

**AGENDA FOR THE MEETING
DUNSMUIR CITY COUNCIL
DUNSMUIR, CA**

April 2, 2020

In light of Covid-19 epidemic

This meeting will be held via Zoom Conference

Join Zoom Meeting

<https://zoom.us/j/992197727>

Meeting ID: 992 197 727

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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 AND FLAG SALUTE

2. ROLL CALL

3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

Siskiyou Economic Development Council: Update on response to COVID-19 epidemic by Kory Hayden

4. PUBLIC COMMENT

Regular City Council meetings are posted on the City's website to keep City residents informed of City Council actions and deliberations that affect the community. Meetings are scheduled to be televised on the 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.

5. COUNCIL AND STAFF COMMENTS

6. COMMITTEE REPORTS - None

7. CONSENT AGENDA:

A. Check Register – 2/28-3/20/2020

B. Library MOU

- C. Covid-19 Resolution 2020-04
- D. Adoption of an Emergency Ordinance 566 to Prevent Evictions during Covid-19

8. PUBLIC HEARING:

Public Hearing Protocol:

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

9. OLD BUSINESS

None

10. NEW BUSINESS

- A. Discussion of City response to Covid-19
- B. City Priorities for next 3 to 6 months

11. FUTURE AGENDA ITEMS

Future Agenda Items are topics brought to the City Council for review and/or action. All dates refer to first introductions and can be altered due to time and priority levels.

12. ADJOURNMENT

Copies of this agenda were posted at City Hall, Dunsmuir City Library, Dunsmuir Park and Recreation District Office and at the Post Office on or before 5:30 PM March 30, 2020.

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.

