

**AGENDA FOR THE REGULAR MEETING
DUNSMUIR CITY COUNCIL
COUNCIL CHAMBERS
5902 DUNSMUIR AVE, DUNSMUIR, CA
DATE: 7 February 2019
CLOSED SESSION: NONE
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. FLAG SALUTE**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES**
 - A. Regular meeting of January 17, 2019
- 6. PRESENTATION:**
 - A. Mid-Year Budget Review

7. COMMITTEE REPORTS

8. ANNOUNCEMENTS AND PUBLIC COMMENT

Regular City Council meetings are posted on the City's website to keep City residents informed of City Council actions and deliberations that affect the community. Meetings are scheduled to be televised on the 1st and 3rd Thursday of each month. Meetings that take place on dates other than the 1st and 3rd Thursday will not be televised.

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

9. 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.

10. 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. Check Register 1/18/18 – 2/01/19
- B. 2nd Reading: Cannabis Zoning Ordinance
- C. 2nd Reading: Code Amendment – Brewery
- D. 2019 City Council Meeting Dates

11. PUBLIC HEARING: None

12. OLD BUSINESS

- A.

13. NEW BUSINESS

- A. Contract Services - Planner
- B. City Manager Recruitment
- C.
- D.

14. ADJOURNMENT:

Copies of this agenda were posted at City Hall, Dunsmuir City Library, Dunsmuir Park and Recreation District Office and at the Post Office on or before 5:00 PM February 4, 2018.

The City of Dunsmuir does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability or any other legally protected classes in employment or provision of services. Persons who need accommodations for a disability at a public meeting may call City Hall at (530) 235-4822 for assistance. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to accommodate participation in the meeting.

CERTIFICATION

This is the official Dunsmuir City Council Agenda, created and posted in accordance with the Dunsmuir City Council Protocols.

Julie Iskra, Deputy City Clerk

Date

**DUNSMUIR CITY COUNCIL
MINUTES
January 17, 2019**

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff present: CM Brannigan, City Attorney Kenny, Deputy City Clerk Iskra

3. FLAG SALUTE

4. APPROVAL OF AGENDA

Motion by Keisler to move item 13B to the item 11 (3) for a Public Hearing and approve the amended agenda, seconded by Deutsch.

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

NOES: None

ABSENT: None

ABSTAIN: None 5-0-0-0

5. APPROVAL OF MINUTES

A. Regular meeting of December 20, 2018

Motion by Keisler to approve the minutes of December 20, 2018, seconded by Arth.

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

NOES: None

ABSENT: None

ABSTAIN: None 5-0-0-0

6. PRESENTATION:

A. Land Vest Fuel Break Project and Letter of Support

Arne Hultgren explained and discussed the Land Vest proposed project to create fuel breaks and conservation easements to help with possible future fires. The process will be reviewed year by year for additional treatment. This proposal is supported by the local Fire Departments. He is asking for the support from the City of Dunsmuir for a grant application.

B. South Siskiyou Lions Club – Hedge Creek Falls Water Fountain Repair Project

Karen O’Quinn and Chris Larkin, representing the South Siskiyou Lions Club, presented a proposal to restore the fountain at Hedge Creek Falls by working with Lions Club members and volunteers. There will be no costs to the City.

Deutsch stated the Rotary Club helps with the lawns and vegetation at the park.

Mayor Lucchesi suggested working with the CM for a letter of support.

C. Certificates of Appreciation – Prior Mayor and Council Members

Mayor Lucchesi presented Certificates of Appreciation to former Council member Spurlock and former Mayor Deutsch. She also acknowledged former Council members Craig and Shanta (who were not in attendance) for their selfless service as Council members.

7. COMMITTEE REPORTS

Airport Committee: Deutsch reported that the committee is hopeful for approval of a \$2.5-\$3 million grant with no match from the City.

Arth commented on an article in the SF Chronicle about the future of transportation with drone powered people movers which has FAA approval.

Bryan reported that the Finance Committee met for midyear budget reviews. He acknowledged reduced income from TOT and TUT.

Mayor Lucchesi stated the protocol committee will probably meet within 1-2 weeks.

Deutsch asked for a future agenda item to discuss standing vs. ad hoc committees.

Arth noted that there is funding from the State of CA for charging stations.

Bryan reported he met with the new owners of Traveler's Hotel and they are looking at local businesses before outside businesses to fill the expected business space in the Hotel.

8. ANNOUNCEMENTS AND PUBLIC COMMENT

Carol Schrum from Magic Mt Massage asked where the forest management would start and stop. Arne Hultgren replied it will start north by the Airport and work south. Leslie Wilde stated she had attended a Finance Committee meeting that was not held in the Council Chambers as reported on the agenda. She feels standing committee meetings should be held in the Council Chambers. She also stated that she feels that the Mayor should be seated in the middle at the Council meetings.

Megan McGill, resident, has concerns about the broken fire horn in N Dunsmuir and will help find a new horn if necessary.

Mario Rubino stated he had been approached to look at a recall petition for Mr. Arth.

Michael Bush commented that the agenda is too lengthy for citizens to follow so many important agenda issues. He said the Council needs input and direction from the citizens.

9. ANNOUNCEMENTS AND REPORTS FROM COUNCIL AND STAFF:

Mayor Lucchesi said all standing committee meetings should be held in the Council Chambers. The change in location of the Finance Committee should have been noticed. CM Brannigan reported the Chinese educators are arriving on Monday but have scaled back their visit to spend more time with their host families.

A substantial water break occurred recently and the broken pipe is in City Hall to view.

It was the second break in cast iron pipe break in 3 years. PACE is reviewing the area.

Sheriff Lopey commended the outgoing Council members and welcomed the new ones.

It has been a very active time in the in the City. Captain Houtman was introduced and reported the statistics for 2018. The Sheriff's Dept is working on bringing back the DARE program and reviewing Active Shooter Training for school safety. There was a recent arrest for a commercial burglary where many of the items were recovered and other items found. Violent offenders take many places in the jail so the offender was released. The investigation is continuing. The Sheriff's Dept recovered credit cards and stolen mail. December statistics were reviewed.

Arth said the Council needs to get things going with Protocols, Code Enforcement and Planning. He feels the Finance Committee does not have a plan that matches the budget.

Bryan would like the CDBG committee to meet to start the lending plan for businesses.

CM Brannigan stated the City is looking at the USDA Rural for water funding but the website is down. He has talked to the State for an RFP for administrative, but no news yet.

Deutsch thanked the Sheriff's Department for their hard work. February 20 will be the next Neighborhood Watch meeting at the Community Building to introduce the new neighborhood organization.

Mayor Lucchesi stated we have a limited staff; the committee meetings will be at the Council Chambers; she does not care where the Mayor sits; asked if the public can comment on the protocols; referred the fire horn to the CM. The Council packets are large but as things come up, they need to be addressed. She is meeting with Monte Mendenhall with Pacific Power regarding electric lines.

10. CONSENT AGENDA

A. Check Register December 21, 2018 – January 11, 2019

B. Land Vest Fuel Break Letter of Support

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

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

NOES: None

ABSENT: None

ABSTAIN: None 5-0-0-0

11. PUBLIC HEARING:

1. Zoning Ordinance – Cannabis

CM Brannigan reported that this item is a proposal for an amendment to the Dunsmuir Municipal Code to add Cannabis. The Planning Commission had a Public Hearing last month and now the proposal goes to the Council for a Public Hearing and first reading. The Planner and City Attorney are in attendance.

Council Comment:

Arth asked how the Planning Commission voted.

Planner Dinges reported it was a 3-2 vote with one Commissioner absent and one vacancy. The two no votes preferred no changes to the organization table.

7:32 pm Public Hearing opened

Public Comment

Leslie Wilde stated she was disappointed by the changes made by the Planning Commission from the recommendation of the Task Force. Please reconsider. Carol Skalko explained that she bought her house in a residential area. Bringing in commercial use brings other elements into a neighborhood and there are other places for commercial use.

Paul Martin voted no at the Planning Commission meeting. Nothing volatile is allowed in the City and people need to be able to make cream and edible products.

7:40 pm Public Hearing closed

Council Comment:

Arth is grateful to the citizens committee, Bryce Craig and the Planning Commission for their work. Mayor Lucchesi stated that this is the first of two readings.

Motion by Arth to introduce Ordinance 560 for the first reading, waive the full reading and read by title only, seconded by Keisler.

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

Motion by Arth to approve Resolution 2019-02, seconded by Keisler.

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

2. Code Amendment - Brewery

7:49 pm Arth recused himself as he owns the property where the Brewery is planning to expand and left the Council Chambers

CM Brannigan stated this item is for consideration of an amendment to the Dunsmuir Municipal Code.

Planner Dinges stated this item was unanimously approved by the Planning Commission after a short presentation with no questions.

7:50 pm Public Hearing opened

Public Comment.

Aaron Greener, owner of Dunsmuir Brewery Works, said he talked with Arlene Dinges and began the process of approval for breweries in the C-2 zone. This will impact the treatment plant so discharge permits will be required.

7:53 pm Public Hearing closed

Council Comment: Mayor Lucchesi asked about the approval for other spirits Planner Dinges said it is an unanswered question. This is for brewing only.

Motion by Keisler to introduce Ordinance 561 for the first reading, waive the full reading and read by title only, seconded by Bryan.

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

8:00 pm Meeting was adjourned

8:08 pm Meeting reconvened

Arth returned to the meeting

3. WWTP Improvement Project PACE Engineering

Carla Thompson from ENPLAN, and works with PACE, was present to discuss the upgrades to the WWTP to convert to UV disinfection. A Mitigated Declaration was required and was published and sent to the State Clearinghouse. The review ended on January 11, 2019 and two comments were received and amendments were made.

Now the Negative Declaration needs to be adopted by the City Council.

Arth asked if there was any financial impact to the General Fund and CM Brannigan replied no.

8:13 pm Public Hearing was opened

No public comment

8:13 pm Public Hearing was closed

Motion by Keisler to approve Resolution 2019-03, seconded by Arth.

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

12. OLD BUSINESS - None

13. NEW BUSINESS

A. Sewer & Solid Waste/Prop 218 – Discussion and Possible Action

CM Brannigan explained the process with citizen and staff participation for the Rate Study Committee for wastewater and solid waste. He suggested a town hall meeting followed by the Prop 218 mailing.

There were no questions from the Council.

Public Comment: None

Council Comment:

Attorney Kenny recommended a town hall meeting to listen to the public concerns regarding possible changes prior to the Prop 218 mailing.

Arth recommended the town hall then the Prop 218. He asked if the City could insert the information into the utility bills.

CM Brannigan said the deadline for utility bill inserts is the 12th to the 15th of each month and is a cost of about \$300.

Mayor Lucchesi suggested printing flyers at City Hall and putting it on the City website. The workshop/town hall meeting should be recorded.

Bryan suggested information in the newspaper as well.

Mayor Lucchesi suggested having a meeting with owners of non-residential properties who are the large users of wastewater.

Motion by Deutsch to have a smaller meeting with the large use owners of non-residential properties, then have the town hall meeting and provide paper and electronic information of the studies and research to educate our residents, seconded by Keisler.

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

NOES: None

ABSENT: None

ABSTAIN: None 5-0-0-0

Arth recommended closing out the sewer rate study committee but continuing to work on the solid waste committee because it is not ready to go to a Prop 218 vote. He feels it should be a separate vote due to necessary negotiations with Clemens for a contract.

CM Brannigan stated we have a current contract with Clemens and a new contract may be more expensive. His concern is that is the solid waste and sewer are separated, it could mean higher rates later. It is cheaper to do them together.

Discussion among Council members about keeping the Prop 218 vote as one mailing for both sewer and solid waste or separating it into two Prop 218 mailings.

Attorney Kenny stated it may be premature to decide. The rates may not necessarily be tied to the contract. The City can charge less than the approved rate.

Motion by Bryan to combine the sewer and solid waste rate proposals for the Prop 218 vote, seconded by Keisler.

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

C. Disaster Planning Advisory Committee – Resolution and Goals

Mayor Lucchesi included a memo summarizing the discussion between Arth and the Mayor for the DPAC with a hope for a purpose and goals. This covers natural and manmade disasters including preparation training, mitigation, emergency response and recovery. She stated that this should be a Standing Committee under the Brown Act with agendas and a quorum of members as an advisory to the Council. She reviewed the proposed 2019 goals for the Disaster Planning Advisory Committee and also reviewed the proposed resolution. Planner Arlene Dinges stated the process for the Hazard Mitigation Plan is to apply for the planning grant of \$16,000 and include many of the necessary things that are included in this committee.

Sheriff Lopey suggested talking to Joseph Vela, OES for the County since many of the materials already exist including Code Red, geo mapping and the Emergency Broadcast System. The Sheriff's Department will work closely with the City.

Mayor Lucchesi felt there is a need to define all the committees as Ad Hoc or Standing and get proposals from the other committees. She would prefer to have Standing Committees comprised of five or more citizen members rather than Council members. This committee currently has Arth and the Mayor but they will back off as soon as the committee has been advertised and appointed citizen members. This will allow the public to be involved in the decision making process.

Public Comment:

Laurie Barnes Harley stated the fires impacted her personally. Those fires could have been Dunsmuir. She feels the siren in North Dunsmuir needs to be working again. She may be interested in serving on the Disaster Advisory Committee.

Paris Petrick is hosting former Paradise victims who have moved here to bring them together. The Neighborhood Watch is hosting a Pot Luck at the Community Building on February 20 at 6:00 pm. If you know someone from Paradise, please invite them.

Motion by Keisler to approve Resolution 2019-04, seconded by Arth.

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

Deutsch asked for 2019 City Council meeting dates to be included in the agenda.

14. ADJOURNMENT: Motion by Arth to adjourn the meeting at 9:08 pm, seconded by Keisler.

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

Mayor Lucchesi

ATTEST:

Julie Iskra, Deputy City Clerk

Check Register Report

02/04/2019

Date: 02/04/2019

Time: 10:39 am

City of Dunsmuir

BANK: U.S. BANK

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
U.S. BANK Checks							
51893	01/18/2019	Printed		9277	A CUT ABOVE TREE SERVICE, INC	6200 Elinore tree removal	4,400.00
51894	01/18/2019	Printed		10542	TRYECE ASHCRAFT	4th Quarter Dec. 2018	55.00
51895	01/18/2019	Printed		1910	AT&T	0519311159001 12/31/18	40.49
51896	01/18/2019	Printed		9447	AUS WEST LOCKBOX	C.H. Mats/ weekly laundry	138.60
51897	01/18/2019	Printed		2635	BASIC LABORATORY, INC.	Wastewater testing	461.60
51898	01/18/2019	Printed		2800	BAXTER AUTO PARTS, INC.	5lb shop towels, conn. blade	48.26
51899	01/18/2019	Printed		4050	BORGES & MAHONEY	Potassium Iodide	553.20
51900	01/18/2019	Printed		10360	C. PISTORIUS REFRIGERATION	ICE MACHINE CLEANING FIRE	348.38
51901	01/18/2019	Printed		10541	DYLAN CALZONI	4th Quarter Dec. 2018	61.50
51902	01/18/2019	Printed		6675	JAMES B. CARLSON	4th Quarter Dec. 2018	185.00
51903	01/18/2019	Printed		9820	CITY OF DUNSMUIR	CREDIT ACCOUNT4833B SISK	115.00
51904	01/18/2019	Printed		6630	ANTHONY CONGI	4th Quarter 2018	321.50
51905	01/18/2019	Printed		6950	CROSS PETROLEUM	Kerosene, Fire department	261.18
51906	01/18/2019	Printed		7899	JOHN A. DELGADO	4th Quarter 2018	172.00
51907	01/18/2019	Printed		10522	EXECUTONE.COM, LLC	Cloud host, Feb 1st to 28th	664.11
51908	01/18/2019	Printed		9303	FASTENAL COMPANY	CARE154544	516.38
51909	01/18/2019	Printed		5219	FERGUSON ENTERPRISES INC, 1423	2" WTR SVC MTL	547.01
51910	01/18/2019	Printed		10560	FORD & ASSOCIATES LLC	DEC. 18, 01-2019	1,600.00
51911	01/18/2019	Printed		10433	FAWN A. GOOCH	4th Quarter Dec. 2018	22.50
51912	01/18/2019	Printed		9273	RONALD L. GRIFFITH	4th Quarter 2018	74.50
51913	01/18/2019	Printed		18600	JOSEPH HATTEN	4th Quarter 2018	237.00
51914	01/18/2019	Printed		18610	A.C. HEILMAN	4th Quarter 2018	165.50
51915	01/18/2019	Printed		19590	ED HINES	4th Quarter 2018	6.50
51916	01/18/2019	Printed		19592	MARLENE HINES	4th Quarter 2018	42.00
51917	01/18/2019	Printed		19597	MARTIN HINES	4th Quarter 2018	178.50
51918	01/18/2019	Printed		19595	PATRICK J. HINES	4th Quarter 2018	61.50
51919	01/18/2019	Printed		19500	TOM HONEY	4th Quarter 2018	328.00
51920	01/18/2019	Printed		10528	HUGHES\NATHAN\	4th Quarter Dec. 2018	87.50
51921	01/18/2019	Printed		21809	NICHOLAS B. IMHOFF	4th Quarter Dec. 2018	302.00
51922	01/18/2019	Printed		24875	LILLY JONES	JAN 19	825.00
51923	01/18/2019	Printed		26425	KEN ELGIN	TRUCK 300 021485	275.43
51924	01/18/2019	Printed		25317	KENNY & NORINE	DUN. CITY GENERAL FILE#6736	7,599.16
51925	01/18/2019	Printed		28650	RON LA RUE	4th Quarter 2018	68.00
51926	01/18/2019	Printed		10561	LAWSON PRODUCTS, INC	MONKEY MAGIC	37.28
51927	01/18/2019	Printed		10174	LP DESIGNS	CERTIFICATES OF APPRECIATION	21.55
51928	01/18/2019	Printed		31212	MANFREDI'S DEPOT	INV#18,28 DEC 18	117.92
51929	01/18/2019	Printed		31605	EUGENE MEYER	4th Quarter 2018	230.50
51930	01/18/2019	Printed		31610	LOU MEYER	4th Quarter 2018	172.00
51931	01/18/2019	Printed		33151	MT SHASTA RECREATION	DEC18 SENIOR MEALS	153.00
51932	01/18/2019	Printed		9999992088	NORTH VALLEY DISTRIBUTING	S1270711.001 BAY LAMP	4.74
51933	01/18/2019	Printed		9274	WILLIAM R. O'CONNOR	4th Quarter 2018	61.50
51934	01/18/2019	Printed		10432	OFFICE DEPOT	USB 248474097002	26.88
51935	01/18/2019	Printed		39005	PACE ENGINEERING, INC.	4TH QUARTER 2018	41,124.64
51936	01/18/2019	Printed		39015	PACIFIC POWER	AIRPORT 0171	21.10
51937	01/18/2019	Printed		9468	JOSHUA S. PAULUS	4th Quarter 2018	35.50
51938	01/18/2019	Printed		9999999473	SISKIYOU CO. SHERIFF DEPT	2ND QTR 18/19 DEC	100,918.00
51939	01/18/2019	Printed		47658	SISKIYOU DAILY NEWS	01/07/19 LEGAL PUBLIC HEARING	297.00
51940	01/18/2019	Printed		47669	SISKIYOU OPPORTUNITY CENTER	14947 BLUE BAG DEC 18	511.41
51941	01/18/2019	Printed		10077	JOSHUA M. SPURLOCK	4th Quarter Dec. 2018	204.50
51942	01/18/2019	Printed		21016	BRIAN A. TAYLOR .	4th Quarter Dec. 2018	224.00
51943	01/18/2019	Printed		5050	THOMPSON, DAVE	4th Quarter 2018	334.50
51944	01/18/2019	Printed		53806	USA BLUE BOOK, INC	ELECTRODE, SAMPLING ROD	588.66
51945	01/18/2019	Printed		58075	BRIAN WITHERELL	4th Quarter 2018	6.50
51946	01/25/2019	Printed		53806	USA BLUE BOOK, INC	754626 past due 12/5/2018	288.94
51947	01/25/2019	Printed		1225	ACME COMPUTER	Monthly billing for Feb.	833.00
51948	01/25/2019	Printed		1923	AXCES INDUSTRIAL SUPPLY INC.	Float away, Degreaser	2,833.31
51949	01/25/2019	Printed		2635	BASIC LABORATORY, INC.	Drinking water monitoring	416.00
51950	01/25/2019	Printed		2800	BAXTER AUTO PARTS, INC.	Krew 400 wipers 31-215627	47.46

Check Register Report

02/04/2019

Date: 02/04/2019

Time: 10:39 am

City of Dunsmuir

BANK: U.S. BANK

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
U.S. BANK Checks							
51951	01/25/2019	Printed		5325	REBECCA CATLETT	01/22/2019	148.50
51952	01/25/2019	Printed		48731	DEPARTMENT OF TRANSPORTATION	Signals & Lighting 4th Q 2018	187.67
51953	01/25/2019	Printed		10185	ARLENE DINGES	12/3/18 to 01/16/19	825.00
51954	01/25/2019	Printed		9830	DUNSMUIR VOL. FIREMAN'S ASSOC	4th Quarter 2018 Union Dues	828.00
51955	01/25/2019	Printed		9303	FASTENAL COMPANY	2 ply embossed CARE154607	42.88
51956	01/25/2019	Printed		5219	FERGUSON ENTERPRISES INC,1423	2" WTR SVC MATL	898.24
51957	01/25/2019	Printed		31625	MEYER & SONS HEATING	Dec. 2018	189.19
51958	01/25/2019	Printed		33120	MOUNTAIN COUNTIES SUPPLY CO.	Dec. 2018	2,624.31
51959	01/25/2019	Printed		10432	OFFICE DEPOT	Board, Quad pad	68.74
51960	01/25/2019	Printed		39015	PACIFIC POWER	810960550012 Dec. to Jan 14th	1,768.19
51961	01/25/2019	Printed		10491	CHARLES W PILLON	Financial Transactions report	2,650.00
51962	01/25/2019	Printed		24163	SISKIYOU CO. CLERK	WWTP Improvement, NOD	2,404.75
51963	01/25/2019	Printed		48255	SOUSA READY MIX, LLC.	1320538 Aggregate Pine/ Shasta	421.51
51964	01/25/2019	Printed		53802	US BANK CORP PYMNT SYS	Dec. 2018 ACT#0511	853.44
51965	01/25/2019	Printed		53808	US BANK-TREASURY MANAGEMENT	Dec. 2018 ACT#2080	36.75
51966	01/25/2019	Printed		53806	USA BLUE BOOK, INC	779286 Lauryl tryptose	314.72
51967	02/01/2019	Printed		1910	AT&T	Jan 17th to Feb 17th	946.00
51968	02/01/2019	Printed		2635	BASIC LABORATORY, INC.	Wastewater testing weekly	1,104.00
51969	02/01/2019	Printed		10353	GARY BENSON	Feb. Children's park	725.00
51970	02/01/2019	Printed		9437	BLUE STAR GAS	Library tank	695.34
51971	02/01/2019	Printed		9820	CITY OF DUNSMUIR	WATER DEPOSIT	180.00
51972	02/01/2019	Printed		9820	CITY OF DUNSMUIR	WATER DEPOSIT	200.00
51973	02/01/2019	Printed		10562	COOK CONCRETE PRODUCTS, INC	Concrete & Steel lid	132.45
51974	02/01/2019	Printed		9885	DUNSMUIR TIRE	INV#14027 BACKHOE TIRE	65.00
51975	02/01/2019	Printed		9197	GCS ENVIRONMENTAL EQUIP SVCS	18801 STEET SWEEPER	712.42
51976	02/01/2019	Printed		10328	HD SUPPLY FACILITIES	Fido baggies	907.17
51977	02/01/2019	Printed		9365	MT SHASTA POLICE DEPT	13016 Live scan Scott Marcellu	74.00
51978	02/01/2019	Printed		35505	NORTHLAND COMMUNICATIONS	JAN 19, ACT#211909	124.04
51979	02/01/2019	Printed		10432	OFFICE DEPOT	POCKET FILE	107.90
51980	02/01/2019	Printed		39015	PACIFIC POWER	RIVER AVE LIFT	304.75
51981	02/01/2019	Printed		45110	MARIO J. RUBINO	JAN. 2019	50.00
51982	02/01/2019	Printed		29014	SACRAMENTO VALLEY DIVISION	4765 Membership Dues 2019	100.00
51983	02/01/2019	Printed		10543	SCP POOL CORP	CALCIUM HYPOCHLORITE	1,603.00
51984	02/01/2019	Printed		24858	SHASTA COUNTY	WWTP HMBP	416.40
51985	02/01/2019	Printed		9918	SISKIYOU MEDIA COUNCIL	BROADCASTING CITY COUNCIL MEET	1,100.00
51986	02/01/2019	Printed		57680	SONSRAY MACHINERY LLC	WW BACKHOE DOOR HANDLE REPAIR	112.27
51987	02/01/2019	Printed		9413	STATEWIDE TRAFFIC SAFETY	COLD PATCH, FIRE HYDRANT TEST	407.55
51988	02/01/2019	Printed		10503	THATCHER CO. OF CALIFORNIA	RETURN CYLINDER	2,595.87

Total Checks: 96 **Checks Total (excluding void checks): 197,197.24**

Total Payments: 96 **Bank Total (excluding void checks): 197,197.24**

Total Payments: 96 **Grand Total (excluding void checks): 197,197.24**



STAFF REPORT

RE: 2nd Reading (Consent) Zoning Ordinance - Cannabis

MEETING DATE: 2/7/19

SUBMITTED BY: Mark Brannigan, City Manager

PURPOSE OF REPORT: Information only Discussion Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is Being asked to conduct the second reading of the Cannabis Zoning Ordinance 560.

BACKGROUND/DISCUSSION:

At the January 17, 2019 City Council meeting Ordinance 560 was introduced at its first reading.

OPTIONS:

Conduct second reading of Ordinance 560 through consent, or pull the item for discussion.

FISCAL IMPACT:

None Yes Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase:

Affected fund(s): General Fund Water OM Fund Sewer OM Fund Other:

Comments:

SUGGESTED MOTIONS:

Move to authorize the second reading of the Cannabis Zoning Ordinance 560.

Attachments: Ordinance 560

ORDINANCE 560

AN ORDINANCE OF THE CITY OF DUNSMUIR CITY COUNCIL APPROVING A ZONE TEXT ADDING MUNICIPAL CODE SECTIONS 17.10.010, 17.10.0020, AND 17.10.030 TO FURTHER DEFINE CANNABIS OPERATIONS AND ALLOW CERTAIN ASPECTS AND LISENCES OF THE CANNABIS INDUSTRY AS PERMITTED USES OR USES PERMITTED WITH A CONDITIONAL USE PERMIT IN SOME OF THE ZONING DISTRICTS IN THE CITY OF DUNSMUIR

WHEREAS, in 1996, the California electorate approved Proposition 215, the Compassionate Use Act of 1996, which allows a patient, with a doctor’s recommendation, to use cannabis for medical purposes without fear of prosecution or arrest; and

WHEREAS, in 2003, the California legislature passed Senate Bill 420 (Medical Marijuana Program Act) which amended the Health and Safety Code to permit the establishment of medical cannabis dispensaries for the distribution of cannabis for medical purposes; and

WHEREAS, in 2005 the California Board of Equalization began issuing seller’s permits for sales consisting only of medical cannabis; and

WHEREAS, in 2008 the California Attorney General issued guidelines for the security and non-diversion of cannabis grown for medical use; and

WHEREAS, on October 11, 2015, the Governor signed into law Senate Bill 643, Assembly Bill 266, and Assembly Bill 243, collectively referred to as the Medical Marijuana Regulation and Safety Act further amended on June 27, 2016 as the Medical Cannabis Regulation and Safety Act, which established regulations and a state licensing system for medical cannabis cultivation, manufacturing, delivery and dispensing; and

WHEREAS, the voters of the State of California approved and passed Proposition 64 also known as the Adult Use of Marijuana Act; and

WHEREAS, Health and Safety Code Section 1136.83 provides that cities are free to adopt and enforce local ordinances that regulate the location, operation, or establishment of cannabis dispensaries and cultivation; and

WHEREAS, although the Appellate Court determined the issuance of permits was preempted by federal law, the Court did not conclude whether the sections of the ordinance establishing limitations and prohibiting certain conduct were preempted by federal law (e.g., limiting hours of operation, prohibiting a person under the age of 18 from being on premises unless that person is a qualified patient accompanied by his/her physician, parent, or guardian; prohibiting the use from permitting the consumption of alcohol on the property or in its parking are, etc.); and

WHEREAS, the City Dunsmuir has a compelling interest in ensuring that cannabis is not distributed in an illicit manner, in protecting the public health, safety, and welfare of it residents, visitors, and business owners, in preserving the peace and quiet of the neighborhoods in which these uses may operate, and in providing access to cannabis to its residents; and

WHEREAS, the proposed Ordinance has been reviewed by City Staff in accordance with the California Environmental Quality Act (CEQA) to determine if there would be any possibility that the proposed ordinance would create any significant environmental impacts, and City Staff has determined that the establishment of regulations for indoor and mixed light cannabis cultivation, dispensing, distribution, manufacturing, testing, and transportation businesses does not meet any of the thresholds that would trigger a significant environmental impact, and thus according to the “general rule exemption” (Section

15061(b)(3)) of the CEQA Guidelines, projects which have no potential for causing a significant effect on the environment are not subject to CEQA, no further environmental analysis is required for this ordinance; and

WHEREAS, Title 17 Chapter 24 authorizes the City Council to approve zoning text amendments, and

WHEREAS, the Marijuana Task Force considered the issues and the Planning Commission held a public hearing to consider the recommended amendment of Title 17, and approved a Resolution of Intent, and

WHEREAS, the project is found to be consistent with the goals and objectives of the C-2 Zone and the General Commercial land use designation of the General Plan, and

WHEREAS, the amendment was found to compatible with the adjacent and neighboring uses, and

WHEREAS, a Negative Declaration was adopted by City Council, and

WHEREAS, the City Council conducted a public hearing and considered testimony on the draft ordinance,

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

The City of Dunsmuir adopts Ordinance 560 for the Zoning Text Amendment Adding Municipal Code Sections 17.10.010, 17.20.020, and 17.10.030 as set forth below.

17.10.010 — Land use table

The land use table shall be used to determine whether a commercial cannabis business is permitted (P), not permitted (NP), or permitted with a conditional use permit (CUP). If a zoning district in Title 17 is not listed in the land use table, the use is not permitted

USE TYPE ¹	LAND USE CLASS	R-1	R-2	R-3	R-4	C-1	C-2	C-2-H	CM	LM	M
Cultivator (AO)	1 - 25 Plants	NP	NP	NP	CUP	CUP	CUP	NP	CUP	CUP	CUP
Cultivator (BO)	5,001 -10,000 sq. ft. (PCA)	NP	NP	NP	NP	CUP	CUP	NP	CUP	CUP	CUP
Cultivator (CO)	10,001 sq. ft. and larger (PCA)	NP	NP	NP	NP	CUP	CUP	NP	CIP	CUP	CUP
Cultivator (AI)	0- 5,000 sq. ft. (PCA)	NP	NP	NP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Cultivator (BI)	5, 001 – 10,000 sq. ft. (PCA)	NP	NP	NP	NP	CUP	CUP	CUP	CUP	CUP	CUP
Cultivator (CI)	10,001 -22,000 sq. ft. (PCA)	NP	NP	NP	NP	CUP	CUP	CUP	CUP	CUP	CUP
Retail Cannabis Business ²	Type 9 – Non-Storefront Type 10 - Storefront	NP	NP	NP	NP	CUP	CUP	CUP	CUP	CUP	CUP
Distribution	Type 11 State license	NP	NP	NP	CUP	P	P	P	P	P	P
Manufacturing ³	Type 6 State license	NP	NP	NP	NP	P	P	CUP	P	P	P
Manufacturing ³	Type 7 State license	NP	NP	NP	NP	NP	NP	NP	NP	NP	CUP
Manufacturing (N) ³	Type N State license	NP	NP	NP	NP	P	P	CUP	P	P	P
Manufacturing (P) ³	Type P State license	NP	NP	NP	NP	P	P	CUP	P	P	P

Testing	Type 8 State License	NP	NP	NP	CUP	P	P	P	P	P	P
Nursery	Type 4 State License	NP	NP	NP	CUP	CUP	CUP	CUP	CUP	CUP	CUP

1 Outdoor commercial grows (Cultivators AO, BO & CO) are not allowed in the Historic District Buffer Zone.

2 Any dispensary operating lawfully on May 7, 2017, is permitted where it was then located, but must comply with all other regulations and permit requirements.

17.10.020 - Definitions

For the purpose of this chapter the definitions found in Chapter 5.05 shall apply. The definitions listed here are applicable throughout this code where cannabis is referenced. All definitions are intended to comply with those in this code, state regulations, Business and Professions Code, and in the California Health and Safety Code, and as they may be amended.

17.10.030 — Development standards

Commercial cannabis businesses shall meet all of the standards for the zoning district in which they are allowed and located. They shall meet the other development requirements as referenced in that zoning district and found elsewhere in this code.

17.10.040 - Permits

All commercial cannabis businesses allowed as shown in section 17.10.10 are required to obtain a business license as required by Title 5 — business license and a regulatory license as required by Chapter 8.06 — commercial cannabis licenses and standards.

IT IS HEREBY CERTIFIED that the foregoing Ordinance ____ was duly presented and read this ____ day of January 17, 2019 and again at a second reading on the ____ day of February 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

ATTEST:

City Clerk

Mayor



STAFF REPORT	
RE: 2 nd Reading (Consent) Ordinance 561 - Brewery	MEETING DATE: 2/7/19
SUBMITTED BY: Mark Brannigan, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is Being asked to conduct the second reading of Ordinance 561 amending Municipal Code Section 17.04.050 and 14.12.070 defining and allowing certain brewery types and used in the Central Commercial zone with a conditional use permit.

BACKGROUND/DISCUSSION:

At the January 17, 2019 City Council meeting Ordinance 561 was introduced at its first reading.

OPTIONS:

Conduct second reading of Ordinance 561 through consent, or pull the item for discussion.

FISCAL IMPACT:

None Yes Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase:

Affected fund(s): General Fund Water OM Fund Sewer OM Fund Other:

Comments:

SUGGESTED MOTIONS:

Move to authorize the second reading of the Cannabis Zoning Ordinance 560.

Attachments: Ordinance 561

ORDINANCE NO. 561

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR APPROVING AND ADOPTING AN AMENDMENT TO SECTIONS 17.04.050 AND 17.12.070 OF THE DUNSMUIR MUNICIPAL CODE TO DEFINE BREWERIES AND ALLOW NANOBREWERIES, MICROBREWERIES AND BREWPUBS IN THE C-2 CENTRAL COMMERCIAL ZONE WITH A CONDITIONAL USE PERMIT

WHEREAS Title 17 Chapter 24 authorizes the City Council to adopt zoning text amendments, and

WHEREAS the Planning Commission held a public hearing to consider an amendment of the Section 17.12.070 C-2 Central Commercial to allow nanobreweries, microbreweries and brewpubs as allowed uses with a conditional use permit and adopted a resolution of intent to approve the amendment, and

WHEREAS they also considered at the public hearing the definitions for breweries and brewpubs to be added to Section 17.04.050 to differentiate between various sizes of brewery operations, and

WHEREAS the City Council held a public hearing to consider the amendment, and

WHEREAS the Zoning Text Amendment was found to be consistent with the goals and objectives of the Central Commercial (C-2) Zone and the General Commercial Land Use Designation of the General Plan, and

WHEREAS this amendment was found to be compatible with the adjacent and neighboring uses if a conditional use permit is obtained, and

WHEREAS a Negative Declaration was adopted for the project

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS: The Dunsmuir City Council adopts this ordinance THE AMENDMENT TO Dunsmuir Municipal Code Sections 17.04.050 and 17.12.070 as set forth below.

(Amended text shown in **bold font and underlined**)

17.04.050 - Definitions.

A. Terms. The present tense shall include the future, the singular number shall include the plural and the plural the singular.

B. Definitions. For the purpose of this title, certain terms used herein are defined as follows:

"Alleys" means any dedicated public thoroughfare, other than a street, which affords only a secondary means of access to abutting property at the rear or sides thereof.

Automobile Court. See "motel."

"Block" means that property abutting on one side of a street and lying between the two nearest intersecting or intercepting streets, or nearest intersecting streets and railroad right-of-way or unsubdivided acreage.

"Boardinghouse" means a dwelling, other than a hotel, where lodging or lodging and meals for three or more persons is provided for compensation.

"Brewery or brewing company" means a facility that makes beer or other liquid that must be produced via the brew process, including milling, malting, mashing, lautering, boiling, fermenting, conditioning, filtering and filling. It may also include bottling. Size of operation can range, and is typically divided into nanobrewing, (producing no more than 3 barrels in one batch and no more than 2,000 barrels of beer annually), microbrewing

(from 3 to 14,999 barrels of beer annually), regional brewing (between 15,000 and 59,999 barrels of beer annually) and large brewing operations (60,000 or more barrels of beer annually). A beer barrel is measured at 31 gallons.

“Brewpub” means a restaurant where a brewery sells more than 25 percent of its beer onsite directly to the public. The beer is brewed primarily for sale in the restaurant and bar. The beer may also be dispensed directly from the brewery storage tanks, and may, with the proper liquor license, sell beer “to go” in bottles, growlers or other packaging, including refilling, and/or to distribute off-site.

"Building" means any structure having a roof supported by columns or by walls and designed for the shelter or housing of any person, animal or chattel.

Building, Accessory. "Accessory building" means a detached subordinate building, the use of which is incidental to that of the main building on the same lot and/or building site.

"Building height" means the vertical distance from the average base elevation to the highest point on the structure, excluding chimneys, antennae, and similar nonstructural elements. Average base elevation is determined by taking the elevation of the lowest point at the ground, and the elevation of the highest point at the ground, and finding the average. This definition is not intended to preclude applicable usage of the definition in the California Building Code.

Building, Main. "Main building" means a building in which is conducted the principal use of the lot and/or building site on which it is situated.

Building, Residential. "Residential building" means a building designed or used exclusively for dwelling purposes.

"Building site" means a lot or parcel of land, in single or joint ownership, and occupied or to be occupied by a building, together with such open spaces as are required by the terms of this title and having its principal frontage on a public street, road or highway.

"Business block" means frontage in any C-1, C-2 or M district on one side of a street between the two nearest intersecting streets, or between an intersecting street and railroad right-of-way or unsubdivided acreage, fifty (50) percent of which is in use for business or industrial purposes.

Business, Wholesale. "Wholesale business" means the selling of commodities in large quantities, as to retailers or jobbers rather than to consumers directly, but not including the storing and/or selling of lumber or other similar building materials or the open storage and/or sale of any material or commodity and not including the processing or manufacture of any product or substance.

"Civic center" means any area developed or to be developed with any of the following public buildings or uses including offices, libraries, playgrounds, parks, assembly halls, police stations, fire stations.

"Combining B district" means any R district with which the B-1, B-2, B-3 is combined to require different setbacks, yards and building site area, as designated in Section 17.12.120 of this title.

"Combined parking district" means any district in which the general district regulations are combined with -P for the purpose of adding additional special regulations, i.e., C-2 combined with -P, (C-2-P) adds the additional requirements of off-street parking, as designated in Section 17.12.110 of this title.

"Density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the General Plan.

"District" means a portion of the city within which certain uses of lands, buildings and/or structures are permitted or prohibited and within which certain yards and other open spaces are required and certain height limits are established for the same, all as set forth and specified in this title.

"Drugstore" means a retail store engaged in the sale of prescription drugs and patent medicine, carrying related items such as cosmetics and toiletries and such unrelated items as tobacco and novelty merchandise. Such use may also include a soda fountain and lunch counter.

"Dwelling groups" means a group of two or more one-family, two-family or multiple dwellings occupying parcel of land, in one ownership and having a yard court in common, but not including automobile courts.

Dwelling, Multiple. "Multiple dwelling" means a building or portion thereof used or designed as a residence for three or more families living independently of each other, and doing their own cooking in said building, including apartment houses, apartment hotels and flats, but not including automobile courts or boardinghouses.

Dwelling, Single-Family. "Single-family dwelling" means a detached building designed for and/or occupied exclusively by one family.

Dwelling, Two-family or Duplex. "Two-family dwelling or duplex" means a building containing not more than two kitchens, designed and/or used to house not more than two families, living independently of each other, including all necessary employees of each such family.

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or households may be denied emergency shelter because of an inability to pay.

"Employee housing - large" means housing for employees consisting of no more than thirty-six (36) beds in a group quarters or twelve (12) units or spaces designed for use by a single family or household.

"Employee housing - small" means housing for employees consisting of six or fewer persons in a single family dwelling.

"Family" means one or more persons occupying the premises and living as a single housekeeping unit, as distinguished from a group occupying a hotel, club, fraternity or sorority house. A family may include the clients of group homes.

"Frontage" means the total distance a property abuts a street.

"Garage or carport" means an accessible, covered space usable for storage of automobiles; such garage space to be a minimum of ten (10) feet by twenty (20) feet and to meet the requirements of this title for an accessory building, or if attached to the main building, to meet all the requirements applicable to the main building.

"Group care home - large" means a privately operated residential home or facility of any capacity that provides services in a group setting to more than six persons who are in need of twenty-four (24) hour-a-day care and/or supervision.

"Group care home - small" means a privately operated residential home or facility of any capacity that provides services in a group setting to six or less persons who are in need of twenty-four (24) hour-a-day care and/or supervision.

"Guesthouse" means an accessory building for use by guests of the occupants of the premises, and containing living quarters without a kitchen, bathtub or stall shower.

"Home occupation" means an occupation carried on by the occupant of a dwelling, for compensation, as a secondary use in connection with which there is no display, no advertising signs, no stock in trade, nor commodity sold upon the premises, no persons employed, no mechanical equipment used, except such as is necessary for housekeeping purposes; and, the activity is one which is customarily incidental to and not inconsistent with the use of the premises as a dwelling.

"Hotel" means any building or portion thereof (other than motels) containing six or more guest rooms and used, designed or intended to be used or occupied by six or more individuals for compensation.

"Junkyard" means the use of any lot or portion thereof for the storage of junk, including scrap metals, salvage, other scrap materials or for the dismantling or "wrecking" of automobiles or other vehicles, or machinery whether for sale or storage.

"Loading space" means an accessible space, a minimum of ten (10) feet by thirty (30) feet, adjacent to a street or alley, and used for loading or unloading goods.

Lot. See "building site."

"Motel" means a building or group of buildings containing guest rooms or apartments designed and used primarily for the accommodation of transient automobile travelers.

"Nonconforming use" means a use that does not conform to the regulations for the district in which it is situated.

"Parking space" means an accessible and usable paved space on the building site at least eight feet by twenty (20) feet located off the street with access for the parking of automobiles.

"Pharmacy" means a retail store engaged in the sale of prescription drugs, patent medicine and surgical supplies, carrying related items such as cosmetics and toiletries and such unrelated items as novelty merchandise. A pharmacy shall be subject to the condition that only pharmaceutical products may be displayed to view from outside the premises. A soda fountain, lunch counter and sale of household appliances, hardware and tobacco products will not be allowed.

"Professional office" means an office of any one of the following: accountant, architect, attorney, chiropractor, professional engineer, drafting office, collection agency, dentist, insurance office, social worker, doctor, private detective, real estate or similar uses; but not the following uses: advertising agency, barbershop, contractor, pest control, drugstore, pharmacy, veterinary or beauty parlor.

"Rest home" means a building where two or more infirm or aged persons are housed for compensation. Roominghouse. See "boardinghouse."

"School" means a public or private school, teaching subjects required by the Education Code of the state of California.

"Second dwelling unit" means a second permanent dwelling that is accessory to a primary dwelling on the same site. A secondary unit provides permanent facilities for living, sleeping, eating, cooking, and sanitation.

"Service station" means a filling station retailing motor fuel and oil to motor vehicles; including grease racks, battery and ignition service, and other accessory sales and services for vehicles; but excluding recapping, steam cleaning, painting, body work, and engine overhaul.

Side and Front of Corner Lots. For the purpose of this title the narrower frontage of a corner lot facing the street is the front, and the longer frontage facing the intersecting street is the side, irrespective of the direction in which any building thereon faces.

"Sign" means and includes sign, billboard, wall sign, pole sign or other structures or devices erected for the purpose of advertising or attracting the attention of the general public.

"Single-room occupancy residential unit" means a compact dwelling unit with limited cooking and living facilities that is the primary residence of its occupant(s) and is within a multiple-unit structure.

"Street" means a public thoroughfare accepted by the city which affords principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road, except in "alley" as defined in this section.

"Street line" means the dividing line between a street and the abutting property.

"Structure" means anything constructed or erected, the use of which requires location on, under, or above the ground or attachment thereto.

"Structural alterations" means any change in the supporting members of a building, or structure, such as bearing walls, columns, beams or girders.

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target populations as defined by Section 53260(d) of the California Health and Safety Code, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

"Temporary building" means a building or structure which is constructed or located on a site and remains on said site for a limited time as specified in Section 17.16.020(D).

"Trailer court" means land or premises used or intended to be used, let or rented for occupancy by trailers or mobile dwellings, rooms or sleeping quarters of any kind.

"Transitional housing" means a building configured as rental housing development, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

"Use" means the purpose for which land, premises or a building thereon, is designed, arranged, intended or for which it is or may be occupied or maintained.

Use, Accessory. "Accessory use" means a use incidental to the principal use of a lot or a building located on the same lot.

"Yard" means an open space, other than a court, on the same lot with a building, which open space is unoccupied and unobstructed, except as otherwise permitted in Section 17.16.060.

Yard, Front. "Front yard" means a yard extending across the full width of the front portion of the lot and measured from the front line of the lot to the nearest line of the building wall provided that if any building line or official plan line has been established for the street upon which the lot faces, then all such measurement shall be taken from such building line or official plan line to the nearest line of the building.

Yard, Rear. "Rear yard" means a yard extending across the full width of the rear portion of the lot and measured between the rear line of the lot and the nearest line of the main building wall.

Yard, Side. "Side yard" means a yard between the sideline of the lot and the nearest wall of the building and extending from the front yard of the lot to the rear yard.

(Prior code App. A §§ 10.00, 11.20; Ord. 524 § 3 (part), 2007; Ord. No. [546](#), § 1(Att. A), 6-18-2015; Ord. No. [549](#), § 1, 7-30-2015)

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	
The following stores and services, but not limited to: apparel, appliance, bakery, bank, beauty, billiards, blueprinter, book, bowling alley, caterer, clinic, confectionery, creamery, department, drug, florist, food, food locker, furniture, gift, hardware, hospital, hotel, jewelry, liquor, millinery, mortuary, motel, new auto sales and service, news stands, nursery, office building, parking lot, pet, print shop, radio and television, rest home, restaurant, shoe, sign, tailor, taxi stand, upholstery, variety	No	70	1,600	1,600	20	20	100%

Accessory building or structures, if constructed concurrently with or subsequent to the main building or use	No	15	—	—	—	—	—
Living quarters included in any commercial building or use	No	70	1,600	1,600	20	20	100%
Animal hospital, amusement or recreational enterprises, auto laundry, nanobrewery, microbrewery, brew pub, billiards, book, bowling alley, cleaning and dyeing establishment, clinic, cocktail lounges, creamery, cycle shop, drive-in establishments, when of a type permitted in the C-2 district, feed and farm implements, food locker, hospital, hotel, laundry, laundrettes, liquor, mortuary, motel, new auto sales and service, news stands, outdoor sales establishments, parking lot, pet, print shop, public garages, rest home, restaurant, secondhand sales, sign, tattoo parlor, taxi stand, theater, upholstery, used car sales, variety and other uses of similar nature	Yes	70	1,600	1,600	20	20	100%
Service stations	Yes	35	As specified in the C-1 district, Section 17.12.060				
Churches, schools, parks, playgrounds, and public buildings	Yes	As specified in the R district, Sections 17.12.020, 17.12.030, 17.12.040					
Residential uses, second floor and above only	No	As specified in the R district, Sections 17.12.020, 17.12.030, 17.12.040					
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 ¹	No	35	6,500	5,500	65	55	75%
Signs pertaining to any permitted use and including outdoor advertising structures	Yes	See Section 17.16.020(F)					

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 The planning commission may prescribe the amount of parking for uses not listed herein
		Corner Lot	Interior Lot	Corner Lot	Interior Lot		
<p>The following stores and services, but not limited to: apparel, appliance, bakery, bank, beauty, billiards, blueprinter, book, bowling alley, Nanobrewery, microbrewery, brewpub caterer, clinic, confectionery, creamery, department, drug, florist, food, food locker, furniture, gift, hardware, hospital, hotel, jewelry, liquor, millinery, mortuary, motel, new auto sales and service, news stands, nursery, office building, parking lot, pet, print, radio and television, rest home restaurant, shoe, sign, tailor, taxi stand, upholstery, variety</p>	No requirement, except where the front yard is partially in an R district, in which case the front yard shall be at least one-half the yard required in said R district	No requirement, except that where there is reversed frontage, the side yard shall be fifty percent of the yard required or existing on the abutting key lot, whichever is less	No requirement, except where the side yard is adjacent to a lot in an R district, in which case the side yard shall be 5 feet	10	10	—	None
Accessory building or structures, if constructed concurrently with or subsequent to the main building or use				10	10	—	—

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 The planning commission may prescribe the amount of parking for uses not listed herein
		Corner Lot	Interior Lot	Corner Lot	Interior Lot		
Living quarters included in any commercial building or use	No requirement, except where the front yard is partially in an R district, in which case the front yard shall be at least one-half the yard required in said R district	No requirement, except that where there is reversed frontage, the side yard shall be fifty percent of the yard required or existing on the abutting key lot, whichever is less	No requirement, except where the side yard is adjacent to a lot in an R district, in which case the side yard shall be 5 feet	10	10	500	One parking space per dwelling unit
Animal hospital, amusement or recreational enterprises, auto laundry, cycle shop, cleaning and dyeing establishment, cocktail lounges, creamery, drive-in establishments, when of a type permitted in the C-2 districts, feed and farm implements, laundry, laundrettes, theater, outdoor sales establishments, public garages, secondhand sales, used car sales, and other uses of similar nature				10	10	—	None
Service stations	As specified in the C-1 district, Section 17.12.060						
Churches, schools, parks, playgrounds, public buildings	As specified in the R districts, Sections 17.12.020, 17.12.030, 17.12.040						
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 dwelling

Supportive housing	20	10	5	20	20	5,500	One garage or carport per dwelling
Transitional housing	20	10	5	20	20	5,500	One garage or carport per dwelling
Group care homes - small	20	10	5	20	20	5,500	One garage or carport per dwelling
Emergency shelter ¹	20	10	5	10	20	-	See 17.12.120
Signs pertaining to any permitted use and including outdoor advertising structures	See Section 17.16.020(F)						

See Section 17.12.120 .

(Prior code App. A § 4.06; Ord. No. [546](#), § 1(Att. A), 6-18-2015; Ord. No. [549](#), § 1, 7-30-2015)

IT IS HEREBY CERTIFIED that the foregoing ORDINANCE _____ was duly had its first reading this ___ day of January, 2019, and a subsequent second reading on the ___ day of February, 2019 and was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

ATTEST:

City Clerk

Mayor

2019 REGULAR CITY OF DUNSMUIR CITY COUNCIL MEETINGS

DATE	DAY	TIME
January 3, 2019	Thursday	6:00 pm
January 17, 2019	Thursday	6:00 pm
February 7, 2019	Thursday	6:00 pm
February 21, 2019	Thursday	6:00 pm
March 7, 2019	Thursday	6:00 pm
March 21, 2019	Thursday	6:00 pm
April 4, 2019	Thursday	6:00 pm
April 18, 2019	Thursday	6:00 pm
May 2, 2019	Thursday	6:00 pm
May 16, 2019	Thursday	6:00 pm
June 6, 2019	Thursday	6:00 pm
June 20, 2019	Thursday	6:00 pm
July 4, 2019	Thursday	6:00 pm
July 18, 2019	Thursday	6:00 pm
August 1, 2019	Thursday	6:00 pm
August 15, 2019	Thursday	6:00 pm
September 5, 2019	Thursday	6:00 pm
September 19, 2019	Thursday	6:00 pm
October 3, 2019	Thursday	6:00 pm
October 17, 2019	Thursday	6:00 pm
November 7, 2019	Thursday	6:00 pm
November 21, 2019	Thursday	6:00 pm
December 5, 2019	Thursday	6:00 pm
December 19, 2019	Thursday	6:00 pm



STAFF REPORT	
RE: Contract Services - Planner	MEETING DATE: 2/4/19
SUBMITTED BY: Mark Brannigan, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to authorize the City Manager to enter into a two year service contract with Arlene Dinges to provide Planning and Local Hazard Mitigation Plan Services.

BACKGROUND/DISCUSSION:

Arlene began working on researching the requirements needed to apply for grant funds to develop a Local Hazard Mitigation Plan (LHMP) after attending a regional meeting where the County OES is working on this report for a number of local jurisdictions in Siskiyou County. Since the City of Dunsmuir was not listed as one of the agencies OES was working with they encouraged the city apply for grant funds. Arlene has completed the application for these grant funds and we are currently waiting for a funding letter from FEMA.

The attached service contract is dated from July 1, 2018 to ensure that time spent by Arlene researching and applying for this grant is reimbursed. The contract is a two year contract set to expire on June 30, 2020 to ensure that Arlene's time working on the LHMP is funded.

OPTIONS:

Authorize the signing of the contract, or provide direction.

FISCAL IMPACT:

None Yes Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase:

Affected fund(s): General Fund Water OM Fund Sewer OM Fund Other:

Comments: A budget amendment will be needed later when funding from FEMA is known.

SUGGESTED MOTIONS:

Move to authorize the City Manager to enter into a two year service contract for Planning and LHMP Services with Arlene Dinges.

Attachments: Planning Services Contract

AGREEMENT FOR CONTRACT SERVICES

*with
Arlene Dinges*

*regarding
City Planner*

THIS AGREEMENT ("Agreement") made and entered into this 7th day of February, 2019 and retroactive to the 1st day of July 2018, and in effect until June 30, 2020, is between the City of Dunsmuir, a general law city in the State of California (hereinafter referred to as "City") and Arlene Dinges, duly qualified to conduct business in California, whose principal place of business is 5717 Condor Road, Weed, CA 96094 (hereinafter referred to as "Consultant").

WITNESSETH

WHEREAS, City has determined that it is necessary to obtain a Consultant to provide Planning Services; and;

WHEREAS, Consultant has represented to City that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and City has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws; and

WHEREAS, City has determined that the provisions of such services provided by Consultant are in the public's best interest and are more economically and feasibly performed by outside independent consultants.

NOW, THEREFORE, City and Consultant mutually agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

SCOPE OF SERVICES.

(a) Services to be Furnished. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in **Exhibit A** (Scope of Work). Consultant warrants that it possesses the experience, background, and expertise necessary to perform the services described in Exhibit A, attached hereto and incorporated herein by reference. No verbal agreement or conversation with any officer, agent or employee of City, either before, during or after the execution of this Agreement shall affect or modify any of the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement.

(b) Schedule for Performance. Consultant shall perform the services identified in Exhibit A in accordance with the schedule described in **Exhibit B**, attached hereto and incorporated herein by reference, and as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

(c) Standard of Quality. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

(d) Compliance With Laws. Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. Consultant represents and warrants to City that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. Consultant shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by City. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

2. COMPENSATION.

(a) Schedule of Payment. The compensation to be paid by City to Consultant for the services rendered hereunder shall be on a time and materials basis based upon the rate schedule or (not to exceed amount) in **Exhibit C**, attached hereto and hereby incorporated by reference.

(b) Total Price Ceiling. The Total Price Ceiling shall be (\$15,000). Total compensation, including both fees and expenses, for services rendered by Consultant to City shall not exceed the Total Price Ceiling.

(c) Additional Services. City shall make no payment to Consultant for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7. Consultant shall not commence any work exceeding the Scope of Services in Exhibit A without prior written authorization from City.

(d) Invoicing and Payment. Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices must be submitted in duplicate and must indicate the hours actually worked by describing the task(s) performed, the employee(s) performing the task(s), and the hours (or fractions of hours in quarters of an hour) spent on the task(s). The invoice shall also show all other directly related costs by line item in accordance with **Exhibit C**. City shall approve or disapprove the invoice within fifteen (15) calendar days following receipt thereof and shall pay all approved invoices and billings within thirty (30) calendar days. City reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 12, of all such disputed specific items within fifteen (15) business days following receipt of an invoice. The parties shall exercise good faith and diligence in the resolution of any disputed invoice amounts.

3. **FISCAL CONSIDERATIONS.** The parties understand and acknowledge that the City is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of City business, City will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, City shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget that does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and City released from any further liability hereunder.

In addition to the above, should the City Council during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any City department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the City, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

4. **PRODUCT REVIEW AND COMMENT.** Consultant shall provide City with one (1) copy of each product described in Exhibits A and C. Upon the completion of each product, Consultant shall be available to meet with City. If additional review and/or revision is required by City, City shall conduct reviews in a timely manner.

5. **TERM OF AGREEMENT.** This Agreement shall be effective immediately and shall remain in effect until completed, amended pursuant to Section 7, or terminated pursuant to Section 6.

6. **TERMINATION.**

(a) **DEFAULT.** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party

that gave notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify in writing the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

(b) **BANKRUPTCY.** This Agreement, at the option of the City, shall be terminable in the case of Consultant's bankruptcy, whether voluntary or involuntary, or insolvency.

(c) **CEASING PERFORMANCE.** City may terminate this Agreement in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

(d) **TERMINATION WITHOUT CAUSE.** City shall have the right to terminate this Agreement for any reason, at any time, by serving upon Consultant thirty (30) calendar days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 12.

(e) If City issues a notice of termination:

(i) Consultant shall immediately cease rendering services pursuant to this Agreement;

(ii) Consultant shall deliver to City copies of all writings, whether or not completed, which were prepared by Consultant, its employees, or its subcontractors, if any, pursuant to this Agreement and for which Consultant has been paid in accordance with Section 2. The term "writings" shall include, but not be limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof. City reserves the right to take over and complete the work by contract or other means;

(iii) City shall pay Consultant for work actually performed up to the effective date of the notice of termination, subject to the limitations prescribed by Section 3 of this Agreement, less any compensation to City for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Exhibit C. However, if this Agreement is terminated because the work of Consultant does not meet the terms or standards specified in this Agreement, then City shall be obligated to compensate Consultant only for that portion of Consultant's services that are of benefit to City.

7. **AMENDMENTS.** This Agreement may be amended by mutual consent of the parties. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties.

8. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of City without the prior written consent of City.

9. **INSPECTION.** City representatives shall, with reasonable notice, have access to the work and work records of Consultant, including time records, for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

10. **INDEPENDENT CONTRACTOR.** In the performance of the services in this Agreement, Consultant is an independent contractor and is not an agent or employee of City. Consultant, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit City to any decision or course of action, and shall not represent to any person or business that they have such power. Consultant has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of said service hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

11. **NOTICE.** Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

- (a) by personal delivery, effective upon receipt by the addressee;
- (b) by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- (c) by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.
- (d) Notices to City shall be in duplicate.

CITY: CITY OF DUNSMUIR
5915 Dunsmuir Avenue
Dunsmuir, CA. 96025
Attn: Mark Brannigan
Phone: (530) 235-4822
Fax: (530) 235-4824

CONSULTANT: Arlene Dinges
5717 Condor Road
Weed, CA 96094
Phone: (707) 338-4832
E-Mail: arlenedinges@gmail.com

Either party may change its address for notices by complying with the notice procedures in this Section.

12. **OWNERSHIP OF MATERIALS.** City is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of City, Consultant shall deliver to City all writings, records, and information created or maintained pursuant to this Agreement and for which Consultant has been paid in accordance with this Agreement. The term “writings” in this Section has the same definition as provided in Section 6(e)(ii).

13. **ASSIGNMENT; SUBCONTRACTING; EMPLOYEES.**

(a) Assignment. Consultant shall not assign, delegate, or transfer its duties, responsibilities, or interests in this Agreement without the prior express written consent of City. Any assignment without such approval shall be void and, at City's option, shall terminate this Agreement and any license or privilege granted herein.

(b) Subcontracting. Consultant shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of City. If City consents to Consultant's hiring of subcontractors, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

14. **BINDING AGREEMENT.** This Agreement shall bind the successors of City and Consultant in the same manner as if they were expressly named herein.

15. **WAIVER.**

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

16. **NONDISCRIMINATION.**

(a) Consultant shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability.

(b) Consultant shall comply with all federal and state anti-discrimination and civil rights laws.

(c) Consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices that Consultant shall provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth in subsection 17(a).

17. INDEMNITY.

(a) To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the City Attorney), indemnify, and hold harmless City and its officers, agents, departments, officials, representatives, and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its sub consultants), expense, and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any sub consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

(b) To the extent there is an obligation to indemnify under this Section 18, Consultant shall be responsible for incidental and consequential damages resulting from Consultant's negligence, recklessness, or willful misconduct.

(c) Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every sub consultant or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or Section.

18. INSURANCE.

(a) Required Coverage. Consultant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage. This coverage shall insure not only Consultant, but also, with the exception of workers' compensation and employer's liability insurance, shall name as additional insureds City, its officers, agents, employees, and volunteers, and each of them, but only insofar as the operations under this Agreement are concerned:

<u>Policy</u>	<u>Minimum Limits of Coverage</u>
(i) Workers' Compensation and Employer's Liability	Sole Proprietor
(ii) Comprehensive Automobile Insurance Services Office, form #CA 0001 (Ed 1/87 covering auto liability code 1 (any auto))	Bodily Injury/Property Damage \$1,000,000 each accident.
(iii) General Liability Insurance Services Office Commercial General Liability coverage on an occurrence basis (occurrence form CG 0001)	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Project or location, the general aggregate limit shall be twice the required occurrence limit.
(iv) Errors and Omissions/ Professional's Liability, errors and omissions liability insurance appropriate to the Consultant's profession.	N/A

If Consultant maintains higher limits than the minimum shown above, City shall be entitled to coverage for the higher limits maintained by Consultant.

(b) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect City, or Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(c) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to this Project, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it;

(ii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers;

(iii) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(iv) Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after giving City 30 days' prior written notice by certified mail, return receipt requested.

(d) Acceptability of Insurers. Consultant shall place insurance with insurers that have a current A.M. Best's rating of no less than A:VII unless Consultant requests and obtains City's express written consent to the contrary.

(e) Verification of Coverage. Consultant must provide complete, certified copies of all required insurance policies, including original endorsements affecting the coverage required by these specifications to the City Attorney. The certificate of insurance must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to City. The endorsements are to be signed by a person authorized by Consultant's insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. However, failure to do so shall not operate as a waiver of those insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(f) Continual Coverage. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time(s) during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the City Attorney, and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as provided herein, City may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(g) Additional Provisions.

(i) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

(ii) Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

(iii) The insurance companies shall have no recourse against the City, its officers or employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

(iv) In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

(v) The certificate of insurance shall meet such additional standards as may be determined by the contracting City department either independently or in consultation with the City Attorney, as essential for protection of the City.

19. WORKERS' COMPENSATION.

(a) Covenant to Provide. Consultant warrants that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Consultant further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its elected or appointed officials, agents, and employees for losses paid under Consultant's workers' compensation insurance policy that arise from the work performed by Consultant for City.

20. FINANCIAL RECORDS. Consultant shall retain all financial records, including but not limited to documents, reports, books, and accounting records which pertain to any work or transaction performed pursuant to this Agreement for three (3) years after the expiration of this Agreement. City or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

21. TAXPAYER IDENTIFICATION/ FORM W-9. Consultant shall provide to City a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification."

22. CALIFORNIA RESIDENCY (FORM 590). Consultant shall file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Consultant shall be required to submit a Form 590 prior to execution of this Agreement, or City shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement exceeding One Thousand Five Hundred Dollars (\$1,500.00).

23. CONFLICT OF INTEREST. Both parties have read and are aware of the provisions of Government Code Section 1090 *et seq.* and Section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any City employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with City's interest. During the term of this Agreement, Consultant shall not accept any employment or engage in any consulting work that creates a conflict of interest with City or in any way compromises the services to be performed under this Agreement. Consultant shall immediately notify City of any and all violations of this Section upon becoming aware of such violation. City represents that it is unaware of any financial or economic interest of any public officer or employee of consultant relating to this Agreement. If such a financial interest does

exist at the inception of this Agreement, either party may immediately terminate this Agreement by giving written notice to the other.

24. **TIME OF THE ESSENCE.** CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in Exhibit A.

25. **SEVERABILITY.** If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

26. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Siskiyou County. Any dispute resolution action arising out of this Agreement, including mediation or arbitration, shall be brought in the City of Dunsmuir and shall be resolved in accordance with the laws of the State of California.

27. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the Siskiyou County Superior Court Mediation Program before resorting to arbitration or some other mutually agreed dispute resolution procedure. If they do not reach such solution within a period of 60 days from appointment of a mediator, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by binding arbitration administered by an arbitrator jointly selected by the parties or if no such agreement is reached then according to the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Binding mediation shall be the sole remedy of last resort and is deemed by the parties to be a material part of this agreement.

28. **VENUE** For all proceedings initiated to resolve disputes between the parties it is agreed that venue for all purposes shall lie in exclusively in Siskiyou California.

29. **COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

30. **AUTHORITY.** The 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 have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

31. **FORCE MAJEURE.** Except as otherwise provided in this Agreement, if the performance of any act required by this Agreement by either City or Consultant is prevented or delayed by

reason of any act of God, strike, act of terrorism, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

32. ADMINISTRATOR. The City officer or employee with responsibility for administering this Agreement is the City Manager, or his successor.

33. INTEGRATION. This Agreement and the documents referred to herein or exhibits hereto represent the entire understanding of City and Consultant as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 7.

Executed by City and Consultant on the date shown next to their respective signatures. The effective date of this Agreement shall be the date of execution by City as shown below.

CONSULTANT

By: _____
_____, Title
XXX Corp.

Date: _____

By: _____
_____, Title
XXX Corp.

Date: _____

CITY OF DUNSMUIR

By: _____
_____, Title
City of Dunsmuir

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The scope of services shown below is intended to provide planning services normally performed by a planning department, as described more fully below.

Services:

1. Customer service and addressing questions at the public counter or via phone or e-mail.
2. Processing of applications submitted for approval.
3. Coordination with City Manager, Admirative Assistant, Building Inspector and other city departments as necessary.
4. Review of plans and documents provided by others, including CEQA documents, as necessary.
5. Updating or preparation of or revision to documents that are the purview of the Planning Department, including zoning, subdivision, General Plan and its elements, Hazard Mitigation plans, Annexation documents and service area extensions, CEQA and NEPA documents, grant applications, and the like as necessary.
6. Preparation of Planning Commission agenda and staff reports.
7. Attendance at planning commission meetings and, as requested, at city council and task force or committee meetings.
8. Planner shall be able to reject work and have city contract with another entity if work required exceeds available time or professional capability.
9. Services shall not include construction, in whole or in part.

EXHIBIT B

SCHEDULE OF SERVICES

1. Planner is typically available Monday through Friday after 12:30 pm , except for observed holidays or pre-arranged vacation times.

EXHIBIT C

RATE SCHEDULE

1. Hourly rate from July 1, 2018 through January 17, 2019 shall continue at \$25.00
2. The hourly rate shall increase to \$27.50 per hour
3. Rates shall continue as long as this contract is in effect, unless an amendment is agreed to by both parties.
4. City shall reimburse mileage when work is required outside of the city limits.
5. City shall reimburse materials expenses that the city cannot readily provide.
6. City shall reimburse conference and workshop expenses when they relate to necessary work, and for occasional professional training related to city tasks.

Sample invoice shown on following page.

Date: August 6, 2018
 Invoice # 18-07

From: Arlene Dinges
 5717 Condor Road
 Dunsmuir, CA 96094
 707-338-4832
 E-Mail: arlenedinges@gmail.com

TO: City Manager
 City of Dunsmuir
 5915 Dunsmuir Avenue
 Dunsmuir, CA 96025

DATES OF WORK		JOB	Terms	
6/30/18 - 8/6/18		City Planner. Various - see below	\$25.00 per Hour	
Hours	Project	Work Description	Cost	Applicant Fees Paid
3.50	City	Updates with management, prepare agenda and staff reports	87.5	No
4.25	Bottling Plant	CEQA	106.25	No
1.00	Wilde	Review Banner application, prepare staff report, photograph, discuss with applicant, pulled by applicant.	25.00	Yes
5.50	Safety Element	CEQA review and discussion with Shane Vargas (CalFire) re comments and process	137.50	No
1.25	Misc. public inquiries	Deer Haven, Dunsmuir Ave, French Nest	31.25	No
0.50	Wheelhouse	Review sign app and distribute for HD review	12.50	No
0.50	DeMaggio service	Follow up on statue of application	12.50	Yes
0.25	Lanier	Review plans	6.25	Yes
1.50	Dupret	Review plans and begin draft of letter, communicate with applicant, continue draft of letter.	37.50	No
1.00	Bild	Discuss LLA	25.00	Yes
19.25	TOTAL Hours		481.25	
		Past Due	0	
6 weeks		TOTAL DUE	481.25	

Please make all checks payable to Arlene Dinges
 Thank you for the opportunity to serve you!



STAFF REPORT	
RE: City Manager Recruitment	MEETING DATE: 2/7/19
SUBMITTED BY: Mark Brannigan, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

The City Council is being asked to provide direction regarding recruitment of a City Manager, and on the formation of an AdHoc Committee.

BACKGROUND/DISCUSSION:

On February 4, 2019 a resignation letter was given to the Mayor and Members of the Council by the current City Manager with a separation date of April 30, 2019. In an effort to ensure a smooth transition of this position the City Council is being asked to form an AdHoc Committee to evaluate the criteria needed to successfully recruit for this position.

OPTIONS:

FISCAL IMPACT:

None Yes Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase:

Affected fund(s): General Fund Water OM Fund Sewer OM Fund Other:

Comments:

SUGGESTED MOTIONS:

Attachments: