right in the C-2 Central Commercial zone, and with an approved conditional use permit in the C-2HD Central Commercial Historic District Combining Zone.
- Second reading of a Resolution to Adopt the revised Housing Element of the General Plan, deleting obsolete goals that have been attained and adding language in keeping with state mandates.

The hearing will be held in the City Chambers which are located across the street from City Hall at 5902 Dunsmuir Avenue in the City of Dunsmuir.

If you have any questions or comments, or wish to review the project files, please contact Pam Stock, Acting City Manager, Dunsmuir City Hall, 5915 Dunsmuir Avenue, Dunsmuir, CA 96025, or by telephoning (530) 235-4822. Since comments are part of the official record, please be sure that all comments submitted are legible, including the name of the author or signatory.

Pamela Stock  
Interim City Manager  
City of Dunsmuir

**ORDINANCE NO. \_\_\_\_**

**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 City Planning Commission did approve such Resolution of Intention at its December 9, 2015 Planning Commission meeting; and,

WHEREAS, the City Council of the City of Dunsmuir deleted single family houses as an allowable use in the C-2-zone when it adopted Ordinance 546, on May 21, 2015, to accommodate updates required to bring our codes 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;

NOW, THEREFORE, BE IT RESOLVED that The Dunsmuir City Council hereby finds that this item is exempt from CEQA per Section 21080 of the Public Resources Code since it is a reinstatement of a ministerial action; and

BE IT FURTHER RESOLVED that the Dunsmuir City Council hereby adopts Ordinance-\_\_\_\_\_, to amend certain text in Section 17.12.070 of the Dunsmuir Municipal Code as shown on Attachment A.

IT IS HEREBY CERTIFIED that the foregoing Ordinance was duly introduced and adopted by the City Council this \_\_\_day of \_\_\_\_\_, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

ATTEST:

---

City Clerk

---

Mayor

**ATTACHMENT A TO ORDINANCE \_\_\_\_\_**

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</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
			Corner Lot	Interior Lot	Corner Lot	Interior Lot	
<u>Historic District</u>							
Residential uses, second floor and above only	No	As specified in the R district, Sections 17.12.020, 17.12.030, 17.12.040					
Residential - Single family house	Yes	Minimum: As specified in the R district, Sections 17.12.020, 17.12.030, 17.12.040 And as conditioned by CUP.					
<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>					

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	
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%
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%

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	Corner Lot	
			Interior Lot	Interior Lot	

<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>and single family structures</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	5,500	The planning commission may prescribe the amount of parking for uses not listed herein One garage or carport per dwelling
Transitional housing	20	10	10	5	20	20	5,500	One garage or carport per dwelling
Group care homes - small	20	10	10	5	20	20	5,500	One garage or carport per dwelling
Emergency Shelter <sup>1</sup>	20	10	10	5	10	20	-	See 17.12.120

<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)

**RESOLUTION NO. 2016-9**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF DUNSMUIR  
APPROVING THE UPDATED HOUSING ELEMENT TO THE  
DUNSMUIR GENERAL PLAN**

**WHEREAS**, the City has completed the 2014 update of the Housing Element to the Dunsmuir General Plan; and

**WHEREAS**, the Housing Element has been reviewed by the California Department of Housing and Community Development who have submitted comments that have been incorporated into the Plan; and

**WHEREAS**, the Dunsmuir Planning Commission has reviewed and approved the Plan and have recommended that the City Council adopt the updated Housing Element.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dunsmuir that the Updated Housing Element to the Dunsmuir General Plan is hereby adopted.

**IT IS HEREBY CERTIFIED**, that the foregoing resolution was first ready at a regular meeting of the City Council on the 16<sup>th</sup> day of May, 2016 by the following vote:

**AYES:** Craig, Deutsch, Keisler, Shanta

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Spurlock

**FINAL PASSAGE AND ADOPTION** by the City Council of the City of Dunsmuir occurred at a regular meeting thereof held on the 7<sup>th</sup> day of July, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN;**

**ABSENT;**

**ATTEST:**

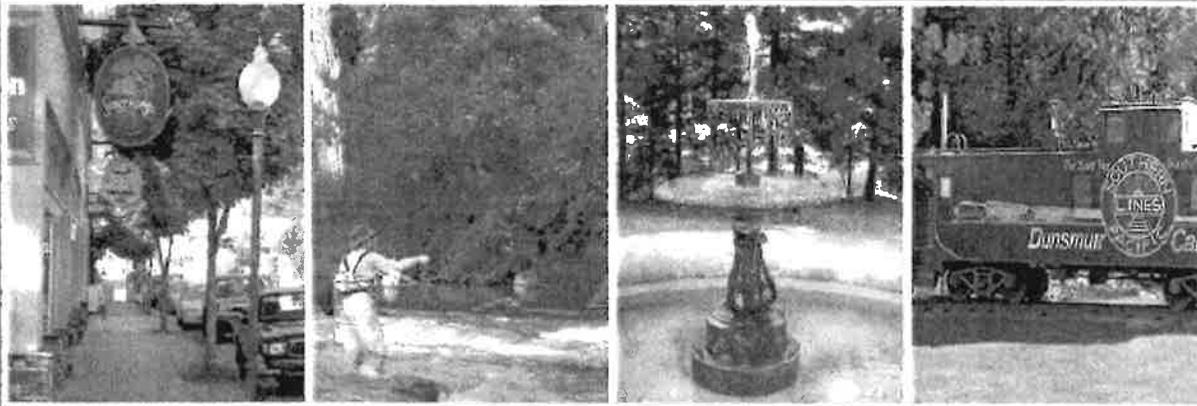
---

Mayor Spurlock

---

Julie Iskra, Deputy City Clerk

# CITY OF DUNSMUIR



## 2014-2019 Housing Element Update

May 2016

Prepared by:

**Michael Baker**

**INTERNATIONAL**

2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670  
(916) 361-8384



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## **GOALS, POLICIES, AND PROGRAMS**

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# GOALS, POLICIES, AND PROGRAMS

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## INTRODUCTION

The Housing Element of the General Plan is a comprehensive statement by the City of Dunsmuir of its current and future housing needs for all income levels and proposed actions to facilitate the provision of housing to meet those needs. The policies contained in this element are an expression of the statewide housing priority to allow for the "attainment of decent housing and a suitable living environment for every Californian," as well as a reflection of the unique concerns of the community. The purpose of the Housing Element is to establish specific goals and policies relative to the provision of housing, and to adopt an action plan toward this end. In addition, the element identifies and analyzes housing needs, resources and constraints to meeting those needs.

The City of Dunsmuir Housing Element is based on five strategic goals:

- 1) Provide for a variety of housing types and cost for all segments of the population.
- 2) Ensure that the City's development standards and/or processing requirements are not a constraint to the development of affordable housing.
- 3) Ensure persons are provided a choice of housing locations within the community regardless of age, race, color, national origin, religion, gender, family status, or disability.
- 4) Ensure that the quality, safety, and livability of housing in the city is continually maintained or upgraded, and that dilapidated units that cannot be improved are replaced.
- 5) Pursue sustainable development and energy efficiency for new residential development and existing housing stock.

In accordance with state law, the Housing Element is to be consistent and compatible with other General Plan elements. Additionally, the Housing Element is to provide clear policy and direction for making decisions pertaining to zoning, subdivision approval, housing allocations, and capital improvements. State law (Government code Sections 65580 through 65589) mandates the contents of the Housing Element. By law, the Housing Element must contain:

- An assessment of housing needs and an inventory of resources and constraints relevant to meeting those needs.
- A statement of the community's goals, quantified objectives, and policies relevant to the maintenance, improvement, and development of housing.
- A program that sets forth a five-year schedule of actions that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the Housing Element.

The housing program must also identify adequate residential sites available for a variety of housing types for all income levels; assist in developing adequate housing to meet the needs of very low-, low-, and moderate-income households; address governmental constraints to housing

maintenance, improvement, and development; conserve and improve the condition of the existing affordable housing stock; and promote housing opportunities for all persons.

Even though the focus of the Housing Element will be on lower- and moderate-income households, the element must also address the housing needs and policy issues for the entire community and be consistent with the adopted policies of the rest of the General Plan. Thus, the Housing Element's focus is to balance the desires of residents, maintain neighborhood character, manage traffic, and minimize visual and other impacts of new development, while addressing the needs of low- and moderate-income households and special needs groups.

## **PUBLIC PARTICIPATION PROCESS**

State law requires jurisdictions to make a diligent effort to achieve participation by all segments of the community in preparing a Housing Element. The Housing Element was developed through the combined efforts of City staff, the Planning Commission, the City Council, and the City's consultant. Community input was solicited at a public workshop with the Planning Commission on January 22, 2014, during the drafting of the Housing Element. Prior to this workshop the City contacted various housing-related organizations through direct mailings and the community through public notices in the local newspaper. Three members of the public attended. The Planning Commission had a few questions regarding adequate land inventory sites and the required rezoning program from the 2009 Housing Element. Commission members also had questions about emergency shelters and sought clarification as to whether emergency shelters were just for shelter after a natural or manmade disaster.

The City continued to solicit community feedback upon completion of the draft through public hearings of the Planning Commission and City Council. Consistent with Government Code Sections 65090 and 65091, public notices were advertised in the *Dunsmuir News* at least 10 days prior to the hearings. Further, in an effort to allow all economic segments of the community ample time to review and comment on the draft, the City placed copies for review at Dunsmuir City Hall and the Dunsmuir Public Library for approximately 60 days. On March 9, 2016, as part of the regular Planning Commission meeting, the Planning Commission recommended to the City Council that the housing Element be sent to HCD for the initial review. During that meeting, two members of the public made comments regarding Housing Element and housing in the City. These comments involved some landlords in the City excluding low-income renters in their projects, and where would future housing be placed. On March 17, 2016, as a part of the regular City Council meeting, the City Council approved the sending of the Housing Element to HCD for its initial review. No public comments were made during this meeting.

Special interest groups that received direct mailings during the Housing Element update process were:

- Golden Umbrella
- Karuk Tribe
- Klamath Tribe
- Modoc Tribe
- Pit River Tribe
- Quartz Valley Indian Community
- Shasta Nation
- Siskiyou County Public Health and Community Development
- Siskiyou County Economic Development Council

- Siskiyou County Domestic Violence & Crisis Center
- Siskiyou Home Health Services
- Siskiyou Habitat for Humanity
- Siskiyou County Special Education Office
- Siskiyou Opportunity Center
- Siskiyou County Board of Realtors
- Winnemem Wintu Tribe
- Wintu Tribe of Northern California

## GENERAL PLAN CONSISTENCY

State law requires that the Housing Element contain a statement of “the means by which consistency will be achieved with other general plan elements and community goals” (California Government Code, Section 65583[c][6][B]). This requires an evaluation of two primary characteristics: (1) an identification of other General Plan goals, policies, and programs that could affect implementation of the Housing Element or that could be affected by the implementation of the Housing Element; and (2) an identification of actions to ensure consistency between the Housing Element and affected parts of other General Plan elements.

The remainder of the City's General Plan comprises the following seven elements: (1) Land Use; (2) Open Space and Conservation; (3) Circulation; (5) Safety; (6) Noise; and (7) Historic Preservation. The Housing Element builds upon the other General Plan elements and is entirely consistent with the policies and proposals set forth by the General Plan. As portions of the General Plan are updated in the future, the General Plan (including the Housing Element) will be reviewed to ensure internal consistency is maintained. This includes any future update of the Safety and Conservation elements consistent with Government Code Section 65302 (per Assembly Bill (AB) 162). If any disadvantaged unincorporated communities are identified in the City's sphere of influence due to analysis required to comply with Senate Bill (SB) 244, the City will amend the Land Use Element per SB 244 requirements.

## REVIEW OF PREVIOUS HOUSING ELEMENT

An important aspect of the Housing Element is an evaluation of programs included in the previously adopted Housing Element. The evaluation provides valuable information on the extent to which programs have been successful in achieving stated objectives and addressing local needs, and the extent to which these programs continue to be relevant in addressing current and future housing needs in the City of Dunsmuir. The evaluation also provides the basis for recommended modifications to programs and the establishment of new objectives in the Housing Element. **Appendix A, Housing Programs Implementation Summary**, contains an analysis of the City's programs for the prior planning period.

## 2014–2019 GOALS, POLICIES, AND PROGRAMS

This section of the 2004–2019 Housing Element presents the City of Dunsmuir's updated goals, policies, and programs relative to the development, improvement, and maintenance of housing in the city during the 2014–2019 planning period. These goals, policies, and programs supersede the previous programs (i.e., those evaluated in **Appendix A**).

In general, housing goals express the desired future conditions for which specific actions are directed. The City's goals are ideals that have been determined by the citizens as desirable and deserving of community time and resources to obtain. Policy statements are more specific and have a shorter range. Programs are action statements that are more specific still and provide well-defined guidelines for decision-making and implementation.

Please note: the term "affordable housing" is used in the goals, policies and programs listed below is defined as housing affordable to moderate, lower, very-low and extremely-low income households.

**Goal HE.1:** Provide for a variety of housing types and cost for all segments of the population.

**Policy HE.1.1:** The City will encourage housing suitable to a variety of income levels and household sizes and types.

**Program HE 1.1.1:** As developers inquire locally about potential residential development projects, they will be advised of the need for affordable housing in the city, especially in the form of multi-family housing and innovative reuse of existing structures. At this initial inquiry, developers will be provided information on vacant land, underutilized properties, zoning, development standards, density bonuses, sewer and water availability, and the City's willingness to support applications to nonprofit housing sponsors for funding.

Responsibility: City Manager

Financing: General Fund

Timing: Ongoing

**Program HE.1.1.2:** Encourage the development of affordable housing (in particular extremely low-income housing units) by maintaining low fee requirements. When fee increases are deemed necessary, lower fees will be maintained, whenever possible, for affordable housing projects.

Responsibility: City Council

Financing: General Fund

Timing: Evaluate fees annually; ongoing

**Program HE.1.1.3:** Upon submittal of residential development plans, the City will encourage and support those plans which include lower-income housing (in particular extremely low-income housing units) in areas appropriate to the needs and desires of the population it would serve. "Encourage and support" as used herein means:

- Consider spreading development fee costs over a three- to five-year payment period to help reduce initial impact, at time of project review.
- Provide density bonus or other concessions in accordance with Government Code Section 65915.
- Allow phasing of infrastructure whenever possible at time of project review.
- Any other practical actions on the part of the City that will help keep development costs low and protect housing affordability.

Responsibility: Building Department and Planning Commission

Financing: General Fund

Timing: When applications are received

**Program HE.1.1.4:** In order to solicit assistance and support for lower-income housing, the City will contact nonprofit housing sponsors and governmental agencies that are capable of subsidizing lower-income housing.

Responsibility: City Manager and City Council

Financing: General Fund

Timing: Annually or as appropriate

**Policy HE.1.2:** Continue to promote housing for persons with special needs.

**Program HE.1.2.1:** Amend the Zoning Ordinance to provide individuals with disabilities reasonable accommodation in rules, land use and development policies, practices, and procedures that may be necessary to ensure equal access to housing. The City will also make information available about requesting reasonable accommodation with respect to zoning, land use, permit processing, fees or building codes.

Responsibility: Planning Commission and City Council

Financing: General Fund

Timing: Within six months of Housing Element adoption

**Program HE.1.2.2:** In order to help meet the needs of extremely low-income persons and households, the City will prioritize funding and/or offer financial incentives or regulatory concessions to encourage the development of single-room occupancy units and/or other units affordable to the extremely low-income, such as supportive and multi-family units.

Responsibility: Planning Commission and City Council

Financing: Grant Funding and General Fund

Timing: January 2016, apply for grant funding two times during the planning period

**Program HE.1.2.3:** The City will work with housing providers to ensure that special housing needs are addressed for extremely low-income households, seniors, large families, female-headed households, female-headed households with children, persons with disabilities and developmental disabilities, and homeless individuals and families. The City will seek to meet these special housing needs through a combination of regulatory incentives, zoning standards, new housing construction programs, and supportive services programs. The City will promote market-rate and affordable housing sites, housing programs, and financial assistance available from the city, county, state, and federal governments. In addition, the City will seek funding under state and federal programs designated specifically for special needs groups such as seniors, persons with disabilities, and persons at risk for homelessness.

Responsibility: City Manager, Planning Commission and City Council

Financing: Federal Housing Opportunities for Persons with AIDS, California Child Care Facilities Finance Program, and other state and federal programs designated specifically for special needs groups

Timing: Seek funding at least two times during the planning period; all program components are ongoing

**Policy HE.1.3:** Provide adequate sites to meet the City's share of regional housing needs.

**Program HE.1.3.1:** Coinciding with the annual General Plan progress report, the City will update and review the inventory of vacant residential land in the city and amend zoning and land use designations, as necessary, to ensure an adequate supply of vacant land to accommodate the City's share of regional housing needs.

Responsibility: City Manager, Planning Commission, and City Council

Financing: General Fund

Timing: Annually

**Goal HE.2:** Ensure that the City's development standards and/or processing requirements are not a constraint to the development of affordable housing.

**Policy HE.2.1:** Remove constraints to the development and availability of housing for all segments of the population.

**Program HE.2.1.1:** Continue to review the effectiveness of the Zoning Ordinance and make revisions if it is found that provisions of the ordinance are creating unusual constraints on the affordability and availability of housing.

Responsibility: Planning Commission and City Council

Financing: General Fund

Timing: Every two years

**Program HE.2.1.2:** The City, in its review of development proposals, should allow exceptions or revisions to City ordinances related to zoning, density, services, or other incentives based on the merits of the project, when it is the intent of the developer to provide affordable housing for local residents. This could include the use of CDBG funds to assist in the cost of public improvements.

Responsibility: Planning Commission and City Council

Financing: General Fund, grant funding

Timing: As appropriate and ongoing

**Goal HE.3:** Ensure persons are provided a choice of housing locations within the community regardless of age, race, color, national origin, religion, gender, family status, or disability.

**Policy HE.3.1:** Prevent housing discrimination based on age, race, color, national origin, religion, gender, family status, or disability.

**Program HE.3.1.1:** Continue to inform residents of their rights under fair housing law by posting and maintaining notices at City Hall, in the hallway outside of the Council Chambers, and at the Dunsmuir Branch Library regarding the availability of a fair housing information and referral contact at City Hall. The notice will include the name and phone number of the contact person (i.e., the City Manager) and any other information deemed relevant by the City Council.

Responsibility: City Manager

Financing: General Fund

Timing: Ongoing

**Program HE.3.1.2:** Refer known incidents of discrimination in the sale or rental of housing and lending practices to the Siskiyou County District Attorney and the Office of Fair Housing and Equal Opportunity at the US Department of Housing and Urban Development for action.

Responsibility: City Manager

Financing: General Fund

Timing: Ongoing

**Goal HE.4:** Ensure that the quality, safety, and livability of housing in the city is continually maintained or upgraded, including measures to improve energy conservation, and that dilapidated units, which cannot be improved, are replaced.

**Policy HE.4.1:** Initiate all reasonable efforts to preserve, conserve, and enhance the quality of existing dwelling units and residential neighborhoods to ensure full utilization of the City's existing housing resources for as long as physically and economically feasible.

**Program HE.4.1.1:** With a goal of assisting seven households over the next five years, the City will continue to apply for Community Development Block Grant (CDBG) funding and apply for funding from Home Investment Partnerships Program (HOME) and CalHome programs. The Housing Rehabilitation Program shall be publicized through the development of informational material made available at City Hall, and the library.

Responsibility: City Council and City Manager

Financing: Grant funding, General Fund

Timing: 2014–2019; apply for a new grant every two years

**Program HE.4.1.2:** Continue to require and support abatement of unsafe residential structures, giving property owners reasonable opportunities to correct deficiencies and offering incentives (such as financial assistance under the housing rehabilitation program) when available to support rehabilitation of unsafe structures.

Responsibility: City Manager and City Council

Financing: Grant funding

Timing: As funding becomes available; continuous upon evidence of a hazard

**Goal HE.5.** Pursue sustainable development and energy efficiency for new residential development and existing housing stock.

**Policy HE.5.1.** Promote the use of energy conservation measures in all housing, including very low-, low-, and moderate-income housing.

**Program HE.5.1.1:** Provide information on currently available weatherization and energy conservation programs to residents of the city. The City will have information available for the public at the front counter of City Hall and will distribute information through an annual mailing.

Responsibility: City Manager

Financing: General Fund

Timing: Mailings annually; ongoing

**Program HE.5.1.2:** Continue to enforce state requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and encourage residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access through development standards contained in the Zoning Ordinance, Building Code, and Specific Plans as appropriate.

Responsibility: City Manager and City Council

Financing: General Fund, grant funding

Timing: Whenever units are rehabilitated using CDBG funds and ongoing

**QUANTIFIED OBJECTIVES**

**Table 1** summarizes Dunsmuir’s quantified objectives for the 2014–2019 planning period. These objectives represent a reasonable expectation of the maximum number of new housing units that will be developed and conserved, and the households that will be assisted over the 2014–2019 planning period based on policies and programs in this document. These objectives have been identified with reference to the Regional Housing Needs Allocation prescribed by the California Department of Housing and Community Development. (See **Table B-49** and related discussion.)

**Table 1  
Quantified Objectives, 2014–2019**

	Income Category					TOTAL
	Extremely Low	Very Low	Low	Moderate	Above Moderate	
New Construction	3	4	7	8	12	34
Rehabilitation	2	2	2	1	0	7

*Note: The City has not established an objective for the preservation of affordable housing as there are no units at risk of conversion during the current planning period.*

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**APPENDIX A**

**HOUSING PROGRAMS IMPLEMENTATION**

**SUMMARY**

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## APPENDIX A - HOUSING PROGRAMS IMPLEMENTATION SUMMARY

**Table A-1** provides a summary of the City's progress with regard to implementing programs contained in the 2009–2014 Housing Element, the effectiveness of these programs, and whether the programs will be continued in the 2014–2019 Housing Element.

**Table A-1**  
**Implementation of 2009–2014 Housing Element Programs**

Program	Progress/Effectiveness	Appropriateness
<p><b>Program HE 1.1.1:</b> As developers inquire locally about potential residential development projects, they will be advised of the need for affordable housing in the City, especially in the form of multi-family housing and innovative reuse of existing structures. At this initial inquiry, developers will be provided information on vacant land, underutilized properties, zoning, development standards, density bonuses, sewer and water availability, and the City's willingness to support applications to nonprofit housing sponsors for funding.</p> <p><b>Responsibility:</b> City Administrator and Building Department</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> Ongoing</p>	<p>There have been no developer inquiries during the planning period that would have initiated implementation of this program.</p>	<p>Continue.</p>
<p><b>Program HE.1.1.2:</b> Encourage the development of affordable housing by maintaining low fee requirements. When fee increases are deemed necessary, lower fees will be maintained, whenever possible, for affordable housing projects.</p> <p><b>Responsibility:</b> City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> Ongoing</p>	<p>The City increased its sewer and water connection fees in 2011 by \$53 and \$20, respectively. These fees were maintained in 2012. Overall, the City's fees remain low and do not discourage the production of affordable housing.</p>	<p>Modify to specifically address extremely low-income households and continue.</p>

Program	Progress/Effectiveness	Appropriateness
<p><b>Program HE.1.1.3:</b> Upon submittal of residential development plans, the City will encourage and support those plans which include lower income housing in areas appropriate to the needs and desires of the population it would serve. "Encourage and support" as used herein means:</p> <ul style="list-style-type: none"> <li>• Give priority to processing of affordable housing projects, taking them out of submittal sequence if necessary to receive an early hearing date;</li> <li>• Consider spreading development fee costs over a 3-5 year payment period to help reduce initial impact, at time of project review;</li> <li>• Provide density bonus or other concessions in accordance with Government Code Section 65915;</li> <li>• Allow phasing of infrastructure whenever possible at time of project review; and</li> <li>• Any other practical actions on the part of the City that will help keep development costs low and protect housing affordability.</li> </ul> <p><b>Responsibility:</b> Building Department and Planning Commission</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> Ongoing</p>	<p>There were no lower-income housing development plans submitted during the planning period that would have initiated implementation of this program.</p>	<p>Modify and continue. Priority processing will be removed from the program. It isn't necessary in Dunsmuir due to the very low level of development in the city. This program will also be modified to specifically address extremely low-income households.</p>
<p><b>Program HE.1.1.4:</b> Pursuant to Government Code §65589.7, the City will develop specific procedures to grant priority sewer and water service to those residential developments that include units affordable to lower income households.</p> <p><b>Responsibility:</b> City Administrator and Public Works Department</p> <p><b>Financing:</b></p>	<p>The City complies with this law. This program has been implemented and will not be continued.</p>	<p>Delete.</p>

Program	Progress/Effectiveness	Appropriateness
General Fund <b>Timing:</b> February 2011		
<b>Program HE.1.1.5:</b> In order to solicit assistance and support for lower-income housing, the City will annually contact nonprofit housing sponsors and governmental agencies that are capable of subsidizing lower-income housing. <b>Responsibility:</b> City Administrator and City Council <b>Financing:</b> General Fund <b>Timing:</b> Annually	City staff met with representatives of the local nonprofit Great Northern Corporation in 2011 to discuss potential funding opportunities for low-income housing. There were no lower-income housing development plans submitted in 2012. The City will continue to meet with organizations and agencies when potential projects or new funding opportunities arise.	Modify to change timing to annually or as appropriate and continue.
<b>Program HE.1.1.6:</b> Given the lack of vacant, developable land in the City that is suitable for multifamily housing, the City will amend the Zoning Ordinance to allow for residential use of properties in the Central Commercial (C-2) district without a use permit. However, in each case residential use will be restricted to upper stories with the ground floor reserved for commercial purposes. <b>Responsibility:</b> Planning Commission and City Council <b>Financing:</b> General Fund <b>Timing:</b> February 2011	Development of residential uses on the second floor in the C-2 district without a use permit is currently allowed in practice in the city.  The City Council adopted this amendment on June 18, 2015. This program has been accomplished and will therefore be deleted.	Delete.
<b>Program HE.1.2.1:</b> Amend the Zoning Ordinance as necessary to provide individuals with disabilities reasonable accommodation in rules, policies, practices and procedures that may be necessary to ensure equal access to housing. The City will also make information available about requesting rea-	As a matter of practice, the City provides for reasonable accommodations including modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a per-	Continue allowing six months for adoption.

Program	Progress/Effectiveness	Appropriateness
<p>sonable accommodation with respect to zoning, land use, permit processing, fees or building codes.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>	<p>son with a disability equal opportunity to housing of their choice. Due to funding constraints, the Zoning Ordinance has not yet been amended as described. Nevertheless, the City intends to make necessary revisions to its Zoning Ordinance as soon as funding permits.</p>	
<p><b>Program HE.1.2.2:</b> Pursuant to SB 2, the City will amend the Zoning Ordinance to include separate definitions of "supportive housing", "transitional housing" and "emergency shelters" consistent with Sections 50675.14, 50675.2 and 50801 of the California Health and Safety Code. The City will also amend the Zoning Ordinance to allow transitional and supportive housing as a residential use subject only to those restrictions that apply to other residential uses of the same type in the same zone without undue special regulatory requirements. Further, the City will amend the Zoning Ordinance to allow emergency shelters by right (i.e., without a use permit and subject only to the same development and management standards that apply to other allowed uses) in the Central Commercial (C-2) zone.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>	<p>The City Council adopted this amendment on June 18, 2015. This program has been accomplished and will therefore be deleted.</p>	<p>Delete.</p>
<p><b>Program HE.1.2.3:</b> In order to facilitate housing for extremely low-income persons, the City will amend the Zoning Ordinance to clarify the definition of single-room occupancy units, as well as describe</p>	<p>The City Council adopted this amendment on June 18, 2015. This program has been accomplished and will therefore be deleted.</p>	<p>Delete.</p>

Program	Progress/Effectiveness	Appropriateness
<p>specific development standards for these units.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>		
<p><b>Program HE.1.2.4:</b> In order to help meet the needs of extremely low-income persons and households, the City will prioritize funding and/or offer financial incentives or regulatory concessions to encourage the development of single-room occupancy units and/or other units affordable to the extremely low-income, such as supportive and multifamily units.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> Grant Funding</p> <p><b>Timing:</b> Ongoing</p>	<p>There were no single-room occupancy units, supportive housing, or multifamily housing proposed during the planning period that would have initiated implementation of this program. The City will implement this program as projects come forward.</p>	<p>Continue.</p>
<p><b>Program HE.1.2.5:</b> In order to help meet the needs of large families, the City will offer financial incentives and/or regulatory concessions for the development of multifamily housing that includes affordable four- and five-bedroom units.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> Grant Funding</p> <p><b>Timing:</b> Ongoing</p>	<p>There were no multifamily housing proposals during the planning period that would have initiated implementation of this program. It is unusual to include units of this size in multifamily projects. This size unit is not always allowed by funding programs. This program will not be continued.</p>	<p>Delete.</p>
<p><b>Program HE.1.2.6:</b> Continue to allow Group Care Facilities for six or fewer persons in all residential zones including single-family zones in compliance</p>	<p>The City Council adopted this amendment on June 18, 2015. This program has been accomplished and will therefore be deleted.</p>	<p>Delete.</p>

Program	Progress/Effectiveness	Appropriateness
<p>with Health and Safety Code Sections 1267.8, 1566.3, and 1568.08. Amend the Zoning Ordinance to allow group care facilities for more than six persons with a conditional use permit in all districts that allow residential uses. Also, to ensure compliance with Health and Safety Code Sections 1267.8, 1566.3, and 1568.08, the amendment will clarify the definitions of "group residential" and "group care facility". The definition of group care facility must distinguish between facilities for six or fewer persons and for larger facilities for more than six persons.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>		
<p><b>Program HE.1.2.7:</b> Amend the Zoning Ordinance to allow farmworker housing for six or fewer persons by right in all residential districts and the Neighborhood Commercial (C-1) district, and with a use permit in the Central Commercial (C-2) district consistent with Health and Safety Code Sections 17021.5 and 17021.6.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>	<p>The City Council adopted this amendment on June 18, 2015. This program has been accomplished and will therefore be deleted.</p>	<p>Delete.</p>
<p><b>Program HE.1.2.8:</b> Building permit processing and inspections for individuals with disabilities shall be given a high priority.</p> <p><b>Responsibility:</b></p>	<p>The City of Dunsmuir Building Inspector is aware that building permits for individuals with disabilities are to be given a high priority, and processes them accordingly. Due to the low number of permits processed annually in the city, this pro-</p>	<p>Delete.</p>

Program	Progress/Effectiveness	Appropriateness
Building Department <b>Financing:</b> General Fund <b>Timing:</b> As needed	gram is not necessary and will not be continued.	
<b>Program HE.1.3.1:</b> Coinciding with the annual General Plan Progress Report, the City will update and review the inventory of vacant residential land in the City and amend zoning and land use designations, as necessary, to ensure an adequate supply of vacant land to accommodate the City's share of regional housing needs. <b>Responsibility:</b> Planning Department, Planning Commission and City Council <b>Financing:</b> General Fund <b>Timing:</b> Annually	The City last updated the vacant land inventory in 2011. There were no developer inquiries in 2012 and therefore the vacant land inventory prepared in 2011 remains relevant. The inventory will be revisited in spring 2014.	Continue.
<b>Program HE.1.3.2:</b> The City will zone sites suitable, without physical and environmental constraints, and available to accommodate the City's unmet housing needs from the prior planning period. This will entail rezoning one of the candidate sites identified in Table B-30 to either R-3 or R-4 consistent with Government Code Sections 65583(a)(3) and 65583.2(h) and (i) as needed to facilitate the development 32 affordable units. The sites to be rezoned must allow owner-occupied and rental multifamily uses by-right (i.e., without a use permit or other discretionary action) and provide for: <ol style="list-style-type: none"> <li>1. A minimum of 16 units per site; and</li> <li>2. A minimum density of 16 units per acre; and</li> <li>3. At least 50 percent of the lower-income need must be accommodated on sites designated</li> </ol>	In December 2015, the City rezoned a 1.5 acre parcel from Central Commercial (C-2) to Multiple Family Residential (R-3). The R-3 zone allows up to 40 units per acre. Maximum unit potential for this property is 60 units. The realistic potential is 48 units. This program has been completed and will be deleted.	Delete.

Program	Progress/Effectiveness	Appropriateness
<p>for residential use.</p> <p><b>Responsibility:</b> Planning Department, Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> Prior to July 2010</p>		
<p><b>Program HE.2.1.1:</b> Amend the Zoning Ordinance regarding the provisions of Section 65589.5(d) and (f) of the Government Code, noting that housing projects for extremely low-, very low-, low-, and moderate-income persons cannot be denied or conditioned resulting in making the project infeasible unless one of the findings of Section 65589(d)1-6 can be made.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>	<p>The City complies with this state law. The City Council adopted this amendment on June 18, 2015. This program has been accomplished and will therefore be deleted.</p>	<p>Delete.</p>
<p><b>Program HE.2.1.2:</b> Adopt a density bonus ordinance consistent with the Government Code Section 65915, establishing procedures for bonuses should such be desirable for a project as a means to guarantee long-term affordable housing.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>	<p>The City Council adopted this amendment on June 18, 2015. This program has been accomplished and will therefore be deleted.</p>	<p>Delete.</p>

Program	Progress/Effectiveness	Appropriateness
<p><b>Program HE.2.1.3:</b> Continue to review the effectiveness of the Zoning Ordinance and make revisions if it is found that provisions of the ordinance are creating unusual constraints on the affordability and availability of housing.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> Biannually</p>	<p>The Zoning Ordinance is reviewed biannually. The City continues to determine that it does not pose a constraint to the development of affordable housing.</p>	<p>Continue.</p>
<p><b>Program HE.2.1.4:</b> Amend the definition of family in the Zoning Ordinance so that it clearly indicates clients of group homes are included.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>	<p>The City Council adopted this amendment on June 18, 2015. This program has been accomplished and will therefore be deleted.</p>	<p>Delete.</p>
<p><b>Program HE.2.1.5:</b> Amend the Zoning Ordinance to require a single parking space for studio apartments and one-bedroom units in multifamily housing developments.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>	<p>Currently, the City only requires one space per unit. This program is not necessary and will be deleted.</p>	<p>Delete.</p>
<p><b>Program HE.2.1.6:</b> The City, in its review of development proposals, should allow exceptions or revisions to City ordinances related to zoning, density, services or other incentives based on the merits of</p>	<p>There were no development proposals during the planning period that would have initiated implementation of this program.</p>	<p>Continue.</p>

Program	Progress/Effectiveness	Appropriateness
<p>the project, when it is the intent of the developer to provide affordable housing for local residents. This could include the use of CDBG funds to assist in the cost of public improvements.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund, Grant Funding</p> <p><b>Timing:</b> Ongoing</p>		
<p><b>Program HE.2.1.7:</b> Amend the Zoning Ordinance to allow second dwelling units by right (i.e., without discretionary review) in all residential districts consistent with state law.</p> <p><b>Responsibility:</b> Planning Commission and City Council</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> February 2011</p>	<p>The City Council adopted this amendment on June 18, 2015. This program has been accomplished and will therefore be deleted.</p>	<p>Delete.</p>
<p><b>Program HE.3.1.1:</b> Continue to inform residents of their rights under fair housing law by posting and maintaining notices at City Hall, in the hallway outside of the Council Chambers, and at the Dunsmuir Branch Library regarding the availability of a fair housing information and referral contact at City Hall. The notice will include the name and phone number of the contact person (i.e., the City Administrator) and any other information deemed relevant by the City Council.</p> <p><b>Responsibility:</b> City Administrator</p> <p><b>Financing:</b> General Fund</p>	<p>This program has been and continues to be successfully implemented. The posting of notices are maintained at City Hall, Council Chambers and the library and updated as new information becomes available.</p>	<p>Continue.</p>

Program	Progress/Effectiveness	Appropriateness
<b>Timing:</b> Ongoing		
<b>Program HE.3.1.2:</b> Refer known incidents of discrimination in the sale or rental of housing and lending practices to the Siskiyou County District Attorney and the Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development for action. <b>Responsibility:</b> City Administrator <b>Financing:</b> General Fund <b>Timing:</b> Ongoing	The City received no reports of discrimination during the planning period that would have initiated implementation of this program. When an incident of discrimination occurs, the City will provide referrals as specified in this program.	Continue.
<b>Program HE.4.1.1:</b> With a goal of assisting eight households over the next five years, the City will strive to preserve low- and moderate-income housing through implementation of the Housing Rehabilitation Program. <b>Responsibility:</b> City Council <b>Financing:</b> Grant Funding <b>Timing:</b> 2009-2014	Two housing units have been rehabilitated through the City's Housing Rehabilitation Program during the planning period. Due to lack of funding and interest, this program has been temporarily suspended until further funding can be obtained.  The City continues to work with Community Development On-Call, a local nonprofit, to apply for Community Development Block Grant (CDBG) monies, as well as assist low-income persons in need of housing rehabilitation.	Combine Program HE.4.1.3 into this program and continue. Modify to include extremely low- and very low-income households.
<b>Program HE.4.1.2:</b> Continue to require and support abatement of unsafe residential structures, giving property owners reasonable opportunities to correct deficiencies and offering incentives (such as financial assistance under the housing rehabilitation program) when available to support rehabilitation of unsafe structures. <b>Responsibility:</b> Building Department, Code Enforcement Officer	The City abated one residential property in 2010 due to unsafe living conditions and inaction on the part of the property owner to rectify deficiencies. The City will continue to implement this program as needed.	Continue.

Program	Progress/Effectiveness	Appropriateness
<p>and City Council</p> <p><b>Financing:</b> Grant Funding</p> <p><b>Timing:</b> As funding becomes available; continuous upon evidence of a hazard</p>		
<p><b>Program HE.4.1.3:</b> Preserve existing housing through continued implementation of the housing rehabilitation program and provision of adequate public services and facilities.</p> <p><b>Responsibility:</b> City Council and City Administrator</p> <p><b>Financing:</b> General Fund, Grant Funding</p> <p><b>Timing:</b> Ongoing, Apply for a new grant every two years</p>	<p>in 2011, two housing units were rehabilitated through the City's Housing Rehabilitation Program. Further, the City secured a loan in order to make necessary repairs and upgrades to its wastewater collection and treatment system.</p> <p>The City continues to work with Community Development On-Call, a local nonprofit, to apply for CDBG monies, as well as assist low-income persons in need of housing rehabilitation.</p>	<p>Combine into Program HE.4.1.1 and delete.</p>
<p><b>Program HE.5.1.1:</b> Provide information on currently available weatherization and energy conservation programs to residents of the City. The City will have information available for the public at the front counter of City Hall and will distribute information through an annual mailing.</p> <p><b>Responsibility:</b> Building Department and City Administrator</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> Mailings annually, Ongoing</p>	<p>The City provides literature at the front counter of City Hall and refers individuals to Community Development On-Call, the nonprofit organization responsible for managing the low-income weatherization program in Siskiyou County.</p>	<p>Continue.</p>
<p><b>Program HE.5.1.2:</b> Continue to enforce State requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and encourage residential developers to employ additional energy conservation measures for the siting of buildings, landscaping,</p>	<p>One unit was added to the City's housing stock in 2011 and was required to comply with the energy conservation measures provided for in Title 24, Part 6, of the California Code of Regulations. The City will continue to enforce Title 24 as development occurs.</p>	<p>Modify to combine Program HE.5.1.3 into this program and continue.</p>

Program	Progress/Effectiveness	Appropriateness
<p>and solar access through development standards contained in the Zoning Ordinance, Building Code, and Specific Plans as appropriate.</p> <p><b>Responsibility:</b> Planning Department, Building Department</p> <p><b>Financing:</b> General Fund</p> <p><b>Timing:</b> Ongoing</p>		
<p><b>Program HE.5.1.3:</b> In order to reduce energy consumption in the City, units being rehabilitated with CDBG funds will be required to include energy conservation features, such as dual pane windows, insulation, caulking and weather stripping.</p> <p><b>Responsibility:</b> City Council</p> <p><b>Financing:</b> Grant Funding</p> <p><b>Timing:</b> Whenever units are rehabilitated using CDBG funds</p>	<p>Both rehabilitation projects that utilized CDBG funds during the planning period were required to include energy conservation features.</p>	<p>Combine into Program HE.5.1.2 and delete.</p>



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**APPENDIX B**  
**HOUSING NEEDS ASSESSMENT**

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## APPENDIX B – HOUSING NEEDS ASSESSMENT

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The Housing Needs Assessment provides a demographic profile of the City of Dunsmuir by analyzing the following types of information: population trends, household income and poverty, special housing needs, housing characteristics, costs and conditions, constraints to development, and resources and opportunities.

The US Census, which is completed every 10 years, is an important source of information for the Housing Needs Assessment. It provides the most reliable and in-depth data for demographic characteristics of a locality. The California Department of Finance (DOF) is another source of valuable data that is more current than the Census. However, DOF does not provide the depth of information that can be found within the US Census Bureau reports. Whenever possible, DOF data and other local sources were used in the Housing Needs Assessment in order to provide the most current profile of the community.

The 2010 Census did not collect information in several categories that are required for the Housing Needs Assessment. Where this is the case, historical DOF data is used. Where DOF data is not available, 2000 Census information is retained. In cases where this is not feasible or useful, this assessment references US Census Bureau American Community Survey (ACS) data. The ACS provides estimates of numerous housing-related indicators based on samples averaged over a five-year period. Due to the small size of the sample taken in Dunsmuir, the estimates reported by ACS have large margins of error. Where ACS data is used, the numbers should not be interpreted as absolute fact, but rather as a tool to illustrate general proportion or scale.

The data presented in the Housing Needs Assessment will not only guide the development of housing goals and policies, but will also be integrated into the body of the Housing Element to present the current status of housing and housing-related issues in the City of Dunsmuir. Definitions of the various US Census Bureau terms that are used throughout this document have been included in **Appendix C, Glossary of Terms**, for clarification.

The needs assessment is organized into three main sections. The first section focuses on demographic information, such as population trends, ethnicity, age, household composition, income, employment, housing characteristics, general housing needs by income, and housing needs for special segments of the population. This first section outlines the characteristics of the community and identifies those characteristics that may have significant impacts on housing needs in the community.

The second section identifies possible governmental and non-governmental constraints to housing development in Dunsmuir. The City has planning, zoning, and building standards that guide and affect residential development patterns and influence housing availability and affordability. There are also environmental and housing market conditions that affect the location, availability, affordability, and type of housing that is constructed. The "non-governmental" influences include such factors as: the availability and cost of financing, land and materials for building homes; natural conditions that affect the cost of preparing and developing land for housing; and the business decisions of individuals and organizations in home building, finance, real estate, and rental housing that impact housing cost and availability.

The third section identifies the resources and opportunities for affordable housing in the city, which includes an inventory of adequate sites for affordable housing, potential funding resources for housing programs, and a description of the current housing programs that are available to provide affordable housing to the residents of Dunsmuir.

## **SUMMARY OF FINDINGS**

### **Population and Household Characteristics**

The City of Dunsmuir is a small town with a 2013 population of only 1,630. The city's population decreased by approximately 14 percent between 2000 and 2010 and, based on estimates by DOF, remained nearly constant between 2010 and 2013. The City's population is expected to hold relatively steady or decrease slightly for the duration of the current planning period. According to the 2010 Census, white residents comprise the majority of the city (87.5 percent), followed by Latinos or Hispanics (8.3 percent).

Although the 2006–2010 ACS estimates that the city's median income increased by approximately 53 percent between 2000 and 2010, approximately 69 percent of its households have incomes below the low-income ceiling. The city's poverty rate is approximately 22.9 percent, with 44 percent of female-headed single-parent households below the poverty level. The unemployment rate is estimated to be approximately 20.4 percent, which is slightly higher than either the county's rate (13.4 percent) or the state's rate (10.1 percent).

### **Special Needs Housing**

Between 2000 and 2010, the retirement age group (55 to 64) increased by approximately 62 percent. The majority of seniors in Dunsmuir own their home (73 percent). Most people with disabilities have a physical disability. Single-parent households make up approximately 12 percent of all households, while approximately 8 percent of total households are female-headed households.

### **Housing Characteristics**

Dunsmuir's housing stock is somewhat older and in need of rehabilitation. According to a 2005 housing conditions survey, the majority of Dunsmuir's housing stock is in need of rehabilitation (65.5 percent), with an additional 59 units (6.9 percent) considered dilapidated and possibly in need of replacement.

According to the US Census, Dunsmuir experienced a 6 percent increase in the number of housing units between 2000 and 2010, for a total of 1,233 units in 2010. Construction trends over the past 13 years suggest very little growth in the city. The US Census also indicated that most of the increase in the city's housing stock was due to multi-family home construction (99 new units), with no single-family homes added to the housing stock.

### **Housing Constraints**

#### Governmental Constraints

Development standards in the city do not necessarily constrain the development of affordable housing. Existing zoning requirements, fees, processing times and development requirements do not appear to constrain the production of housing units. The City has adequate land to meet its 2014-2019 Regional Housing Need Allocation.

#### Non-Governmental Constraints

In early 2014, vacant land prices ranged from approximately \$36,765 to \$176,371 per acre for land zoned for single-family uses. Construction costs for a good quality construction single-family home

are estimated to be between \$187,633 and \$344,753 depending on the size and location of the home.

## REGIONAL CONTEXT

The City of Dunsmuir is located at the south end of Siskiyou County, approximately 40 miles south of the City of Yreka, the county seat, and 45 miles north of the City of Redding in Shasta County. The city straddles Interstate Highway 5 in a north-to-south direction, and both the Sacramento River and the Union Pacific Railroad run through the town. The city was established in the late 1880s when a rail line was built through the upper Sacramento River Canyon. In the 1950s, Dunsmuir was the largest town in Siskiyou County with a population of over 5,000 people. However, the conversion to diesel trains dramatically reduced the rail workforce in Dunsmuir by approximately 50 percent, and the City's population fell considerably to less than 2,000 people. The population has fluctuated over the years, but has generally continued to decline. The modernization and decline of both the rail and timber industry and lack of replacement jobs have been the principal causes for the fall of the population over the last two decades. The steep topography of the Sacramento River Canyon, coupled with the physical constraints of developing near Interstate 5 and the railroad, further limits the opportunities for the development of new residential subdivisions in the city, and contributes to the suppression of population growth.

## POPULATION TRENDS

### Population Growth

The population of the City of Dunsmuir in 2013 is estimated by the DOF to be 1,630. The population decreased from 1,923 in 2000 to 1,650 in 2010, or by 14 percent. The DOF estimates that the city's population further declined by 1 percent, or by 20 persons, between 2010 and 2013. Although negative growth is unusual for the state of California as a whole, it is fairly common for many communities in rural Siskiyou County where a loss of forestry-related jobs over the past few decades has driven the population elsewhere in search of employment. **Table B-1** shows population growth rates for communities in Siskiyou County from 2000 to 2013.

**Table B-1**  
**Siskiyou County Population Change, 2000–2013**

	2000 Population	2010 Population	Percent Change 2000–2010	2013 Population	Percent Change 2010–2013
Dunsmuir	1,923	1,650	-14.2%	1,630	-1.2%
Mt. Shasta	3,621	3,394	-6.3%	3,360	-1.0%
Weed	2,978	2,967	-0.4%	2,964	-0.1%
Yreka	7,290	7,765	6.5%	7,771	0.1%
Ft. Jones	660	839	27.1%	749	-10.7%
Etna	781	737	-5.6%	731	-0.8%
Montague	1,456	1,443	-0.9%	1,428	-1.0%
Dorris	886	939	6.0%	929	-1.1%
Tulelake	1,020	1,010	-1.0%	1,000	-1.0%
Unincorporated	23,686	24,156	2.0%	24,158	0.01%

Source: Siskiyou County 5th Cycle Housing Element Data Packet

## Population Projections

Although this negative growth is considerably lower than is typical of California's more urbanized centers, it is fairly common for rural Siskiyou County, where a shortage of economic opportunities deters growth.

The DOF provides projections for all counties through 2060 but does not include city-level data. **Table B-2** shows the expected population growth for both the incorporated and unincorporated portions of Siskiyou County between 2000 and 2050. Based on DOF projections, the county is expected to experience an overall annual growth rate of less than one tenth of 1 percent. Based on the City's historic growth rate and the current economic downturn, it is likely that the City's future growth rate will resemble the growth rate projected for the county.

**Table B-2**  
**Population Projections, 2000–2060**

	2010	2020	2030	2040	2050	2060
Siskiyou County	44,893	46,369	48,883	51,854	52,130	52,646

Source: DOF. 2013. Report P-3: State and County Population Projections by Race/Ethnicity, Detailed Age, and Gender, 2010-2060. Sacramento, CA.

## Age Characteristics

The distribution of Dunsuir's population by age group is shown in **Table B-3**. As individuals age, their lifestyles, household composition, living preferences, and income levels tend to change as well. For example, young adults (18-34) typically move more frequently and earn less than older adults. As a result, younger adults generally are not ready, or cannot afford, to purchase homes and instead look for rental units to meet their housing needs. In contrast, middle-aged residents (35-54) typically have higher earning potential and higher homeownership rates. Residents approaching retirement age or recently retired (early 60s to mid-70s) tend to have the highest rates of homeownership. After individuals retire, many look for smaller homes on properties that are easier to maintain, or for residential communities that cater specifically to their lifestyles, needs, and preferences.

**Table B-3**  
**Population by Age, City of Dunsuir, 2000–2010**

Age (years)	2000		2010		Percent Change
	Persons	Percent	Persons	Percent	
< 5	83	4%	100	6%	20%
5 to 14	239	12%	174	11%	-27%
15 to 24	238	12%	156	9%	-34%
25 to 34	162	8%	173	10%	7%
35 to 44	285	15%	181	11%	-36%
45 to 54	352	18%	256	16%	-27%
55 to 64	202	11%	328	20%	62%
65+	362	19%	282	17%	-22%
Total	1,923	100%	1,650	100%	-14%

Source: 2000 US Census, Table P012; 2010 US Census, Table P12US Census Summary File.

The age distribution of the City's population has shifted between 2000 and 2010 (see **Table B-3**). The number of residents between the ages of 55 and 64 increased by approximately 62 percent, while the number of residents 65 years and older decreased by approximately 22 percent. Other significant changes include declines in the number of residents between the ages of 15 and 24 (approximately 34 percent decline), and between the ages 35 and 44 (approximately 36 percent decline). The number of residents less than 5 years old increased by approximately 20 percent. In general, shifts in age distribution likely reflect aging demographics within the community of Dunsmuir and a lack of jobs for young and mid-career earners.

**Table B-4  
Householder by Age, 2011**

Householder Type	Number	Percent of Total
<b>Owner-Occupied:</b>	<b>492</b>	<b>59%</b>
Householder 15 to 24 years	0	0%
Householder 25 to 34 years	51	6%
Householder 35 to 44 years	77	9%
Householder 45 to 54 years	57	7%
Householder 55 to 59 years	86	10%
Householder 60 to 64 years	75	9%
Householder 65 to 74 years	63	8%
Householder 75 to 84 years	34	4%
Householder 85 years and over	49	6%
<b>Renter-Occupied:</b>	<b>346</b>	<b>41%</b>
Householder 15 to 24 years	26	3%
Householder 25 to 34 years	64	8%
Householder 35 to 44 years	22	3%
Householder 45 to 54 years	94	11%
Householder 55 to 59 years	42	5%
Householder 60 to 64 years	48	6%
Householder 65 to 74 years	44	5%
Householder 75 to 84 years	6	1%
Householder 85 years and over	0	0%
<b>Total</b>	<b>838</b>	<b>100%</b>

*Source: Siskiyou County 5th Cycle Housing Element Data Packet 2013*

## HOUSEHOLD CHARACTERISTICS

A household is any group of people living together in a residence, whether related or unrelated. A survey of household characteristics is useful to determine household size trends, income, overcrowding or under-utilization of housing, and the number of special needs households such as large families and female-headed households.

According to the US Census, there were 763 households in the City in 2010. Approximately 55 percent of the households were owner-occupied, while the remaining 45 percent were renter-occupied.

In 2013, the DOF estimated the average household size in the City of Dunsmuir to be 2.14 persons per household. Large households (i.e., those with five or more persons) comprised approximately 5 percent of households in the city at the time of the 2010 Census, while three- or four-person households constituted approximately 22 percent.

### Household Size

Household size by tenure is shown in **Table B-5**. Most households, both owner- and renter-occupied, were inhabited by one or two persons in 2000. The total number of both owner-occupied and renter-occupied households declined between 2000 and 2010. Owner-occupied households declined by approximately 67 households, while the number of renter-occupied households declined by approximately 37 households. Despite the overall decline in households, the proportion of each category remained relatively static.

**Table B-5**  
**Household Size by Tenure, 2000–2010**

Household Size	2000		2010	
	Households	Percent	Households	Percent
Owner-Occupied Households	483	100%	416	100%
1 person	139	29%	126	30%
2 persons	210	43%	186	45%
3 persons	62	13%	57	14%
4 persons	39	8%	30	7%
5 persons	25	5%	9	2%
6 persons	6	1%	5	1%
7 or more person	2	<1%	3	1%
Renter-Occupied Households	384	100%	347	100%
1 person	168	44%	145	42%
2 persons	100	26%	94	27%
3 persons	48	13%	47	14%
4 persons	33	9%	37	11%
5 persons	19	5%	11	3%
6 persons	11	3%	8	2%
7 or more persons	5	1%	5	1%

*US Census Summary File Source: 2000 and 2010 US Census, Table QT-H2*

### Household Growth

**Table B-6** shows household growth trends (by occupied housing units) from 2000 to 2010 for the City of Dunsmuir. During this period, the number of households in the city decreased by approximately 12 percent, or 104 units. While several more units may have been constructed during this period than reported above, many serve as vacation homes, and as such, are not considered "occupied" for the purpose of the Census. In fact, because Dunsmuir has

considerable draw as a tourist destination, the City has a very high percentage of "vacant" housing units (31 percent at the time of the 2010 Census). The actual number of housing units, both occupied and vacant, is estimated by the DOF to be 1,233 in 2010.

**Table B-6**  
**Household Growth Trends, 2000–2009**

	2000	2010	Percent Change
Households	867	763	-14%

Source: 2000 and 2010 US Census, Table QT-H3US Census.

## ECONOMIC CHARACTERISTICS

### Household Income

**Table B-7** reports the income distribution in 2010 by tenure. According to the census, overall median household income in 2010 was \$35,283. However, as shown in **Table B-7**, median household income for owner-occupied households in 2010 was over double that of renter-occupied households, with a median owner-occupied household income of \$45,000, in comparison to a median renter-occupied household income of \$20,000.

**Table B-7**  
**Household Income by Tenure, 2000–2010**

Income	2000		2010	
	Households	Percent	Households	Percent
Owner-Occupied Households				
Less than \$10,000	27	6%	6	1%
\$10,000 to \$14,999	49	11%	32	6%
\$15,000 to \$19,999	83	18%	47	9%
\$20,000 to \$24,999	33	7%	23	5%
\$25,000 to \$34,999	63	14%	58	12%
\$35,000 to \$49,999	75	17%	137	27%
\$50,000 to \$74,999	88	19%	104	21%
\$75,000 to \$99,999	22	5%	58	12%
\$100,000 or more	15	3%	37	7%
Total Owner-Occupied	455	100%	502	100%
Renter-Occupied Households				
Less than \$10,000	106	26.4%	41	11%
\$10,000 to \$14,999	53	13.2%	116	30%
\$15,000 to \$19,999	45	11.2%	38	10%
\$20,000 to \$24,999	67	16.7%	23	6%
\$25,000 to \$34,999	54	13.5%	56	14%
\$35,000 to \$49,999	31	7.7%	36	9%
\$50,000 to \$74,999	11	2.7%	58	15%
\$75,000 to \$99,999	13	3.2%	22	6%

Income	2000		2010	
	Households	Percent	Households	Percent
\$100,000 or more	21	5.2%	0	0
Total Renter-Occupied Households	401	100%	390	100%
Median Income – Owners	\$30,592		\$45,000	
Median Income – Renters	\$19,602		\$20,000	

Source: 2000 US Census, Summary File 3; US Census Bureau, 2006-2010 American Community Survey, Table B25118 and B52119 US Census Summary File

**Table B-8** illustrates the number of households in each income group based on the 2010 Census. Approximately 69 percent of the City's households have incomes at or below the low-income limit, with approximately 22 percent of all households in the extremely low-income category (195 households). An additional 18 percent of households have earnings in the moderate-income category, while the remaining 13 percent have earnings in the above moderate-income category.

**Table B-8**  
**Households by Income Group, 2010**

Income Group	Income	Households	Percent
Extremely Low (Below 30% of Median Income)	< \$17,350	195	22%
Very Low (30-50% of Median Income)	\$17,350-\$28,949	131	15%
Low (50-80% of Median Income)	\$28,950-\$46,299	287	32%
Moderate (80-120% of Median Income)	\$46,300-\$69,500	162	18%
Above Moderate (Over 120% of Median Income)	\$69,500<	117	13%
Total Households		892	100%

Source: HCD 2013; US Census Bureau, 2006-2010 American Community Survey, Table B25118 US Census Summary File  
Notes: Estimates are based upon 2010 income distribution data as reported in the 2006-2010 American Community Survey, Table B25118.

### Poverty

The state of California publishes annual income limits for each county that are used to determine eligibility for assisted housing programs within that county. Further, the California Health and Safety Code requires that limits established by the state for the low-, very low-, and extremely low-income categories will be the same as those in the equivalent levels established by the US Department of Housing and Urban Development (HUD) for its Housing Choice Voucher (Section 8) program. It is important to note that the 2010 median household income reported in **Table B-7** is not the same as the median family income established by the state in 2015 and reported in **Table B-9**.

# City Council Agenda Item

## New Business

14F  
~~11.F.~~  
**Item No:**  
**Date:** July 21, 2016  
**Subject:** Consider and provide Dunsmuir position regarding proposed transportation of crude oil by rail through Northern California

This issue was discussed at LOLA last Wednesday. No one from Dunsmuir was present at the meeting.

The issue being presented is that Valero, who intends to move crude oil by rail through Northern California, does not want cities and other local agencies to have the chance to require local mitigation measures to reduce environmental, health and safety concerns. The League of California Cities is asking if city members disagree with the Valero petition/argument that the Interstate Commerce Commission Termination Act preempts local agencies from requiring mitigation measures and if there are mitigation issues that need to be considered. Larger cities have already weighed in on this as you can see by the documents attached.

**Recommendation:**

## City Manager

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**From:** Charles Anderson <canderson@cacities.org>  
**Sent:** Monday, July 11, 2016 10:02 AM  
**Subject:** Question: Is Crude Oil By Rail a concern to your city/communities?  
**Attachments:** California Local Government Agenices Reply to Petition-c1 (3).pdf

Good Monday morning Sacramento Valley Division Members,

Is crude oil by rail a concern for you, your city or its citizens?

Valero intends to move crude oil by rail through Northern California. Naturally, cities have an interest in the environment and health and safety of its citizens and may require some local mitigation measures to reduce impacts. Valero, however, disagrees and is currently petitioning the surface transportation board to rule that the Interstate Commerce Commission Termination Act preempts local agencies from requiring mitigation measures ("ICCTA") (49 U.S.C. §§ 10101-16106).

Please let me know ASAP if this is a concern to you. Attached is a reply to Valero's petition signed by legal counsel for the Cities of Berkeley, Davis, Oakland, County of Yolo and SACOG.

Thank you.

Charles

Charles Anderson  
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League of California Cities  
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**BEFORE THE  
SURFACE TRANSPORTATION BOARD**

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**FINANCE DOCUMENT NO. 36036**

**VALERO REFINING COMPANY – CALIFORNIA  
PETITION FOR DECLARATORY ORDER**

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**REPLY OF THE CITIES OF DAVIS, BERKELEY AND OAKLAND, THE COUNTY OF  
YOLO, AND THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS IN  
OPPOSITION TO PETITION FOR DECLARATORY ORDER**

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Dated July 8, 2016

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*Counsel for the City of Oakland, California*

**BEFORE THE  
SURFACE TRANSPORTATION BOARD**

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**FINANCE DOCUMENT NO. 36036**

**VALERO REFINING COMPANY – CALIFORNIA  
PETITION FOR DECLARATORY ORDER**

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**REPLY OF THE CITIES OF DAVIS, BERKELEY AND OAKLAND, THE COUNTY OF  
YOLO, AND THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS IN  
OPPOSITION TO PETITION FOR DECLARATORY ORDER**

The Cities of Davis, Berkeley and Oakland, the County of Yolo, and the Sacramento Area Council of Governments, a California joint powers agency of 22 city and 6 county member jurisdictions (collectively “California Local Government Agencies”) hereby reply in opposition to the Petition for Declaratory Order filed by non-carrier Valero Refining Company – California (“Valero”) on May 31, 2016. Valero seeks a declaratory order from the Surface Transportation Board (“Board”) that the City of Benicia (“City”) Planning Commission’s decisions (1) declining to certify the Valero Benicia Crude Oil By Rail environmental impact report (“EIR”) pursuant to the California Environmental Quality Act (California Public Resources Code section 21000 *et. seq* or “CEQA”), and (2) denying a use permit for changes to oil and refinery operations required by Title 17 of the City’s Municipal Code (a denial currently on appeal to the City Council) are preempted by the Interstate Commerce Commission Termination Act (“ICCTA”) (49 U.S.C. §§ 10101-16106).

## INTRODUCTION

The California Local Government Agencies have an interest in protecting their rights under applicable law to regulate the use of non-railroad property within their respective borders. They are fortunate to have extensive transportation infrastructure – rail, highway and, in certain instances, maritime – and acknowledge the crucial role that these facilities play in their economies. However, the California Local Government Agencies also have an obligation to their citizens to ensure that development and other actions occur in a way that does not harm the health, safety and other interests of its citizens and in a manner consistent with planning, zoning, and environmental laws.<sup>1</sup> They respect the extent to which federal law may preempt state law, but, by participating in this action, they are defending their ability to regulate the use of property subject to their jurisdiction from assertions of preemption and attempts to use federal law as a shield for activity that is not properly covered by those laws.

Valero is not a rail carrier providing transportation subject to the jurisdiction of this Board under the ICCTA. Instead, Valero seeks a use permit from the City of Benicia to enable it to modify its existing refinery in order to receive crude oil by tank car. These modifications involve the installation of rail spur tracks, a tank car unloading rack, pumps, connecting pipelines, and infrastructure including installation of approximately 4,000 feet of 16-inch diameter crude oil pipeline and associated components and pump infrastructure between the offloading rack and the existing crude supply piping, replacement and relocation of

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<sup>1</sup> The City of Benicia shares this obligation. (*See e.g.* Municipal Code section 17.104.060 which requires the City to make findings before approving a use permit, such as the one sought by Valero, that 1) the proposed location of the use is in accord with the objectives of the zoning code and the purposes of the district in which the site is located; 2) the proposed location of the conditional use and the proposed conditions under which it would be operated or maintained will be consistent with the general plan and will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such use, nor detrimental to properties or improvements in the vicinity or to the general welfare of the City; and 3) the proposed conditional use will comply with the provisions of the zoning code, including any specific condition required for the proposed conditional use in the district in which it would be located.)

approximately 1,800 feet of existing tank farm dikes, relocation of an existing firewater pipeline, compressor station, and underground infrastructure. (City of Benicia, Valero Benicia Crude Oil By Rail Project, Draft Environmental Impact Report (2014) at 3-5.<sup>2</sup>) It is undisputed that Valero, a non-carrier, would solely and independently construct and operate the unloading facilities and related infrastructure and fully own those improvements. It is also undisputed that no rail carrier would directly or indirectly control the construction or operation of the unloading facilities.

Valero asserts that the ICCTA prevents the City from refusing to issue Valero a local land use permit, because that would deny “Valero the right to receive rail common carrier service” and “unreasonably burden[] interstate commerce” by “preventing [the Union Pacific Railroad] from providing such service.” (Pet. for Dec. Ord., pp. 2-3.) Valero further insists that it “does not seek by this Petition an order declaring that the City of Benicia’s permitting authority [] is itself subject to ICCTA preemption. However, the EIR/Permit Denials impinge on Board jurisdiction, regulate rail transportation and unreasonably burden interstate commerce.” (Pet. for Dec. Ord., p. 16.)<sup>3</sup> Valero’s position is misleading, inconsistent, and finds no support in applicable federal law.

First, Valero’s lumping together of (a) the EIR prepared to analyze the proposed use permit, and (b) the use permit, into one phrase “EIR/Permit Denials” misrepresents the requirements of CEQA, as EIRs are not permits that can be approved or denied. “Unlike most

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<sup>2</sup> Available at: [http://www.ci.benicia.ca.us/index.asp?SEC=B7EDC93A-FFF0-4A14-9B1A-1C8563BC256A&DE=11318773-7E57-4AE0-9DC0-D1F64E7AA54B&Type=B\\_BASIC](http://www.ci.benicia.ca.us/index.asp?SEC=B7EDC93A-FFF0-4A14-9B1A-1C8563BC256A&DE=11318773-7E57-4AE0-9DC0-D1F64E7AA54B&Type=B_BASIC)

<sup>3</sup> It is incorrect for Valero to continually refer to “Permit Denials.” As Valero admits, it has appealed the Planning Commission’s February 11, 2016 denial of its use permit to the City Council. (Pet. for Dec. Ord, p. 2.) As such, the City’s review of Valero’s use permit application is not yet complete. But, rather than wait to learn whether the City Council would uphold the denial, grant the permit, or grant the permit with conditions, Valero requested that the City Council “defer a decision on Valero’s appeal until September 20, 2016.” (*Id.*) In other words, it is Valero who has chosen to delay the possible issuance of the use permit. Moreover, Valero’s Petition to this Board is actually premature in one sense, since there is not yet any final action that Valero can claim should be preempted. If, however, Valero’s intent is to ensure that the City is aware that (in Valero’s view), the City cannot deny Valero’s application, then it may be appropriate for this Board to clarify that the City may act on this Petition in a way that fulfills its obligations to its citizens because the matter does not affect the business or operation of a rail carrier providing transportation subject to this Board’s jurisdiction.

environmental laws, CEQA generally does not contain substantive regulatory standards. Instead of prohibiting agencies from approving projects with adverse environmental effects, CEQA requires only that agencies inform themselves about the environmental effects of their proposed actions, carefully consider all relevant information before they act, give the public an opportunity to comment on the environmental issues, and avoid or reduce significant environmental impacts when it is feasible to do so.” (*Practice Under the California Environmental Quality Act*, §1.1, Continuing Education of the Bar – California; Kostka and Zischke, attached hereto as Exhibit 1.) Valero presents no arguments in its Petition (there are none) as to why the informational requirements of CEQA are preempted by the ICCTA when a permit is sought by an entity that is not a rail carrier providing transportation subject to this Board’s jurisdiction. As such, it is entirely inappropriate for Valero to bootstrap an attempt to preempt enforcement of CEQA onto its claims about the City’s purported denial of a use permit.

Second, Valero asserts that “denial” of the use permit is preempted (Pet. for Dec. Ord., pp. 2-3), yet maintains that it is not seeking an order declaring that the City’s authority to issue the use permit is preempted (Pet. for Dec. Ord., p. 16). This brings to mind the famous Henry Ford quote: “you can have a car in any color so as long as it’s black.” Valero is being disingenuous. Valero is clearly asking the Board to preempt the City’s permitting authority – a decision that, as detailed below, would contradict the Board and Federal courts’ previous decisions and is inconsistent with the ICCTA.

### **Declaratory Relief Is Not Appropriate**

Valero asserts that requiring oil refineries in California to comply with CEQA and with local planning and zoning laws has impeded its efforts to receive crude oil from within North America via their chosen mode of shipment, rail. (Pet. for Dec. Ord, pp. 3 - 7.) Thus Valero

argues, it is necessary for the Board to issue a declaratory judgment to eliminate controversy and remove uncertainty. (*Id.*) But Valero's complaints do not actually pertain to rail operations at all. They pertain to the operations of oil refineries within California, refineries that wish, for their own financial benefits,<sup>4</sup> to be exempted from compliance with state and local environmental and planning laws. It is outside the role of the Board and, outside the scope of the ICCTA to issue declarations regarding oil refineries' obligations to comply with state and local law. Declaratory relief is not appropriate.

### ARGUMENT

The Board has discretionary authority under 5 U.S.C. § 554(e) and 49 U.S.C. § 721 to issue a declaratory order to terminate a controversy or remove uncertainty. (*See Intercity Transp. Co. v. United States*, 737 F.2d 103 (D.C. Cir. 1984); *Delegation of Auth.—Declaratory Order Proceedings*, 5 I.E. 2d 675 (1989).) The Board has, on many occasions, used the declaratory order process to address issues involving the federal preemption provision contained in 49 U.S.C. § 10501(b). (*See, e.g.*, STB Finance Docket No. 35788, *14500 Ltd.—Pet. for Declaratory Order*, (Service Date June 5, 2014); STB Finance Docket No. 34662, *CSX Transp., Inc.—Pet. for Declaratory Order*, (Service Date May 3, 2005).) In this matter, the Board should exercise its authority to decline to grant the Petition requested by Valero, as the activities at issue are being conducted by an entity that is not a rail carrier providing transportation subject to the jurisdiction of the Board.

It is, of course, true that the ICCTA protects the ability of a rail carrier to fulfill its common carrier obligations once a shipper has located along its lines and made a reasonable request for rail service. (49 U.S.C. §11101.) However, contrary to Valero's arguments, the

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<sup>4</sup> "North American crude oil is economically and competitively accessible to the Benicia refinery only by rail delivery." (Pet. for Dec. Ord., pp. 8-9.)

ICCTA does not guarantee to shippers the right to locate anywhere and to engage in activities that are otherwise precluded by applicable local laws just because the location will, or may have, the benefit of being served by a rail carrier. Adopting Valero’s view of the applicable law would stretch this Board’s interpretations of its own jurisdiction beyond its limits and should be summarily rejected.

**a. The Board’s Decision in *SEA-3* Supports the Denial of Valero’s Petition**

The most recent and instructive Board decision on the question of the ICCTA’s preemption of state and local land use and environmental laws when a rail carrier is not the proponent owner or operator of the project is *SEA-3, Inc. – Petition for Declaratory Order*, STB Finance Docket No. 35853 (“*SEA-3*”). In that matter, SEA-3 Inc., like Valero a non-carrier, sought a ruling that the ICCTA preempted zoning claims by the City of Portsmouth regarding SEA-3’s proposed construction of five rail berths at a liquefied petroleum gas transload facility owned and operated by SEA-3. (*SEA-3*, slip op. at 1.) Like Valero, SEA-3 claimed that the new rail berths were financially necessary to its propane-selling business. (*SEA-3*, slip op. at 2.) Like Valero, SEA-3 claimed that by opposing SEA-3’s zoning approvals the City of Portsmouth was “attempting to regulate rail transportation by [rail carrier] Pan Am through litigation that would frustrate and delay increased rail services to SEA-3’s transload facility.” (*SEA-3*, slip op. at 3.)

The Board denied the Petition for lack of jurisdiction, stating:

The Board’s jurisdiction extends to rail-related activities that take place at transloading facilities if the activities are performed by a rail carrier, the rail carrier holds out its own service through a third party that acts as the rail carrier’s agent, or the rail carrier exerts control over the third party’s operations. The record presented to the Board in this case, however, does not demonstrate that SEA-3 is a carrier or that it is performing transportation-related activities on behalf of Pan Am or any other rail carrier at the transload facility.

(*SEA-3*, slip op. at 5; *see also* STB Finance Docket No. 34824, *Tri-State Brick & Stone of N.Y.—Pet. for Declaratory Order*, slip op. at 6 (Service Date Aug. 11, 2006) (“[W]hile a facility [here the Yard] may be subject to our jurisdiction, not all activities within that facility [here, Coastal’s operations] fall under our jurisdiction.”). Here, too, the Board should deny Valero’s Petition for lack of jurisdiction as Valero – not any rail carrier – will own, construct, control, and operate the unloading facilities.

Seeking to avoid this outcome, Valero argues that *SEA-3* actually supports its Petition because the Board found that *SEA-3* “had not identified an attempt by Portsmouth to regulate Pan Am’s operations” and noted that such interference “with Pan Am’s common carrier operations . . . would be preempted under §10501(b).” (Pet. for Dec. Ord., p. 19, citing *SEA-3*, slip op. at 6 and 7. ) Valero claims that, unlike the facts presented in *SEA-3*, the City here is attempting to interfere with rail common carrier operations. (*Id.*) Valero is wrong for two reasons. First, Valero focuses on the fact that the City of Portsmouth did not seek to impose regulations in *SEA-3*, but this is a distinction without a difference. In *SEA-3* the issue under consideration was whether local regulation was permitted at all, not whether Portsmouth, in particular, could impose regulations on *SEA-3*. Second, Valero ignores the actual procedural posture of its application for a use permit from the City: the permit was denied by the Planning Commission and Valero appealed to the City Council. The City Council has not acted on the permit application. The City has not imposed any conditions on a permit’s issuance that Valero can complain of (even if such complaints lacked merit). Until its appeal is heard, Valero’s permit is still being processed and there is no final action by the City.

Valero’s Petition appears to be asking this Board to prospectively hold that state and local governments have no ability to regulate the use by parties who are not railroads of land within

those states' or communities' borders, solely because, once completed, the proposed use of the property will be accompanied by rail service to it. No statute and no case in this Board's jurisprudence, or that of the Interstate Commerce Commission ("ICC") before it, allow this Board to extend its jurisdiction so far. Valero's own description of the current state of affairs confirms that there is no impact on rail transportation that would give rise to an issue over which this Board can assert jurisdiction. Valero contends that "[i]f the EIR had contained rail transportation mitigation and had been certified and *if* the Planning Commission had approved Valero's use permit with rail transportation conditions, those conditions would not have been enforceable." (Pet. for Dec. Ord., p. 16, FN 49 [emphasis added].) But, there are no such conditions for the Board to review and evaluate – the permit was denied and Valero appealed.<sup>5</sup> Thus, as settled in *SEA-3*, the Board does not have jurisdiction over the City's discretionary review of land use permits for non-carriers.

**b. Recent Case Law Supports Denial of Valero's Petition**

Two U.S. Court of Appeals decisions also affirm that this Board does not have jurisdiction over the City's discretionary review of land use permits for a non-carrier. In *N.Y. & Atl. Ry. Co. v. STB*, 635 F.3d 66 (2nd Cir. 2011) a freight railroad entered into an agreement with Coastal Distribution, LLC to construct and operate a transloading facility on a rail yard leased by the railroad. The Town of Babylon sought to stop work on the facility on grounds that the transloading facility was a prohibited use under a local zoning ordinance. (635 F.3d at 68.)

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<sup>5</sup> The California Local Government Agencies have received and reviewed the pleading submitted in this proceeding on July 7, 2016 by the City of Benicia. As a general matter, the California Local Government Agencies agree that the denial of Valero's requested permit is not preempted, as explained more fully in this brief. The California Local Government Agencies do not agree, however, that it is appropriate for this Board to provide the guidance that Benicia seeks without specific information about the nature and content of the conditions that would be proposed. This Board has jurisdiction over rail transportation moving in interstate commerce. Without knowing precisely what conditions Benicia might wish to propose, and how or whether those conditions would impede a railroad's ability to fulfill its common carrier obligation to a shipper that has lawfully located along its lines, it is hard to envision a circumstance where any general advice without knowledge of the specifics would be of value to the parties and would not lead to more uncertainty rather than less.

Babylon petitioned the Board for a declaratory order that the zoning ordinance was not preempted. (*Id.* at 69.) The Board held that it did not have exclusive jurisdiction over the facility because the railroad’s responsibility and liability for the cars “end when they are uncoupled at the [ ] Yard and resumes when they are coupled to [the railroad’s] locomotive.” (*Id.* at 73.) The Board explained that it has exclusive jurisdiction over transloading facilities if, and only if, “the activities are performed by a rail carrier or the rail carrier holds out its own service through the third-party as an agent or exerts control over the third-party’s operation.” (*Id.*) The freight railroad and distributor sought review of the Board’s decision at the U. S. Court of Appeals. The Court agreed with the Board, holding that the facility did not constitute “transportation by rail carrier” because the railroad did not own or operate the facility and the distributor was not acting as an agent of the railroad. (*Id.* at 75.) This is precisely the analysis that applies to Valero. No railroad owns or will operate Valero’s facility, nor will Valero act as the agent of a railroad. Accordingly, the regulation of proposed uses on the Valero site is beyond the jurisdiction of this Board.

Similarly, in *Florida East Coast Ry. Co. v. City of West Palm Beach*, 266 F.3d 1324 (11th Cir. 2001), a railroad leased rail yard property in the City of West Palm Beach to a third party corporation. The corporation used the rail yard as a transloading facility. (266 F.3d at 1327.) The City of West Palm Beach issued a cease and desist order because the transloading operation did not comply with the city’s zoning. (*Id.*) The railroad sued the city, seeking a declaration that the ICCTA preempted the city’s zoning. (*Id.*) The Court held that the application of the city’s ordinances to the transloading facility did not constitute regulation of “transportation by rail carrier” within the meaning of the ICCTA preemption provision, explaining:

existing zoning ordinances of general applicability, which are enforced against a private entity leasing property from a railroad

for non-rail transportation purposes, are not sufficiently linked to rules governing the operation of the railroad so as to constitute laws ‘with respect to regulation of rail transportation.

(*Id.* at 1331.) Therefore, the Court concluded, “in no way does federal pre-emption under the ICCTA mandate that municipalities allow any private entity to operate in a residentially zoned area simply because the entity is under a lease from the railroad.” (*Id.*)

Here, the Valero unloading facilities, just like the transloading facilities in *N.Y. & Atl. Ry. Co.* and *Florida East Coast Railway*, would be owned and operated by a third party - Valero, which in no way would be acting as an agent of a railroad, much less as a rail common carrier. Valero’s refinery is subject to the same zoning laws as all property in the City.

**c. The Board’s Decisions Cited by Valero Have No Application Here**

*Boston and Main Corporation and Springfield Terminal Railroad Company – Petition for Declaratory Order*, STB Financial Docket No. 35749 (“*Winchester*”), involved a local regulation that would have prohibited a rail carrier from operating trains over a rail line. As explained by the Board in *SEA-3*, when considering the *Winchester* matter the Board determined that the ICCTA preempted a local regulation because it directly prevented the rail carrier from conducting its operations. (*SEA-3*, slip op. at 6.) Here, Valero has not identified an attempt by the City to regulate a rail carrier’s operations. Instead, the City’s denial of a permit to Valero, Valero’s appeal to the City Council, and Valero’s request for a stay of the Council’s consideration of its appeal, impact only Valero’s desire to expand its refinery facilities. Valero is not a rail carrier or acting under the auspices of a rail carrier. Thus, as the Board held in *SEA-3*, contrary to the facts of *Winchester*, “the only regulatory action at issue in this case is a local government’s participation in zoning [regulation] over the expansion of a non-carrier facility. Without more, this situation does not reflect undue interference with ‘transportation by rail carriers.’ See 49 U.S.C. § 10501(b).” (*SEA-3*, slip op. at 6-7.)

Valero also attempts to rely on *Norfolk Southern Railway v. City of Alexandria*, 608 F.3d 150 (4th Cir. 2020) (“*Alexandria*”), to ask for preemption of the city and state’s environmental and land use laws, but that case too is of no assistance. *Alexandria* involved local regulation of an ethanol transload facility constructed and owned by Norfolk Southern Railway Company and operated under its auspices. (608 F.3d at 1326.) Valero does not allege that it is a rail carrier, or that its proposed uploading would be performed under the auspices of a rail carrier, as was the case in *Alexandria*. Therefore, just as this Board held in *SEA-3*, the holdings of *Alexandria* have no relevance here. (*SEA-3*, slip op. at 6.)

**CONCLUSION**

For the foregoing reasons, the California Local Government Agencies respectfully request that the Board issue an order denying Valero’s Petition for Declaratory Order because no transportation by rail carrier that is subject to this Board’s jurisdiction is proposed to occur on Valero’s property, and no railroad owns or will operate Valero’s refinery facility. The City of Benicia is engaging in zoning and environmental regulation over the expansion of a non-carrier facility.

Respectfully submitted,

Dated: July 8, 2016

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**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a copy of the **REPLY OF THE CITIES OF DAVIS, BERKELEY AND OAKLAND, THE COUNTY OF YOLO, AND THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS IN OPPOSITION TO PETITION FOR DECLARATORY ORDER** in matter number FD-36036 by using the following service:

**SEE ATTACHED SERVICE LIST.**

**E-Mail Service:** sending the entire document as an attachment to an e-mail message to all known parties of record to this proceeding who provided electronic mail addresses.

**U.S. Mail Service:** mailing by first-class mail with postage prepaid to all known parties of record who did not provide electronic mail addresses.

Executed on **July 8, 2016**, at Sacramento, California.

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/s/ Marnie A. Prock

Marnie A. Prock

**VALERO REFINING COMPANY- PETITION FOR DECLARATORY ORDER  
FINANCE DOCUMENT NO. 36036**

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**EXHIBIT 1**

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process » I.  
OVERVIEW OF CEQA PROCESS »

**I. OVERVIEW OF CEQA PROCESS**

**§1.1 A. Introduction**

The California Environmental Quality Act (Pub Res C §§21000–21189.3), commonly referred to as CEQA, was adopted in 1970 and is one of California's most important environmental laws. CEQA applies to most public agency decisions to carry out, authorize, or approve projects that could have adverse effects on the environment. Unlike most environmental laws, CEQA generally does not contain substantive regulatory standards. Instead of prohibiting agencies from approving projects with adverse environmental effects, CEQA requires only that agencies inform themselves about the environmental effects of their proposed actions, carefully consider all relevant information before they act, give the public an opportunity to comment on the environmental issues, and avoid or reduce significant environmental impacts when it is feasible to do so.

Because litigation over CEQA compliance is expensive and time consuming, whether the environmental review of a proposed project complies with CEQA is often a significant factor in an agency's approval decision. A project approval may be set aside if a court finds that a public agency did not comply with CEQA. CEQA lawsuits are frequently filed when a development project or other action is controversial, or when members of the public or other agencies believe that the lead agency has not complied with CEQA's environmental review requirements. For these reasons, attorneys representing any party involved in the CEQA process must thoroughly understand CEQA's varied requirements.

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

**§1.2 B. Scope of Book**

This book is intended to guide attorneys and environmental professionals step by step through the CEQA process with a detailed discussion of the legal requirements and practical considerations of practice under CEQA. The book primarily takes the point of view of an attorney representing a project proponent, either a private project applicant or a public agency seeking to comply with CEQA in considering, approving, or applying for particular projects or other actions. This perspective affords the most complete context for discussion of the entire CEQA process. Throughout the text, the authors have included discussions of issues and approaches pertinent to attorneys representing other parties involved in public agency CEQA compliance. Our hope is that attorneys representing any party involved in the CEQA process will find abundant useful information for developing successful legal strategies.

Chapter 1 describes the steps in the CEQA review process (see §§1.3–1.12) and discusses the historical development of CEQA and its current statutory and regulatory framework (see §§1.14–1.34). The roles of the attorney and the public agency in the CEQA review process are covered in chapters 2 and 3, respectively.

In chapters 4 and 5, the reader is led through the initial steps of the CEQA process: determining whether the activity is a project (see chap 4), and ascertaining whether the project is exempt from CEQA requirements under statutory exemptions, categorical exemptions, or the so-called "common sense" exemption for projects that will clearly have no significant environmental impact (see chap 5).

Chapter 6 discusses the next step in the CEQA process, documenting in the initial study whether the project will have a significant effect on the environment and whether a negative declaration or environmental impact report (EIR) will be required (see chap 6). Chapter 7 covers the procedural and substantive requirements for negative declarations.

Chapters 8 through 16 discuss the detailed requirements for EIRs. Chapters 8 and 9 discuss the process for determining the scope of an EIR and the requirements for preparation and public review of draft EIRs. Chapter

10 discusses various special types of EIRs, such as program EIRs and master EIRs, that can be used to streamline CEQA requirements for certain types of actions.

Chapter 11 discusses the overall substantive requirements for an adequate EIR. Chapter 12 covers the project description, environmental setting, and baseline for impact analysis in EIRs. Chapter 13 discusses the evaluation of significant environmental impacts, chapter 14 discusses mitigation measures in EIRs, and chapter 15 discusses the evaluation of alternatives to a project. Chapter 16 covers the requirements for preparation of a final EIR, including the preparation of responses to comments.

Chapter 17 sets forth the requirements for approval of a project, including the adoption of findings. Chapter 18 covers the required adoption of mitigation monitoring or reporting provisions in connection with project approval and findings.

Chapter 19 discusses the requirements for subsequent CEQA review once a project has already been reviewed under CEQA, including the provisions governing subsequent and supplemental EIRs, and addenda to EIRs and negative declarations.

Chapter 20 discusses the relationship between CEQA and various other state and federal environmental statutes. This includes discussion of CEQA's interrelationship with the California Global Warming Solutions Act of 2006 (Health & S C §§38500–38599).

Chapter 21 describes state programs (known as certified regulatory programs) that are exempt from some EIR requirements. Chapter 22 covers preparation of joint federal/state environmental documents when projects are subject to both CEQA and the equivalent federal statute, the National Environmental Policy Act of 1969 (NEPA) (42 USC §§4321–4370h).

Chapter 23 discusses judicial review of public agency approvals that result from the CEQA review process, and the special provisions that govern CEQA litigation.

The full text of the state Guidelines for implementing CEQA are contained in 14 Cal Code Regs §§15000–15387. These Guidelines are drafted by the state Office of Planning and Research (OPR) and promulgated by the Secretary of the Natural Resources Agency. See §§1.27–1.28. The Guidelines also include appendixes with various informational documents, checklists, and notice forms. See §1.27.

A glossary of CEQA terms is in §1.36.

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### §1.3 C. Summary of Steps in CEQA Review Process

The CEQA process can be triggered by an application for a public agency approval or by an agency's decision to consider a project. The basic procedural steps of the CEQA process are described in §§1.4–1.12. For detailed discussion of all aspects of these steps, see the applicable chapters in this book.

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### §1.4 1. Pre-CEQA Application Activities

A substantial period of pre-CEQA application activity may occur before a project applicant formally applies for a development permit or other approval or before an agency formally decides to consider a particular public project. During this time, the applicant or agency staff may conduct feasibility studies, due-diligence reviews, or constraints analyses (*i.e.*, studies to identify physical constraints on the development of the site). On the attorney's involvement in preliminary project activities, see chap 2.

At this point in the process, the project sponsor (*i.e.*, the private applicant deciding to apply for a project or the agency deciding to consider a project) should identify the lead agency (*i.e.*, the agency with primary authority over the action) as well as any responsible agencies (*i.e.*, agencies with other permitting authority) or trustee agencies (*i.e.*, agencies with jurisdiction over natural resources that may be affected by the project). See chap 3. The project sponsor should also evaluate whether any prior CEQA documents have been

prepared for the project or the project site. If a prior CEQA document has been prepared and adopted, this may reduce or eliminate the need for further environmental review. See chap 19.

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### **§1.5 2. Preliminary Review: Does CEQA Apply to Proposed Action?**

The CEQA process starts with a formal proposal to proceed with an action or an application to an agency for a development permit or other approval.

If an applicant applies for a project, the first step is to determine whether the application is complete. Under CEQA and the Permit Streamlining Act (Govt C §§65920–65964), the agency must make this determination within 30 days. The application may be "deemed complete" if the agency fails to act within the 30 days. See 14 Cal Code Regs §§15060, 15101 (CEQA preliminary review). See also §4.2.

The first substantive question under CEQA is whether the action is a "project" subject to CEQA. 14 Cal Code Regs §15060. Generally, a project is a discretionary action undertaken, supported, or authorized by a public agency that may cause a physical change to the environment. See chap 4. If the action is a "project" under CEQA, the lead agency must determine whether the action is exempt from CEQA under a statutory exemption or a categorical (or regulatory) exemption contained in the CEQA Guidelines. 14 Cal Code Regs §15061. See chap 5.

If CEQA does not apply to the action, either because the action is not a "project" or because an exemption applies, an agency may file and post a notice of exemption under CEQA. See §§5.114, 5.116.

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### **§1.6 3. Initial Study Process: Is There a Potentially Significant Environmental Impact?**

If CEQA applies to the project, within 30 days after the application is complete (if there is a project application) the lead agency must prepare an initial study to determine whether the project may have a potentially significant effect on the environment. 14 Cal Code Regs §§15063, 15102. See chap 6.

On the basis of the initial study, the agency must determine the type of CEQA document to be prepared. If the initial study shows that the project may have a significant environmental impact, an EIR must be completed before the project is approved. See chaps 6, 8. If there is no possible significant impact, a negative declaration must be completed before the project is approved. 14 Cal Code Regs §§15063, 15102. See chap 7.

A mitigated negative declaration may be prepared when a possible significant impact can be avoided or substantially mitigated to insignificance by changing the project (usually by adopting or imposing a mitigation measure as a condition of approval). See Pub Res C §21080(c); 14 Cal Code Regs §15070. See also chap 6.

A lead agency may skip the initial study process and proceed directly with preparation of an EIR when it is clear that an EIR is required. Some agencies still use initial studies in such cases to determine the particular issues to be analyzed in the EIR. 14 Cal Code Regs §15063.

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### **§1.7 4. Negative Declaration Process**

If a negative declaration is to be prepared, the lead agency must complete and approve the negative declaration within 180 days after the date on which the application is complete. Pub Res C §§21100.2(a), 21151.5(a); 14 Cal Code Regs §15107. See §7.5.

The lead agency must circulate the proposed negative declaration to responsible agencies, trustee agencies, and the public for comment. The period for review and comment must be 20 days if the document is not submitted to the State Clearinghouse for review, and 30 days for negative declarations that are submitted to the Clearinghouse, unless the Clearinghouse approves a shorter review time. Pub Res C §21091(b); 14 Cal Code Regs §§15072–15073, 15105(b). See §7.20. If the lead agency is considering a mitigated negative

declaration, the lead agency may need to consider whether the document should be recirculated if additional mitigation measures are added. See §7.24. The decision-making body must consider the negative declaration and determine whether to adopt it before approving the project. 14 Cal Code Regs §15074. See §7.25. After approving the negative declaration, the agency may proceed to project approval.

## Practice Under the California Environmental Quality Act » I Overview of CEQA Process »

### §1.8 5. EIR Process

Several different types of environmental impact reports (EIRs) are prepared in different situations. Most are "project EIRs" covering a particular project. A "master EIR" may be prepared for a planning action or multiphased project. A "program EIR" or "staged EIR" may be prepared in some similar situations. A "focused EIR" may be prepared for an approval following a master EIR (and in certain other situations), and a "subsequent" or "supplemental EIR" may be prepared for later approvals when some change in circumstance or new information requires it. See chap 10 (types of EIRs), chaps 12–15 (general requirements for EIRs), and chap 19 (subsequent EIRs).

For many projects, the first step in the EIR process is selection of the consultant or agency staff who will prepare the EIR (see §§9.6–9.10) and, for private projects, submission of project information by the applicant (see §9.3). The next step is a consultation and scoping process to identify the major issues to be identified and analyzed in the EIR. This process begins with circulation of a notice of preparation by the lead agency to responsible agencies and other involved agencies. Pub Res C §21080.4; 14 Cal Code Regs §15082. Responsible agencies must provide the lead agency with information on the scope and content of the EIR within 30 days following receipt of the notice. Pub Res C §21080.4; 14 Cal Code Regs §§15082, 15103. This process can be expanded to include members of the public. See §8.20.

The EIR preparer conducts the necessary studies (or arranges for consultants to do this) and writes the EIR, often circulating internal administrative drafts during this process. See §9.11. For suggestions on how attorneys can work well with agency staff and consultants during this process, see §2.4. When a draft EIR has been completed and is ready for public review, a notice of completion is prepared. The EIR preparer files a notice of completion with the Office of Planning and Research (OPR) in either a printed hard copy, an electronic form on a disk, or by e-mail submission. 14 Cal Code Regs §15085. Agencies are encouraged to post copies of the notices on the Internet. 14 Cal Code Regs §15085(e). The draft EIR is then circulated for comments by the public and other agencies. The OPR's State Clearinghouse coordinates distribution of the EIR to state and regional agencies for review and comment. 14 Cal Code Regs §§15085–15086. See Pub Res C §§21092, 21161. When review through the State Clearinghouse (SCH) is required, the lead agency must provide one copy of the EIR in electronic format to the Clearinghouse. Pub Res C §21082.1(c)(4). See also §§9.17–9.30. The SCH coordinates the state-level review of environmental documents under CEQA, provides technical assistance on land use planning and CEQA matters, and coordinates state review of certain federal grants programs. The SCH also maintains the CEQAnet database, a searchable database of all environmental documents that SCH receives from public agencies. Information about the SCH and its publications can be obtained from its website.

The public review period is 45 to 60 days, and a public hearing on the draft EIR is encouraged but not required. Agencies may post notices of the hearings on the Internet. 14 Cal Code Regs §§15201–15202. During this period, agencies and individuals provide written comments on the EIR and may also comment at the hearing, if one is held. See 14 Cal Code Regs §§15087, 15105(a), 15202. See also Pub Res C §21091 and §9.28. After the public review period, the lead agency evaluates comments on the draft EIR and prepares responses to those comments. The lead agency then prepares the final EIR, which consists of the draft EIR plus the comments and responses, and any revisions to the draft EIR that are made in response to the submitted comments. 14 Cal Code Regs §§15088–15089. See Pub Res C §§21092.5, 21104, 21153. See also §16.3.

The EIR need not be circulated again for public review unless significant new information is added, in which case further public and agency review is required. Pub Res C §21092.1; 14 Cal Code Regs §15088.5. In all cases, however, the lead agency must provide other commenting agencies with copies of the responses to their comments 10 days before certifying the EIR. See Pub Res C §21092.5. See also §16.14.

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### **§1.9 6. Project Approval**

Before approving a project for which a negative declaration was prepared, the lead agency must consider the negative declaration with any comments received on it and approve the negative declaration. 14 Cal Code Regs §15074. See §7.25.

Before approving a project for which an EIR was prepared, the lead agency must certify the EIR by finding that it was completed in compliance with CEQA and that the information in the EIR was presented and considered before the project was approved. 14 Cal Code Regs §15090. See §16.4.

In conjunction with project approval for an EIR project, the agency must adopt findings regarding mitigation measures, project alternatives, and any unavoidable impacts. Pub Res C §21081; 14 Cal Code Regs §§15091–15092. If significant impacts cannot be mitigated, the agency must adopt a statement of overriding considerations, supported by substantial evidence in the record, stating why the project is being approved despite the unavoidable impacts. 14 Cal Code Regs §15093. See §§17.32–17.34.

In conjunction with adoption of EIR findings or approval of a mitigated negative declaration, the agency must adopt a reporting or monitoring program designed to ensure that mitigation measures for the project actually are implemented. Pub Res C §21081.6. See chap 18.

The agency must file a notice of determination following the project approval (14 Cal Code Regs §§15075, 15094) and may need to pay a filing fee in connection with this notice. See Pub Res C §§21108, 21152. See also §17.46. The agency is encouraged to post the notice on the Internet. 14 Cal Code Regs §15075(h).

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### **§1.10 7. Subsequent Approvals and CEQA Review**

After the lead agency approves a project, other approvals may be required from responsible agencies or additional approvals may be required from the lead agency. With certain exceptions, responsible agencies must use the EIR or negative declaration adopted by the lead agency. See Pub Res C §21167.2. See also §§3.28–3.29. In connection with these approvals, the agency may have to determine whether additional CEQA review is required. See Pub Res C §21166; 14 Cal Code Regs §15162.

Generally, no subsequent or supplemental EIR is required unless (a) a new or more severe significant impact is caused by a change in the project or a changed circumstance or (b) significant new information that could not have been known when the EIR was prepared becomes available. Pub Res C §21166; 14 Cal Code Regs §§15162–15164. See chap 19.

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### **§1.11 8. Judicial Review of Agency Actions**

CEQA establishes short time periods within which any suit challenging an agency's compliance with CEQA must be filed. If a notice of determination is posted after a project is approved following certification of an EIR or adoption of a negative declaration, the time limit is generally 30 days after the date the notice was filed. Pub Res C §21167(e); 14 Cal Code Regs §15112(c)(1).

If a notice of exemption is filed following agency approval of a project that is exempt from CEQA, a CEQA challenge must be brought within 35 days after the filing. Pub Res C §21167(d); 14 Cal Code Regs §15112(c)(2).

If the agency does not file and post a notice of its decision, a CEQA challenge must be filed within 180 days after approval of the project. Pub Res C §21167(a); 14 Cal Code Regs §15112(c)(5).

On these time limits and the standards of judicial review for CEQA actions, see chap 23.

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### §1.12 9. Special Situations Relating to CEQA

A wide variety of CEQA provisions set out special standards or procedures for specific projects or types of projects. On these provisions and CEQA's relation to planning and environmental laws, see chap 20.

A number of state agency programs are designated by the state Natural Resources Agency as "certified regulatory programs" because the programs already include environmental review that is "functionally equivalent" to CEQA. Special rules govern approvals under certified regulatory programs. See chap 21.

If a project requires approvals from a federal agency, the National Environmental Policy Act of 1969 (NEPA) (42 USC §§4321–4370h), the federal equivalent of CEQA, may apply. If the project involves a "major federal action" with significant impacts, an environmental impact statement (EIS) under NEPA may be required. Sometimes a joint EIR/EIS can be used to satisfy the requirements of both CEQA and NEPA. See chap 22. See also California Land Use Practice, chap 14 (Cal CEB).

Practice Under the California Environmental Quality Act » 1 Overview of CEQA Process »

### §1.13 D. CEQA Process Flow Chart

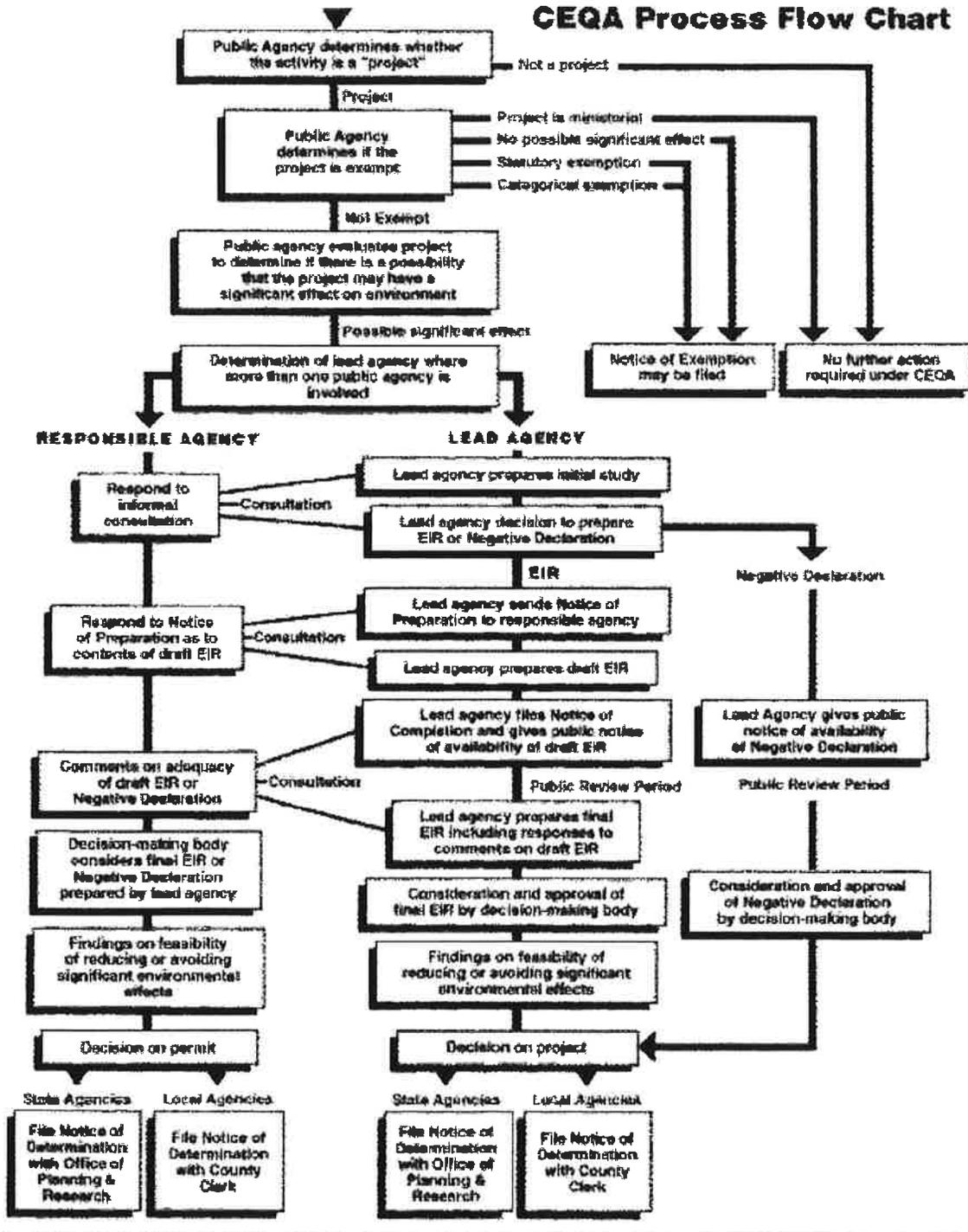
The steps in the basic CEQA review process, outlined in §§1.3–1.10, are depicted visually in the flow chart on the next page, which appears as CEQA Guidelines Appendix A. For an electronic version of this flow chart, see the Natural Resources Agency website.

# CEQA

The California Environmental Quality Act

[Credits](#) | [Disclaimer](#)

## CEQA Process Flow Chart



## City Council Agenda Item Old Business

**Item No:** 146  
~~11.G.~~  
**Date:** August 11, 2016  
**Subject:** Consider report on PACE program implementation

At your prior meeting staff was directed to bring back resolutions rescinding authorization to use this program in Dunsmuir if there are costs to be absorbed by City. City Managers of other Siskiyou County cities raised this concern and have met with Siskiyou County Auditor-Controller. Staff is informed that a better understanding of the program has been achieved and at this time there is no need to revoke the program. City Mangers group will continue to monitor this with Auditor-Controller.

**Recommendation:** Move to receive and file the above report on PACE program implementation.

## City Manager

---

**From:** Steven Baker <Sbaker@ci.yreka.ca.us>  
**Sent:** Thursday, July 28, 2016 8:09 AM  
**To:** City Manager; stock@ci.weed.ca.us; Paul Eckert  
**Subject:** RE: PACE program

Randy:

I talked to Jennie previously. Her enthusiasm was low, but she subsequently talked to another PACE program and got things squared away.

I iced my agenda item that would have allowed all four of the companies to operate the PACE program and frankly just haven't gotten back to that project. I probably will revisit it in a couple of months.

We were looking at the program that you discussed, as well as Ygreen (adopted by County), HERO, and another that I can't recall off the top of my head.

Steve

**From:** City Manager [mailto:citymanager@ci.dunsmuir.ca.us]  
**Sent:** Wednesday, July 27, 2016 8:42 PM  
**To:** stock@ci.weed.ca.us; Steven Baker <Sbaker@ci.yreka.ca.us>; Paul Eckert <eckert@mtshastaca.gov>  
**Subject:** PACE program

Received July 20 letter from County of Siskiyou Auditor-Controller today further muddying the waters. So where are you all on the PACE program? The one approved in Dunsmuir is with California Statewide Communities Development Authority. I have not heard of the other sponsors/companies Auditor-Controller mentions in her letter.

Randy L. Johnsen  
Interim City Manager  
(530) 235-4822 x 103  
[citymanager@ci.dunsmuir.ca.us](mailto:citymanager@ci.dunsmuir.ca.us)

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County of Siskiyou  
Jennie Ebejer, Auditor-Controller

311 Fourth Street, Room 101 • Yreka, California 96097 • Phone: 530.842.8030 • Fax: 530.842.8077

July 20, 2016

City of Dunsmuir  
Attn: City Council  
5915 Dunsmuir Avenue  
Dunsmuir CA 96025

Re: Property Assessed Clean Energy (PACE) program

I have recently been made aware that different companies are sweeping California and targeting counties and cities in an effort to bring the PACE program to our communities. Unfortunately some of the communication is not always clear. I wanted to take this opportunity to help with making sure that this is a smooth and seamless transition for the constituents of the County of Siskiyou.

The companies that I have been made aware of are Ygrene, HERO, and Fig Tree. I'm sure there are probably more than this, but these are the ones that I'm aware of.

What do we need from you? I need you to send me copies of all of your resolutions that you currently have and any future companies that you may go with. If you have contact information for each of the companies please include their name and phone number. The county will be contracting with these companies to have the ability to place the homeowner's new assessment on the property tax roll.

Please let me know if you have any questions regarding this or if I can clarify anything for you. You can reach me directly at (530) 842-8020. If you would like to send the resolutions electronically, please send them to [jebejer@co.siskiyou.ca.us](mailto:jebejer@co.siskiyou.ca.us), please reference PACE Program and your city name in the subject line. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennie Ebejer".

Jennie Ebejer  
Auditor-Controller

# City Council Agenda Item

## New Business

**Item No:** 12.F.  
**Date:** July 21, 2016  
**Subject:** Consider and authorize Interim City Manager to prepare documents to withdraw from PACE program if there is to be cost borne by City

Recently the City Council adopted Resolutions to allow residents and businesses to enroll in and apply for PACE loan funding through CSCDA. Last year when the same resolutions were adopted and recently when these resolutions were adopted it was presented that there would never be any costs to the City for individuals participating in the program.

Cities in Siskiyou County are now being notified by Siskiyou County Auditor that cities will be charged for County auditor staff time and expenses in doing tax accounting, billing and handling of payments under this program. The Auditor advises she will be forwarding to all of the cities in the County an agreement which is intended to make cities responsible for these costs.

Staff knows of no justification for the City to bear the private cost of a loan that benefits and individual or business entity. A representative from CSCDA (California Statewide Communities Development Authority) has advised that he is in negotiations with County Auditor. If a resolution is not available the PACE program will not be offered in Siskiyou County.

**Recommendation:** Move to authorize Interim City Manager to prepare documents to withdraw from PACE program if there is to be cost borne by City

DK + BD  
(3-2) BC + JS

**From:** Paul Eckert [<mailto:eckert@mtshastaca.gov>]  
**Sent:** Friday, June 10, 2016 8:32 PM  
**To:** Ron Stock <[stock@ci.weed.ca.us](mailto:stock@ci.weed.ca.us)>; James Hamill <[jhamill@cscda.org](mailto:jhamill@cscda.org)>  
**Cc:** [pjs1031@yahoo.com](mailto:pjs1031@yahoo.com); Steven Baker <[Sbaker@ci.yreka.ca.us](mailto:Sbaker@ci.yreka.ca.us)>; Kelly McKinnis <[mckinnis@ci.weed.ca.us](mailto:mckinnis@ci.weed.ca.us)>  
**Subject:** RE: PACE Information Request Form

The City of Mt. Shasta would react similarly to the City of Weed.

**From:** Ron Stock [<mailto:stock@ci.weed.ca.us>]  
**Sent:** Thursday, June 09, 2016 3:58 PM  
**To:** James Hamill <[jhamill@cscda.org](mailto:jhamill@cscda.org)>  
**Cc:** [pjs1031@yahoo.com](mailto:pjs1031@yahoo.com); Paul Eckert <[eckert@mtshastaca.gov](mailto:eckert@mtshastaca.gov)>; Steven Baker <[Sbaker@ci.yreka.ca.us](mailto:Sbaker@ci.yreka.ca.us)>; Kelly McKinnis <[mckinnis@ci.weed.ca.us](mailto:mckinnis@ci.weed.ca.us)>  
**Subject:** RE: PACE Information Request Form

James,

This program was "sold" to us on the basis that it required minimal effort on the part of the City and no cost. We just received a call from the Siskiyou County Auditor alleging that the City will be responsible for the staff time and expenses of her office in doing the tax accounting, billing, and handling of payments. She advises that she will be forwarding to all of the cities in the County (seven of nine apparently) an agreement which is intended to make us responsible for these costs. Is she accurate in her interpretation? If so, and there is a cost to the City of Weed for this program, we will rescind our approval of the PACE Resolution. I cannot justify having the taxpayers of the City bear the private cost of a loan to the benefit of one individual or business entity.

Ron Stock  
Weed City Administrator

## City Manager

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**From:** Pamela Stock <pjs1031@yahoo.com>  
**Sent:** Tuesday, July 12, 2016 2:16 PM  
**To:** City Manager  
**Subject:** Fwd: PACE Information Request Form

Sent from my iPhone

Begin forwarded message:

**From:** James Hamill <jhamill@cscda.org>  
**Date:** June 10, 2016 at 8:40:28 PM PDT  
**To:** Paul Eckert <eckert@mtshastaca.gov>, Ron Stock <stock@ci.weed.ca.us>  
**Cc:** "pjs1031@yahoo.com" <pjs1031@yahoo.com>, Steven Baker <Sbaker@ci.yreka.ca.us>, Kelly McKinnis <mckinnis@ci.weed.ca.us>  
**Subject:** RE: PACE Information Request Form

Hi Paul and All,

I do have a message into the County and hopefully will have more answers next week. We agree with your position and would/will not offer the program in Siskiyou County if this is how the County decides to proceed. Thanks and enjoy the weekend.

Kind regards,

James



James Hamill  
Managing Director  
Direct: 925.476.5644  
Cell: 925.708.0271  
1700 North Broadway | Suite 405  
Walnut Creek, CA 94596

[www.cscda.org](http://www.cscda.org)



## City Manager

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**From:** Ron Stock <stock@ci.weed.ca.us>  
**Sent:** Friday, July 29, 2016 9:49 AM  
**To:** Steven Baker; City Manager; Paul Eckert  
**Subject:** RE: PACE program

Weed approved all four programs, but did it at two separate meetings—one before Jennie’s letter and one after she changed her position.

**From:** Steven Baker [mailto:Sbaker@ci.yreka.ca.us]  
**Sent:** Thursday, July 28, 2016 8:09 AM  
**To:** City Manager; Ron Stock; Paul Eckert  
**Subject:** RE: PACE program

Randy:

I talked to Jennie previously. Her enthusiasm was low, but she subsequently talked to another PACE program and got things squared away.

I iced my agenda item that would have allowed all four of the companies to operate the PACE program and frankly just haven’t gotten back to that project. I probably will revisit it in a couple of months.

We were looking at the program that you discussed; as well as Ygreen (adopted by County), HERO, and another that I can’t recall off the top of my head.

Steve

**From:** City Manager [mailto:citymanager@ci.dunsmuir.ca.us]  
**Sent:** Wednesday, July 27, 2016 8:42 PM  
**To:** stock@ci.weed.ca.us; Steven Baker <Sbaker@ci.yreka.ca.us>; Paul Eckert <eckert@mtshastaca.gov>  
**Subject:** PACE program

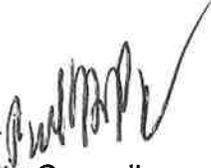
Received July 20 letter from County of Siskiyou Auditor-Controller today further muddying the waters. So where are you all on the PACE program? The one approved in Dunsmuir is with California Statewide Communities Development Authority. I have not heard of the other sponsors/companies Auditor-Controller mentions in her letter.

Randy L. Johnsen  
Interim City Manager  
(530) 235-4822 x 103  
[citymanager@ci.dunsmuir.ca.us](mailto:citymanager@ci.dunsmuir.ca.us)

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**MEMORANDUM**

August 4, 2016

From: City Manager   
To: Mayor and City Council

Subj: Information regarding blue bag recycling program

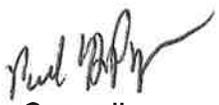
My understanding from the last City Council meeting, is that the City Council approved the Blue Bag Recycling program with Clemens Garbage Collection and was seeking the public use.

It has been reported to me that during the summer that approximately 90 bags are used each day of collection x 2 days a week collection (North on Monday and South on Thursday) for a total of approximately 180 bags per week.

It was further reported that in the winter it is approximately 60 bags are used each day of collection x 2 days a week collection (North on Monday and South on Thursday) for a total of approximately 120 bags per week.

**Agenda Item: 11.1****MEMORANDUM**

August 4, 2016

From: City Manager   
To: Mayor and City Council

Subj: Airport Application for Federal Assistance from the FAA for Mott Airport

There are two (2) Revised Applications for Federal Assistance (SF-424) submitted last week to the Federal Aviation Administration (FAA): (1) \$100,899 for the Pavement Maintenance Management Plan (PMMP); (2) \$240,929 for the Airport Layout Plan with AGIS. These are the same applications which were submitted in February. They were revised due to estimates from the consultants and Independent Fee Estimates. The applications were sent to Carol Ford who will hand carry them to the FAA.

The Professional Services Agreement Between the City of Dunsmuir and Coffman Associates, INC and between the City of Dunsmuir and Dyer Engineering, Inc. have been signed by the City and forward to Coffman Associates for their signature. **NO WORK WILL PROCEED UNTIL A WORK ORDER IS INITIATED BY THE CITY AFTER THE GRANT IS RECEIVED.**

The City is now waiting on the FAA to approve and provide the funding per our request so that the work can begin.

**Application for Federal Assistance SF-424**

<p>* 1. Type of Submission</p> <p><input type="checkbox"/> Preapplication</p> <p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Changed/Corrected Application</p>	<p>* 2. Type of Application</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Continuation</p> <p><input type="checkbox"/> Revision</p>	<p>* If Revision, select appropriate letter(s):</p> <p>- Select One -</p> <p>* Other (Specify)</p>
--	--	--

* 3. Date Received:	4. Application Identifier:
---------------------	----------------------------

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
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**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

\* a. Legal Name: City of Dunsmuir

* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-600324	*c. Organizational DUNS:
--	--------------------------

**d. Address:**

\* Street1: 5915 Dunsmuir Ave  
 Street 2:  
 \* City: Dunsmuir  
 County: Siskiyou  
 \* State: California  
 Province: --  
 Country: United States \*Zip/ Postal Code: 96025

**e. Organizational Unit:**

Department Name: City	Division Name:
--------------------------	----------------

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. First Name: Paul  
 Middle Name:  
 \* Last Name: Poczobut  
 Suffix:

Title: City Manager

Organizational Affiliation:

* Telephone Number: (530) 235-4822	Fax Number:
------------------------------------	-------------

\* Email: citymanager@ci.dunsmuir.ca.us

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

FAA

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Dunsmuir, Siskiyou County

\* 15. Descriptive Title of Applicant's Project:

1. Pavement Maintenance Management Plan

**Attach supporting documents as specified in agency instructions.**



**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

NONE.

**INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

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1.	<p><b>Type of Submission:</b> (Required) Select one type of submission in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>
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3.	<p><b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.</p>
4.	<p><b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.</p>
5a.	<p><b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.</p>
5b.	<p><b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.</p>
6.	<p><b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.</p>
7.	<p><b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.</p>
8.	<p><b>Applicant Information:</b> Enter the following in accordance with agency instructions:</p> <ul style="list-style-type: none"> <li>a. <b>Legal Name:</b> (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li>b. <b>Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</li> <li>c. <b>Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li>d. <b>Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li>e. <b>Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable.</li> <li>f. <b>Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</li> </ul>
9.	<p><b>Type of Applicant:</b> (Required)            Select up to three applicant type(s) in accordance with agency instructions:</p> <ul style="list-style-type: none"> <li>A. State Government</li> <li>B. County Government</li> <li>C. City or Township Government</li> <li>D. Special District Government</li> <li>E. Regional Organization</li> <li>F. U.S. Territory or Possession</li> <li>G. Independent School District</li> <li>H. Public/State Controlled Institution of Higher Education</li> <li>I. Indian/Native American Tribal Government (Federally Recognized)</li> <li>J. Indian/Native American Tribal Government (Other than Federally Recognized)</li> <li>K. Indian/Native American Tribally Designated Organization</li> <li>L. Public/Indian Housing Authority</li> <li>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>O. Private Institution of Higher Education</li> <li>P. Individual</li> <li>Q. For-Profit Organization (Other than Small Business)</li> <li>R. Small Business</li> <li>S. Hispanic-serving Institution</li> </ul>

Item	Entry
	T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	<b>Funding Opportunity Number/Title:</b> Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	<b>Congressional Districts Of:</b> (Required) <b>16a.</b> Enter the applicant's Congressional District, and <b>16b.</b> Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, and NC-103 for North Carolina's 103 <sup>rd</sup> district. <ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	<b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	<b>Authorized Representative:</b> (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.  A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. .... 20-106 .....
2. Functional or Other Breakout                      1. Pavement Maintenance Management Plan

**SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense,	\$	\$	\$ 8,000
2. Preliminary expense			\$
3. Land, structures, right-of-way		IFE	\$ 1,400
4. Architectural engineering basic fees			\$ 89,900
5. Other Architectural engineering fees			
6. Project inspection fees		City	\$ 1,600
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			\$
11. Construction and project improvement			\$
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$ 100,900
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$ 100,900
20. Federal Share requested of Line 19			\$ 90,810
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$ 90,810
23. Grantee share			\$ 5,549
24. Other shares			\$ 4,540.
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 100,900



Application for Federal Assistance SF-424		
* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	- Select One -
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	
* 3. Date Received:	4. Application Identifier:	
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:	
<b>State Use Only:</b>		
6. Date Received by State:	7. State Application Identifier:	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: City of Dunsmuir		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-600324	*c. Organizational DUNS:	
<b>d. Address:</b>		
* Street1: 5915 Dunsmuir Ave		
Street 2:		
* City: Dunsmuir		
County: Siskiyou		
* State: California		
Province: --		
Country: United States	*Zip/ Postal Code: 96025	
<b>e. Organizational Unit:</b>		
Department Name:	Division Name:	
City		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix:	First Name: Paul	
Middle Name:		
* Last Name: Poczobut		
Suffix:		
Title: City Manager		
Organizational Affiliation:		
* Telephone Number: (530) 235-4822	Fax Number:	
* Email: citymanager@ci.dunsmuir.ca.us		

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

FAA

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Dunsmuir, Siskiyou County

\* 15. Descriptive Title of Applicant's Project:

1. Narrative Airport Layout Plan including an updated Exhibit A Property Map and
2. Airports Geographic Information System (Airports GIS)

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: 2nd	*b. Program/Project: 2nd
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 08/16/2016	*b. End Date: 08/30/2017
<b>18. Estimated Funding (\$):</b>	
*a. Federal	216,836.00
*b. Applicant	13,251.00
*c. State	10,842.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	240,929.00
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)  <input checked="" type="checkbox"/> ** I AGREE  ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Mr.	*First Name: Paul
Middle Name:	
*Last Name: Poczobut	
Suffix:	
*Title: City Manager	
*Telephone Number: (530) 235-4822	Fax Number:
* Email: citymanager@ci.dunsmuir.ca.us	
*Signature of Authorized Representative:	*Date Signed:

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

NONE.

**INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

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3.	<b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.
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6.	<b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.
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8.	<b>Applicant Information:</b> Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> <li>a. <b>Legal Name:</b> (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li>b. <b>Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</li> <li>c. <b>Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li>d. <b>Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li>e. <b>Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable.</li> <li>f. <b>Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</li> </ul>
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Item	Entry
	T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
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12.	<b>Funding Opportunity Number/Title:</b> Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
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14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	<b>Congressional Districts Of:</b> (Required) <b>16a.</b> Enter the applicant's Congressional District, and <b>16b.</b> Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, and NC-103 for North Carolina's 103 <sup>rd</sup> district. <ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	<b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	<b>Authorized Representative:</b> (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.  A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. .... 20-106
2. Functional or Other Breakout                    1. Airport Layout Plan with AGIS

**SECTION B -CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 13,900
2. Preliminary expense inc.            DBE			\$ 11,000
3. Land, structures, right-of-way        IFE			\$ 1,400
4. Architectural engineering basic fees			\$ 214,629
5. Other Architectural engineering fees			
6. Project inspection fees			\$
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			\$
11. Construction and project improvement			\$
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$ 240,929
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$ 240,929
20. Federal Share requested of Line 19			\$ 216,836
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$ 216,836
23. Grantee share			\$ 13,251
24. Other shares			\$ 10,842
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$240,929

15A  
Agenda Item: ~~12.A~~

**MEMORANDUM**

August 4, 2016

From: City Manager   
To: Mayor and City Council

Subj: Clean-up of Train 1727

Councilman Dave Keisler is requesting to address the City Council with the condition and potential cleaning up of Train 1727.

## City Council Agenda Item New Business

**Item No:** <sup>15B</sup>  
~~12.b.~~  
**Date:** August 11, 2016  
**Subject:** Consider and Adopt Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Downtown Water Storage Replacement and Relocation Project.

The City has complied with the California Environmental Quality Act (CEQA) and completed an Initial Study/Mitigated Negative Declaration for the City of Dunsmuir Water Storage Tank Replacement and Relocation Project.

This was made available to the general public and interested agencies for a 30-day review period. The State Clearinghouse ended July 6, 2016 and the general public review period ended July 9, 2016.

There were two comment letters received from California Department of Fish and Wildlife and the Central Valley Regional Water Quality Control Board. There were no comments from the general public.

The Mitigation Monitoring and Reporting Program (MMRP) presents all mitigation measures for the project and describes necessary monitoring actions to be taken, as well as the timing and frequency of the prescribed monitoring activities. CEQA requires that, when adopting a Mitigated Negative Declaration, the lead agency must also adopt a MMRP.

**Recommendation:** Move to adopt Resolution No. 2016-\_\_ Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Dunsmuir Downtown Water Storage Replacement and Relocation Project.

RESOLUTION NO. 2016-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR, CA ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DUNSMUIR DOWNTOWN WATER STORAGE TANK REPLACEMENT AND RELOCATION PROJECT**

**WHEREAS**, the City of Dunsmuir has proposed to replace its 400,000-gallon downtown water storage tank with a 900,000-gallon water storage tank at the slightly higher level and a more stable system pressure, and

**WHEREAS**, the City, through its consultant ENPLAN, prepared an Initial Study and Mitigated Negative Declaration addressing environmental impacts of the Project, as well as a Mitigation Monitoring and Reporting Program for the Project, as per the requirements of the California Environmental Quality Act, and

**WHEREAS**, a Notice of Availability of the Initial Study was published in the local newspaper, and the Initial Study/Mitigated Negative Declaration was made available to the general public for a 30-day review period ending July 6, 2016 for the State Clearinghouse and July 9, 2016 for the general public, and

**WHEREAS**, mitigation measures to bring the impacts of the project to less than significant levels have been identified in the Mitigated Negative Declaration and shall be incorporated into the project; and

**WHEREAS**, the Mitigation Monitoring and Reporting Program has been developed for the Project to ensure that all mitigation measures will in fact be implemented by the City; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dunsmuir, CA adopts the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Dunsmuir Downtown Water Tank Replacement and Relocation Project, on the basis that:

1. The Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act and all legal requirements, including all public notice and comment period requirements.
2. The City Council finds on the basis of the whole record before it, including the Initial Study and any comments received, that there is no substantial evidence that the Project will have a significant effect on the environment, and the mitigated negative declaration reflects the lead agency's independent judgement and analysis.
3. The City Council approves and adopts the Mitigation Monitoring and Reporting Program for the Project, and directs City staff, in carrying out the Project, to implement and comply with: (1) the Mitigation Measures, which are described and referenced in the Initial Study and Mitigated Negative Declaration; and (2) the Mitigation Monitoring and Reporting Program.

4. The custodian of the documents comprising the record of proceedings is the City Manager, or his/her designee, of the City of Dunsmuir, whose office is located at 5915 Dunsmuir Ave, Dunsmuir, CA 96025.

IT IS HEREBY CERTIFIED that 2016-\_\_\_\_ was passed and adopted this 11th day of August, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: August 11, 2016

ATTEST:

---

Julie Iskra, City Clerk

---

Josh Spurlock, Mayor

32-23  
July 13, 2016

**MEMORDANUM**

TO: Pam Stock, City of Dunsmuir

CC: Paul Reuter

FROM: Lindsay Kantor

SUBJECT: Dunsmuir Downtown Tank Replacement and Relocation Project—Response to Comments and Mitigation Monitoring and Reporting Program

In accordance with the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) for the Dunsmuir Downtown Tank Replacement and Relocation Project was made available to the general public and interested agencies for a 30-day review period. The agency review period managed by the State Clearinghouse ended July 6; the general public review period ended July 9, 2016. All written comments received during the public review period are attached, along with written responses to environmental issues raised by commenters on the IS/MND. A Mitigation Monitoring and Reporting Program (MMRP) prepared for the project is also attached.

**Response to Comments**

In addition to confirmation from the State Clearinghouse that the 30-day posting requirement had been met, two (2) comment letters were received with regard to the IS/MND. The comment letters were received from Michael Harris, Interior Conservation Planning Supervisor, at California Department of Fish and Wildlife, and Dannas Berchtold, Engineering Associate, at the Central Valley Regional Water Quality Control Board. No comments from the general public were received. Both letters are reproduced in their entirety and are followed by response(s) to the letters.

**Mitigation Monitoring and Reporting Program**

The MMRP presents all mitigation measures for the project and describes necessary monitoring actions to be taken, as well as the timing and frequency of the prescribed monitoring activities. CEQA requires that, when adopting a Mitigated Negative Declaration, the lead agency must also adopt a MMRP.

encl. Public Comment Letters  
Responses  
Mitigation Monitoring and Reporting Program



Edmund G. Brown Jr.  
Governor

STATE OF CALIFORNIA  
Governor's Office of Planning and Research  
State Clearinghouse and Planning Unit



Ken Alex  
Director

July 7, 2016

Pamela Stock  
City of Dunsmuir  
5915 Dunsmuir Avenue  
Dunsmuir, CA 96025

Subject: Downtown Tank Relocation and Replacement Project  
SCH#: 2016062018

Dear Pamela Stock:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on July 6, 2016, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan  
Director, State Clearinghouse

Enclosures  
cc: Resources Agency

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044  
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

**Document Details Report  
State Clearinghouse Data Base**

**SCH#** 2016062018  
**Project Title** Downtown Tank Relocation and Replacement Project  
**Lead Agency** Dunsmuir, City of

**Type** MND Mitigated Negative Declaration

**Description** The project entails replacement of the City's existing 400,000 gallon downtown water storage tank with a new 900,000 gallon storage tank at a slightly higher elevation. A new tank is necessary to provide water storage at a higher elevation so that more stable system pressures can be delivered during peak demands, to increase water storage, and to replace the aged tank. Associated improvements include a pipeline, access road, supervisory valve, and two pressure reducing valves. The project site is not identified as a hazardous waste facility, hazardous waste property, or hazardous waste disposal site.

**Lead Agency Contact**

**Name** Pamela Stock  
**Agency** City of Dunsmuir  
**Phone** (530) 235-4822 **Fax**  
**email**  
**Address** 5915 Dunsmuir Avenue  
**City** Dunsmuir **State** CA **.Zip** 96025

**Project Location**

**County** Siskiyou  
**City** Dunsmuir  
**Region**  
**Lat / Long** 41° 12' 47" N / 122° 16' 30" W  
**Cross Streets** Various  
**Parcel No.** various  
**Township** 39N **Range** 4W **Section** 24,25 **Base** MDMB

**Proximity to:**

**Highways** 5  
**Airports**  
**Railways** UPRR  
**Waterways** Sac River  
**Schools** Dunsmuir HS, Dunsmuir ES  
**Land Use** Open space, roads/multi family res, central commercial, non prime ag/combining district/low density res

**Project Issues** Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Wetland/Riparian; Water Supply; Landuse; Cumulative Effects; Other Issues; Growth Inducing

**Reviewing Agencies** Resources Agency; Department of Fish and Wildlife, Region 1; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 2; State Water Resources Control Board, Division of Drinking Water; State Water Resources Control Board, Division of Financial Assistance; Regional Water Quality Control Bd., Region 5 (Redding); Native American Heritage Commission; Public Utilities Commission; State Lands Commission

**Date Received** 06/07/2016 **Start of Review** 06/07/2016 **End of Review** 07/06/2016

**State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit**

The Clearinghouse submitted the Mitigated Negative Declaration to select state agencies for review. The 30-day agency review period closed on July 6, 2016; comments received by the Clearinghouse were provided to City staff.

*Response: Noted. No response necessary.*



July 5, 2016

Ms. Pamela Stock  
 Interim City Manager  
 City of Dunsmuir  
 5915 Dunsmuir Avenue  
 Dunsmuir, CA 96025

**Subject: Review of the Proposed Mitigated Negative Declaration for the Downtown Tank Relocation and Replacement Project, City of Dunsmuir, Siskiyou County, California**

Dear Ms. Stock:

The California Department of Fish and Wildlife (Department) has reviewed the Draft Mitigated Negative Declaration dated June 2016, for the above-referenced project (Project). As a trustee for the State's fish and wildlife resources, the Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and their habitat. As a responsible agency, the Department administers the California Endangered Species Act and other provisions of the Fish and Game Code that conserve the State's fish and wildlife public trust resources. The Department offers the following comments and recommendations on this Project in our role as a trustee and responsible agency pursuant to the California Environmental Quality Act, California Public Resource Code section 21000 et seq.

**Project Description**

The proposed Project "entails replacement of the City of Dunsmuir's existing 400,000-gallon downtown water storage tank with a new 900,000-gallon storage tank at a slightly higher elevation. A new tank is necessary to provide water storage at a higher elevation so that more stable system pressures can be delivered during peak demands, to increase water storage, and to replace the aged tank. Associated improvements include a pipeline, access road, supervisory valve, and two pressure reducing valves."

**Comments and Recommendations**

A site visit of the Project was conducted with City staff, ENPLAN, and the Department on December 15, 2015. The Department has the following comments:

1. On page 25 of the MND/IS, it states that the City will be diverting the water that was previously used for the continuous overflow. This volume or rate of flow of water would instead be allowed to flow naturally to Mossbrae Falls, which feeds the Sacramento River. The Lead Agency should quantify the amount of water not being diverted and should be documenting their forbearance or protecting the downstream flow via some legal mechanism. Please clarify whether instream flow is a designated beneficial use currently listed for the City's water right. The

1 - 1

*Conserving California's Wildlife Since 1870*

- 1 - 1  
cont. Department is supportive of this action; however, it will need to be documented.  
Will the City formally petition for a Dedicated Instream Water (Section 1707) use?
- 1 - 2 2. Mitigation Measure 4.1 states that a botanical field survey will be conducted in the  
summer. The Department requests that results of this survey be sent to the  
Department at the following address: California Department of Fish and Wildlife,  
Attn: CEQA, 601 Locust Street, Redding, CA 96001.
- 1 - 3 3. Mitigation Measure 4.2 states that if western mastiff bats (*Eumops perotis  
californicus*) are identified within the Project area, humane exclusion/eviction  
measures will be developed and implemented by the bat biologist in consultation  
with the City of Dunsmuir. The Department should be included in the  
consultation.

If you have any questions, please contact Amy Henderson, Senior Environmental  
Scientist (Specialist), at (530) 225-2779, or by email at [Amy.Henderson@wildlife.ca.gov](mailto:Amy.Henderson@wildlife.ca.gov).

Sincerely,



Michael R. Harris  
Interior Conservation Planning Supervisor

cc: Pamela Stock, Interim City Manager  
[cfo@ci.dunsmuir.ca.us](mailto:cfo@ci.dunsmuir.ca.us)

State Clearinghouse  
[State.clearinghouse@opr.ca.gov](mailto:State.clearinghouse@opr.ca.gov)

Don Burk  
[dburk@enplan.com](mailto:dburk@enplan.com)

Kristin Hubbard and Amy Henderson  
California Department of Fish and Wildlife  
[Kristin.Hubbard@wildlife.ca.gov](mailto:Kristin.Hubbard@wildlife.ca.gov) and [Amy.Henderson@wildlife.ca.gov](mailto:Amy.Henderson@wildlife.ca.gov);

## California Department of Fish and Wildlife

### Comment 1-1

The California Department of Fish and Wildlife (CDFW) comments on the water that would be diverted to Mossbrae Falls during low-demand periods when the City is not using its full water right. CDFW states that the City "should quantify the amount of water not being diverted and should be documenting their forbearance or protecting the downstream flow via some legal mechanism." In addition, CDFW asks "whether instream flow is a designated beneficial use currently listed for the City's water right," and "will the City formally petition for a Dedicated Instream Water (Section 1707) use."

Response: *The City will adhere to the policies and regulations of the State Water Resources Control Board, Division of Water Rights, as they relate to the City's water right to Mossbrae Springs. No changes in water rights or peak diversion rates are proposed.*

### Comment 1-2

CDFW requests that they receive the results of the late-season botanical survey to be conducted as part of Mitigation Measure 4.1.

Response: *Survey results will be sent to CDFW upon survey completion.*

### Comment 1-3

In regards to Mitigation Measure 4.2 which requires humane exclusion/eviction measures if western mastiff bats are identified in the project site, CDFW requests that they be consulted with in developing the measures.

Response: *CDFW will be consulted with in conjunction with City staff and the bat biologist if western mastiff bats are identified at the project site. Mitigation Measure 4.2 has been revised accordingly, as presented in the attached MMRP.*

---

**Central Valley Regional Water Quality Control Board**

22 June 2016

Ms. Pamela Stock  
City of Dunsmuir  
5915 Dunsmuir Avenue  
Dunsmuir, CA 96025

**COMMENTS ON THE NEGATIVE DECLARATION FOR PROPOSED DOWNTOWN TANK  
RELOCATION & REPLACEMENT PROJECT, DUNSMUIR, SISKIYOU COUNTY**

The Central Valley Regional Water Quality Control Board (Central Valley Water Board) is a responsible agency for this project, as defined by the California Environmental Quality Act (CEQA). On 9 June 2016, we received your request for comments on the Mitigated Negative Declaration for the Downtown Tank Relocation & Replacement Project.

The project entails replacement of the City's existing 400,000-gallon downtown water storage tank with a new 900,000-gallon storage tank at a slightly higher elevation. A new tank is necessary to provide water storage at a higher elevation so that more stable system pressure can be delivered during peak demands, to increase water storage, and to replace the aged tank. Associated improvements include a pipeline, access road, supervisory valve, and two pressure reducing valves.

Based on our review of the information submitted for the proposed project, we have the following comments:

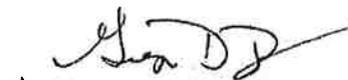
General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP)

2 - 1

Construction activity, including demolition, resulting in a land disturbance of one acre or more must obtain coverage under the CGP. The Downtown Tank Relocation & Replacement Project must be conditioned to implement storm water pollution controls during construction and post-construction as required by the CGP. To apply for coverage under the CGP the property owner must submit Permit Registration Documents electronically prior to construction. Detailed information on the CGP can be found on the State Water Board website:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/gen\\_const.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_const.shtml)

If you have any questions or comments regarding this matter please contact me at (530) 224-4783 or [dberchtold@waterboards.ca.gov](mailto:dberchtold@waterboards.ca.gov).



Danna J. Berchtold  
Engineering Associate  
Storm Water & Water Quality Certification Unit

DJB: wrb:sjs

cc w/o

enclosures: Mr. Matt Kelley, U.S. Army Corp of Engineers, Redding  
Ms. Donna Cobb, Department of Fish and Wildlife, Region 1, Redding  
State Clearing House Number (2016062018)

## Central Valley Regional Water Quality Control Board

### Comment 2-1

The Central Valley Regional Water Quality Control Board noted that coverage under a General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP) must be obtained. The CGP requires implementation of storm water pollution controls during construction and post-construction. Permit Registration Documents must be submitted electronically prior to construction at the State Water Board website.

Response: *Noted. The requirement for obtaining a CGP is identified on pages 10 and 31 of the IS/MND. In accordance with the CGP, the City of Dunsmuir or its designee will implement storm water pollution controls during construction and post-construction. The City of Dunsmuir or its designee will apply for coverage under the CGP by electronically submitting the Permit Registration Documents at the State Water Board website.*

## Dunsmuir Tank Relocation and Replacement Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Action	Monitoring Timing/Frequency	Date Checked/ By Whom
<p>MM 4.1. A botanical field survey shall be conducted in the summer, when northern clarkia, seaside bittercress, and other special-status plants known to occur in the region would be identifiable. In the unlikely event that special-status plant species are present, final design of the tank site shall avoid the plant population(s) and a suitable buffer zone(s) to the extent practicable. If avoidance is not feasible, loss of the special-status plants shall be offset through creation of suitable habitat at a minimum 3:1 ratio. A detailed mitigation plan shall be submitted to the City of Dunsmuir and California Department of Fish and Wildlife for review and approval. The plan shall identify the mitigation site, methods to be employed to create offsetting special-status plant habitat, success criteria, monitoring requirements, remedial measures, and/or other pertinent data to ensure successful replacement of the affected plant populations. Mitigation shall be undertaken concurrently with or in advance of the start of project construction.</p> <p><b>Responsibility:</b> City of Dunsmuir</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm that field survey is performed prior to final design of the tank site and that the results are provided to the City and CDFW.</li> <li>If special-status plant species are present but avoidable, confirm suitable buffer zones have been established and are depicted on project plans.</li> <li>If special-status plant species are present but not avoidable, confirm creation of suitable habitat at a minimum 3:1 ratio, or submission of a mitigation plan to City of Dunsmuir and California Department of Fish and Wildlife for review and approval.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of biologist's documentation.</li> <li>If avoidance of special-status plant species is proposed, conduct a one-time check of final project design to confirm that an appropriate buffer is provided.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check of buffer zones as needed.</li> </ul> <p>DC/AC</p> <ul style="list-style-type: none"> <li>Additional monitoring, if required, shall be undertaken with the timing/frequency described in the mitigation plan.</li> </ul>	
<p>MM 4.2. To ensure that western mastiff bats are not directly impacted, prior to tree removal, an acoustical survey for bats shall be conducted at the project site by a qualified bat biologist to determine presence or absence of bat species. In the event that western mastiff bats or other special-status bat species are detected, appropriate humane eviction/exclusion measures shall be developed and implemented by the bat biologist in consultation with City of Dunsmuir and California Department of Fish and Wildlife staff, preceding tree removal activity.</p> <p><b>Responsibility:</b> City of Dunsmuir</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> <li>Check documentation provided by biologist regarding the results of the pre-tree removal survey.</li> <li>Verify that any measures identified by the bat biologist in consultation with City of Dunsmuir and CDFW staff, are implemented as appropriate.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> <li>One-time check of biologist's pre-tree removal report.</li> <li>Field check prior to demolition to confirm measures identified by the bat biologist are implemented.</li> </ul>	

## Dunsmuir Tank Relocation and Replacement Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Action	Monitoring Timing/Frequency	Date Checked/ By Whom
<p>MM 4.3. To ensure that active nests of migratory birds are not disturbed, vegetation removal and construction activities shall occur between August 31 and February 1, if feasible. If vegetation removal or construction must occur during the nesting season, a nesting survey shall be conducted by a qualified biologist to identify active nests in and adjacent to the work area. The survey shall be conducted no more than one week prior to the initiation of vegetation removal or facility construction. If nesting birds are found, the nest sites shall not be disturbed until after the young have fledged. Further, to prevent nest abandonment and mortality of chicks and eggs, no vegetation removal or construction activities shall occur within 500 feet of an active nest, unless a smaller buffer zone is authorized by the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service (the size of the construction buffer zone may vary depending on the species of nesting birds present).</p> <p>Responsibility: City of Dunsmuir</p>	<p>BC</p> <ul style="list-style-type: none"> <li>• Confirm mitigation measure is included in construction contract.</li> <li>• If vegetation removal or construction must occur between February 1 and August 31, check pre-construction survey report provided by biologist regarding the presence/absence of active nests.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>• If active nests are present, inspect project area to verify applicable buffers are maintained until after the young birds have fledged.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>• One-time check of construction contract.</li> <li>• One-time check of biologist's documentation.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>• Field check on a weekly basis until the birds have fledged to confirm that buffers are maintained.</li> </ul>	

## Dunsmuir Tank Relocation and Replacement Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Action	Monitoring Timing/Frequency	Date Checked/ By Whom
<p>MM 5.1. If any human remains are encountered during any phase of construction, all earth-disturbing work shall stop within 50 feet of the find. The county coroner shall be contacted to determine whether investigation of the cause of death is required as well as to determine whether the remains may be Native American in origin. Should Native American remains be discovered, the county coroner must contact the Native American Heritage Commission (NAHC). The NAHC will then determine those persons it believes to be most likely descended from the deceased Native American(s). Together with representatives of the people of most likely descent, a qualified archaeologist shall make an assessment of the discovery and recommend/implement mitigation measures as necessary.</p> <p><u>Responsibility:</u> City of Dunsmuir</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>If any human remains are encountered, confirm all construction activities stop within the affected area and that a qualified archaeologist and the county coroner are contacted.</li> <li>If human remains are recognized as Native American, additional monitoring requirements may be specified by the archaeologist in consultation with representatives of the people of most likely descent.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to confirm temporary construction stoppage within buffer zone.</li> <li>The archeologist shall specify the timing/frequency of additional monitoring, as appropriate.</li> </ul>	
<p>MM 5.2. If any previously unevaluated cultural resources (i.e., burnt animal bone, midden soils, projectile points or other humanly modified lithics, historic artifacts, etc.) are encountered, all earth-disturbing work shall stop within 50 feet of the find until a qualified archaeologist can make an assessment of the discovery and recommend/implement mitigation measures as necessary.</p> <p><u>Responsibility:</u> City of Dunsmuir</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>If any cultural resources are encountered, confirm all construction activities stop within the affected area and a qualified archaeologist is contacted.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul> <p>DC</p> <ul style="list-style-type: none"> <li>Field check as needed to confirm temporary construction stoppage within the buffer zone.</li> <li>The archeologist shall specify the timing/ frequency of additional monitoring, as appropriate.</li> </ul>	
<p>MM 12.1. Where feasible, construction work associated with the proposed project shall be limited to weekdays between the hours of 7:00 a.m. and 5:00 p.m.</p> <p><u>Responsibility:</u> City of Dunsmuir</p>	<p>BC</p> <ul style="list-style-type: none"> <li>Confirm mitigation measure is included in construction contract.</li> </ul>	<p>BC</p> <ul style="list-style-type: none"> <li>One-time check of construction contract.</li> </ul>	

## Dunsmuir Tank Relocation and Replacement Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Monitoring Action	Monitoring Timing/Frequency	Date Checked/ By Whom
	DC • Field check to confirm adherence to mitigation measure.	DC • Field check as needed to confirm adherence to mitigation measure.	

Notice of Determination

Appendix D

To:
[ ] Office of Planning and Research
U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St., Rm 113
Sacramento, CA 95812-3044 Sacramento, CA 95814

[ ] County Clerk
County of: Siskiyou County Clerk
Address: 501 N. Main Street, Yreka, CA 96097

From:
Public Agency: City of Dunsmuir
Address: 5915 Dunsmuir Ave
Dunsmuir, CA 96025
Contact: Paul Poczobut
Phone: 530-235-4822

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2016062018

Project Title: Downtown Tank Relocation and Replacement Project

Project Applicant: City of Dunsmuir

Project Location (include county): Dunsmuir, Siskiyou County

Project Description:

The proposed project entails replacement of the City's existing 400,000-gallon downtown water storage tank with a new 900,000-gallon storage tank at a slightly higher elevation. A new tank is necessary to provide water storage at a higher elevation so that more stable system pressures can be delivered during peak demands, to increase water storage, and to replace the aged tank. Associated improvements include a pipeline, access road, supervisory valve, and two pressure reducing valves. The project site is not identified as a hazardous waste facility, hazardous waste property, or hazardous waste disposal site.

This is to advise that the City of Dunsmuir has approved the above ( [ ] Lead Agency or [ ] Responsible Agency )

described project on August 11, 2016 and has made the following determinations regarding the above (date) described project.

- 1. The project [ ] will [ ] will not] have a significant effect on the environment.
2. [ ] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
[ ] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [ ] were [ ] were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [ ] was [ ] was not] adopted for this project.
5. A statement of Overriding Considerations [ ] was [ ] was not] adopted for this project.
6. Findings [ ] were [ ] were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

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

Signature (Public Agency): Title:

Date: Date Received for filing at OPR:

# CALIFORNIA ENVIRONMENTAL FEE FORM

On \_\_\_\_\_, \_\_\_\_\_ filed an application  
(Date) (Name)

for development with the Dunsmuir Before the application  
(Name of City)

is accepted as complete for processing, fees in the following amount(s) must be deposited with the County Clerk.

- |                                     |                                 |            |
|-------------------------------------|---------------------------------|------------|
| <input checked="" type="checkbox"/> | Clerk Processing Fee            | \$50.00    |
| <input checked="" type="checkbox"/> | Negative Declaration            | \$2210.25* |
| <input type="checkbox"/>            | EIR                             | \$3070.00  |
| <input type="checkbox"/>            | Categorically Exempt            | \$0.00     |
| <input type="checkbox"/>            | Statutorily Exempt              | \$0.00     |
| <input type="checkbox"/>            | Fee Exemption issued by the DFG | \$0.00     |
| <input type="checkbox"/>            | Other _____                     | \$ _____   |

No project shall be operative, vested or final until the required fee is paid. *Public Resources Code* §21089 (b)

On \_\_\_\_\_, \_\_\_\_\_ deposited \$ 2,260.25 ,  
(Date) (Name)

with the Siskiyou County Clerk \_\_\_\_\_  
(Attest)

Application No. \_\_\_\_\_ Receipt # \_\_\_\_\_  
(To be completed when application is received for processing)

\* If it is determined by Siskiyou County that the fee required for a Negative Declaration does not apply to your project a refund will be granted.

fee.form

## City Council Agenda Item New Business

**Item No:** 15C  
~~12.C.~~  
**Date:** August 11, 2016  
**Subject:** Approve Resolution No. \_\_\_ approving the real estate purchase from the Dunsmuir School District as part of the Downtown Water Storage Tank Replacement and Relocation Project.

The City is required to purchase approximately 1.35 acres of undeveloped land from the Dunsmuir School District to build a new Water Storage Tank. The real estate purchase and sale agreement is attached. The purchase price is \$14,075.00.

All appropriate required documents are attached for review.

**Recommendation:** Move to approve Resolution No. 2016-\_\_ the purchase of real estate property from the Dunsmuir School District for the Downtown Water Storage Tank Replacement and Relocation Project.

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR  
APPROVING THE REAL ESTATE PURCHASE FROM THE DUNSMUIR SCHOOL  
DISTRICT, AS PART OF THE DOWNTOWN WATER STORAGE TANK  
REPLACEMENT PROJECT

WHEREAS, Dunsmuir School District, (Grantors) has agreed to sell real property described in Exhibit "A" of the sales agreement; and

WHEREAS, said real estate purchase and sale agreement is for approximately 1.35 acres of undeveloped land; and

WHEREAS, the City of Dunsmuir (Grantee) desires to purchase such real property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dunsmuir approves the purchase of real property from the Dunsmuir School District, that is attached hereto and made a part hereof;

BE IT FURTHER RESOLVED, a Grant Deed can be executed by the Mayor, and authorize staff to issue payment to Seller in the amount of \$14,075.00.

I HEREBY CERTIFY the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Dunsmuir held the 11<sup>th</sup> day of August, 2016, by the following vote to wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

Mayor Spurlock, City of Dunsmuir

ATTEST:

---

Julie Iskra, City Clerk, City of Dunsmuir

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
BETWEEN CITY OF DUNSMUIR (“PURCHASER”) AND  
DUNSMUIR SCHOOL DISTRICT (“SELLER”)**

**RECITALS**

- A. To update its water delivery system, Purchaser needs to acquire a new water tank site.
- B. Seller owns undeveloped land that is suitable for Purchaser’s new water tank.
- C. The proposed new tank site is outside the City limits and on property adjacent to the existing Dunsmuir High School and is appropriate for the water tank site.

In partial consideration of the Recitals set forth above, and as more fully described below, the parties agree as follows:

1. **PURCHASE AND SALE:** The Seller agrees to sell and the Purchaser agrees to purchase the property described in paragraph 2 below on the terms set forth herein.
2. **PROPERTY DESCRIPTION:** The Property to be sold and purchased (“Property”) includes approximately 1.35 acres of undeveloped land. The Property is more fully described in Exhibit “A” attached and incorporated herein by reference. The Property includes all rights, title and interest, remainder easement, development rights, right-of-ways and other rights pertinent to the Property and that benefit the Property. The purchase includes timber standing on the Property.
3. **PURCHASE PRICE:** For and in consideration of this agreement and for other good and valuable consideration, the Seller agrees to sell and the Purchaser agrees to pay fourteen thousand seventy-five dollars (\$14,075.00).
4. **ADDITIONAL COSTS:** In addition to the compensation set forth above, Purchaser shall reimburse Seller for attorney’s fees incurred relating to this sale. Payment shall be made within fifteen (15) days of receipt by Purchaser from Seller an invoice showing attorney’s fees incurred by Seller for legal services related to this transaction.
5. **POSSESSION:** Vacant possession of the property will be delivered to Purchaser upon the execution of this agreement by both Purchaser and Seller. Seller represents and warrants that there are currently no tenants or other occupants of any improvements located on any portion of the Property.
6. **FOREIGN INVESTMENTS IN REAL PROPERTY TAX ACT (“FIRPTA”):** Seller shall provide Purchaser with an affidavit under penalty of perjury that Seller is not a “Foreign Person” as defined in FIRPTA.
7. **ATTORNEY’S FEES/CHOICE OF LAW:** In the event of any action or proceeding to enforce the terms or conditions of this agreement, the prevailing party in such action, or the non-dismissing party when the dismissal occurs other than by settlement, will be

entitled to recover its reasonable costs and expenses including reasonable attorney's fee incurred in good faith. The "Prevailing Party" for the purposes of this agreement, will be deemed to be the party who obtained substantially the results sought, whether by settlement, dismissal, or judgment. This agreement shall be governed by the laws of the State of California.

8. BROKER COMMISSION: Each party represents and warrants to the other that it has not entered into any agreement that would obligate the other to pay a brokerage commission, finder's fee, or other remuneration arising out of this transaction.

9. SELLER'S REPRESENTATION: Seller hereby represents it has no knowledge of toxic, contaminated or hazardous substances, other defective conditions at the property.

10. COMPLETE AGREEMENT: The parties acknowledge this contract constitutes the complete agreement between the parties and supersedes any and all agreements between the parties hereto relating to the Property.

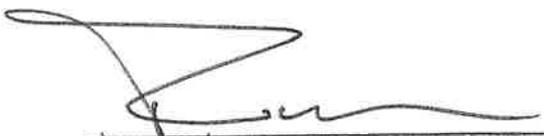
11. DEED: Title to the Property will be conveyed to Purchaser by Grant Deed.

12. MISCELLANEOUS: This agreement shall bind and adhere to the benefit of the heirs, representatives, and/or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement.

Dated: 6-8-16, 2016

DUNSMUIR SCHOOL DISTRICT  
COUNTY OF SISKIYOU

  
By: Tom K... Superintendent

Dated: \_\_\_\_\_, 2016

CITY OF DUNSMUIR

By: \_\_\_\_\_, Mayor

**EXHIBIT A**

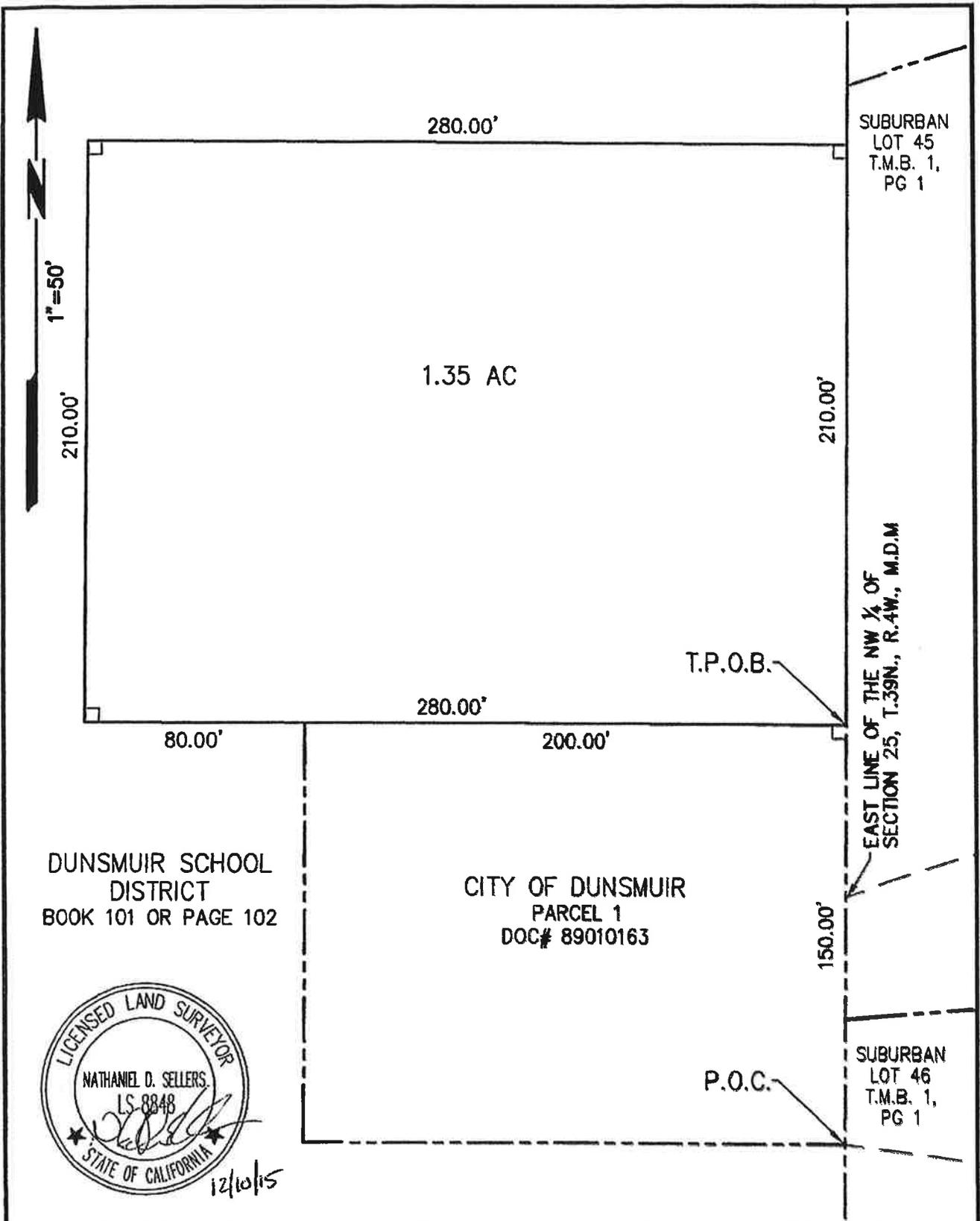
ALL THAT REAL PROPERTY BEING A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 4 WEST, MDM, IN THE COUNTY OF SISKIYOU, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE A POINT ON THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, SAID POINT BEING THE SOUTHWEST CORNER OF SUBURBAN LOT 46 AS SHOWN ON THE MAP OF THE TOWN OF DUNSMUIR FILED IN TRACT MAP BOOK 1, PAGE 1, SISKIYOU COUNTY RECORDS; THENCE, NORTHERLY ALONG SAID EAST LINE 150.00 FEET TO THE NORTHEAST CORNER OF PARCEL 1 AS DESCRIBED IN THE DEED CONVEYED TO THE CITY OF DUNSMUIR, RECORDED ON AUGUST 30, 1989 AS DOCUMENT NUMBER 89010163, SISKIYOU COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE WESTERLY, PERPENDICULAR TO SAID EAST LINE, ALONG THE NORTHERLY LINE OF SAID CITY OF DUNSMUIR PARCEL AND THE WESTERLY PROLONGATION THEREOF 280.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 210.00 FEET; THENCE EASTERLY, AT RIGHT ANGLES, 280.00 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE 210.00 FEET RETURNING TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 1.35 ACRES, MORE OR LESS.



12/10/15



DUNSMUIR SCHOOL DISTRICT  
BOOK 101 OR PAGE 102

CITY OF DUNSMUIR  
PARCEL 1  
DOC# 89010163



<p>DATE 12/15</p>	<p><b>PACE</b> ENGINEERING REDDING, CALIFORNIA</p> 	<p>EXHIBIT B</p>	<p>JOB #204.55</p>
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**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFeree  
 (Make necessary corrections to the printed name and mailing address)

City of Dunsmuir  
 5915 Dunsmuir Avenue  
 Dunsmuir, CA 96025

ASSESSOR'S PARCEL NUMBER

N/A (Land Conveyance between government agencies)

SELLER/TRANSFEROR

Dunsmuir School District

BUYER'S DAYTIME TELEPHONE NUMBER

( 530 ) 235-4822

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

Address not available. Latitude 41°12'47.62"N, Longitude 122°16'34.54"W

MAIL PROPERTY TAX INFORMATION TO (NAME)

City Clerk

ADDRESS

5915 Dunsmuir Avenue

CITY

Dunsmuir

STATE

CA

ZIP CODE

96025

YES  NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO

DAY

YEAR

**PART 1. TRANSFER INFORMATION***Please complete all statements.*

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- \*C. This is a transfer:  between parent(s) and child(ren)  from grandparent(s) to grandchild(ren).
- \*D. This transfer is the result of a cotenant's death. Date of death \_\_\_\_\_
- \*E. This transaction is to replace a principal residence by a person 55 years of age or older.  
 Within the same county?  YES  NO
- \*F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county?  YES  NO
- G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).  
 If YES, please explain: \_\_\_\_\_
- H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: \_\_\_\_\_
- J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- K. This is a transfer of property:
1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of  the transferor, and/or  the transferor's spouse  registered domestic partner.
2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
3. to/from an irrevocable trust for the benefit of the  creator/grantor/trustor and/or  grantor's/trustor's spouse  grantor's/trustor's registered domestic partner.
- L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- \*O. This transfer is to the first purchaser of a new building containing an active solar energy system.

\* Please refer to the instructions for Part 1.

**Please provide any other information that will help the Assessor understand the nature of the transfer.**

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**

**PART 2. OTHER TRANSFER INFORMATION**

*Check and complete as applicable.*

- A. Date of transfer, if other than recording date: \_\_\_\_\_
- B. Type of transfer:
- Purchase  Foreclosure  Gift  Trade or exchange  Merger, stock, or partnership acquisition (Form BOE-100-B)
- Contract of sale. Date of contract: \_\_\_\_\_  Inheritance. Date of death: \_\_\_\_\_
- Sale/leaseback  Creation of a lease  Assignment of a lease  Termination of a lease. Date lease began: \_\_\_\_\_
- Original term in years (including written options): \_\_\_\_\_ Remaining term in years (including written options): \_\_\_\_\_
- Other. Please explain: **Conveyance of land**
- C. Only a partial interest in the property was transferred.  YES  NO If YES, indicate the percentage transferred: \_\_\_\_\_ %

**PART 3. PURCHASE PRICE AND TERMS OF SALE**

*Check and complete as applicable.*

- A. Total purchase price \$ 14,075.00
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ 14075.00
- C. First deed of trust @ \_\_\_\_\_ % interest for \_\_\_\_\_ years. Monthly payment \$ \_\_\_\_\_ Amount \$ \_\_\_\_\_
- FHA (\_\_\_\_ Discount Points)  Cal-Vet  VA (\_\_\_\_ Discount Points)  Fixed rate  Variable rate
- Bank/Savings & Loan/Credit Union  Loan carried by seller
- Balloon payment \$ \_\_\_\_\_ Due date: \_\_\_\_\_
- D. Second deed of trust @ \_\_\_\_\_ % interest for \_\_\_\_\_ years. Monthly payment \$ \_\_\_\_\_ Amount \$ \_\_\_\_\_
- Fixed rate  Variable rate  Bank/Savings & Loan/Credit Union  Loan carried by seller
- Balloon payment \$ \_\_\_\_\_ Due date: \_\_\_\_\_
- E. Was an Improvement Bond or other public financing assumed by the buyer?  YES  NO Outstanding balance \$ \_\_\_\_\_
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ \_\_\_\_\_
- G. The property was purchased:  Through real estate broker. Broker name: \_\_\_\_\_ Phone number: (\_\_\_\_) \_\_\_\_\_
- Direct from seller  From a family member-Relationship \_\_\_\_\_
- Other. Please explain: \_\_\_\_\_
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.  
**Conveyance of land was made under threat of condemnation.**

**PART 4. PROPERTY INFORMATION**

*Check and complete as applicable.*

- A. Type of property transferred
- Single-family residence  Co-op/Own-your-own  Manufactured home
- Multiple-family residence. Number of units: \_\_\_\_\_  Condominium  Unimproved lot
- Other. Description: (i.e., timber, mineral, water rights, etc.)  Timeshare  Commercial/Industrial
- B.  YES  NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
- If YES, enter the value of the personal/business property: \$ \_\_\_\_\_ Incentives \$ \_\_\_\_\_
- C.  YES  NO A manufactured home is included in the purchase price.
- If YES, enter the value attributed to the manufactured home: \$ \_\_\_\_\_
- YES  NO The manufactured home is subject to local property tax. If NO, enter decal number: \_\_\_\_\_
- D.  YES  NO The property produces rental or other income.
- If YES, the income is from:  Lease/rent  Contract  Mineral rights  Other: \_\_\_\_\_
- E. The condition of the property at the time of sale was:  Good  Average  Fair  Poor
- Please describe: Undeveloped land

**CERTIFICATION**

*I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.*

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER 	DATE	TELEPHONE ( 530 ) 235-4522
NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) Josh Spurlock	TITLE Mayor	EMAIL ADDRESS spurlockncouncil@gmail.com

The Assessor's office may contact you for additional information regarding this transaction.

## ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

**NOTICE:** The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

**NAME AND MAILING ADDRESS OF BUYER:** Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

**NOTE:** Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

**MAIL PROPERTY TAX INFORMATION TO:** Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

**PRINCIPAL RESIDENCE:** To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

### PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

**C,D,E, F:** If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

**G:** Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

**H:** Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

**"Beneficial interest"** is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

**I:** A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

**M:** This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

**N:** Check YES only if property is subject to subsidized low-income housing requirements with governmentally imposed restrictions; property may qualify for a restricted valuation method (i.e., may result in lower taxes).

**O:** If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

### PART 2: OTHER TRANSFER INFORMATION

**A:** The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

**B:** Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

**PART 3: PURCHASE PRICE AND TERMS OF SALE**

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

**A.** Enter the total purchase price, not including closing costs or mortgage insurance.

**“Mortgage insurance”** is insurance protecting a lender against loss from a mortgagor’s default, issued by the FHA or a private mortgage insurer.

**B.** Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

**“Closing costs”** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer’s fees, survey charges, and document recording fees.

**C.** Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **“balloon payment”** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

**D.** Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

**E.** If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **“improvement bond or other public financing”** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

**F.** Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

**G.** If the property was purchased through a real estate broker, check that box and enter the broker’s name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the “Direct from seller” box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the “From a family member” box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the “OTHER” box and provide a detailed description (attach a separate sheet if necessary).

**H.** Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

**PART 4: PROPERTY INFORMATION**

**A.** Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

**B.** Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners’ dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

**C.** Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

**D.** Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

**E.** Provide your opinion of the condition of the property at the time of purchase. If the property is in “fair” or “poor” condition, include a brief description of repair needed.

Recording requested by (name):

City of Dunsmuir

And when recorded, mail this deed and tax statements to (name and address):

City Clerk

City of Dunsmuir

5915 Dunsmuir Avenue

Dunsmuir, CA 96025

# GRANT DEED

DOCUMENTARY TRANSFER TAX \$ None  
EXEMPTION (R&T CODE) R&T C.A. § 11922, 11928 & 11929  
EXPLANATION NO FEE - CITY BUSINESS - Gov. Code § 6103

\_\_\_\_\_  
Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged, Dunsmuir School District, a political subdivision, GRANTOR, hereby grant to the City of Dunsmuir, a Municipal Corporation, GRANTEE, the following conveyance of land in accordance with the Subdivision Map Act §66428 to the real property in the unincorporated area of the City of Dunsmuir, County of Siskiyou, California:

Described in Exhibit A, the Certificate of Acceptance and Shown on Exhibit B attached and made a part hereof by reference.

Date: \_\_\_\_\_

(Signature of declarant)

RAY KELLER, SUPERINTENDENT

Dunsmuir High School

Date: \_\_\_\_\_

(Signature of declarant)

JOSH SPURLOCK, MAYOR

City of Dunsmuir

**This form must be signed in front of a notary.**

## ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Siskiyou )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

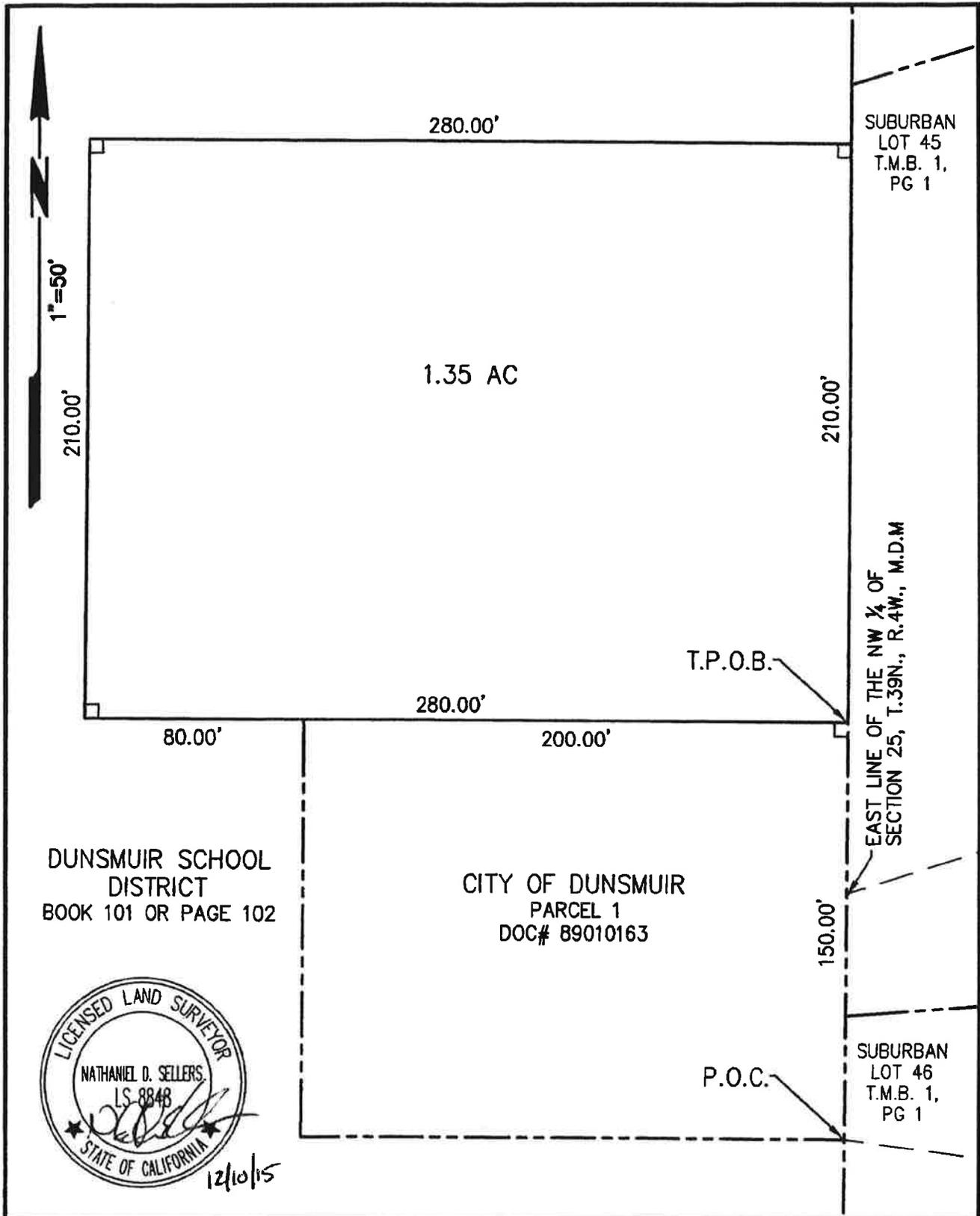
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COMMENCING AT THE A POINT ON THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, SAID POINT BEING THE SOUTHWEST CORNER OF SUBURBAN LOT 46 AS SHOWN ON THE MAP OF THE TOWN OF DUNSMUIR FILED IN TRACT MAP BOOK 1, PAGE 1, SISKIYOU COUNTY RECORDS; THENCE, NORTHERLY ALONG SAID EAST LINE 150.00 FEET TO THE NORTHEAST CORNER OF PARCEL 1 AS DESCRIBED IN THE DEED CONVEYED TO THE CITY OF DUNSMUIR, RECORDED ON AUGUST 30, 1989 AS DOCUMENT NUMBER 89010163, SISKIYOU COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE WESTERLY, PERPENDICULAR TO SAID EAST LINE, ALONG THE NORTHERLY LINE OF SAID CITY OF DUNSMUIR PARCEL AND THE WESTERLY PROLONGATION THEREOF 280.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 210.00 FEET; THENCE EASTERLY, AT RIGHT ANGLES, 280.00 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE 210.00 FEET RETURNING TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 1.35 ACRES, MORE OR LESS.



12/10/15



<p>DATE 12/15</p>	<p><b>PACE</b> ENGINEERING REDDING, CALIFORNIA</p> 	<p>EXHIBIT B</p>	<p>JOB #204.55</p>
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**GRANT DEED**

**TO**

**CITY OF DUNSMUIR  
SISKIYOU COUNTY  
STATE OF CALIFORNIA**

---

**CERTIFICATE OF ACCEPTANCE  
GOVERNMENT CODE, SECTION 27281**

**THIS IS TO CERTIFY** that the real property interest conveyed by the Grant Deed, dated \_\_\_\_\_ from **DUNSMUIR SCHOOL DISTRICT**, a political subdivision, Grantors, to the **CITY OF DUNSMUIR**, a Municipal Corporation, Grantee, is hereby acknowledged by the undersigned Mayor of the City of Dunsmuir on behalf of the City Council of the City of Dunsmuir. Pursuant to Resolution No. \_\_\_\_\_ of said City Council adopted on \_\_\_\_\_, the Grantee hereby consents to the recordation of said easement.

**IN WITNESS WHEREOF** I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_.

---

JOSH SPURLOCK, MAYOR  
City of Dunsmuir

15D

Agenda Item: ~~12.D~~

**MEMORANDUM**

August 4, 2016

From: City Manager

To: Mayor and City Council

Subj: Review City ordinances past and present related to marijuana cultivation, sales and use

Councilwoman Shanta requested this item on the agenda for discussion and review.

Chapter 17.24

Ord 539

ADMINISTRATION AND ENFORCEMENT

Sections:

- 17.24.010 Amendments.
- 17.24.020 Amendments—Initiation.
- 17.24.030 Amendments—Public hearings.
- 17.24.040 Amendments—Action by planning commission.
- 17.24.050 Amendments—Action by the city council.
- 17.24.060 Amendments—Notice of public hearings.
- 17.24.070 Fees for planning commission actions.
- 17.24.080 Enforcement.
- 17.24.090 Violation—Penalty.
- 17.24.100 Public nuisance—Abatement and removal.
- 17.24.110 Remedies cumulative.

**17.24.010 Amendments.**

The district established by this title or the boundaries thereof, may be changed, amended or altered, or any provision thereof may be changed, altered or amended, and any property within the city may be rezoned, reclassified or established whenever the public necessity or convenience or the general welfare require the same by following the procedure set forth in this chapter. (Prior code App. A § 8.00)  
(Ord. No. 541, 4-19-2012)

**17.24.020 Amendments—Initiation.**

Any such change, amendment, alteration, rezoning or establishment (singly or collectively referred to herein as an "amendment") may be initiated by:

A. The verified petition of one or more owners of the property affected by the proposed amendment, which petition shall be filed in duplicate with the planning commission and shall be accompanied by a fee of fifty dollars (\$50.00);

B. Resolution of intention by the city council; or

C. Resolution of intention by the planning commission. (Prior code App. A § 8.10) (Ord. No. 541, 4-19-2012)

**17.24.030 Amendments—Public hearings.**

The planning commission shall hold a public hearing on any proposed amendment and shall give notice of the time and place of said hearings, published at least once in a newspaper of general circulation in the city at least ten (10) days before the hearing, and as set forth in Section 17.24.060. (Prior code App. A § 8.20) (Ord. No. 541, 4-19-2012)

**17.24.040 Amendments—Action by planning commission.**

Following the aforesaid hearing, the planning commission shall make a report of its findings and recommendations with respect to the proposed amendment and shall submit to the city council by filing with the city clerk an attested copy of such report within sixty (60) days after the completion of said hearing. Failure of the planning commission so to report within said period shall be deemed to be denial by the planning commission of the proposed amendment. (Prior code App. A § 8.30) (Ord. No. 541, 4-19-2012)

**17.24.050 Amendments—Action by the city council.**

Upon filing of such report by the planning commission, or upon the expiration of said sixty (60) days as aforesaid and after notice has been given as provided in Section 17.24.060, the city council shall at a regular or special meeting or meetings publicly hear and consider said matter, within ninety (90) days after the conclusion of said hearing the city council may amend, alter, adopt or reject the amendment. (Prior code App. A § 8.40) (Ord. No. 541, 4-19-2012)

**17.24.060 Amendments—Notice of public hearings.**

A. Notice of planning commission hearing on a zoning ordinance changing any property from

one zone to another or imposing, removing or modifying any regulation listed in Government Code Section 65850 shall be given notice at least ten (10) days prior to the hearing by at least one publication in a newspaper of general circulation within the city, and not less than five days prior to such hearing by mail or delivery to all persons, including businesses, corporations, or other public or private entities, as shown on the last equalized assessment roll as owning property within three hundred (300) feet of the property which is the subject of the proposed zoning change.

B. Notice of any planning commission hearing on a variance or conditional use permit or other permits or for revocation or modification of same, or of an appeal from the action taken thereon, or of a city council public hearing on any zoning issue shall be given notice at least ten (10) days prior to the hearing by at least one publication in a newspaper of general circulation within the city, by posting said notice in at least three conspicuous places close to the property affected, and by mailing notice to any person who has filed a written request therefore with the planning commission pursuant to Government Code Section 65854.

C. Any defect or error appearing in any such notice, or failure to receive the notice shall not divest the planning commission or city council of jurisdiction, nor invalidate the ordinance or amendment or proceedings. (Prior code App. A § 9.00) (Ord. No. 541, 4-19-2012)

**17.24.070 Fees for planning commission actions.**

The city council shall fix a schedule of fees to be charged to applicants for action by the planning commission including, but not limited to, any rezoning, variance, use permit, conditional use permit, architectural review or appeal, and any associated environmental review process. The schedule of planning commission fees shall be adopted by resolution at any regular or regularly adjourned city council meeting. A resolution, when adopted, shall be published once in a newspaper of general circulation in the city. The schedule of

planning commission fees shall become effective on the Monday following the date of publication. (Ord. 484 § 1, 1993; prior code App. A § 2.50) (Ord. No. 541, 4-19-2012)

**17.24.080 Enforcement.**

All departments, officials and public employees of the city vested with the duty or authority to issue permits or licenses shall conform to the provisions of this title, and shall issue no permit or license for uses, buildings, structures or purposes in conflict with the provisions of this title; and any such permit or license issued in conflict therewith shall be null and void. It shall be the duty of the building inspector of the city to enforce the provisions of this title pertaining to the erection, construction, reconstruction, maintenance, moving, conversion, alteration or addition to any building or structure. (Prior code App. A § 12.10) (Ord. No. 541, 4-19-2012)

**17.24.090 Violation—Penalty.**

Any person, firm or corporation, whether as principal, agent, employee or otherwise, violating or causing the violation of any of the provisions of this title, shall be guilty of an infraction or misdemeanor, as determined by the code enforcement officer, and upon conviction thereof, shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for a term not exceeding six months, or by both such fine and imprisonment. Such person, firm or corporation, shall be deemed to be guilty of a separate offense for each and every day during any portion of which any violation of this title is committed or continued by such person, firm or corporation, and shall be punishable as provided in this section. (Prior code App. A § 12.20) (Ord. No. 541, 4-19-2012)

**17.24.100 Public nuisance—Abatement and removal.**

Any building or structure set up, erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of this title,

(Supp. No. 6, 5-12)

and any use of lands, buildings or premises established or conducted thereon, operated or maintained contrary to the provisions of this title, shall be and the same is declared to be unlawful and a public nuisance; and the city attorney of said city shall, upon order of the city council, immediately commence action or proceedings for the abatement and removal and enjoinder thereof in the manner prescribed by law, and shall take relief as will abate and remove such buildings or structure, and restrain and enjoin any person, firm or corporation from setting up, erecting, building, maintaining or using any such building or structure contrary to the provisions of this title. (Prior code App. A § 12.30) (Ord. No. 541, 4-19-2012)

**17.24.110 Remedies cumulative.**

The remedies provided for in this chapter shall be cumulative and not exclusive. (Prior code App. A § 12.40) (Ord. No. 541, 4-19-2012)

ORD 536

**Chapter 17.32**

**MEDICAL MARIJUANA COLLECTIVES  
AND COOPERATIVES**

**Sections:**

**17.32.010 Purpose.**

**17.32.020 Definition.**

**17.32.030 Nonconforming use.**

**17.32.040 Conditional use permit.**

**17.32.050 Allowed districts.**

**17.32.060 Additional location restrictions.**

**17.32.070 Finding for issuance of a medical marijuana collective and cooperative conditional use permit.**

**17.32.080 Conditions.**

**17.32.010 Purpose.**

The voters of the State of California affirmed the medical use of marijuana by voting for Proposition 215 (codified as Health and Safety Code section 11362.5). The intent of this proposition was to enable persons who are in medical need of marijuana to be able to obtain and use it without fear of criminal prosecution. In order for this to occur, there must be places which dispense marijuana to those who qualify for its use in accordance with state law.

The purpose of this ordinance is to protect the public safety, health and welfare of the residents of Dunsmuir by regulating the operation of medical marijuana collectives and cooperatives, and to restrict the location of medical marijuana collectives and cooperatives to specific portions of the C-2 Central Commercial District zone, which currently permit uses most closely approximating those of medical marijuana collectives and cooperatives.

(Ord. No. 529, 3-18-2010; Ord. No. 536, 3-17-2011)

**17.32.020 Definition.**

Medical marijuana collectives and cooperatives are facilities where marijuana is made avail-

able for medical purposes in accordance with Health and Safety Codes section 11362.5 et seq. (Proposition 215).

(Ord. No. 529, 3-18-2010; Ord. No. 536, 3-17-2011)

**17.32.030 Nonconforming use.**

Collectives and cooperatives that distribute, sell, or provide marijuana to persons covered by the definitional categories listed in Health and Safety Code Section 11362.5 et seq. prior to the enactment of the ordinance from which this chapter is derived shall be deemed to have been a legally established use under the provisions of this Code, and such use shall not be entitled to claim legal nonconforming status pursuant to section 17.16.070. Collectives and cooperatives licensed to do business in the City of Dunsmuir prior to the enactment of the ordinance shall have one hundred eighty (180) days from its final adoption to apply for and receive a conditional use permit pursuant to the ordinance, in order to remain in operation.

(Ord. No. 529, 3-18-2010; Ord. No. 536, 3-17-2011)

**17.32.040 Conditional use permit.**

A. No person or persons shall operate a medical marijuana collective or cooperative in the City of Dunsmuir except in compliance with a conditional use permit issued pursuant to Chapter 17.20.

B. The application for a conditional use permit shall be filed by the proposed operator of the collective or cooperative, and shall be co-signed by the owner of the lot or parcel which is the subject of the application, or his or her authorized agent.

C. All property owners within one thousand (1,000) feet of the proposed collective or cooperative shall be given notice of the public hearing at which the application for the conditional use permit is heard, in compliance with Section 17.20.040. (Ord. No. 529, 3-18-2010; Ord. No. 536, 3-17-2011)

**17.32.050 Allowed districts.**

Medical marijuana collectives and cooperatives may be permitted only in the C-2, Central Commercial, district, and only in that portion of the district bounded by Cedar Street on the south and Willow Street on the north, including those portions of the district actually located on Cedar and Willow Streets.

(Ord. No. 529, 3-18-2010; Ord. No. 536, 3-17-2011)

**17.32.060 Additional location restrictions.**

A. No collective or cooperative shall be located within one hundred (100) feet of a residential zone.

B. Distance shall be measured from the property line of the parcel containing the collective or cooperative to the property line of the nearest parcel that is found in a residential zone, using the most direct vehicle or pedestrian route, whichever is shorter.

C. No collective or cooperative shall be located closer than one thousand (1,000) feet to any other collective or cooperative.

(Ord. No. 529, 3-18-2010; Ord. No. 536, 3-17-2011)

**17.32.070 Finding for issuance of a medical marijuana collective and cooperative conditional use permit.**

A. The planning commission, or, if applicable, the city council, shall grant a conditional use permit for a collective and cooperative only if the applicable criteria specified in Section 17.32.040 are met, and each of the findings specified in subsection B of this section can be made.

B. In addition to the general findings required in Section 17.20.050, a conditional use permit for a medical marijuana collective and cooperative shall be granted only if the planning commission or city council makes all of the additional findings of fact:

1. The medical marijuana collective or cooperative, as proposed and at the location requested in the application, will not create an adverse impact on surrounding uses; and

2. The medical marijuana collective or cooperative, as proposed and at the location requested in the application, will be compatible with adjacent uses; and

3. The proposed medical marijuana collective or cooperative will not result in the aggravation of crime problems in the area, nor will it make law enforcement unduly difficult.

C. The planning commission, or, if applicable, the city council, shall deny the application where the information submitted by applicant and/or presented at the public hearing fails to satisfactorily substantiate each such finding.

(Ord. No. 529, 3-18-2010; Ord. No. 536, 3-17-2011)

**17.32.080 Conditions.**

In addition to any general conditions imposed pursuant to Chapter 17.32.070, a conditional use permit for a medical marijuana collective or cooperative shall include each of the following conditions:

1. The use shall be conducted in strict compliance with the provisions of Proposition 215 (Health and Safety Code section 11362.5 et seq.).

2. No persons under the age of eighteen (18) shall be permitted in the collective or cooperative at any time.

3. All employees must be eighteen (18) years or older.

4. Owners, operators, and employees (paid and unpaid) are required to undergo a criminal background check at his/her expense, and no one convicted of a felony in any state may own, operate, or be an employee of a collective or cooperative.

5. No retail sales of any products other than medical marijuana or medical marijuana related products are permitted at the collective or cooperative.

6. Sale of food products containing medical marijuana is prohibited unless the collective or cooperative is in compliance with applicable Siskiyou County health regulations.

7. All medical marijuana transactions shall occur at the collective or cooperative, and medical marijuana shall be dispensed directly to the patient or designated caregiver. No owner, operator, employee, or volunteer may provide any product to any patient or designated caregiver at any location other than inside the collective or cooperative building.

8. Collective or cooperative days and hours of operation are restricted to 9:00 a.m. to 7:00 p.m., Sunday through Saturday.

9. On-site cultivation of medical marijuana, other than individual starter plants, is not permitted at any collective or cooperative location.

10. Consumption of any medical marijuana or medical marijuana product (including smoking) is prohibited in, on, or adjacent to the permitted premises.

11. The property owner and/or operator shall be required to report any illegal activity occurring on the site or associated with the collective or cooperative.

12. All signs displayed at collectives or cooperatives shall be in accordance with the City of Dunsmuir sign ordinance.

13. Collectives and cooperatives shall display a sign at its entrance, in a legible and visible manner, conveying the following information:

- a. Days and hours of operation.
- b. Emergency contact information.
- c. Notice that persons under the age of eighteen (18) are not allowed in the collective or cooperative.
- d. Notice that all illegal activity shall be reported to law enforcement authorities.
- e. Notice that smoking or other methods of consumption of medical marijuana is prohibited in, on, or in the vicinity of the collective or cooperative.

(Ord. No. 529, 3-18-2010; Ord. No. 536, 3-17-2011)

Chapter 17.34

ORD 537

**MEDICAL MARIJUANA CULTIVATION**

**Sections:**

- 17.34.010 Purpose.**
- 17.34.020 Applicability.**
- 17.34.030 Definitions.**
- 17.34.040 Allowable accessory use.**
- 17.34.050 Cultivation area.**
- 17.34.060 Primary residence only.**
- 17.34.070 Screening.**
- 17.34.080 Outdoor cultivation prohibited.**
- 17.34.090 Indoor cultivation standards.**
- 17.34.100 Other requirements.**
- 17.34.110 Medical marijuana cultivation affidavit.**
- 17.34.120 Violations—Penalties.**

**17.34.010 Purpose.**

To regulate the cultivation of medical marijuana for personal use in a manner that protects the health, safety, and welfare of the community and minimizes or eliminates the potential nuisances associated with marijuana cultivation. This chapter is not intended to interfere with a patient's right to medical marijuana, as provided in California Health and Safety Code Section 11362.5 et seq.

No part of this chapter shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. Section 800 et seq., nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule or regulation.

(Ord. No. 537, 5-19-2011)

**17.34.020 Applicability.**

The provisions of this chapter shall apply to all persons and properties in the City of Dunsmuir whether the activities described herein were established before or after the effective date of the ordinance from which this chapter is derived. Sec-

tion 17.16.060 of the Municipal Code, Nonconforming Uses, shall not apply to preexisting land or building uses inconsistent with the provisions of this chapter.

Any property used for the cultivation of medical marijuana shall be brought into full compliance with the provisions of this section within three months of the effective date of the ordinance establishing this chapter.

(Ord. No. 537, 5-19-2011)

#### **17.34.030 Definitions.**

For the purposes of this chapter, certain terms used herein are defined as follows:

"Canopy area" means the total combined canopy area for all medical marijuana plants being cultivated on a property, including indoor areas, outdoor areas, or a combination of both, as measured by the horizontal extent of the plant or combination of plants at the widest point and measured in a straight line.

"Cultivation" means the planting, growing, harvesting, drying, or processing of medical marijuana.

"Fully enclosed and secure structure" means a building that complies with the California Building Code, as adopted by the City of Dunsmuir, and has a complete roof enclosure supported by connecting walls extending from the floor to the roof, and is secure against unauthorized entry through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through, such as two-inch by four-inch or larger studs overlain with three-eighths-inch sheeting. Skylights and windows are permissible features so long as access cannot be readily gained through either. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.

"Indoors" means within a fully enclosed and secure structure.

"Legal parcel" means any parcel of real property that may be separately sold in compliance

with the Subdivision Map Act (Division 2, commencing with Section 66410, of Title 7 of the Government Code).

"Medical marijuana" means any plant(s) or part(s) thereof of the genus Cannabis that has been recommended by a licensed physician in strict accordance with California Health and Safety Code Sections 11362.5 through Section 11362.83, inclusive, commonly referred to as the Compassionate Use Act and the Medical Marijuana Program.

"Outdoors" means any location within the City of Dunsmuir that is not within a fully enclosed and secure structure.

"Primary caregiver" means "primary caregiver" as defined in Health and Safety Code Section 11362.7(d).

"Property" means a single, legal parcel of land where a qualified patient or primary caregiver resides.

"Qualified patient" means "qualified patient" as defined in Health and Safety Code Section 11362.7(f).

"Residence" means the property on which a qualified patient of primary caregiver resides.

"School" means an institution of learning for minors, whether public or private, offering a regular course of instruction for children attending kindergarten, elementary school, middle school, or high school. Residences that provide home schooling, preschools, and daycares are not included in this definition.

(Ord. No. 537, 5-19-2011)

#### **17.34.040 Allowable accessory use.**

Qualified patients and designated primary caregivers shall be allowed to cultivate medical marijuana at their private residences in accordance with a physician's recommendation. Cultivation activities shall be at a scale that is accessory to the primary use of the property and must be consistent with the standards established below.

(Ord. No. 537, 5-19-2011)

**17.34.050 Cultivation area.**

Maximum of one hundred (100) square feet of canopy area for each qualified patient, not to exceed cultivation for three qualified patients on any individual legal parcel.  
(Ord. No. 537, 5-19-2011)

**17.34.060 Primary residence only.**

A qualified patient and/or designated primary caregiver shall reside on the property where the cultivation of medical marijuana occurs. Neither individual shall cultivate medical marijuana on more than one property in the City of Dunsmuir.  
(Ord. No. 537, 5-19-2011)

**17.34.070 Screening.**

From a public right-of-way, there shall be no exterior evidence of medical marijuana cultivation either within or outside the residence.  
(Ord. No. 537, 5-19-2011)

**17.34.080 Outdoor cultivation prohibited.**

The cultivation of medical marijuana outside of a fully enclosed and secure structure is prohibited.  
(Ord. No. 537, 5-19-2011)

**17.34.090 Indoor cultivation standards.**

A. The cultivation of medical marijuana is limited to the interior of attached and detached garages and/or detached accessory structures that are fully enclosed and secure. The use of a garage for cultivation of medical marijuana does not include carports, and shall not reduce the requirement for off-street parking as stipulated by other provisions of the Dunsmuir Municipal Code.

B. Proper ventilation and exhaust odor filtration shall be provided to ensure that indoor medical marijuana cultivation will not create a humidity, mold, or odor problem. A building permit shall be obtained, as necessary, for the installation of required equipment.

C. All electrical equipment (e.g., lights, fans, dehumidifiers, etc.) used in the cultivation of medical marijuana shall be on a dedicated circuit or circuits.

D. The use of generators, compressed gas (CO<sub>2</sub>, propane, etc.), and/or ozone generating devices in the cultivation of medical marijuana is prohibited.  
(Ord. No. 537, 5-19-2011)

**17.34.100 Other requirements.**

A. Medical marijuana cultivation is prohibited in the Dunsmuir Historic District.

B. Medical marijuana cultivation is prohibited as a home occupation.

C. The cultivation of medical marijuana shall not adversely affect the health or safety of nearby residents, or cause annoyance or discomfort to any nearby residents, by creating glare, heat, noxious gasses, odor, smoke, vibration, or other impacts, or be hazardous due to the use or storage of materials, processes, products, or wastes.

D. Proximity to Youth-Oriented Activities. Cultivation of medical marijuana is prohibited within three hundred (300) feet of a park, library, school, or any establishment that advertises its services as primarily being for minors.  
(Ord. No. 537, 5-19-2011)

**17.34.110 Medical marijuana cultivation affidavit.**

Persons who cultivate medical marijuana for their sole personal use in quantities recommended by their physician may do so in accordance with the regulations of this section without submitting a medical marijuana cultivation affidavit to the city manager. Persons cultivating medical marijuana for more than one individual shall do so in accordance with the requirements of this section and shall sign and file with the city manager a medical marijuana cultivation affidavit. The affidavit shall include the name of the individual cultivating the medical marijuana, the names of the persons for whom the medical marijuana is being cultivated and the name(s) of the owner(s) of the property on which the medical marijuana is being cultivated. Should any of the information change, a new affidavit shall be signed and filed with the city manager. The affidavit shall include

the signature of the property owner if the property on which cultivation is to occur is not owned by the qualified patient or primary caregiver.  
(Ord. No. 537, 5-19-2011)

**17.34.120 Violations—Penalties.**

Any person who violates any provision of this section, upon proper notification and subsequent failure to perform required abatement, shall be guilty of an infraction and punishable by fines in accordance with Section 1.08.010.

(Ord. No. 537, 5-19-2011)

## City Council Agenda Item Old Business

Item No: 15E.  
~~128E~~  
Date: August 11, 2016  
Subject: Consider and accept final report on tree trimming and removal project

Last year the first in a long time tree trimming and removal project was approved and implemented. The list of trees was provided by Public Works Supervisor and approved by City Council prior to requesting bids for the work. The contract was awarded and documentation of the work performed is provided for your review.

Public Works Supervisor acted as project manager for the entire project and in the course of the work substituted work on more dangerous trees for work that had been previously authorized.

A second list of trees needing attention has been prepared by Public Works Supervisor and will be brought to the City Council for consideration in the near future.

**Recommendation:** Move to receive and accept final report on tree trimming and removal project.

## New Project List

The following is a list of tree's slated for removal as well as dangerous dead limbs and low hanging branch's that we can simply do a trimming job on to increase visibility and vehicle clearance. This project depends on City Manager and Council approval. The first list consists of tree's that should be removed, part 2 of this list consists of tree's that we can trim up and remove dead branches for public safety.

- A.
1. Dead tree's (2) just north of south City Limit sign
  2. 500' south of Beverly Way and Elinore Ave. intersection small dead tree
  3. 4909 Buckboard Ln. @ McCloud Ave. remove Oak tree at light pole
  4. Caboose park, remove 2 dying Pine tree's, check with arborist about Cedar and Pine tree's at top and see if they should be removed.
  5. Hedge Creek Falls lawn area, remove dead Cedar and dead tree at bottom of lawn west side of park.
  6. Upper Soda, removal of 4 small dead tree's
  7. City property in back of Community building, 4 Oak tree's for removal as well as several needing trimming (definite danger to house's where tree's are overhanging).
- B.
1. South end of Butterfly @ Gillis, limb up low branches
  2. 6155 Sacramento Ave. @ Grover St. Trim up low hanging branches on oak tree
  3. From 6214 Hill St. North to intersection of Wood St., cut all low hanging branches.
  4. Dunsmuir Ave. @ Hill St. south bound side to City limits trim dead branches, limb tree's additional 10' up.
  5. 4209 oak St., trim lower branches on Sycamore.
  6. 6225 to 6242 Elinore St. Remove dead Oak and Douglas Fir branches as well as limb up low hanging branches.
  7. Across from 6241 Beverly way remove dead branches, cut low hanging branches.
  8. Allen St. @ Beverley Way remove one oak branch.
  9. U.S. bank, remove lower tier of branches (Sycamore)
  10. 5630 Dunsmuir Ave., remove low branches on Sycamore and trim tree just south of this one.

11. 4313 Willow St. Trim up Sycamore to increase visibility.
12. 6126 to 6122 Beverly Way limb up branches remove dead branches
13. 5521 Dunsmuir Ave. take low branches off
14. 5411 to 5423 Dunsmuir Ave., remove low hanging branches
15. Across from 5327 Dunsmuir Ave. To 5304 Dunsmuir Ave. (North bound), remove dead tree's and low hanging branches.
16. Florence Loop @ Dunsmuir Ave. (south bound side), trim up low hanging branches to increase visibility at intersection.
17. 4300 to 4307 Stagecoach Rd., limb up low hanging oak tree branches.
18. Caldwell @ Dunsmuir Ave., remove one Oak branch.
19. 4111 Caldwell, remove low hanging oak branches.
20. Caldwell @ Gleaves Ave. Trim – shape tree to below utility wires.
21. 4335 Isgrigg, remove two low hanging oak branches.
22. 4210 Gray St., trim low hanging branches from Douglas fir.
23. 4630 to 4633 Shasta View, remove several dead oak branches, trim low hangers.
24. 4313 Wells Ave., remove low hanging branches hanging over house (paper St.)
25. 4401 Needham Ave. trim Cedar tree's up additional 15'.
26. South of 5186 River Ave., trim up Cedar and oak tree branches.
27. 5312 to 5344 River Ave., improve/cut all low hanging branches.
28. River Ave. Bridge, east and west sides limb up tree's
29. Blacksmith Hill @ Sacramento Ave., dead branch in Poplar

Thank you,

*Bill Willman*

7/13/16

Tom Brennan  
643-6346



CA Lic. # 889124  
Cell 530-340-2074  
www.acutabovetreesvc.com



1936

PROPOSAL SUBMITTED TO <i>Bill City of Dunsmuir</i>		PHONE <i>859 3061</i>	DATE <i>5/6/16</i>
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*Change order for city of Dunsmuir 20 item contract. Cancellation of item # 11. In its place, removal of Oak over city council building including all wood & debris. Pruning 2 large dead limbs from oak to the right of above Oak. Pruning one branch over parking lot on 3rd Oak above lot. Removal of 3 dead poplar trees between Dunsmuir ave, I5 overcrossing and Dunsmuir ave bridge. including removal and disposal of all material*

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

*Due upon completion* dollars (\$ *4500.00* ),  
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *Tom Brennan*

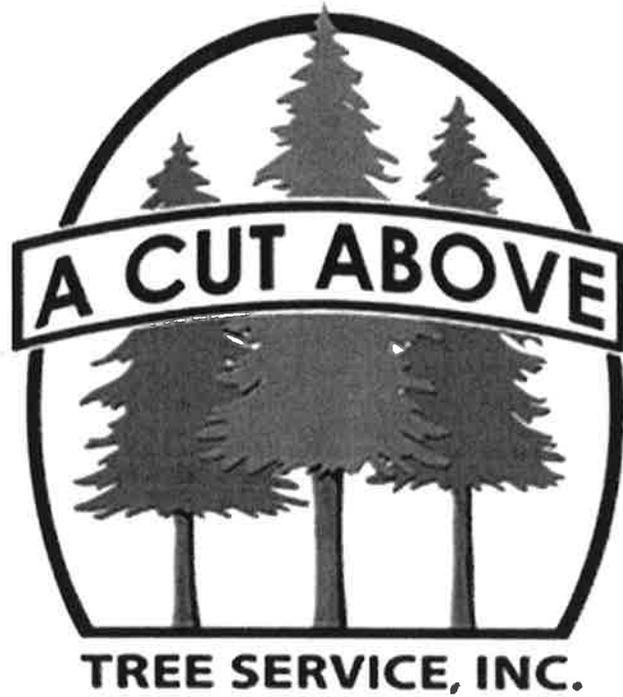
Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature *Bill Willman*

Date of Acceptance: *5/6/16*

Signature \_\_\_\_\_



The City of  
DUNSMUIR  
Project 2016



**Contact Information:**

**Jasmine Borgatti – President**

(530) 859-0344

**Nick Borgatti – Vice President**

(530) 340-2074

**Tom Brennan – Consulting Arborist**

(530) 643-6346

**Jessica Brasil – Administrator Assistant**

(530) 925-3350

**Cheyenne Harris – Executive Assistant – Office**

(530) 643-2155

# The Dunsmuir Project

Item #	Description/Price	Date Of Removal	Type Of Tree (Genus & Species)	Dimensions of Tree (DBH & Height Estimate)	Location of Tree (Street Address/Location Description)	Before Picture 	After picture 
Item #1	Remove Sycamore tree at Cedar and Dunsmuir. This is the street adjacent to Council Chambers/Police Station building. \$850.00	5/16/2016	Acer Pseudoplatanus	DBH 18"/45Ft.	Right next to police station	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Item #2	Remove Oak tree in sidewalk at Pine and Dunsmuir Ave. 5759 - \$600.00	5/16/2016	Quercus Velatina	BDH 17"/40Ft.	At the corner Pine & Dunsmuir Ave. 5759 (Cornerstone Café)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Item #3	Remove Oak Tree in sidewalk at 5733 Dunsmuir Ave. - \$600.00				Completed prior to start of project. Billed Separately per Bill.		<input checked="" type="checkbox"/>
Item #4	Remove dead Oak Tree at 4837 Dunsmuir Ave. - \$500.00	3/3/2016	Quercus Kelloggii	18"	4837 Dunsmuir Ave. Tom forgot to take Before picture while tree was still standing, got a picture of it laying down.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Item #5	Remove dead Cedar at 4763 Siskiyou - \$500.00	3/1/2016	Calocedrus Decurrens	17"	4763 Siskiyou Ave. End of Fence	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Item #6	Remove dead and scrub trees along top of retaining wall on west side of Shasta Ave. - \$1,100.00	29-Feb 2/29/2016 3/1/2016 4/21/2016	Alanthus Altissima Suckers Acer Spec. 3 Quercus Kelloggii Calocedrus Decurrens	6", 7", 9", 5" 16", 12", 9" 48"	Center median 5500 Block Center median 5500 Block Center Median Shasta Ave. Center Median Shasta Ave.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

# The Dunsmuir Project

Item #	Description/Price	Date Of Removal	Type Of Tree (Genus & Species)	Dimensions of Tree (DBH & Height Estimate)	Location of Tree (Street Address/Location Description)	Before picture	After picture
Item #7	Remove dead Apple Tree along top of retaining wall across from 5412 Shasta Ave. - \$600.00	2/29/2016	Malus Sp.	22"		✓	✓
Item #8	Remove Walnut Tree in island across from 5422 Shasta Ave. - \$980.00	2/29/2016	Juglans Hiindsii	24"		✓	✓
Item #9	Remove Cedar Tree(s) at northwest corner of Oak & Dunsmuir that are leaning towards house & disrupting sidewalk. \$2,500.00	5/17/2016	Decorrans Colocedrus	3-R2's DBH12"-24" 40-60Ft. Tall	At corner of Dunsmuir Ave. & Oak Street	✓	
		6/14/2016		1-R3 DBH 24"-70"			✓
Item #10	Remove Oak Tree in middle of Lower Oak Street, east end. - \$3,500.00	5/18/2016	Quercus Velutina	85Ft.	Bottom of Oak Street Dunsmuir CA	✓	✓



# The Dunsmuir Project

Item #14	Remove dead tree at 5607 Sacramento Ave. and dead tree across from street. - \$2,500.00	5/12/2016	Juglans Microcarpa	30" dbh/65H	5607 Sacramento Ave. Dunsmuir	✓	✓
		5/13/2016	Genus Quercus		5607 Sacramento Ave. Dunsmuir	✓	✓
Item #15	Trim 3 Sycamore trees in parkway in from on Children's Park. - \$1,950.00	5/13/2016	Acer Pseudoplatanus	40 Ft. Clearance	Childrens Park Dunsmuir	✓	✓
Item #16	Trim tree at 5508 Dunsmuir Ave. (light thinning and sidewalk clearance) - \$945.00	5/16/2016	Morus Nigra	25Ft. Clearance	5508 Dunsmuir Ave. Dunsmuir CA	✓	✓
Item #17	Trim Walnut tree at 5507 Dunsmuir Ave. - \$650.00	5/16/2016	Juglans Microcarpa	25Ft. Clearance	5507 Dunsmuir Ave. Dunsmuir CA	✓	✓
Item #	Description/Price	Date Of Removal	Type Of Tree (Genus & Species)	Dimensions of Tree (DBH & Height Estimate)	Location of Tree (Street Address/Location Description)	Before Picture	After picture
Item #18	Trim Oak at 4144 Dunsmuir Ave. overhanging road and interfering with utilities. - \$1,000.00	5/17/2016	Quercus Kelloggii	40Ft. Clearance	4144 Dunsmuir Ave. Dunsmuir CA. By old bottle plant	✓	✓
Item #19	Trim overhanging limbs from back oak at 4817 Siskiyou. - \$785.00	3/1/2016	Quercus Kelloggii	21"	Front yard and over street 4817 Siskiyou Ave.	✓	✓
Item #20	Trim and limb up tree across from 5830 Shasta Ave. - \$650.00	3/1/2016	Quercus Kelloggii	17"	Across from 5830 Shasta Ave.	✓	✓

## The Dunsmuir Project

	Amount & Type of Debris/Waste produced, Final placement or use of each type of Debris/Waste and monetary value, if merchantable. Please include: Date, Item #, and where you took it.
2/29/2016	
	Item #6 , #7, #8 generated 6 yards of chips which were deposited in the compost area at our shop. 5 yards of wood were deposited at a clients property for fire wood. It's a violation of state law to sell wood in California without a timber harvest plan!
3/1/2016	
	Item #5, #6, #19, #20 generated 9 yards of debris. Wood was left with neighbors of the projects, chips were taken to our yard compost area.
	Item #4 generated 2 yards . Debris was left for fire wood for tennant at same location.
	Item #3 Completed prior to start of project. Billed Separately per Bill.
4/21/2016	
	Item #6, 14 yards chips dumped at Corporate Yard.
4/25/2016	
	Item #13, 20 yards chips taken to yard wood moved off site.
5/12/2016	
	Item # 14, 4.5 yards chips taken to corporate yard/ wood moved to yard.
5/13/2016	
	Item #14, Hauled wood to corporate yard.

## The Dunsmuir Project

**Amount & Type of Debris/Waste produced, Final placement or use of each type of Debris/Waste and monetary value, if merchantable.  
Please include: Date, Item #, and where you took it.**

5/13/2016	Item #15, 10 yards of chips moved to corporate yard .
5/17/2016	Item #18
	Hauled wood off to corporate yard & chips, 1 yard of chips.
5/17/2016	Item #9
	Hauled wood & chips to corporate yard 18.5 yards of chips.
5/18/2016	Item #10 , Wood & Chips hauled off to corporate yard
	5/19/2016 Yards of chips 14.5 + 6 yards = 20.5 yards
5/16/2016	Item #2
	Hauled wood & Chips to corporate yard. 2 yards of chips
5/16/2016	Item #1
	Hauled wood & Chips to corporate yard. 5 yards of chips.
5/16/2016	Item #17
	Chipped up limbs hauled chips to corporate yard. 2 yards of chips .



Before and After Pictures

5/16/2016

Item #1



Before and After Pictures

5/16/2016

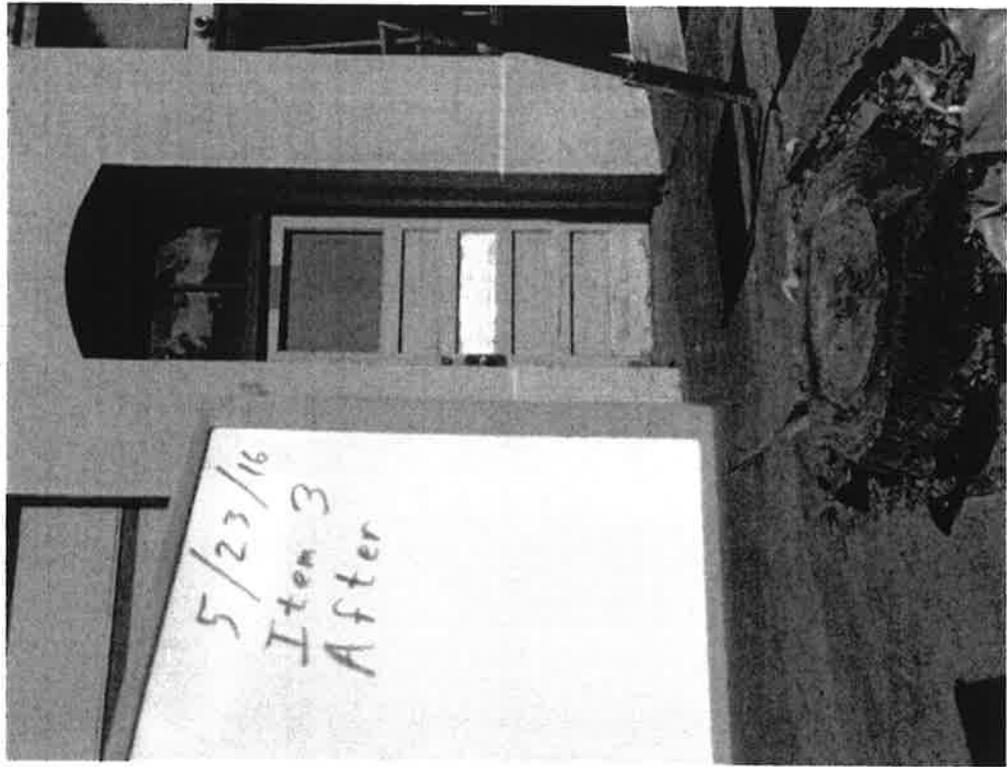
Item #2



The Dunsmuir Project

5/23/2016

Item #3



Before and After Pictures

3/03/2016

Item #4



Dunsmuir Project 2016

3/01/2016

Item #5

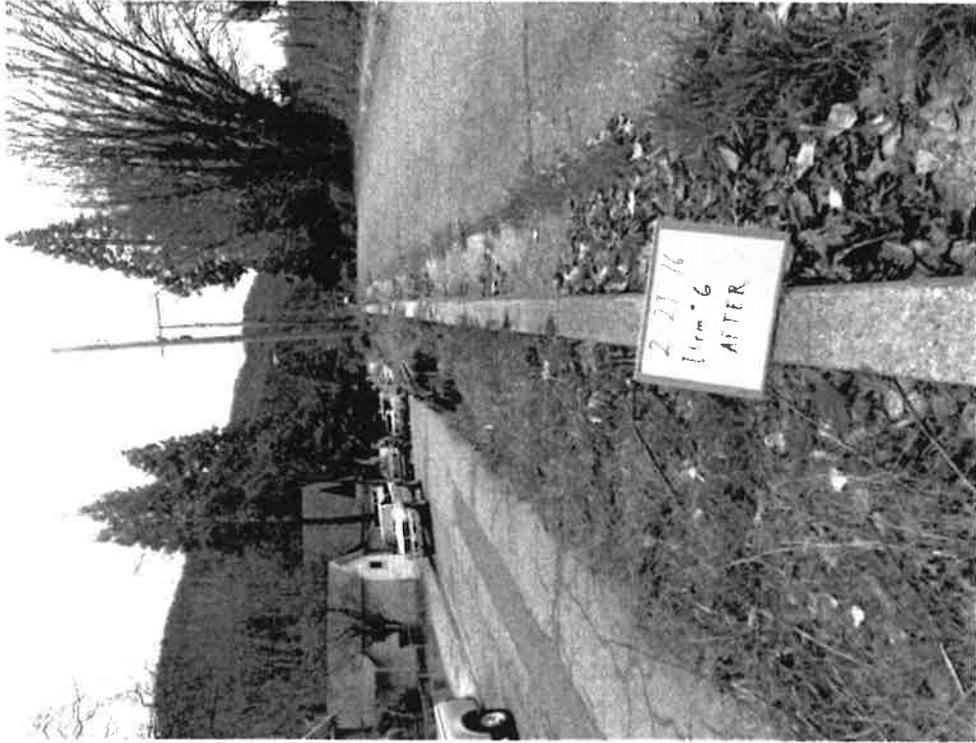
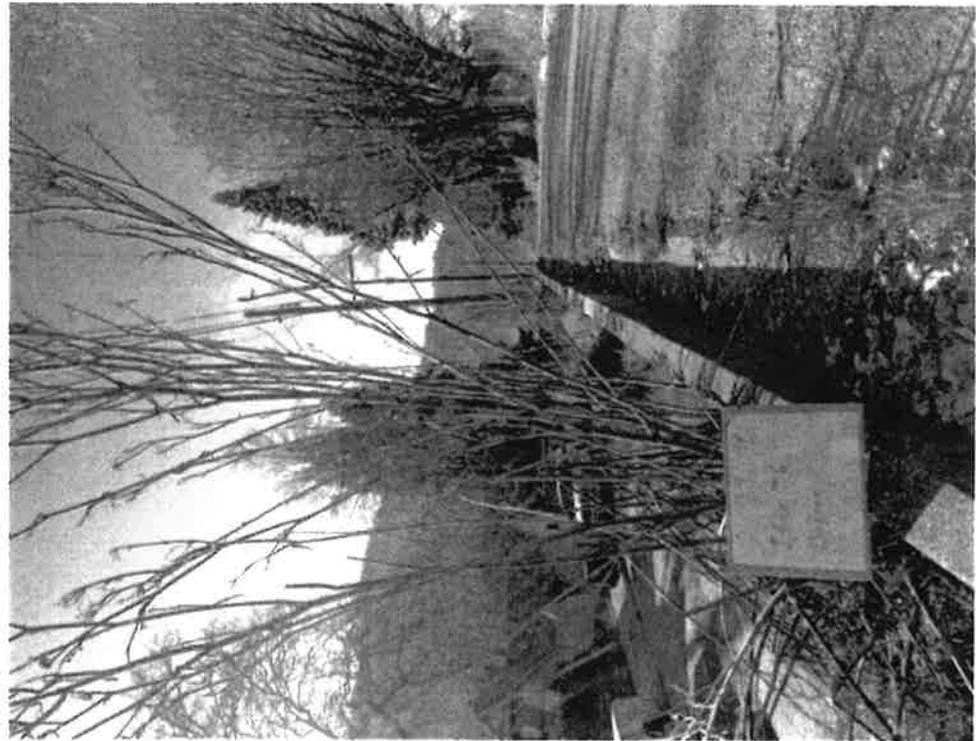


Dunsmuir Project 2016

Before and After Pictures

2/29/2016

Item #6



Dunsmuir Project 2016

Before and After Pictures

2/29/2016

Item #6



Dunsmuir Project 2016

Before and After Pictures

2/29/2016

Item #6

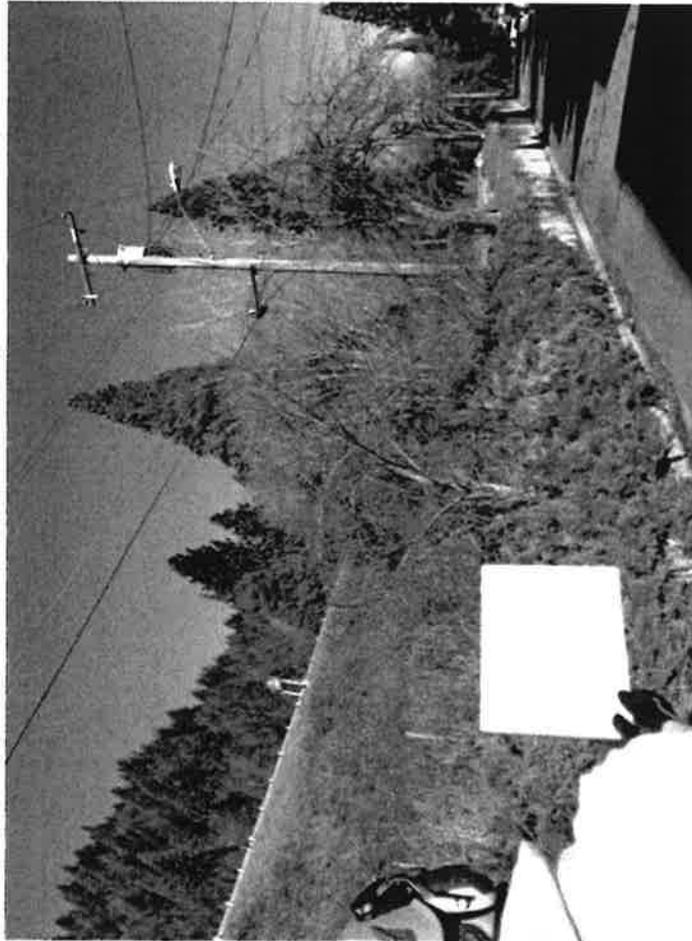


Dunsmuir Project 2016

Before and After Pictures

2/29/2016

Item #6



Dunsmuir Project 2016

Before and After Pictures

3/03/2016

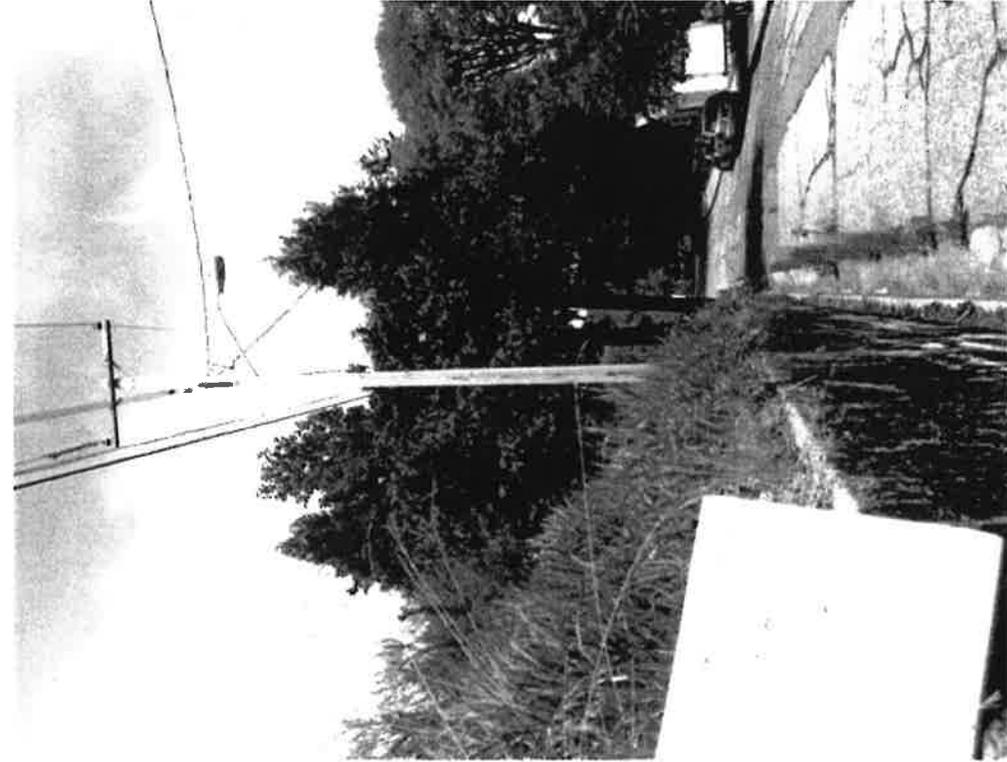
Item #6



Before and After Pictures

4/21/2016

Item #6

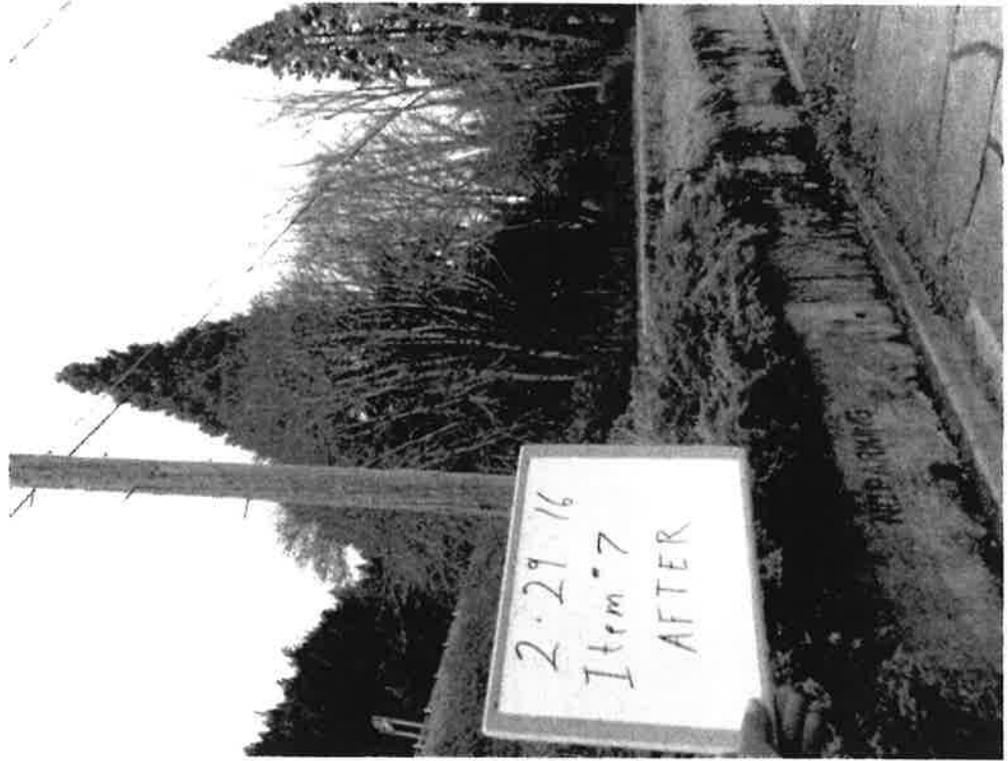


Dunsmuir Project 2016

Before and After Pictures

2/29/2016

Item #7



Dunsmuir Project 2016

Before and After Pictures

Item #8 -- 2/29/2016



Dunsmuir Project 2016

6/14/2016 & 5/17/2016

Item #9



Before and After Pictures

5/19/2016

Item #10



The Dunsmuir Project 2016

Before and After pictures

Item #11 Substitute

Trimming of Oak over city council building including all wood and debris. Pruning 2 large dead limbs from oak to the right of Above oak. Pruning one branch over parking lot on 3rd oak above lot. Removal of 3 dead poplar trees between Dunsmuir Ave. 15 overcrossing and Dunsmuir Ave. bridge. Including removal and disposal of all material. **Canceled - Remove trees on the north side of Wood St. just east of Elinore Way 2 Oaks. - \$4,500.00**



The Dunsmuir Project 2016

Before and After pictures

Item #11 Substitute

Trimming of Oak over city council building including all wood and debris. Pruning 2 large dead limbs from oak to the right of Above oak. Pruning one branch over parking lot on 3rd oak above lot. Removal of 3 dead poplar trees between Dunsmuir Ave. I5 overcrossing and Dunsmuir Ave. bridge. including removal and disposal of all material. **Canceled - Remove trees on the north side of Wood St. just east of Elinore Way 2 Oaks. - \$4,500.00**



Before and After Pictures

3/03/2016

Item #12



Before and After Pictures

4/22/2016 - 4/28/2016

Item #13



Before and After Pictures

5/12/2016

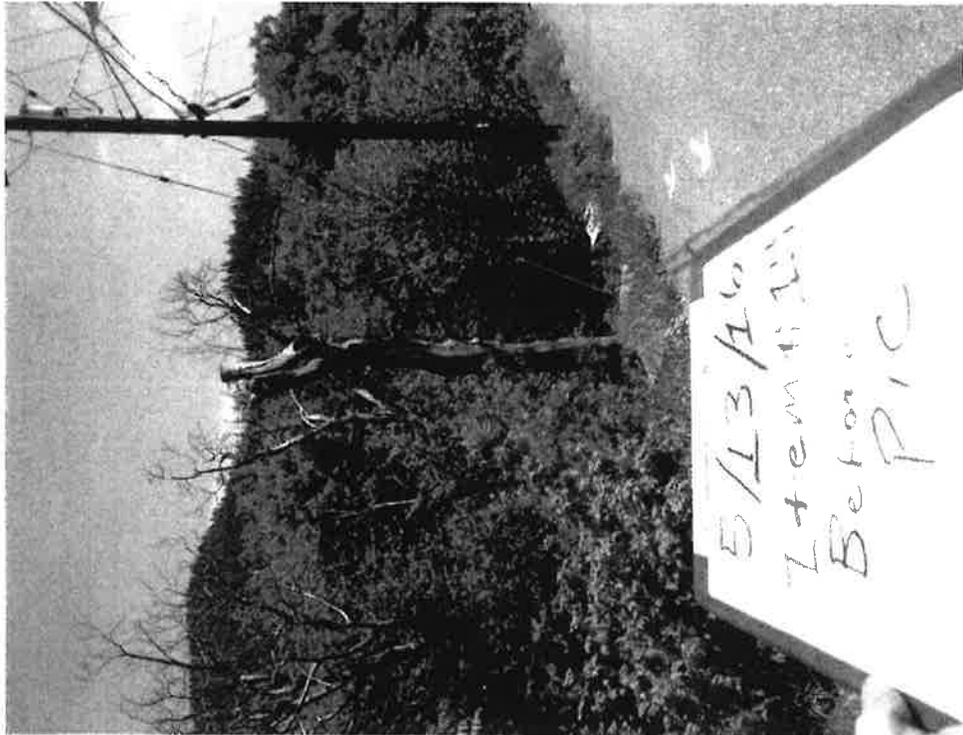
Item #14



Before and After Pictures

5/13/2016

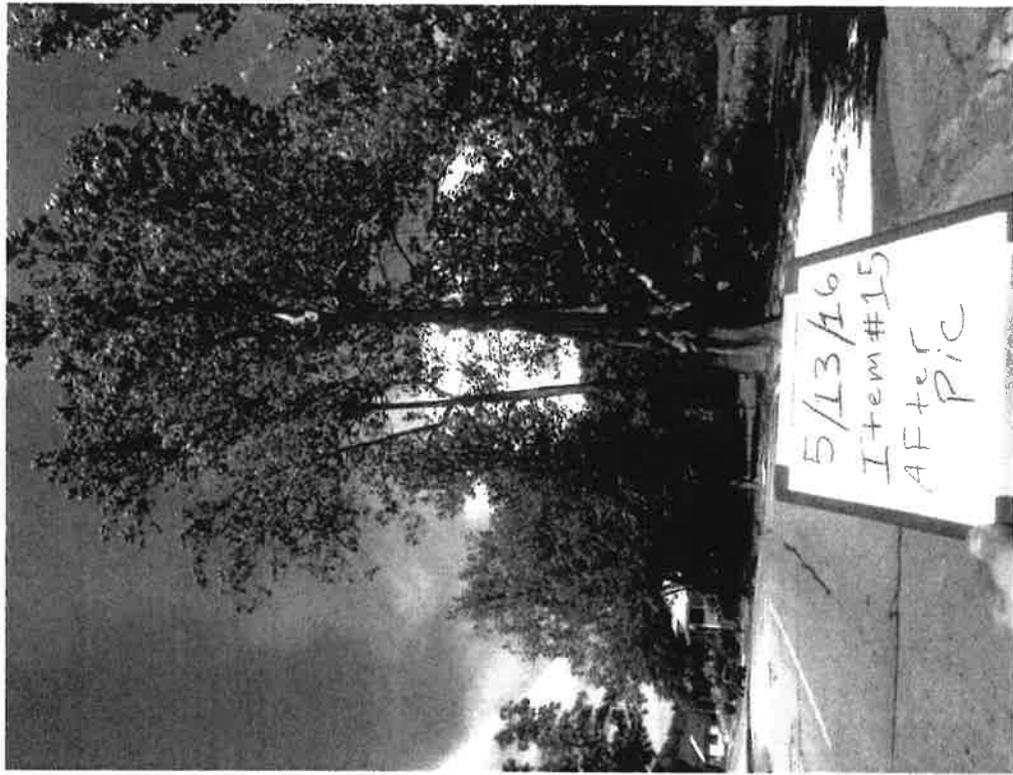
Item #14



Before and After Pictures

5/13/2016

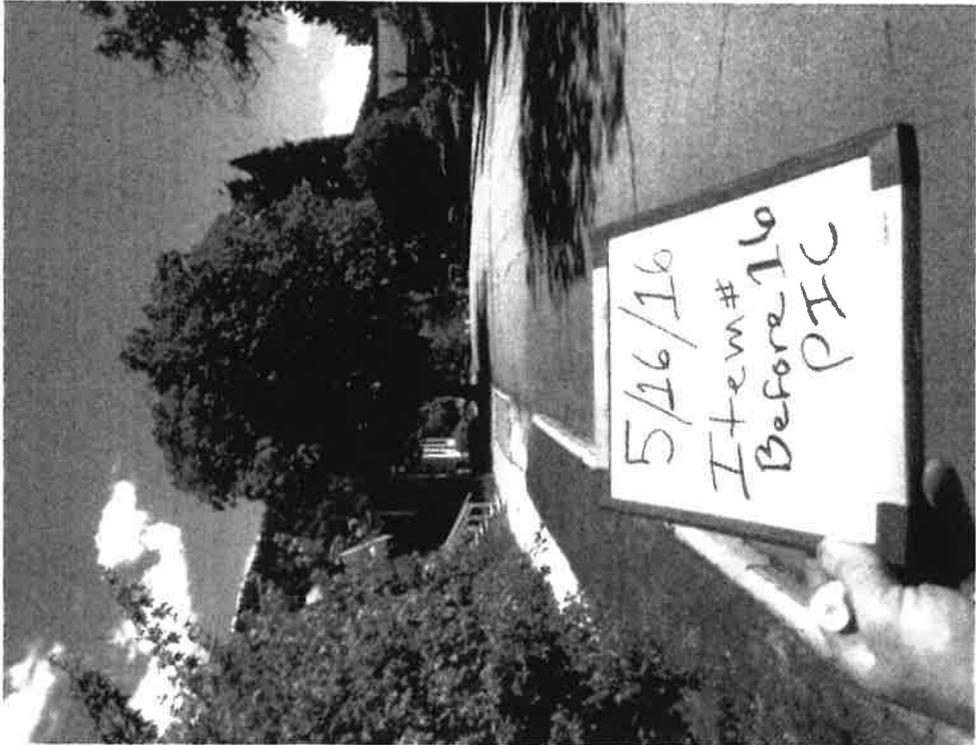
Item #15



Before and After Pictures

5/16/2016

Item #16



Before and After Pictures

5/16/2016

Item #17



Before and After Pictures

5/17/2016

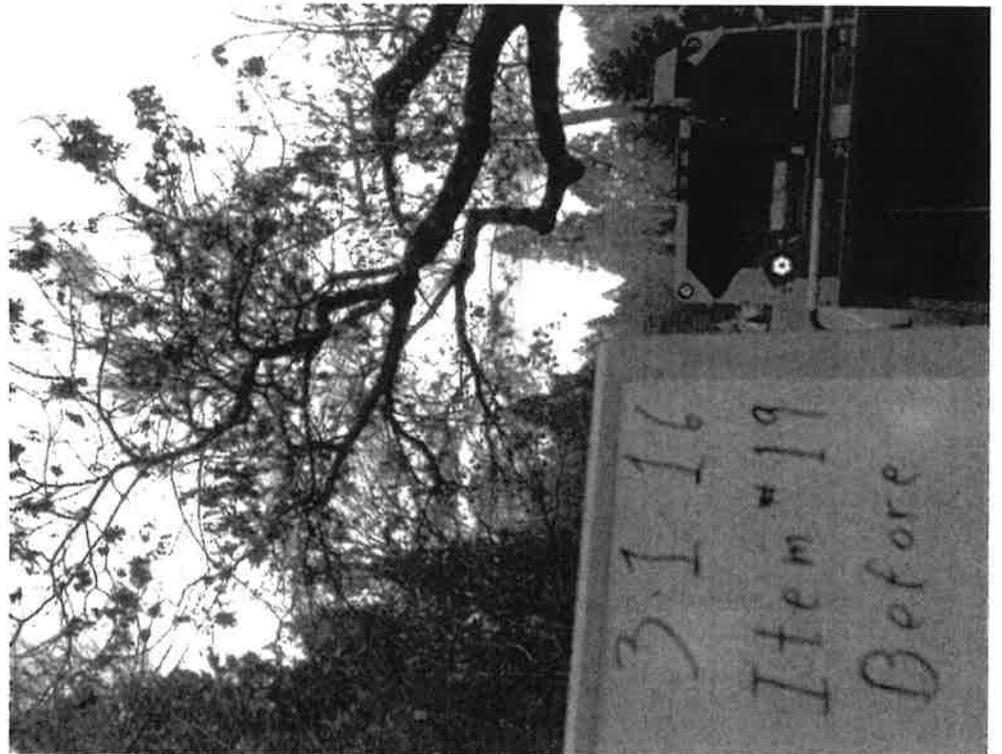
Item #18



Dunsmuir Project 2016

3/01/2016

Item #19



Dunsmuir Project 2016

3/01/2016

Item #20











































August 5, 2016

RE: City Council

To: Paul Poczobut, City Manager.

From: Daniel A Padilla, Chief

RE: Community Wildfire Protection Plan

Community Wildfire Protection Plans (CWPPs) are a mechanism for communities to address their wildfire risk. These plans promote collaboration and local action, and can work in partnership for the "Dunsmuir Fire Safe Council" activities. Julie Titus, a retired Fuels Specialist, to create the CWPP for our community. She has extensive knowledge with fuels, fire, local fire history, and how they relate to our community. She conducted town hall meetings this past year and invited the local residents, government leaders, local, state and federal fire departments, civic leaders, and private professional foresters to gather information from the community to hear their concerns about the threat of wildfires in the greater Dunsmuir area.

**Background**

Destructive wildland fires in 2002 were a catalyst for Congress to pass the Healthy Forest Restoration Act (HFRA) in 2003. The intent of the HFRA was to provide funding and guidance for better forest management practices throughout wildland areas and the wildland urban interface. One of the key outcomes of the HFRA was to incentivize communities to create Community Wildfire Protection Plan (CWPP). An approved CWPP can influence and provide future funding for hazardous fuel reduction projects, including where and how federal lands implement fuel reduction projects on federal lands.

CWPPs must meet three basic criteria:

- *Collaboration:* A CWPP must be collaboratively developed by local and state government representatives, in consultation with federal agencies and other interested parties
- *Prioritized Fuel Reduction:* A CWPP must identify and prioritize areas for hazardous reduction treatments and recommend the types and methods of treatment that address or more at-risk communities and essential infrastructure.
- *Treatment of Structural Ignitability:* A CWPP must recommend measures that address and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.

The CWPP Julie has created meets the three basic criteria, it is a sound document that will benefit the Dunsmuir Fire Safe Council with obtaining fuel reduction grants now and in the future. She has identified and prioritized areas in our community that would benefit from fuel reduction projects, to minimize the threat from a potential wildfire situation.

The CWPP is a living document that can be changed and updated as needed. The CWPP will be part of the Dunsmuir Housing Element document, which is currently being updated. CAL-Fire established SB1241 and was signed into law in 2012, as Gov. Code Section 65302(g)(3). The law simply stated, requires communities at the next revision of the housing element on or before January 1, 2014, "the safety element shall be reviewed and updated as necessary to address the risk of fire", for land classified as State responsibility Area and land classified as Very High Hazard Severity Zones, which Dunsmuir in its entirety falls under.

As the Fire Chief for the City of Dunsmuir, it is my recommendation that the City Council adopt the "Dunsmuir CWPP", as written. This document will allow my department to protect life, property and natural resources in our area from unreasonable risks associated with wildland fires.

If additional information is required, or if you have questions concerning the document, please contact me at your earliest convenience.

Sincerely,

Daniel A Padilla, Chief  
Dunsmuir Fire Department

## XPS Print Error

Job name: (none)  
Document name: (none)  
Page number: 1  
Error: memory allocation failure (514,10,72)

## City Council Agenda Item Old Business

**Item No:**

156

~~12.G.~~

**Date:**

August 11, 2016

**Subject:**

Consider and approve updating Records Management Services proposal

Last year consideration of proposal for Records Management Services program was discussed and it was decided to hold off on implementation of the program partially due to cost and somewhat on demands on staff time to assist the consultant. Interim City Manager has again looked at filing system and file drawers and vigorously recommends this program be implemented.

City Manager and Finance Director are currently filing grant and other special programs in boxes on office floors due to lack of space in file cabinets. Many documents in the cabinets need to be removed and destroyed as they are no longer of any current use and have no historical value. Once this is accomplished current files can be retained in a professional manner.

It is recommended that staff be directed to contact consultant and ask that estimate be updated with cost then placed in budget for City Council consideration along with the rest of the 2016-17 budget.

The proposal includes training of staff to keep the program operating after the consultant has completed the project.

**Recommendation:** Move to approve updating Records Management Services proposal.

## City Council Agenda Item Old Business

**Item No:** 12.YG  
**Date:** August 11, 2016  
**Subject:** Consider and approve updating Records Management Services proposal

Last year consideration of proposal for Records Management Services program was discussed and it was decided to hold off on implementation of the program partially due to cost and somewhat on demands on staff time to assist the consultant. Interim City Manager has again looked at filing system and file drawers and vigorously recommends this program be implemented.

City Manager and Finance Director are currently filing grant and other special programs in boxes on office floors due to lack of space in file cabinets. Many documents in the cabinets need to be removed and destroyed as they are no longer of any current use and have no historical value. Once this is accomplished current files can be retained in a professional manner.

It is recommended that staff be directed to contact consultant and ask that estimate be updated with cost then placed in budget for City Council consideration along with the rest of the 2016-17 budget.

The proposal includes training of staff to keep the program operating after the consultant has completed the project.

**Recommendation:** Move to approve updating Records Management Services proposal.

# City Council Agenda Item

## Interim City Manager Staff Report

### New Business

**Item No:** 13.A.  
**Date:** June 18, 2015  
**Subject:** Consideration of proposal for Records Management Services

For a moment it had been presented that Administrative Assistant would be off for some time for medical reason. Being very afraid that I would be unable to find any file or document needed to complete work assignments, I contacted Diane Gladwell who is a former City Clerk and author of much of the Municipal Clerk's Handbook recommended for all City Clerks by the League of California Cities. She is now managing her own one person company that provides organization of all records into a system that is usable by all. As noted in the attached proposal there are several steps in her process. It is also notable that this proposal is for a larger city with a lot more records and more staff accessing records.

She is proposing that all records will be reviewed and organized and those needing to be destroyed will be listed in resolutions for City Attorney review and then taken to City Council for authorization to destroy. She would prepare report that such was being done in accordance with all applicable laws and "best practices".

She would prepare retention schedules for future years and train staff in maintaining that schedule. The outcome would be more space available for what needed as opposed to what is just being kept around, and files would be indexed and easier to find.

I have not tried to negotiate the proposal as I am not recommending this be done at this time. The Administrative Assistant has informed me she is not going to be taking any medical leave this summer. This would be a great program at some point to assist in training employees and creating and maintaining a workable records retention program.

**Recommendation:** Move to receive and file proposal and direct staff to contact consultant with note that future City Manager will review and possibly negotiate a proposal more in tune with City of Dunsmuir needs.

# PROPOSAL FOR DUNSMUIR RECORDS MANAGEMENT

## Phase 1a: Records Retention Schedules (On-site Best Practices)

All past policies and work will be taken into consideration in developing the new retention schedules, in addition to “Best Practices” and legal requirements.

Pre-existing copyright-protected records retention schedules developed by Gladwell Governmental Services, Inc. (GGS) will be customized to be organized to reflect the City’s organizational structure, and schedules will include all current laws and will show which records could be scanned into the document imaging system, and will identify if, and when, the paper version should be destroyed after imaging. Vital records will be identified, assisting the City in developing their disaster recovery plan.

Two days of on-site meetings will be held with each department, to “Best Practices” and advice regarding the City’s records management program while on site.

### Deliverables:

- Records Retention Schedules for each function
- One retention schedule for records common to all functions
- Index to retention schedules
- Draft resolution of adoption
- Draft staff report
- One day of on-site meetings with departments

Cost, including on-site visit and travel expenses: \$5,900

## Phase 1b: Records Retention Schedules (Virtual Services)

All past policies and work will be taken into consideration in developing the new retention schedules, in addition to “Best Practices” and legal requirements.

Pre-existing copyright-protected records retention schedules developed by Gladwell Governmental Services, Inc. (GGS) will be customized to be organized to reflect the City’s organizational structure, and schedules will include all current laws and will show which records could be scanned into the document imaging system, and will identify if, and when, the paper version should be destroyed after imaging. Vital records will be identified, assisting the City in developing their disaster recovery plan.

Two days of on-site meetings will be held with each department, to “Best Practices” and advice regarding the City’s records management program while on site.

### Deliverables:

- Records Retention Schedules for each function
- One retention schedule for records common to all functions
- Index to retention schedules
- Draft resolution of adoption

### **Proposal for Dunsmuir – Records Retention Schedules**

Submitted by Gladwell Governmental Services, Inc. 909.337.3516 [www.gladwellgov.org](http://www.gladwellgov.org)

page 1

- Draft staff report

Cost: \$3,500

### **Phase 2a: Implementation / Destruction Procedures and Training (On-site)**

The goal of this day is to assist department employees in making the maximum progress in an efficient, legal manner to destroy records if they are copies, or if their retention has expired.

GGs will interactively design written instructions to ensure all laws, policies and procedures of the City are followed. GGS will then facilitate a 1 hour "kickoff" meeting to demonstrate the procedures, train employees and answer any questions.

Employees will return to their departments and proceed to "Free their Files" and prepare records for destruction. Diane Gladwell will then meet with the employees in each department to answer any questions and ensure they are directing their efforts in areas where the organization will realize the maximum value.

#### Deliverables:

- Policies, Procedures and Forms for destroying records in compliance with laws and "best practices"
- Various Planning meetings (telephone & e-mail)
- City-wide Kick-off Meeting
- Meetings with Departments to provide advice and assistance
- One Day on Site

Cost, including on-site visit and travel expenses: \$1,900

### **Phase 2b: Implementation / Destruction Procedures and Training (Virtual)**

The goal of this day is to assist department employees in making the maximum progress in an efficient, legal manner to destroy records if they are copies, or if their retention has expired.

GGs will interactively design written instructions to ensure all laws, policies and procedures of the City are followed. GGS will then facilitate a 1 hour "kickoff" meeting to demonstrate the procedures, train employees and answer any questions.

Employees will return to their departments and proceed to "Free their Files" and prepare records for destruction. Diane Gladwell will then meet with the employees in each department to answer any questions and ensure they are directing their efforts in areas where the organization will realize the maximum value.

#### Deliverables:

- Policies, Procedures and Forms for destroying records in compliance with laws and "best practices"

#### **Proposal for Dunsmuir – Records Retention Schedules**

Submitted by Gladwell Governmental Services, Inc. 909.337.3516 [www.gladwellgov.org](http://www.gladwellgov.org)

page 2

Cost:

\$500

### Phase 3: Annual Updates / Subscription for Unlimited Advice

The subscription includes:

- Legal review of all changes for the year (presented in "Track Change" format,)
- Additional changes requested by your employees,
- Approval forms and assistance,
- Re-writing of the index to your schedules to reflect the changes made,
- Unlimited e-mail and telephone assistance / Q&A throughout the year.

Cost: \$500 a year (July 1 – June 30); Subscription continues until cancelled by the City.

## METHODOLOGY

All work is performed by the President of Gladwell Governmental Services, Inc. Assignments are not delegated to less skilled personnel or subcontractors, assuring the project is well-coordinated without communication problems or scheduling conflicts among various consultants and their other projects. In addition, this also assures the highest quality work.

The consultant proposes to build on the progress already made in the organization and the pre-existing intellectual property of GGS, ensuring consistency and high levels of quality for the project.

The project will be structured to increase participation, expedite results, minimize costs and ensure the successful implementation of an excellent program by temporarily employing the skills and knowledge of the contractor as needed.

This approach is customized for Dunsmuir to ensure the program:

- Provides a “one-time fix”;
- Is interactive, producing a high level of participation and ownership;
- Matches the organization’s values and structure;
- Provides appropriate solutions;
- Can be implemented quickly;
- Will achieve long-term viability; and
- Has the highest cost/benefit ratio and return on investment.

Drafts of all work will be released to Dunsmuir during the course of the project. Dunsmuir will have an opportunity to edit and comment on these drafts, assuring that (1) the City will maintain control of the project, and (2) the current work of the organization supports the final program. In addition, on-site visits, e-mail, and telephone communications will keep Dunsmuir apprised of the work progress.

The consultant will provide the computer facilities, forms and equipment necessary to complete the work in this proposal. A resident workspace will be necessary when the consultant is on-site with access to computer systems, a photocopier, and Dunsmuir staff for information.

**“...a records management program is actually a money saver - a protection against ineffective operations. It is even more significant as a safeguard against disaster and lawsuits”**

*-ICMA (International City/County Management Association)*

### **Proposal for Dunsmuir – Records Retention Schedules**

Submitted by Gladwell Governmental Services, Inc. 909.337.3516 [www.gladwellgov.org](http://www.gladwellgov.org)

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# RESUME

## SUMMARY

Diane R. Gladwell is a Master Municipal Clerk with over twenty years experience managing in public and private sectors. Recipient of multiple awards recognizing excellence in municipal clerk administration. Facilitator, author and instructor for document imaging, best practices and reengineering in over 100 organizations, including AIRM, ARMA and COMDEX.

## PROFESSIONAL BACKGROUND

**Gladwell Governmental Services, Inc.**  
**President**

**1989 to present**

Clients have included over 100 California Cities and Counties; VISA Corporation; City and County of Kansas City, Kansas; Saint Paul, Minnesota; the International Institute of Municipal Clerks (IIMC); and the City Clerks Association of California (CCAC). Projects have included:

1. Organization-wide and Department-level Records Management Programs:  
Retention Schedules, Procedures, Manuals and Training
2. EDMS / Document Imaging / Optical Disk System Acquisition or Remediation
3. Educational Programs and Publications in Technology, Business Process Reengineering,  
Best Practices, Records Management and other subjects.
4. Facilitation of Business Process Reengineering.
5. Elections Management.

**City of San Luis Obispo**  
**City Clerk**

**1992 to 1995**

As a member of the management team, responsible for records management, election administration, municipal code maintenance, FPPC disclosures, special event permits, City Council support, and coordination of over 20 boards and commissions for the City of San Luis Obispo. Administration of the agenda process and all public notification and advertisement.

Received the Presidents Award of Distinction for Excellence in Organization and Administration from the California Clerks Association (1994). Reduced expenses by 22% while increasing services to the public; developed "InfoSLO" computerized information kiosk, electronic advertising and electronic agendas; reengineered all programs and processes in the Division.

**City of Glendale**  
**Assistant City Clerk**

**1989 to 1992**

As a member of management, responsible for records management, election administration, municipal code maintenance, FPPC disclosures, business licensing, film permits and special events for Glendale (population 187,000). Supervised Council and Redevelopment Agency agendas, packets and minutes preparation as required; administrated publication and mailing of legal notices, bids, and process claims for the City. Develop, presented and administrated City Clerk annual budget of \$800,000. Acted as Public Information Officer for the City during emergencies (Glendale fire, storm damage). Supervised a staff of nine who serve a culturally diverse community.

Developed, implemented, and administrated a Citywide records management program based on optical disk technology which has received international, national and state awards for exceptional records management programs.

## Proposal for Dunsmuir – Records Retention Schedules

Submitted by Gladwell Governmental Services, Inc. 909.337.3516 [www.gladwellgov.org](http://www.gladwellgov.org)

page 5

Administered payment systems and collections for a chain of 50 grocery stores (over five million transactions annually.) Records management for payment transactions, criminal and civil incidents for chain. A key member of the management team that developed and implemented computerized Electronic Funds Transfer for checks and credit cards as well as several custom applications to track returned items and issue check cashing cards. Budget development and administration for four Divisions representing expenditures of over \$8,000,000.

### **EDUCATION**

Pacific Southern University, Los Angeles: Bachelor of Science, Business Administration  
California Polytechnic University, Pomona: Business administration courses  
Citrus College, Azusa: Associate of Science, Business Administration  
UCLA: Business management courses  
Institution de Technologico, Yucatan, Mexico: Attended institute as a foreign exchange student  
ESRI Geographic Information Systems (GIS) training

### **HONORS**

Olsten Award for Excellence in Records Management Programs;  
Association of Records Management Administrators (ARMA, International)  
President's Award of Distinction for Excellence in Organization and Administration;  
City Clerks Association of California (CCAC)  
Records Management Award for Exceptional Municipal Programs Utilizing Alternative Technologies;  
International Institute of Municipal Clerks (IIMC)  
President's Award for Excellence in Public Presentations and Published Articles;  
City Clerks Association of California (CCAC);  
Rotary, International, Lake Arrowhead Chapter: (2) Special Service Awards for Projects which raised over \$40,000 for fire victims.  
(3) Honorary Service Awards (California PTA, for outstanding service to youth and community)  
Life Member: Delta Mu Delta, Alpha Gamma Sigma and California Scholarship Federation  
Listed in Who's Who of Executives and Professionals

### **PRESENTATIONS AND PUBLICATIONS**

University of Riverside, Extension / Technical Track for Clerks: Records Management, Elections  
AIIM (Association for Information and Image Management)  
ARMA (Association of Records Managers and Administrators)  
IIMC (International Institute of Municipal Clerks)  
CCAC (City Clerks Association of California)  
Government Technology Conference  
Co-Author: Ballot Counting Procedures and Guidelines (various voting systems)  
Author: Document Imaging  
Efficient Filing  
Funding Records Management Projects  
Elections Management and Performance Measurement  
Various articles published by ARMA, ICMA, IIMC and NAGARA

### **PROFESSIONAL MEMBERSHIPS**

AIIM Professional Level Member  
Association of Records Managers and Administrators  
California Association of Clerks and Elections Officials  
City Clerks Association of California (Past First Vice President, Past Second Vice President)  
International Institute of Municipal Clerks (Past Chair, Resource Committee, Membership Task Force, Past Chair, Records Management Committee)  
National Association of Government Archives and Records Administrators (NAGARA)

### **Proposal for Dunsmuir – Records Retention Schedules**

Submitted by Gladwell Governmental Services, Inc. 909.337.3516 [www.gladwellgov.org](http://www.gladwellgov.org)

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## City Manager

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**From:** Gladwell4@aol.com  
**Sent:** Sunday, May 17, 2015 4:44 PM  
**To:** City Manager  
**Subject:** Proposal for Records Management Services  
**Attachments:** Proposal - Dunsmuir.pdf

Hi, Randy,

Here is the proposal we discussed.

Let me know if you have any questions, or would like any changes.

Thanks!

Diane R. Gladwell, MMC  
President, Gladwell Governmental Services, Inc.  
office 909.337.3516  
cell 951.288.7360 <http://www.gladwellgov.org>

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise us by reply e-mail ([info@gladwellgov.org](mailto:info@gladwellgov.org)), and delete the message. Thank you very much.

Agenda Item: ~~12.H~~

**MEMORANDUM**

August 4, 2016

From: City Manager

To: Mayor and City Council

Subj: Community Development Block Grant Program (CDBG), Business Assistance Program underwriting and loan

The City of Dunsmuir is interested in contracting with a firm to process the CDBG Business Assistance Program for underwriting and loan application packages received by the City of Dunsmuir.

The Superior California Economic Development, a California non-profit corporation has submitted an agreement, which is attached.

The City Attorney is, at the time of this report, reviewing the contract. I will have adjustments, if required, by the City Attorney prior to the council meeting.

**RECOMMENDATION:** Move to approve the CDBG Business Assistance Program contract with Superior California Economic Development a non-profit corporation and allow the City Manager to sign the contract.

**AGREEMENT BETWEEN CITY OF DUNSMUIR**

**AND**

**SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT**

**THIS AGREEMENT** is made between the CITY OF DUNSMUIR, a political subdivision of the State of California (hereinafter "CITY"), and SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT, a California non-profit corporation, with a principal place of business at 350 Hartnell Avenue, Suite A, Redding, CA 96002, (hereinafter "CONTRACTOR").

**WHEREAS**, CITY has applied for and received funds from the State of California Department of Housing and Community Development (Department), State Community Development Block Grant (CDBG) Program originating from the United States government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, for the Business Assistance Programs; and

**WHEREAS**, CITY has need for loan underwriting and loan application packaging for the Business Assistance Program;

**WHEREAS**, CONTRACTOR desires to provide such services to the CITY.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

**2. TERM.**

The term of the agreement shall be for the period of July 1, 2016 through June 30, 2017.

**3. PAYMENT.**

CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to CITY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF CITY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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CITY shall:

- 4.1 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.
- 4.2 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate.
- 4.3 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

**7. DESIGNATED REPRESENTATIVES.**

The City Manager, City of Dunsmuir, is the designated representative of the CITY and will administer this Agreement for the CITY. Robert Nash, Executive Officer, is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A	Services
Attachment B	Payment
Attachment C	Additional Provisions
Attachment D	General Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

Contractor

Dated: \_\_\_\_\_

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

Robert Nash  
Executive Officer

Dated: \_\_\_\_\_

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

City Manager

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ATTACHMENT A

AGREEMENT BETWEEN CITY OF DUNSMUIR  
AND  
SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT

SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1. Underwriting Businesses for Participation under the Business Assistance Program.

A.1.1.1. CONTRACTOR shall comply with all terms and conditions as outlined in City of Dunsmuir Business Loan Program Guidelines and City of Dunsmuir Program Income Agreement which is attached hereto as Attachment "F" and incorporated by this reference, and with the terms and conditions of this agreement. CITY will call upon the contracted services on an "as need" basis depending on the complexity of the proposed loan project. Once a project has been identified with the CITY the following types of services can be provided:

A.1.1.2. CONTRACTOR shall provide the following tasks as required:

A.1.1.2.a. Meet with David Edmondson, dba Salt and Savor as necessary to obtain complete loan application per Paragraph A.1.1.4 below; and

A.1.1.2.b. Underwrite Business Loan for David Edmondson, dba Salt and Savor in accordance with CITY program guidelines, state standards and HUD requirements per the conditions of Paragraph A.1.1.3 below.

A.1.1.3. Underwriting Standards - CONTRACTOR shall comply with the six U.S. Department of Housing and Urban Development (HUD) underwriting standards as required to be met by each CDBG loan which is incorporated in the CITY's most current Business Assistance Program Guidelines. Evaluation of the business is based upon the meeting of the public benefit and national objectives, the amount of private dollars leveraging CDBG funds, the financial viability, and the demonstrated need for the Program funds.

A.1.1.4. Loan Application Packaging - CONTRACTOR shall complete, copy, and assemble the current Loan Approval Checklist and the CITY'S Loan Approval Memorandum for submittal and review by the Department.

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A.1.2. Underwriting Businesses for Participation under the Microenterprise or Business Assistance Financial Assistance / Loan Program.

A.1.2.1. CONTRACTOR shall comply with all terms and conditions as outlined in City of Dunsmuir Business Loan Guidelines and Program Income Agreement which is attached hereto as Attachment "F" and incorporated by this reference, and with the terms and conditions of this agreement. CITY will call upon the contracted services on an "as need" basis depending on the complexity of the proposed loan project. Once a project has been identified with the CITY the following types of services can be provided:

A.1.2.2. CONTRACTOR shall provide the following tasks as required:

A.1.2.2.a. Meet with business owners as necessary to obtain complete loan application per Paragraph A.1.2.4 below; and

A.1.2.2.b. Underwrite Business in accordance with CITY program guidelines, state standards and HUD requirements per the conditions of Paragraph A.1.2.3 below.

A.1.2.3. Underwriting Standards - CONTRACTOR shall comply with the six U.S. Department of Housing and Urban Development (HUD) underwriting standards as required to be met by each CDBG loan which is incorporated in the CITY's most current Business Financial Assistance Program Guidelines. Evaluation of the microenterprise is based upon the meeting of the public benefit and national objectives, the amount of private dollars leveraging CDBG funds, the financial viability, and the demonstrated need for the Program funds.

A.1.2.4. Loan Application Packaging - CONTRACTOR shall complete, copy, and assemble the current Loan Approval Checklist and the CITY'S Loan Approval Memorandum for submittal and review by the Department.

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A.1.3. Loan Applicant Confidentiality

CONTRACTOR shall not disclose any of the businesses personal confidential information. Financial information supplied by the applicant, including but not limited to business operating statements, tax information, personal and business financial information, and similar data are considered to be confidential. All confidential information of businesses will only be disclosed to persons required to view the information as part of loan review and approval.

A.1.4. Performance Monitoring

CITY will monitor the performance of the CONTRACTOR against goals and performance standards as stated above. Substandard performance as determined by CITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by CONTRACTOR within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

**END OF ATTACHMENT "A"**

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ATTACHMENT B

AGREEMENT BETWEEN CITY OF DUNSMUIR  
AND  
SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT  
PAYMENT

CITY shall pay CONTRACTOR as follows:

**B.1. BASE CONTRACT FEE.** The consideration to be paid, CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. The total cost of this Agreement shall not exceed Twelve thousand seven hundred fifty and 00/100 (\$12,750.00), unless written authorization is issued by CITY.

**B.2. BUDGET FOR ACTIVITY UNDERWRITING SERVICES WITH ESTIMATED HOURS AND STAFF CHARGES.**

B.2.1. Staff Charges, Material and Travel Costs:

The following staff positions will be utilized to conduct the loan processing and underwriting services. CITY will use these rates to confirm proper monthly billing of services under this agreement.

<u>Staff Position</u>	<u>Hourly Rate</u>
Executive Officer	\$100
Fiscal Manager	\$ 90
Loan Program Manager	\$100
Loan Program Assistant/Closer	\$ 70
Special Projects Manager	\$ 90
Travel Costs	Federal Rate \$0.55 per mile

**B.3. PAYMENT.** CONTRACTOR shall submit to CITY within fifteen {15} days after the end of each calendar month an invoice of services rendered. CITY shall make payment within 30 days of receipt of CONTRACTOR's correct and approved invoice.

CONTRACTOR shall submit invoice to:

City Manager's office  
City of Dunsmuir  
5915 Dunsmuir Ave.  
Dunsmuir, CA 96025

**B.4. AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by CITY.

**END OF ATTACHMENT "B"**

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ATTACHMENT C

AGREEMENT BETWEEN CITY OF DUNSMUIR  
AND  
SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT  
ADDITIONAL PROVISIONS

C.1. EQUAL OPPORTUNITY STANDARD CONTRACT LANGUAGE.

C.1.1. The Civil Rights, HCD, and Age Discrimination Acts Assurances. During the performance of this Agreement, the CONTRACTOR assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

C.1.2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

C.1.2.1. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

C.1.2.2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C.1.2.3. The CITY will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C.1.2.4. The CITY will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the CITY or CONTRACTOR or subcontractor is in violation of regulations

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issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the CITY or CONTRACTOR or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C.1.2.5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the CITY, its successors, and assigns. Failure to fulfill these requirements shall subject the CITY, CONTRACTOR and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C.1.3. State Nondiscrimination Clause:

C.1.3.1. During the performance of this contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C.1.3.2. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

"CONTRACTOR hereby agrees to abide by the requirement of executive order 11246 and all implement regulations of the Department of Labor."

**C.2. ADDITIONAL CERTIFICATION, CLAUSES, AND PROVISIONS**

C.2.1. Lead-Based Paint. The activity performed with assistance provided under the contract are subject to lead-based paint hazard regulations contained in Title 8 and Title 17 of the CCR and 24 CFR Part 35. Any assistance provided under this contract shall be made subject to the provision for the elimination or mitigation of lead-based paint hazards under these Regulations. The CITY shall be responsible for the notifications, inspection, and clearance certifications required under these Regulations.

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C.2.2. Compliance with State and Federal Laws and Regulations.

C.2.2.1. CONTRACTOR agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to contractors or subcontractors, and the grant activity, and any other State provisions as set forth in these attachments.

C.2.2.2. CONTRACTOR agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the grant activity, and with any other Federal provisions as set forth in these attachments.

C.2.3. Anti-Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

C.2.3.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

C.2.3.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

C.2.4. Bonus or Commission Prohibition Against Payments Of. The assistance provided under this contract or subcontract shall not be used in the payment of any bonus or commission for the purpose of:

C.2.4.1. Obtaining the State's approval of the application for such assistance, or

C.2.4.2. The State's approval of the applications for additional assistance, or

C.2.4.3. Any other approval or concurrence of the State required under this contract or subcontract, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other

such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

- C.2.5. Conflict Of Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.
- C.2.6. Labor Code/Workers' Compensation. CONTRACTOR and subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and contractor and subcontractor affirms to comply with such provisions before commencing the performance of the activity(ies) of the contract. (Labor Code section 3700).
- C.2.7. National Labor Relations Board Certification. If CONTRACTOR is receiving federal funds under this contract, CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code Section 10296).
- C.2.8. Suspension or Termination for Poor Performance. In accordance with 24 CFR 85.43, the CITY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
- C.2.8.1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
  - C.2.8.2. Failure, for any reason, of CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
  - C.2.8.3. Ineffective or improper use of funds provided under this Agreement; or - Submission by CONTRACTOR to CITY reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either CITY or CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made; CITY may terminate the award in its entirety.

- C.2.9. Records. CONTRACTOR agrees to retain all books, records, accounts, documentation, and all other materials relevant to the agreement for a period of five (5) years from date of termination of the agreement, or five (5) years from the conclusion of any and all audits or litigation relevant to the agreement and any amendments, whichever is later.

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C.2.10. Audits and Inspections. CONTRACTOR agrees to permit the State and Federal government, the Bureau of State Audits, the Department of Housing and Community Development and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

**END OF ATTACHMENT "C"**

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**ATTACHMENT D**

**AGREEMENT BETWEEN CITY OF DUNSMUIR  
AND  
SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT**

**GENERAL PROVISIONS**

- D.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of CITY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1. CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
  - D.1.2. CONTRACTOR shall be responsible to CITY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to CITY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
  - D.1.3. CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
  - D.1.4. CONTRACTOR is not, and shall not be, entitled to receive from or through CITY, and CITY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of CITY.
  - D.1.5. The CONTRACTOR shall not be entitled to have CITY withhold or pay, and CITY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of CITY.
  - D.1.6. The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any CITY fringe benefit program including, but not limited to, CITY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to CITY's employees.
  - D.1.7. CITY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

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D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of CITY.

D.1.9. CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the CITY any way without the written consent of the CITY.

**D.2. LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3. CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4. TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5. INSURANCE.**

D.5.1. Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to CITY, naming the CITY and CITY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the following coverages:

D.5.1.1. Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both CITY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2. Comprehensive automobile liability insurance with minimum coverage of Three Hundred Thousand Dollars (\$300,000) per occurrence and with not less than One Hundred Thousand Dollars (\$100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.3. Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2. The limits of insurance herein shall not limit the liability of the CONTRACTOR

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hereunder.

- D.5.3. In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.
- D.5.4. The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to CITY.
- D.5.5. The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to CITY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the CITY and the CITY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.
- D.5.6. Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

City of Dunsmuir, City Manager  
Dunsmuir, CA 96025

Upon CITY's request, CONTRACTOR shall deliver certified copies of any insurance policies to CITY.

- D.5.7. CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to CITY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, CITY may but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to CITY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to CITY a renewal or new policy to take the place of the policy expiring.
- D.5.8. CITY shall have the right to request such further coverages and/or endorsements on the insurance as CITY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to CITY in its sole and absolute discretion.
- D.5.9. Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section 0.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

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**D.6. INDEMNITY.** CITY shall not be liable for, and CONTRACTOR shall defend and indemnify CONTRACTOR and its officers, agents, employees, and volunteers (collectively "CONTRACTOR Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims:"); which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants. CONTRACTOR shall have no obligation, however, to defend or indemnify CITY Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY Parties.

Likewise, CONTRACTOR shall not be liable for, and CITY shall defend and indemnify CITY and its officers, agents, employees, and volunteers (collectively "CITY Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims:"); which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CITY or its officers, employees, agents, contractors, licensees or servants. CITY shall have no obligation, however, to defend or indemnify CONTRACTOR Parties from a claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CONTRACTOR Parties.

**D.7. CONTRACTOR NOT AGENT.** Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

**D.8. ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.9. PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from CITY of its desire for removal of such person or persons.

**D.10. STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

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- D.11. POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by CITY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the CITY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the CITY Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.12. TAXES.** CONTRACTOR hereby grants to the CITY the authority to deduct from any payments to CONTRACTOR any CITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.
- D.13. TERMINATION.** CITY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event CITY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:
- D.13.1. CONTRACTOR shall deliver to CITY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.
- D.13.2. CITY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by CITY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed Twelve thousand seven hundred fifty and 00/100 dollars (\$12,750.00). Further provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the CITY shall be final. The foregoing is cumulative and does not affect any right or remedy which CITY may have in law or equity.
- D.13.3. CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the CITY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by CITY, provided that CONTRACTOR has first provided CITY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the CITY may cure the alleged breach.

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- D.14. OWNERSHIP OF INFORMATION.** All professional and technical information developed

under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of CITY, and CONTRACTOR agrees to deliver reproducible copies of such documents to CITY on completion of the services hereunder. The CITY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

- D.15. WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16. COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.17. SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18. ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which 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 such party may be entitled.
- D.19. MINOR AUDITOR REVISION.** In the event the CITY Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the CITY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.20. CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21. DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- 0.21.1. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- 0.21.2. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

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- D.22. TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the

Agreement Term shall include any extensions of such term.

- D.23. SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24. MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25. COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26. OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.27. PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.28. VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the City of Dunsmuir, State of California.
- D.29. CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30. CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by CITY and shall apply to any claim against CITY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31. TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.32. AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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- D.33. CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency

represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to CITY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.34. CONFLICT OF INTEREST.**

D.34.1. Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2. Advisement. CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the CITY designated representative and provide all information needed for resolution of the question.

D.34.3. Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2. CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision 0.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of CITY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any CITY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35. NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the CITY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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**D.36. JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37. TAXPAYER I.D. NUMBER.** The CITY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

**D.38. NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "CITY":                      City Manager  
    City of Dunsmuir Department of Planning and Building Services  
    5915 Dunsmuir Avenue  
    Dunsmuir, California 96025

If to "CONTRACTOR": Robert Nash, Executive Officer  
    Superior California Economic Development  
    350 Hartnell Ave., Suite A  
    Redding, CA 96002

**END OF ATTACHMENT "D"**

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