Deputy City Clerk
Wendy Perkins

Date

Check Register Report

2.28.20 - 3.20.20

Date: 03/25/2020

Time: 9:43 am

Page: 1

City of Dunsmuir

BANK: U.S. BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
U.S. BANK Checks							
53561	02/28/2020	Printed		1910	AT&T	River ave lift alarm phone	90.33
53562	02/28/2020	Printed		1910	AT&T	SR lift alarm phone	69.14
53563	02/28/2020	Printed		1910	AT&T	wwtp alarm phone	90.33
53564	02/28/2020	Printed		1910	AT&T	15 Lift alarm	90.33
53565	02/28/2020	Printed		1910	AT&T	SDSA pump alarm	90.33
53566	02/28/2020	Printed		1910	AT&T	lookout point alarm	65.76
53567	02/28/2020	Printed		10642	BACKDRAFT OPCO, LLC	50% of cost of radios	1,247.50
53568	02/28/2020	Printed		2635	BASIC LABORATORY, INC.	ww monthly river	1,214.80
53569	02/28/2020	Printed		10353	GARY BENSON	Children's park rent Mar2020	725.00
53570	02/28/2020	Printed		4050	BORGES & MAHONEY	motor	151.52
53571	02/28/2020	Printed		10001	CED-REDDING	electric balasts	109.40
53572	02/28/2020	Reconciled		6325	CLEMENS WASTE REMOVAL	February2020	13,389.28
53573	02/28/2020	Reconciled		24875	LILLY JONES	Feb. 2020 Cemetery Maintenance	825.00
53574	02/28/2020	Printed		26425	KEN ELGIN	fuel pump truck302	582.25
53575	02/28/2020	Printed		9201	O'REILLY AUTO PARTS	Battery & cor deposit return	194.11
53576	02/28/2020	Printed		39015	PACIFIC POWER	river ave lift station Feb2020	138.74
53577	02/28/2020	Printed		10491	CHARLES W PILLON	audit, 2019 year end	9,738.25
53578	02/28/2020	Printed		45110	MARIO J. RUBINO	February 2020 Treasurer	50.00
53579	02/28/2020	Printed		10543	SCP POOL CORP	soda ash lite	1,303.67
53580	02/28/2020	Printed		47659	SISKIYOU COUNTY EDC	Feb2020 EDC	500.00
53581	02/28/2020	Printed		57680	SONSRAY MACHINERY LLC	cable	307.19
53582	02/28/2020	Printed		10503	THATCHER CO. OF CALIFORNIA	sulfur dioxide 150#cyl	2,593.50
53583	03/06/2020	Printed		165	A&A MACHINE & WELDING INC	machine keys WWTP	90.00
53584	03/06/2020	Printed		10642	BACKDRAFT OPCO, LLC	2nd 1/2 of invoice202012510	1,247.50
53585	03/06/2020	Printed		2635	BASIC LABORATORY, INC.	waste water biweekly river	590.60
53586	03/06/2020	Printed		2800	BAXTER AUTO PARTS, INC.	13X14MM F POL #430 wrench	10.20
53587	03/06/2020	Printed		5325	REBECCA CATLETT	Cleaning Feb2020	165.00
53588	03/06/2020	Printed		10643	CHITWOOD, CIERRA	water dep return less Feb wat	142.80
53589	03/06/2020	Printed		9820	CITY OF DUNSMUIR	Wtr Dep rtn Martin #25137	254.40
53590	03/06/2020	Printed		6325	CLEMENS WASTE REMOVAL	weight/dump fees	7,516.00
53591	03/06/2020	Printed		48731	DEPARTMENT OF TRANSPORTATION	Airport loanSIS-3-16-L-1	2,458.13
53592	03/06/2020	Printed		10148	DIVERSIFIED ELECTRICAL, INC	light poles	497.88
53593	03/06/2020	Printed		9850	DUNSMUIR TRUE VALUE	Feb2020 Materials	117.40
53594	03/06/2020	Printed		11255	ELECSYS INTERNATIONAL CORP	handheld Monthly maintenance	223.50
53595	03/06/2020	Printed		10644	EMPLOYMENT RISK MANAGEMENT	liability insuranceJan-June	1,941.00
53596	03/06/2020	Printed		9303	FASTENAL COMPANY	sylvania lamp, ww	38.21
53597	03/06/2020	Printed		10645	KALIA KAILI	wtr dep less Feb wtr bill24270	52.80
53598	03/06/2020	Printed		26425	KEN ELGIN	#304, lube and oil	509.46
53599	03/06/2020	Printed		31212	MANFREDI'S DEPOT	gas for fire dept	147.39
53600	03/06/2020	Printed		10646	MID VALLEY TITLE & ESCROW	Foreclosure6137495	1,592.84
53601	03/06/2020	Printed		9870	MT SHASTA AREA NEWSPAPERS	job posting Admin/ pub hearing	227.50
53602	03/06/2020	Printed		9870	MT SHASTA AREA NEWSPAPERS	CUP Back Count/Sweetwat	108.13
53603	03/06/2020	Printed		39015	PACIFIC POWER	Feb2020, General service	9,209.97
53604	03/06/2020	Printed		39853	PURCHASE POWER	postage pitney bowes	1,000.00
53605	03/06/2020	Printed		10581	SCOTT MARCELLUS	Boots 19/20	150.00
53606	03/06/2020	Printed		47520	SHASTA AUTO SUPPLY	ft for injectors	546.80
53607	03/06/2020	Printed		47659	SISKIYOU COUNTY EDC	March2020	500.00
53608	03/06/2020	Printed		47669	SISKIYOU OPPORTUNITY CENTER	Blue bag program Feb2020	566.38
53609	03/06/2020	Printed		47676	SMITH BUILDING SERVICES, LLC	building services Feb2020	1,558.33
53610	03/06/2020	Printed		53810	US BANK EQUIPMENT FINANCE	printer and copiers Feb20	870.51
53611	03/06/2020	Printed		9999999388	VALLEY INDUSTRIAL COMM.,INC.	instal radios in trucks	1,182.53
53612	03/06/2020	Printed		50850	VERIZON WIRELESS	Bill and Ron Phone	78.91
53613	03/06/2020	Printed		50850	VERIZON WIRELESS	Fire Dep Phone	147.55
53614	03/13/2020	Printed		514	ADVANCED INFOSYSTEMS	Billing, postage, surveyMarch	765.87



STAFF REPORT	
RE: Memorandum of Understanding for Library Services – County/City	MEETING DATE: 4/2/2020
SUBMITTED BY: Blake Michaelsen, Finance Director	
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:

Approve a renewed MOU (memorandum of understanding) between the City and the County of Siskiyou to deliver library services.

BACKGROUND/DISCUSSION:

The established MOU between the City and the County is out of date. The County Board of Supervisors has approved the MOU attached to this staff report. See the version attached to see the changes made. See letter from County attached to this report.

OPTIONS:

Approve MOU as is from the County; make changes to MOU and ask County to approve amended MOU; open dialogue with County to come to an agreed upon MOU; not approve MOU

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: Motion to approve attached four-year renewal MOU between Siskiyou County and City of Dunsmuir (July 1, 2018 through June 30, 2022)

Attachments: Memorandum of Understanding
Letter from County Librarian



SISKIYOU COUNTY LIBRARY

719 Fourth Street
Yreka, California 96097
(530) 842-8805 FAX: (530) 842-7001

MICHAEL PERRY, COUNTY LIBRARIAN
mperry@co.siskiyou.ca.us

February 28, 2020

To whom it may concern:

The County and your Community have been operating under a Memorandum of Understanding to deliver library services since 2011. The latest MOU ended on June 30, 2018.

The Board of Supervisors approved the attached four-year renewal (July 1, 2018 through June 30, 2022) of the MOU at their August 6, 2019 meeting. This MOU reflects the current day-to-day practices and updates the responsibilities for each party to continue to deliver library services to the residents of your Community.

There are two copies of the updated MOU in this package, along with a mark-up version noting all the modifications from the previous MOU (ending on June 30, 2018)

The 4-year MOU has been modified in the following areas:

1. **Updating the Technology requirements for Communities in Section 3** to reflect the actual set-up in our branches and making the self-check machines an optional equipment purchase in the future (instead of mandatory)
2. **Updating Appendix 1** to reflect current procedures for Cataloging and Processing materials by County staff
3. **Adding a new Appendix 4 (Fees Schedule)** to capture the fines and replacement fees as these costs are recovered by the Communities, not the County.
4. **Cleaning up language** in various sections and appendices to clarify intent

The changes to the 4-year MOU have been seen and reviewed by your Community Library representative and these changes are not considered controversial.

Once approved by your local Council, please sign both originals, return them both to my attention to the address on this letter. I will get them signed by the County and return one signed copy to you.

MARK-UP
VERSION

MEMORANDUM OF UNDERSTANDING REGARDING
COUNTY LIBRARIES AND LOCAL COMMUNITIES

This Memorandum of Understanding is entered into by the Board of Supervisors of Siskiyou County, California, hereafter referred to as “the County,” and _____ (name of municipality or service district), California, hereafter referred to as “the Community,” on this ___ day of _____, 20__.

WHEREAS, County and _____ wish to continue the provision of Library services in communities; and

WHEREAS, due to financial limitations, a new Library structure to provide such services is needed.

NOW THEREFORE, the parties to this Memorandum of Understanding agree as follows:

1) ~~All furniture, computers, copiers, decorations, and other non-circulating materials used to provide library service will remain in their locations as of the date this agreement is approved, regardless of who purchased such items.~~ Items identified as fixed assets of the County will remain as County property until donated, identified as surplus or otherwise approved for disposal as agreed, by County in writing.
(Removed because language doesn't seem relevant any longer – MP)

2) The County will make provision to provide:

- Technology backbone, which includes:
 - Communications network connecting all library sites (including telephone and Internet)
 - Centralized circulation system, including circulation parameters
 - Catalog of shared library materials, available from any internet-connected computer
 - Online materials requests
 - Centralized file of user records, protected by firewall
 - Updates to the technology backbone, handled centrally
 - Staff to manage the technology backbone
 - Routers and other networking communications equipment
 - Installation of any equipment connected to the network in the community facilities

- Book repair
- Library specific materials, such as library cards
- Distribution center for books and other library materials to be shared by all library locations, which includes:
 - Print and non-print library materials to be shared freely throughout the county
 - Rotating collections
 - Preservation of historical collections
 - New and gift materials cataloging and processing (as described in Appendix 1, [attached hereto](#))
 - Centralized purchasing
 - Negotiation of discounts from book suppliers
 - Staff for the distribution center
 - Volunteers for the distribution center
 - All operating costs for the distribution center
- Delivery service between the distribution center and community library facilities
- Siskiyou County Library website
- Design and provision of training in County Library procedures for community staff and volunteers at a central location and at times such training can be offered as determined by County.
- Coordination and management of programs and grants that are applicable countywide, ~~such as~~
 - ~~E-Rate discounts for telecommunications services~~
 - ~~Library Services and Technology Act (LSTA) grants through the California State Library~~

(No reason to only highlight potential grants – MP)

3) The Community will make provision to provide, at no cost to the County:

- Code-compliant local library space, open to the public, with hours of operation to be determined by the local community
- The Community is responsible for:
 - Additional furniture
 - Utilities
 - Maintenance
 - Cleaning and restroom supplies
 - Janitorial service
 - Trash removal
 - Insurance
- Staffing

- Local customer service volunteers
 - Background checks for volunteers
 - Local paid or contract staff
 - Shelving and re-shelving of circulating materials
 - ~~Picking and packing materials for shipment~~ *(Not sure what this actually represents since the County provides the bins for delivery/shipments - MP)*
 - Volunteers, and paid or contract staff will participate in training provided by the County
 - Local magazine subscriptions
 - Technology to use the backbone provided by the County:
 - Optional self-service checkout machine *(Making self-check machines an option for those branches that believe it's helpful)*
 - At least ~~two Internet-compatible local computers~~ – one Internet-compatible for public access *(Scott Bar only has one public PC – MP)*
 - ~~One printer~~ *(Scott Bar doesn't have a public printer – MP)*
 - Maintenance, and supplies for this equipment
 - Purchase, maintenance, and replacement of any other non-networked local hardware – including additional computers, copiers, fax machines, supplies, software, and upgrades are the responsibility of the community
 - Collection of overdue fines and other library service fees, such as printing and copying, are to be kept for local use (as described in the Fees Schedule in Appendix 4, attached hereto) *(Added a new appendix with the current fee structure that we could modify to reflect current practices – MP)*
- 4) The Community agrees to share the materials held in its location with the users of other community libraries in Siskiyou County, using the County-provided circulation and delivery systems.

Policies for sharing are subject to discussion by the Siskiyou County Library Coordination Committee (described in Appendix 2, attached hereto).

5) In case of technology failure:

The County is responsible for:

- The countywide online checkout, catalog, and patron record system
- Problems covered under the self-check warranty agreement
- Routers and other networking communications equipment

- The County Library website
- County software

The Community is responsible for:

- Replacing the self-checkout machines
- Laptop and desktop computers not managed by County IT
- Copiers
- Printers
- Local software

- 6) Basic procedures for reporting technology failures and other service and support requests to the County Library Distribution Center **are** (described in Appendix 3, [attached hereto](#)).
- 7) The County and the Community agree to participate in the County Library Coordination Committee (described in Appendix 2, [attached hereto](#)).
- 8) The County can accept funds from either the Community or its Friends of the Library group to help coordinate purchases of library materials and supplies.
- 9) The County Librarian will work with the Library Council to formulate cooperative library policies on countywide services. Access to the catalog's circulation database to perform library service functions will be granted to County and Community staff and volunteers that follow these policies.
- 10) In the event of a catastrophic event, the County's insurance will cover materials identified in the County's Insurance policy.

Items not covered by County insurance will be the responsibility of the Community.
- 11) The term of this agreement shall be from July 1, 2018 and be extended in writing by both parties every **four (4)** years. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding the day and year first above written.

Siskiyou County Library

Name of Service District

By: _____

By: _____

COUNTY OF SISKIYOU

By _____
Terry Barber
County Administrator

Appendix 1

CATALOGING AND PROCESSING FOR NEW AND GIFT MATERIALS

Acquisition and Processing

- Notify central processing of pending orders to facilitate the scheduling of processing workload
- ~~New book orders will be processed in the order received~~
- Large orders may need to be processed in coordination with new materials purchased by other locations
- Processing turn-around time will vary based on the availability of staff and volunteers
- Limits on the volume of materials submitted for processing will be necessary if backlogs develop

Materials will be processed based on these priorities:

1. ~~New materials~~ — Purchased centrally with budgeted funds
2. ~~New materials~~ — Purchased with local funds
~~Processed by date the materials are received~~
~~———— New materials = Current items published within the past 12 months~~
3. ~~New materials~~ — Donated/gift materials that meet the evaluation guidelines
4. ~~Older materials~~ — ~~Donated/gift materials that meet the evaluation guidelines~~

Collection Development guidance will be available to the communities that request assistance.

If the local community decides to keep local materials for local circulation only, those materials will not be serviced by the backbone.

Many of these changes are to simplify this appendix. For example, describing that all new book orders will be processed in the order they are received is excessive since there are times when donations are given the priority.

The second section has been simplified to reflect the general order of processing that we currently do.

Appendix 2

SISKIYOU COUNTY LIBRARY COORDINATION COMMITTEE

A Siskiyou County Library Coordination Committee will be established. This Committee will be a forum for discussing local community needs and priorities with respect to:

- Customer service practices, such as checkout lengths and fine rates, so that such practices will be consistent
- Communications across the County
- Communications with County government officials
- Countywide programs and events such as Summer Reading Program
- Countywide grant opportunities
- Technological upgrades
- Issues arising under this Memorandum
- Any future menu of optional contract services, such as children's programming or reference services, from which the Communities may select and fund, if so desired

It is understood that in order to receive the benefits of the library **automation** system ~~managed by the NorthNet Library System~~, some countywide customer service rules will need to be defined by the System. The Coordination Committee will coordinate the implementation of such rules. *(Removing these words help clarify this section – MP)*

The Coordination Committee will consist of the County Librarian and one representative designated by each Community participating in the County Library system.

Appendix 3

SERVICE AND SUPPORT REQUESTS

- Service and support requests may be submitted by authorized personnel only. Authorized personnel include any paid staff or volunteer who has completed County-provided training in library circulation and reporting processes.
- At the completion of the training of authorized personnel, the process for submitting service and support requests will be provided, including: email address, telephone numbers, and a web site link, and the coverage schedule for support staff.
- Service and support requests will be answered by the following business day.

Appendix 4

FEES SCHEDULE

Overdue Fees	
Reference material	\$0.50 per day (\$3.00 maximum)
Interlibrary loans	\$0.50 per day (\$3.00 maximum) (Plus applicable charges from lending library, if any)
All other item (i.e., books, magazines, etc.)	\$0.20 per day (\$3.00 Maximum)

Replacement Fees	
Cataloged items	Retail price (as indicated in the library database)
If retail price is not listed in library database, then as follows:	
Books: Adult	\$20.00
Books: Young Adult and Children	\$15.00
Magazines	\$5.00
Board books	\$7.00
Audiobooks	\$30.00
DVDs	\$30.00
Reference materials	Cost of replacement
Interlibrary Loan materials	Charge set by lending library
Processing fee to replace item	\$5.00 per item

Additional Fees	
Computer Printouts and Copies	Determined by local branch (Suggested \$0.20 per page)
Microfilm Research	\$10.00 per hour (1 hr. min.)
Returned Check Fees (Non-Sufficient Funds)	\$20.00 per check
Room Use	\$10.00 per hour for non-library events (subject to availability)
Library card replacement fee	\$1.00
Replace broken Audiobook cases	\$4.00
Replace broken DVD cases	\$2.00

RESOLUTION NO. 2020-04

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CONCERNING THE
COVID-19 VIRUS**

WHEREAS, the City Council of the City of DUNSMUIR has the authority to make and enforce, within its limits, measures to protect the health, safety and welfare of its citizens; and

WHEREAS, Government Code § 8643 provides that in a state of emergency, the City Council is to perform functions necessary to preserve and furnish local services; and

WHEREAS, Government Code § 8558 defines a local emergency as including conditions of extreme peril to the safety of persons and property within the City which are likely to be beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other government entities to combat; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread globally to over 118 countries, infected more than 125,000, and killed more than 4,000 individuals as of March 11, 2020, per the World Health Organization; and

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a public health emergency of international concern, and on January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency for the United States of America; and

WHEREAS, the United Centers for Disease Control and Prevention has determined that COVID-19 presents a serious public health threat requiring coordination among state and local health departments to ensure readiness for potential health threats associated with the virus; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, the World Health Organization made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen and are threatened within the City of DUNSMUIR resulting from the COVID-19 virus pandemic; and

WHEREAS, the threat of exposure to, and spread of, COVID-19 cannot be quarantined to one defined geographical area, and the danger of transmission is therefore pervasive and present to the residents of the City of DUNSMUIR; and

WHEREAS, the conditions caused by the COVID-19 pandemic are beyond the control of the services, personnel, equipment and facilities of the City of DUNSMUIR; and

WHEREAS, the City Council hereby finds that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency,

NOW, THEREFORE BE IT RESOLVED, PROCLAIMED AND ORDERED as follows:

1. The recitals stated above are true, correct, and are adopted herein as findings.
2. That, pursuant to Government Code § 8630(a), a local emergency within the meaning of Government Code § 8558(c) exists within the jurisdictional limits of the City of DUNSMUIR.
3. That, pursuant to Public Contract Code § 20168 and 22050, the public interest and necessity demand the immediate expenditure of public money to safeguard life, health and property; the local emergency will not permit a delay resulting from a competitive solicitation for bids; immediate action is necessary to respond to the local emergency; and the City Manager is authorized to repair or replace a public facility, take any directly related and immediate action required by the local emergency, and procure the necessary related and immediate action required by the local emergency, and procure the necessary equipment, services and supplies for those purposes without giving notice for bids to let contracts.
4. That the City Manager shall coordinate planning, preparedness and response efforts regarding COVID-19 with federal, state and local government authorities and shall otherwise exercise authority as Director of Emergency Services consistent with the laws of the State of California.
5. That the City Manager is further authorized to exercise specific authority to close or limit access to city facilities and to limit or cease public services, direct employee absences from work and to grant leave accruals in order to secure the same, and to take whatever other prudent actions with regard to City operations and staffing which, in the City Manager's sole discretion, are considered by him to be necessary to secure the public health, welfare and safety during the existence of the local emergency; and
6. That, pursuant to Public Contract Code § 22050(c)(1), the state of local emergency shall be deemed to continue to exist until its termination is proclaimed by a resolution adopted by a four-fifths vote of the City Council.
7. That, pursuant to Government Code § 8630(c) and Public Contract Code § 22050(c)(1), the City Council shall review the need for continuing the local emergency at every regularly scheduled meeting of the City Council until the City Council terminates the local emergency.
8. That this resolution shall serve as a request to the State of California and the United States of America to make available funding to the City of DUNSMUIR in order to address the impacts caused by this emergency.

I HEREBY CERTIFY that the foregoing resolution was introduced and adopted at a special meeting of the DUNSMUIR_City Council on the 2nd day of April, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Dated: _____, 2020

CITY OF DUNSMUIR

Julianna Lucchesi Mayor

ATTEST:

Wendy Perkins City Clerk

APPROVED AS TO FORM:

John Kenny
City Attorney

ORDINANCE NO. 566

URGENCY ORDINANCE ADDING CHAPTER 8.17 TO THE CITY OF DUNSMUIR MUNICIPAL CODE TO PROHIBIT EVICTIONS ARISING FROM INCOME LOSS OR SUBSTANTIAL MEDICAL EXPENSES RELATED TO THE COVID-19 PANDEMIC

The City Council of the City of Dunsmuir hereby finds and declares the following:

WHEREAS, states of emergency have recently been proclaimed at the local, state, and federal government levels related to the novel coronavirus (“COVID-19”) pandemic; and

WHEREAS, the COVID-19 pandemic and associated public health orders are expected to result in the closure of many local businesses and result in extreme restrictions on other local businesses; and

WHEREAS, the COVID-19 pandemic and associated public health orders are expected to result in a severe loss of income to a widespread portion of the local population that depend on wages or business income to pay rent and result in substantial medical expenses for certain City residents; and

WHEREAS, on March 16, 2020, Governor Gavin Newsom issued Executive Order N-28-20, which authorizes local jurisdictions to suspend the evictions of tenants for the non-payment of rent, or through foreclosure, if the eviction is a result of the COVID-19 pandemic; and

WHEREAS, without local protection, eviction notices are likely to surge as residents and businesses are unable to earn income due to the pandemic, or are forced to pay substantial medical expenses associated with the pandemic; and

WHEREAS, the Council has determined that it is appropriate to temporarily prohibit evictions, through May 31, 2020, for any tenant (residential or commercial) who can demonstrate that they are being evicted for the failure to pay rent or make other required payments, and that such failure is a direct impact of the COVID-19 pandemic; and

WHEREAS, the Council has determined that urgent action must be taken to protect the health, safety, and welfare of tenants in the City of Dunsmuir;

NOW THEREFORE the City Council of the City of Dunsmuir hereby ordains as follows:

SECTION I

Chapter 8.17 is hereby added to the City of Dunsmuir Municipal Code, to read as follows:

Chapter 8.17
PROHIBITION ON EVICTIONS ARISING FROM SUBSTANTIAL INCOME LOSS OR
MEDICAL EXPENSES RELATED TO THE CORONAVIRUS PANDEMIC

Sections:

8.17.010 Purpose.

8.17.020 Definitions.

8.17.030 Prohibition on evictions stemming from coronavirus pandemic losses.

8.17.040 Severability.

8.17.010 Purpose.

This chapter prohibits evictions through May 31, 2020, in the City of Dunsmuir for any tenant who can demonstrate that they have received a notice of eviction for failure to pay rent or make other required payments, and that such failure is related to a substantial loss of income or substantial out-of-pocket medical expenses resulting from the 2020 novel coronavirus pandemic or any local, state, or federal government response to the pandemic.

8.17.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section.

(A) “Commercial real property” means any real property that is used for business or income-producing purposes.

(B) “Owner” means any person or entity, acting as principal or through an agent, providing residential or commercial real property for rent, and includes a predecessor in interest to the owner. The term “owner” shall also include, for purposes of this chapter, any holder of a mortgage, deed of trust, or other security interest in real property.

(C) “Residential real property” means any dwelling or unit that is intended or used for human habitation.

(D) “Tenant” means a person or entity occupying lawfully residential or commercial real property and includes a lease or sublease. The term “tenant,” for purposes of this chapter, shall also include a mortgagor, payor, or any other person or entity responsible for making payments on a note secured by real property.

8.17.030 Prohibition on evictions stemming from coronavirus pandemic losses.

(A) Through May 31, 2020, an owner of residential or commercial real property shall not evict a tenant for failure to pay rent or evict a tenant through foreclosure if the tenant demonstrates that the failure to make required payments is directly related to a substantial loss of income or substantial out-of-pocket medical expenses associated with the coronavirus pandemic or any local, state, or federal government response to the pandemic.

(B) In order for this section to apply, a tenant must demonstrate through documentation or other objectively verifiable means:

(1) Substantial loss of income from (a) job loss; (b) layoffs; (c) a reduction in the number of compensable hours of work; (d) a store, restaurant, office, or business closure; (e) a substantial decrease in business income caused by a reduction in opening hours or consumer demand; (f) the need to miss work to care for a home-bound school-age child or a family member infected with coronavirus; or (g) other similarly-caused loss of income that resulted from the pandemic; or

(2) substantial out-of-pocket medical expenses related to the pandemic.

(C) This prohibition shall also apply to an owner's action that constitutes constructive eviction under California law. An owner's failure to comply with this chapter shall render any notice of termination of tenancy void. This section may be asserted as an affirmative defense in any statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant. Terminations that are required to comply with an order issued by a government agency or court requiring that the real property be vacated are excepted from this prohibition. An owner's failure to comply with this Chapter does not constitute a criminal offense but will subject an owner to civil fines and penalties as set forth in this Code.

(D) Nothing in this chapter shall relieve a tenant of the obligation to pay rent or otherwise make required payments, nor restrict an owner's ability to recover such payments.

(E) This chapter shall be liberally construed to provide the broadest possible protection for tenants in the City of Dunsmuir.

8.17.040 Severability/Conflicting Laws.

(A). If any provision of this chapter is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this chapter which can be implemented without the invalid provisions, and to this end, the provisions of this chapter are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

(B) To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other City code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

SECTION II

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is

not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION III

Effective Date. This ordinance shall take effect immediately as an urgency ordinance. This is based on the City Council’s finding that this ordinance is adopted in compliance with Government Code Section 36937, that it is necessary for the protection of the public peace, health and safety for the reasons contained in the findings set forth at the beginning of this ordinance, which are incorporated by reference herein, and that it is necessary to prevent the City of Dunsmuir from suffering potentially irreversible displacement of tenants resulting from the evictions that this ordinance is designed to prevent. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this ____ day of March, 2020, by the City Council of the Dunsmuir, State of California, by the following vote:

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

Mayor

ATTEST:

By: _____
City Clerk



CITY OF Dunsmuir

STAFF REPORT	
RE: Staff's Top Priorities for the Next Three to Six Months	MEETING DATE: 4/2/2020
SUBMITTED BY: 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:

Approval of staff priorities for the next three to six months.

BACKGROUND/DISCUSSION:

While responding to the needs of the community during this national emergency, staff is seeking approval of the top priorities for the City over the next three to six months. This list includes (in no particular order):

- Extension to the Clemens contract, while negotiating long-term agreement
- Setting up Microenterprise grants and loans with the CDBG money
- Union policy for employees as required for employees
- RFP for new water tank/open bids
- Rewriting muni code for CSO. Many holes leaving City open to liability
- 2 year budget with 5 year projections
- Prior years accounting records finalized and closed
- Complete annual state report for drinking water
- Seek Cal OES Hazard Mitigation funds from state in response to Covid 19
- Get WW III in place

OPTIONS:

Approve or reject the priorities list.

FISCAL IMPACT:

None Yes Budgeted Item? Yes No

Budget Adjustment Needed? Yes No

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

Comments:

SUGGESTED MOTIONS: Approve priority list.

Attachments: