

**AGENDA FOR THE REGULAR MEETING
DUNSMUIR CITY COUNCIL**

January 5th, 2023

REGULAR SESSION: 6:00 pm

Join Zoom Meeting: <https://us02web.zoom.us/j/84424135442>

Or Call: +1 669 900 6833

Enter Meeting ID: 844 2413 5442

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

- 1. CALL TO ORDER AND FLAG SALUTE**
- 2. ROLL CALL**
- 3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**
- 4. PUBLIC COMMENT**

Regular City Council meetings are posted on the City's website to keep City residents informed of City Council actions and deliberations that affect the community. Meetings are scheduled to be televised on the 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**
- 7. APROVAL OF MINUTES – of December 8th, 2022**
- 8. CONSENT AGENDA:**

A. Check Register: 12/3-12/30/2022

B. 2023 Report of Waste Discharge

- 9. PUBLIC HEARING: NONE**
- 10. OLD BUSINESS – (two motions see suggested motions)**
 - A. Electric Vehicle Charging Stations. Amendment to Title 15, Buildings and Construction, to create an expedited, streamlined permitting process for electric vehicle charging stations.**
 - A-1. Ordinance 574 adding Chapter 15.56, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction**
 - A-2. Resolution 2023-01 adopting an Electric Vehicle Charging Stations Expedited Permitting Process Checklist**

11. NEW BUSINESS

- A. DPAC Summary - Informational Update
- B. Council Reorganization – Selection of Mayor/Vice Mayor
- C. Committee Assignments

12. FUTURE AGENDA ITEMS

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

13. ADJOURNMENT

Copies of this agenda were posted at City Hall, Dunsmuir City Library, and City Website 72 hrs. prior to meeting time.

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

CERTIFICATION

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

Wendy Perkins, Deputy City Clerk

Date

**Special Meeting of
DUNSMUIR CITY COUNCIL
Minutes
December 8th, 2022**

1. CALL TO ORDER AND FLAG SALUTE –

Meeting was called to order at 6:02 P.M. by Mayor Bryan

2. SPECIAL PRESENTATION – Department of Fish and Wildlife – Update on UP Cleanup - Eric Laughlin , Public information officer

Eric introduces himself. Part of unified command to monitor for wildlife and environmental impacts. State Water Board and EPA ordered the clean-up. They will pull contaminated soil out of the South Yard. (Eric pauses to put his barking mini pincher away). They are focused on covering up soil so there is no run-off into river during wet season. Will resume in Springtime. Will start a dewatering system, which will collect ground water as they dig out soil, which is also contaminated, it will be washed and deposited back after treatment. There's more truck traffic through town and they will be notifying motorists/pedestrians with times and dates of increased truck traffic upon roadway signage.

DECLARATION OF ELECTION CERTIFICATION – SWEARING IN OF NEW COUNCIL MEMBERS (Original Item 3 moved to just before Consent Agenda item, Motion by Bryan, all in favor)

3. ROLL CALL

Councilmembers present: Arth, Lucchesi, Deutsch(remote), Keisler(remote, Bryan

Councilmembers absent: None

Staff present: Deputy City Clerk Perkins, City Manager Rief

4. PUBLIC COMMENT - none

5. COUNCIL AND STAFF COMMENTS

City Manager Rief explains some grant that's been applied to obtain funding to manage cannabis regulation. Managing snow removal issues with vehicles not getting off roadways during clearing. Warnings have been placed in primary routes to allow City workers to clear roadway of snow.

Ortiz provides an update. Weather has kept crime down.

Arth – Wants to thank voters for putting up with him since he moved here 15 years ago (2008). Was recruited by Linda Guzman, didn't know anyone in Dunsmuir, nobody knew him, but 3 seats on council were empty, he became mayor in 2010, had one of the best councils ever they

took on water and sewer infrastructure at first step. He was recalled in 2010. He had another chance at council in 2018. Is so grateful to the staff and citizens he has served.

Lucchesi – Provides update on funding Disaster Planning full time person, would assist with green waste days, fire, flood, snowstorms. Would like to hire someone by April.

Keisler – It’s been an honor to serve in the ring with Mr. Arth. Thanks to all Peter’s efforts and he loves him. Shout out to City Crews for snow removal and Christmas Tree erection.

Deutsch – Would like to state on the record that Mayor and Vice Mayor should be selected in December of each year. City Manager informed him it could be done in January. Was of the impression that Vice Mayor would become the Mayor. Each year these positions have rotated. Claims it has been a tradition since 2017. Lucchesi was made mayor for two years. Deutsch nominated Matthew to be Mayor last year. Thinks it is time to return to the traditional rotation.

Bryan – details the securing of the Christmas Tree and placement of it on Pine St. Will be having a Candles in the Canyon celebration this Saturday, 5 p.m.

6. COMMITTEE REPORTS – Finance Committee – Blake is working with Charlie on the audit, work on getting Finance committee on a regular rotation once illness is sorted.

7. APPROVAL OF MINUTES of November 17th,

Motion to approve minutes by Lucchesi , 2nd by Keisler

Arth requests amendment to minutes he did not approve the \$10,00 in funding for the Public Workshop relocation project site evaluation.

Roll Call Vote: AYES: Arth, Lucchesi, Deutsch, Keisler, Bryan
NOES: None
ABSENT: None
ABSTAIN: None

8. DECLARATION OF ELECTION CERTIFICATION – SWEARING IN OF (3) THREE NEW COUNCIL MEMBERS

Deputy City Clerk Perkins reads the certified election results from the Nov. 8th, 2022 election:

Clarno: 333 Votes Bryan: 316 Votes Lucchesi: 286 votes Tasci: 209 votes

Council Members Lucchesi, Bryan and Clarno are sworn in for 4-year terms ending November 2026.

9. CONSENT AGENDA:

- a. Check Register: 11/12-12/2/2022
- b. Approval of 2023 Schedule of Regular City of Dunsmuir City Council Meeting Dates/Times
- c. Approve or Modify Local Transportation Fund – Claim Form
- d. Appoint Delegates to Siskiyou County Solid Waste Management Joint Powers Authority

Motion to adopt consent agenda by Keisler , 2nd by Clarno

Roll Call Vote: AYES: Clarno, Bryan, Deutsch , Keisler , Lucchesi
 NOES: None
 ABSENT: None
 ABSTAIN: None

10. PUBLIC HEARING: NONE

11. OLD BUSINESS: NONE

12. NEW BUSINESS: NONE

13. FUTURE AGENDA ITEMS:

Will be appointing mayor and vice mayor at next meeting which will be on January 5th, 2023.
 Would like to establish notification policies with Union Pacific- Lucchesi will have it ready for January.

14. ADJOURNMENT:

Meeting was adjourned at 6:41 p.m. by Consensus and a celebration of Mr. Arth’s public service is had with Champagne and a Lemon Chiffon cake donated by Café Maddalena’s.

ATTEST:

 Mayor Bryan

 Wendy Perkins, Deputy City Clerk

 Date

Check Register Report

1.5.22 council meeting

Date: 12/29/2022

Time: 4:14 pm

City of Dunsmuir

BANK: U.S. BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
U.S. BANK Checks								
57212	12/09/2022	Printed			514	ADVANCED INFOSYSTEMS	Billing Dec 2022	403.81
57213	12/09/2022	Printed			2800	BAXTER AUTO PARTS, INC.	SLB 9007BP2 9007 twin	26.80
57214	12/09/2022	Printed			5325	REBECCA CATLETT	Nov 27th to Dec 6, 2022	115.50
57215	12/09/2022	Printed			9820	CITY OF DUNSMUIR	i-5 lift station 250800	534.24
57216	12/09/2022	Printed			6325	CLEMENS WASTE REMOVAL	weight dump fees Nov 2022	5,261.50
57217	12/09/2022	Printed			6950	CROSS PETROLEUM	F.D. Octane ethanol free	38.18
57218	12/09/2022	Printed			9315	DRY CREEK LANDFILL, INC.	sludge haul and landfill	558.48
57219	12/09/2022	Printed			9850	DUNSMUIR TRUE VALUE	Nov 2022 Supply	329.56
57220	12/09/2022	Printed			9606	FIRE RESCUE EQUIPMENT NW,LLC	vehicle cutter, spreader, ram	149,997.70
57221	12/09/2022	Printed			17041	GOODYEAR COMMERCIAL TIRE	backhoe service	1,664.82
57222	12/09/2022	Printed			25317	KENNY & NORINE	File 6736 General legal	1,269.86
57223	12/09/2022	Printed			31212	MANFREDI'S DEPOT	City Fuel Nov2022	2,440.18
57224	12/09/2022	Printed			10650	MT. SHASTA IT SERVICES, INC.	IT services, AWS hosting	1,200.00
57225	12/09/2022	Printed	12/09/2022		47520	NAPA	HTR Hose, antifreez	31.77
57226	12/09/2022	Printed			9201	O'REILLY AUTO PARTS	battery less core charge	151.74
57227	12/09/2022	Printed			10753	PACE ANALYTICAL SERVICES, LLC	ww weekly 22K0904	305.28
57228	12/09/2022	Printed			10491	CHARLES W PILLON	audit for 2021/22	2,025.31
57229	12/09/2022	Printed			10525	QUILL CORPORATION	quarterly wall calendar	149.67
57230	12/09/2022	Printed			9977	STEVE RICE	plow lights on dump truck	645.00
57231	12/09/2022	Printed			12022	SIRENNET.COM	Truck #801 pinnacle motherbord	113.85
57232	12/09/2022	Printed			24163	SISKIYOU CO. CLERK	mossbrae springs NOE	50.00
57233	12/09/2022	Printed			47659	SISKIYOU COUNTY EDC	mou for Dec 2022	500.00
57234	12/09/2022	Printed			47669	SISKIYOU OPPORTUNITY CENTER	blue bag program Nov 2022	594.60
57235	12/09/2022	Printed			57228	SOLANO'S CONTRACTOR	tempered hardboard peg,	256.51
57236	12/09/2022	Printed			10503	THATCHER COMPANY	chlorine 150#, gass and return	5,237.66
57237	12/09/2022	Printed			53806	USA BLUE BOOK, INC	strobe tube	469.79
57238	12/09/2022	Printed			9318	USPS	Postage	1,500.00
57239	12/16/2022	Printed			9885	ANTHONY CATLETT	backhoe flat repair #320	55.00
57240	12/16/2022	Printed			1910	AT&T	wwtp 0519311159001	43.65
57241	12/16/2022	Printed			10793	BIG VALLEY SANITATION	Hedge Creek Falls potty	292.50
57242	12/16/2022	Printed			9303	FASTENAL COMPANY	20oz grape drink rtd	332.98
57243	12/16/2022	Printed			9999992088	NORTH VALLEY DISTRIBUTING	power patrol 1079 battery 12V	84.40
57244	12/16/2022	Printed			10753	PACE ANALYTICAL SERVICES, LLC	ww biweekly 22K1170	416.05
57245	12/16/2022	Printed			39005	PACE ENGINEERING, INC.	water main proj0204.63	56,842.54
57246	12/16/2022	Printed			39015	PACIFIC POWER	mott airport lights	19.32
57247	12/16/2022	Printed			10525	QUILL CORPORATION	toner black	228.80
57248	12/16/2022	Printed			44240	RAMSHAW'S ACE HARDWARE	4-cycle 110oz, wash & wax	75.22
57249	12/16/2022	Printed			24163	SISKIYOU CO. CLERK	Nov 2020 General Election	2,068.18
57250	12/16/2022	Printed			24163	SISKIYOU CO. CLERK	clerk proprocessing fee	50.00
57251	12/16/2022	Printed			47676	SMITH BUILDING SERVICES, LLC	building services Nov2022	2,086.56
57252	12/16/2022	Printed			48710	SWRCB	Facility# 5sso10812	3,453.00
57253	12/16/2022	Printed			48710	SWRCB	Facility ID5A4701001001	5,011.00
57254	12/16/2022	Printed			10731	VYVE	internet PW, CH, WA	155.09
57255	12/16/2022	Printed			10731	VYVE	internet WWTP Dec2022	111.09
57256	12/22/2022	Printed			511	ADVANCED TRUCK BODY & EQUIP.CO	Repair hyraulics on dump bed	7,740.00
57257	12/22/2022	Printed			9437	BLUE STAR GAS	library propane	1,044.95
57258	12/22/2022	Printed			10773	CAPITAL ONE TRADE CREDIT	yearly subscription Northern t	39.99
57260	12/22/2022	Printed			9820	CITY OF DUNSMUIR	wtr dep retrn acct50380Woolsto	2,520.00
57261	12/22/2022	Printed			6325	CLEMENS WASTE REMOVAL	December 2022 MOU/Extra GA	27,937.83
57262	12/22/2022	Printed			10560	FORD & ASSOCIATES LLC	FAA grant prep. Apron design	800.00
57263	12/22/2022	Printed			10743	GARLAND TECH, INC.	Annual 365 E3 membership	299.00
57264	12/22/2022	Printed			18600	JOSEPH HATTEN	reimbersement for textbooks	142.98

Check Register Report

1.5.22 council meeting

Date: 12/29/2022

Time: 4:14 pm

Page: 2

City of Dunsmuir

BANK: U.S. BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
U.S. BANK Checks								
57265	12/22/2022	Printed			7260	L.N. CURTIS AND SONS, INC	Belay devise with pulley	948.20
57266	12/22/2022	Printed			10753	PACE ANALYTICAL SERVICES, LLC	drinking wa weekly	814.50
57267	12/22/2022	Printed			39015	PACIFIC POWER	street lights 63601721-015 5	1,560.56
57268	12/22/2022	Printed			39015	PACIFIC POWER	willow and I-5 street light	9.78
57269	12/22/2022	Printed			47659	SISKIYOU COUNTY EDC	CV-1 Microassistance	23,214.40
57270	12/22/2022	Printed			57228	SOLANO'S CONTRACTOR	I-5 lift station Tire wire	50.63
57271	12/22/2022	Printed			53813	US BANK CORP PAYMENT SYSTEMS	Nov-Dec2022 credit card	8,222.39
57272	12/22/2022	Printed			10839	WALKER, KIMBERLY	Wtr dep return acct350380	180.00

Total Checks: 60

Checks Total (excluding void checks):

322,722.40

U.S. BANK EFTs

1055414	12/16/2022	Reconciled		12/16/2022	10681	JACOBS ENGINEERING GROUP INC.	Butterfly bridge W8Y07800	39,211.08
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Total EFTs: 1

EFTs Total (excluding void checks):

39,211.08

Total Payments: 61

Bank Total (excluding void checks):

361,933.48

Total Payments: 61

Grand Total (excluding void checks):

361,933.48



STAFF REPORT	
RE: 2023 Report of Wastewater Discharge	MEETING DATE: January 5, 2023
SUBMITTED BY: Dustin J. Rief, 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: Authorize City Manager to sign Scope of Services Agreement with PACE Engineering to complete the 2023 Report of Wastewater Discharge for the State of California.

BACKGROUND/DISCUSSION:

The City of Dunsmuir (City) received a letter dated June 8, 2022, from the Central Valley Regional Water Quality Control Board (CVRWQCB) entitled Report of Waste Discharge (ROWD) Reminder for Renewal of NPDES Permit CA0078441, City of Dunsmuir, Dunsmuir Wastewater Treatment Plant, Shasta County (Letter). This Letter requires the City to submit a ROWD by January 31, 2023. City Staff recommends approval of the agreement

OPTIONS: Approve the motion to authorize the City Manager to sign the agreement

Do not approve the authorization and be subject to discipline by the state for failing to meet reporting requirements.

FISCAL IMPACT:

None Yes Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$40,000

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

Comments:

SUGGESTED MOTIONS: Motion to Authorize City Manager to enter into the Scope of Services Agreement with Pace Engineering to complete the 2023 Report of Wastewater Discharge

Attachments: City of Dunsmuir-2023 Report of Waste Discharge Scope of Services Agreement



December 5, 2022

0.04

SENT BY EMAIL ONLY

citymanager@ci.dunsmuir.ca.us

Dustin Rief, City Manager
City of Dunsmuir
5915 Dunsmuir Ave.
Dunsmuir, CA 96025

Dear Dustin,

Subject: City of Dunsmuir – 2023 Report of Waste Discharge
Proposal for Engineering Services

Thank you for the opportunity to propose on the engineering services for this project. It is our understanding that the City of Dunsmuir (City) received a letter dated June 8, 2022, from the Central Valley Regional Water Quality Control Board (CVRWQCB) entitled Report of Waste Discharge (ROWD) Reminder for Renewal of NPDES Permit CA0078441, City of Dunsmuir, Dunsmuir Wastewater Treatment Plant, Shasta County (Letter). This Letter requires the City to submit a ROWD by January 31, 2023. Based on our knowledge of this project, our proposed Scope of Services shall be as follows:

SCOPE OF SERVICES

TASK 100 – 2023 ROWD

This item is predicated on the analysis showing substantially similar results to the 2017 ROWD.

TASK 200 – ADDITIONAL CONSTITUENT EVALUATION

1. Evaluation of new constituents not identified in the 2017 ROWD that have reasonable potential to cause or contribute to an excursion above any numeric water quality objective in the receiving water.

ITEMS NOT INCLUDED

The following are not included in the above Scope of Services:

1. Sampling or data collection. The Scope of Services is based on the necessary data being readily available from the California Integrated Water Quality System or provided by the City.

2. Salinity Evaluation and Minimization Plan (SEMP). The CVRWQCB Letter indicated a SEMP was due on June 30, 2022. During our conference call with the CVRWQCB it was determined this request was made in error. PACE followed up with emailing the 2013 SEMP to all parties.

FEE

The ROWD will be completed for a lump-sum fee of \$40,000.

The following will be completed on a time-and-materials basis per attached Exhibit A, Standard Charges for Professional Services:

Task 200 – Additional Constituent Evaluation: \$ TBD

PACE is pleased to have this opportunity to respond to your Request for Proposal. If the above-proposed Scope of Services and fee are agreeable to you, please sign and return the enclosed Engineering Agreement authorizing us to proceed with these services.

Please call with any questions you have regarding our proposal.

Sincerely,



Jessica L. Chandler, P.E.
Project Manager

Enclosures

C: Ron LaRue, uw1@ci.dunsmuir.ca.us

Nicole Humphreys, nhumphreys@paceengineering.us

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Exhibit A

STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective through December 31, 2023

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Senior Engineering Consultant	E8	\$245
Managing Engineer	E7	\$245
Principal Engineer	E6	\$230
Senior Engineer	E5	\$212
Associate Engineer	E4	\$190
Staff Engineer/Grade 3	E3	\$170
Staff Engineer/Grade 2	E2	\$160
Staff Engineer/Grade 1	E1	\$146
Engineering Technician 4	T4	\$160
Engineering Technician 3	T3	\$145
Engineering Technician 2	T2	\$130
Engineering Technician 1	T1	\$114
One-Man Survey Crew	SC1	\$268
Two-Man Survey Crew	SC2	\$341
Two-Man Survey Crew (O/T)	SC2x	\$403
Three-Man Survey Crew	SC3	\$421
Survey Supervisor	SS1	\$198
Licensed Land Surveyor	LS1	\$179
Admin. Clerk 3	AD3	\$90
Admin. Clerk 2	AD2	\$80
Admin. Clerk 1	AD1	\$73

EXPENSES

Meals and Lodging: At cost (out-of-town and overnight work only).

Vehicle Transportation: Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.

Express Mail/Federal Express: At cost.

Outside Services and Fees: At cost plus 10% administrative fee.

Computers, Plotters, and Electronic Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

Refer to Exhibit A-1 for hourly rates on prevailing wage projects.

ENGINEERING AGREEMENT

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

CLIENT: City of Dunsmuir **PHONE:** _____

ATTENTION: Dustin Rief, City Manager **EMAIL:** citymanager@ci.dunsmuir.ca.us

ADDRESS: 5915 Dunsmuir Ave., Dunsmuir, CA 96025

PROJECT TITLE: City of Dunsmuir – 2023 Report of Waste Discharge

APN: _____ **CLIENT PROJECT NO:** _____

PROJECT DESCRIPTION:

Provide engineering services as stated below.

SCOPE OF SERVICES BY CONSULTANT:

See proposal letter dated December 5, 2022.

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

- Lump-sum amount payable per Item 21: \$40,000.
- At the CONSULTANT'S STANDARD RATES. (See attached Exhibit A) Estimated Fee: \$TBD
- Other. Describe: _____
- Special Billing Instructions: See proposal letter for a breakdown of fees.

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

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

CONSULTANT:

License No.: C 84911

By: *Jessica L Chandler*

Name/Title: Jessica Chandler, Associate Engineer

Date: December 5, 2022

CLIENT:

By: _____

Print Name: _____

Title: _____ Date: _____

Form of doing business: Owner, Partnership, Corporation

Standard Provisions of Agreement

1. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
2. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement contains the entire Agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreement, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
7. Consultant shall only act as an advisor in all governmental relations.
8. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers, documents, and drawings provided Client's account is paid current.
9. Client acknowledges that its right to utilize the services and work product provided pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this Agreement as well as all work product provided pursuant to this Agreement.
10. Client and Consultant agree to cooperate with each other in every way on the project.
11. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this Agreement.
12. Consultant makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services.
15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the two ALTA Survey Statements attached hereto and incorporated herein by reference. In the event that Consultant is required to sign a statement or certificate which differs from the ALTA Survey Statements contained in the attachment, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment.
16. If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of grading plans but exclude construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Appendix, Chapter 33 or local grading ordinances and Client will be required to retain such services from another Consultant or pay Consultant pursuant to this Agreement for such services as extra work in accordance with Provision 26.
17. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
18. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
19. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
20. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.

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

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

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

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

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

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

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

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

29. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



STAFF REPORT TO THE CITY OF DUNSMUIR CITY COUNCIL

January 5, 2023

ELECTRIC VEHICLE CHARGING STATIONS SECOND READING OF ORDINANCE 574 & ADOPTION OF EVCS CHECKLIST

PROJECT SUMMARY: The project is a second reading of Ordinance 574 adding Chapter 15.56, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction, of the Dunsmuir Municipal Code to create an expedited, streamlined permitting process for electric vehicle charging stations (EVCS). The project also includes adoption of an EVCS checklist pursuant to AB 1236 and Ordinance 574.

RECOMMENDATION: Adopt Ordinance 574 and Resolution 2023-01

ATTACHMENTS:

- A. Ordinance 574, An Ordinance of the City Council of the City of Dunsmuir Adding Chapter 15.56, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction, of the Dunsmuir Municipal Code
- B. Resolution 2023-01, A Resolution of the City Council of the City of Dunsmuir Adopting an Electric Vehicle Charging Stations Checklist

BACKGROUND

During the City Council's regularly scheduled meeting on November 17, 2022, the Council discussed the proposed adoption of Ordinance 574 to add Chapter 15.56, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction, of the Dunsmuir Municipal Code. Ordinance 574 was subsequently introduced for adoption upon a motion by Council Member Arth and a second by Council Member Lucchesi, with the Council voting unanimously to approve a first reading of Ordinance 574 by title only. With the introduction of Ordinance 574 now complete, the ordinance requires a second reading for adoption (see **Attachment A**). Once passed, Ordinance 574 becomes effective 30 days later.

At the November 17th City Council meeting, the future adoption of an electric vehicle charging stations (EVCS) checklist pursuant to AB 1236 and Ordinance 574 was discussed. The draft EVCS checklist was included as an attachment to the November 17th staff report and is attached hereto as "Exhibit A" to draft Resolution 2023-01, which is presented for the Council's consideration (see **Attachment B**).

ENVIRONMENTAL RECOMMENDATION

As discussed in the November 17th staff report and at the City Council meeting, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). A finding to this effect was made by the City Council on November 17, 2022, prior to the introduction of Ordinance 574. The City Council's CEQA determination is also reflected in Ordinance 574 and Resolution 2023-01.

SUGGESTED MOTIONS

To adopt Ordinance 574 and Resolution 2023-01, the City Council should make two separate motions. The first motion adopts Ordinance 574 and the second motion adopts Resolution 2023-01. The suggested motions should be made and approved sequentially, as follows:

1. I move that we adopt Ordinance 574, An Ordinance of the City Council of the City of Dunsmuir Adding Chapter 15.56, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction, of the Dunsmuir Municipal Code and that we read the ordinance by title only.
2. I move that we adopt Resolution 2023-01, adopting the EVCS checklist.

ATTACHMENT A
DRAFT ORDINANCE 574

ORDINANCE 574

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR ADDING
CHAPTER 15.56, ELECTRIC VEHICLE CHARGING STATIONS,
TO THE DUNSMUIR MUNICIPAL CODE**

WHEREAS, California Government Code Section 65850.7 requires that every city and county adopt an ordinance establishing an expedited, streamlined permitting process for electric vehicle charging stations; and

WHEREAS, the City Council recognizes the importance of the creation of an expedited, streamlined, and cost-effective permitting process for electric vehicle charging stations; and

WHEREAS, the City Council desires to facilitate convenient charging of electric vehicles and help reduce the community' s reliance on fossil fuels.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Dunsmuir does ordain as follows:

SECTION I: Chapter 15.56, Electric Vehicle Charging Stations, is hereby added to Title 15, Buildings and Construction, of the City of Dunsmuir Municipal Code to read as follows:

Chapter 15.56 – ELECTRIC VEHICLE CHARGING STATIONS

Sections

- 15.56.010 Definitions.
- 15.56.020 Purpose.
- 15.56.030 Applicability.
- 15.56.040 Electric vehicle charging system requirements.
- 15.56.050 Duties of the building official.
- 15.56.060 Permit review requirements.
- 15.56.070 Permit application timelines.

15.56.010 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code and delivers electricity from a source outside an electric vehicle into a plug-in vehicle.

“Electronic submittal” means the utilization of one or more of either electronic mail, the internet, or facsimile.

“Specific adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Feasible methods to satisfactorily mitigate or avoid the specific adverse impact include, but are not limited to, any cost-effective methods, conditions, or mitigations imposed by the city on other similarly situated applications in a prior successful application for a similar permit.

15.56.020 Purpose.

The purpose of this chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations.

15.56.030 Applicability.

This chapter applies to the permitting of all electric vehicle charging stations in the city. Electric vehicle charging stations legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

15.56.040 Electric vehicle charging system requirements.

- A. All electric vehicle charging stations shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission regarding safety and reliability.
- B. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.
- C. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

15.56.050 Duties of the building official.

- A. All documents required for submission of an electric vehicle charging system application shall be made publicly available on the city's website.
- B. By resolution, the city council shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review.
- C. The electric vehicle charging system permit process and checklist shall substantially conform to recommendations contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist contained in the Zero-Emission Vehicles in California: Community Readiness Guidebook adopted by the Governor's Office of Planning and Research.
- D. The building official shall allow the electronic submittal of the electric vehicle charging station application.

15.56.060 Permit review requirements.

- A. Review of the permit application shall be limited to the chief building official's review of whether the application meets local, state, and federal health and safety requirements. The application shall be administratively reviewed by the building official as a nondiscretionary permit.
- B. The city shall not condition approval of an application on the approval of an association, as that term is defined by Civil Code Section 4080.

- C. An application for an electric vehicle charging station shall be deemed complete and the permit available for issuance, when the building official determines that the application satisfies all the requirements found in the checklist.
- D. If an application is deemed incomplete, a written plan check correction notice will be available to the applicant within ten (10) working days, detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be given to the applicant for resubmission.
- E. The building official, in consultation with the city manager, may require an applicant to apply for a conditional use permit if the building official finds, based on substantial evidence, that the electric vehicle charging station could have a specific adverse impact upon the public health and safety. The building official's decision to require a conditional use permit may be appealed by the applicant to the planning commission pursuant to the appeals process in DMC Title 17 (Zoning).
- F. If a conditional use permit is required, the application for the conditional use permit may be denied if the planning commission makes written findings, based upon substantial evidence in the record, that the proposed installation would have a specific adverse impact upon the public health or safety and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Such findings shall include the basis for the rejection of potential feasible alternatives for preventing the specific adverse impact. Such decisions may be appealed to the city council pursuant to the appeals process in DMC Title 17 (Zoning).

15.56.070 Permit application timelines.

- A. An application for twenty-five (25) or fewer electric vehicle charging stations at a single site shall be deemed complete if after five (5) business days the building official has not found the application to be complete or issued a written deficiency notice containing the following information:
 - 1. Details regarding the changes needed to make the application consistent with the city's electric vehicle charging station permit checklist; and
 - 2. Identification of specific information necessary for the building official to conduct a limited review of whether the project meets all health and safety requirements.
- B. An application for more than twenty-five (25) electric vehicle charging stations at a single site shall be deemed complete if after ten (10) business days the city has not found the application to be complete or issued a written deficiency notice containing the information required pursuant to subsections (A)(1) and (A)(2) of this section.
- C. If not already approved or denied pursuant to the requirements of DMC Section 15.56.060 (Permit review requirements), an application for twenty-five (25) or fewer electric vehicle charging stations at a single site shall be deemed approved twenty (20) business days after it was deemed complete, provided:
 - 1. The city has not made a finding, based on substantial evidence, that the electric vehicle charging station(s) could have a specific adverse impact upon the public health or safety;
 - 2. The city has not required the applicant to apply for a use permit as specified in subsection E of DMC Section 15.56.060 (Permit review requirements); and
 - 3. An appeal has not been made to the planning commission pursuant to the appeals process in DMC Title 17 (Zoning).

- D. If not already approved or denied pursuant to the requirements of DMC Section 15.56.060 (Permit review requirements), an application for more than twenty-five (25) electric vehicle charging stations at a single site shall be deemed approved forty (40) business days after it was deemed complete if:
1. The city has not made a finding, based on substantial evidence, that the electric vehicle charging station(s) could have a specific adverse impact upon the public health or safety;
 2. The city has not required the applicant to apply for a use permit as specified in subsection E of DMC Section 15.56.060 (Permit review requirements); and
 3. An appeal has not been made to the planning commission pursuant to the appeals process in DMC Title 17 (Zoning).

SECTION II: FINDINGS: Because there is not substantial evidence, in light of the whole record before the City, that this ordinance would have a significant impact on the environment, the City Council has determined that this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION III: CONSTITUTIONALITY: If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase of this ordinance irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases be declared unconstitutional.

SECTION IV: This ordinance shall become effective thirty (30) days after its passage, and within fifteen (15) days after its adoption it shall be posted in three public places in the City of Dunsmuir in accordance with Government Code Section 36933.

PASSED AND ADOPTED this ____ day of _____ 2023, at a regular meeting of the City of Dunsmuir City Council by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

, Mayor

ATTEST:

Wendy Perkins, Deputy City Clerk

ATTACHMENT B
DRAFT RESOLUTION 2023-01

RESOLUTION 2023-01
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR
ADOPTING AN ELECTRIC VEHICLE CHARGING STATIONS
EXPEDITED PERMITTING PROCESS CHECKLIST

WHEREAS, in 2015, the State of California adopted AB 1236 requiring that cities and counties adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations (EVCS); and

WHEREAS, in 2021, the State adopted AB 970 to build on the State’s existing permit streamlining law by adding timelines for EVCS application review and approval; and

WHEREAS, on January 5, 2023, the City Council adopted Ordinance 574 in compliance with AB 1236 and AB 970; and

WHEREAS, Ordinance 574 becomes effective on February 4, 2023, and adds Chapter 15.56, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction, of the Dunsmuir Municipal Code (DMC); and

WHEREAS, AB 1236 and DMC Section 15.56.050 (Duties of the building official) require that the city council, by resolution, adopt an EVCS checklist of all requirements with which EVCS must comply to be eligible for expedited review; and

WHEREAS, the EVCS checklist required by AB 1236 and DMC Section 15.56.050 includes only objective requirements for EVCS installations and is attached hereto as “Exhibit A”; and

WHEREAS, on November 17, 2022, the City Council found that adoption of Ordinance 574 and the EVCS checklist do not have the potential to cause a significant effect on the environment and are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts the EVCS checklist attached hereto as “Exhibit A”.

IT IS HEREBY CERTIFIED that the foregoing Resolution 2023-01 was duly adopted on a motion by _____ and seconded by _____ at a regular meeting of the City of Dunsmuir City Council held on the 5th day of January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF DUNSMUIR CITY COUNCIL

, Mayor

WITNESS, my hand and seal this 5th day of January 2023

Wendy Perkins, Deputy City Clerk

Expedited Permitting Process for Electric Vehicle Charging Stations

Purpose: This document provides all of the needed links to forms and checklists necessary to utilize Dunsmuir's Expedited Permitting Process for Electric Vehicle Charging Stations (EVCS). This process provides an expedited and streamlined permitting process for qualifying EVCS systems. Once all of the documentation is correctly and fully completed and submitted, a permit will be processed and approved for issuance in a timely manner (usually 3 to 5 business days).

Instructions:

- Step 1** Download, review and complete the Dunsmuir Electric Vehicle Charging Stations (EVCS) Checklist below. Submit all information requested on the checklist.
- Step 2** Fully complete and sign a [Building Permit Application](#) form.
- Step 3** Complete and sign the [Smoke Alarm & Carbon Monoxide Alarm Declaration](#) form (if applicable).
- Step 4** Submit all of the required documentation (Step 1 through Step 3) to the City of Dunsmuir. The Building Department will notify you when the documents have been reviewed and approved and the permit is ready to be issued.

Submittal Requirements Checklist for Permitting of Electric Vehicle Charging Stations (EVCS)

This checklist is provided to guide applicants through a streamlined permitting process for Electric Vehicle Charging Stations (EVCS).

1. Approval Requirements

- A. The Building Department will conduct the plan review and inspection for EVCS installations.
- B. Planning Department plan review approval is not required for EVCS installations unless the Building Official determines that the proposed EVCS will have a specific, adverse impact upon the public health or safety.
- C. Fire Department plan review and inspection approval is not required for EVCS installations unless the system includes a stationary storage battery system as defined in the CA Fire Code.

2. Submittal Information

- A. All forms and checklists described herein are available on the City of Dunsmuir Building Department webpage located at www.ci.dunsmuir.ca.us/building-department.
- B. A [Building Permit Application](#) (available at City Hall or on Building Department webpage) is required for all EVCS installations.
- C. One copy of this checklist must be completed and submitted to the Building Inspector along with the Building Permit application. Please provide an explanation for any checklist item not completed or met.
- D. Provide three (3) sets of plans for the proposed EVCS (11" x 17" plan size; 1/8" = 1'-0" minimum scale, 9 pt. Arial or equal font size or 1/8" minimum neatly hand printed lettering). Plan submittals shall include, but not be limited to the following:
 - 1. A Title Page
 - 2. A Site Plan **[Not required for Level One or Level Two EVCS equipment installed within an existing one- or two-family residential structure (e.g., garage or carport).]**
 - 3. An Electrical Floor Plan **[Not required for exterior EVCS equipment installations.]**
 - 4. A Single-Line Electrical Diagram **[Not required for Level 1 charging station Load Calculations.]**

3. General Requirements for EVCS to be Shown and Noted on Plans

Use the following checklist items for preparation and submittal of your plans. The level of detail and the specific plan requirements will depend upon the extent, nature and complexity of the work to be done. All applicable checklist items must be noted or specified on the plans. Indicate the plan sheet number where the applicable requirement is shown or specified.

4. Type of EVCS (please check one)

Check One	Type of Charging Station(s) Proposed	Power Levels (proposed circuit rating)
	Level 1	110/120 VAC at 15 or 20 Amps
	Level 2 - 3.3 kW (low)	208/240 VAC at 20 or 30 Amps
	Level 2 - 6.6 kW (medium)	208/240 VAC at 40 Amps
	Level 2 - 9.6 kW (high)	208/240 VAC at 50 Amps
	Level 2 - 19.2 kW (highest)	208/240 VAC at 100 Amps
	DC Fast Charging	440 or 480 VAC
	Other (Specify and provide details):	

5. Submittal Requirements Checklist for EVCS

PERMIT APPLICATION REQUIREMENTS		
Yes	No	1. Is the permit application complete with the following information: <ul style="list-style-type: none"> • Project address and parcel number; • Owner name, address, and phone number; • Contractor name, address, phone number, and contractor’s license number; and • Other information requested on the permit application form?
Yes	No	2. Is an electrical load calculation included with the permit application? (CEC ¹ 220)
Yes	No	3. Based on the required load calculation ² , is an electrical service panel upgrade required?
Yes	No	If yes, do plans show and specify the electrical service panel upgrade?
	N/A ³	
Yes	No	4. Is the EVCS branch circuit conductor appropriately sized for a continuous load of 125% of the EVCS equipment plus any other non-continuous loads per CEC 210.19?

PLANS		GENERAL
Yes	No	<p>5. Do the drawings meet the following standards?</p> <ul style="list-style-type: none"> • Drawn to scale. • Paper not less than 11" by 17" (24" x 36" preferred). • Landscape orientation. • Text printed in not less than 9-point Arial font or font of equal size or 1/8" minimum neatly hand printed lettering.
Yes	No	<p>6. Do the plans include a Title Page that includes at least the following property information?</p> <ul style="list-style-type: none"> • Property address. • Name, address, and phone number of the property owner. • Name, address, phone number, and license number of the person responsible for the EVCS system design. • Codes applicable to the project. • Occupancy and use of the facilities. • Narrative description and scope of the proposed work.
Yes	No N/A	<p>7. Is a Site Plan included with the permit application that includes the following information? <i>[Not required for Level One or Level Two EVCS equipment installed within an existing one- or two-family residential structure (e.g., garage or carport).]</i></p> <ul style="list-style-type: none"> • Location and name of structure(s) on the site. • Property lines, streets, lot dimensions, north arrow, and distance from property lines to structures and the proposed EVCS equipment. • Dimensioned parking improvements, driveways, etc. • EVCS equipment, main electric service panel, disconnects, and overcurrent protection locations. • Underground conduit locations and routing. • Location of additional meter, if applicable. • All site-related accessibility requirements prescribed by CA Building Code (CBC). • Sections 11B-228 and 11B-812 are shown and fully specified. <i>[Applicable only to commercial facilities, public and common use areas, public accommodations, and public housing as defined in the CA Building Code.]</i> • Detailed and specific site of all related proposed work. <i>[See additional requirements below.]</i>

<p>Yes No N/A</p>	<p>8. Is an Electrical Floor Plan included with the permit application that includes the following information? <i>[Not required for exterior installations.]</i></p> <ul style="list-style-type: none"> • Plan view of the location of the proposed EVCS equipment including the use of the space or area where the EVCS will be installed. • All applicable electrical plan related requirements of CEC Article 625 are shown or specified on the plan. • All electrical plan related accessibility requirements prescribed by CA Building Code (CBC) Sections 11B-228 and 11B-812 are shown and fully specified. <i>[Applicable only to commercial facilities, public and common use areas, public accommodations, and public housing as defined in the CA Building Code.]</i> • Detailed and specific plan of all related proposed work. <i>[See additional requirements below.]</i>
<p>Yes No N/A</p>	<p>9. Is a Single-Line Electrical Diagram included with the permit application that includes the following information? <i>[Not required for Level 1 charging station installations.]</i></p> <ul style="list-style-type: none"> • List and label all EVCS supply equipment. • Conductor and conduit size, type, and location. • Size of the over current device (circuit breaker) supplying the EVCS. • The size and location of the main electric panel, distribution panels (sub panels), overcurrent protection, disconnects, additional meters, and EVCS equipment. • The type (level), voltage, and ampacity for each charging station. • All equipment labeling requirements per CEC 625.15.
<p>Yes No</p>	<p>10. Are two (2) sets of the EVCS Manufacturer Installation Details and Specifications included with the permit application?</p>
<p>Yes No N/A</p>	<p>11. Are two (2) copies of Electrical Service Load Calculations provided for sizing of the electrical service panel pursuant to CA Electrical Code (CEC) Article 220? <i>[NOTE: Make sure to include 125% of the EV charging station load in the calculation.]</i></p>
<p>Yes No N/A</p>	<p>12. If the EVCS equipment is listed for charging electric vehicles that require ventilation for indoor charging, is a Mechanical Plan showing and specifying all of the ventilation requirements prescribed by CEC 625.52 included with the permit application?</p>
<p>Yes No</p>	<p>13. Is the project site located outside of a 100-year flood hazard zone? <i>[NOTE: If the charging equipment is located within a 100-year flood hazard zone, the EVCS equipment shall be elevated above the base flood elevation. The base flood elevation must be determined and an elevation certificate submitted by a registered civil engineer or licensed land surveyor.]</i></p>

PLANS	2016 CALIFORNIA ELECTRICAL CODE - MINIMUM PLAN REQUIREMENTS
Yes No Sheet # _____	14. Do the plans indicate that the installation shall meet all requirements of the 2016 California Electrical Code - Article 625 for Electric Vehicle Charging Systems?
Yes No Sheet # _____	15. Do the plans identify the amperage and location of the existing (or new) electrical service panel, and is the service panel sized in accordance with the electrical service load calculations? (CEC 220)
Yes No Sheet # _____	16. Do the plans indicate the size of the service entrance conductors?
Yes No Sheet # _____	17. Do the plans indicate that the charging equipment shall have a Nationally Recognized Testing Laboratory (NRTL) approved listing mark? (UL 2202/UL 2200)
Yes No Sheet # _____	18. Does the single-line electrical diagram show and specify the required overcurrent protection for the proposed EVCS?
Yes No Sheet # _____	19. Are conduit and conductor size and type specified, and are the routes and requirements for their installation (e.g., within framing, mounted to structures, underground, etc.) shown?
Yes No Sheet # _____	20. Do the plans specify that the electric vehicle charging system shall be installed in accordance with manufacturer's installation instructions and shall be suitable for the environment (indoor/outdoor) in which they will be installed?
Yes No Sheet # _____	21. Do the plans specify where the labeling of the EVCS equipment (i.e., "FOR USE WITH ELECTRIC VEHICLES", "VENTILATION NOT REQUIRED", "VENTILATION REQUIRED", etc.) is required? (CEC 625.15)
Yes No N/A	22. If a dedicated electrical meter is to be installed for the electric vehicle charging system, is an approval letter from Pacific Power being provided to the Building Department? [NOTE: If a single mast will continue to be used to serve two meters, ensure that the service entrance conductors are sized for the sum of the two meters, in accordance with CEC Article 310.]
Yes No N/A Sheet # _____	23. If the EV charging equipment is rated more than 60 amps or more than 150V to ground, do the plans specify that the disconnecting means shall be lockable open and shall be provided in a readily accessible location? (CEC 625.42)
Yes No Sheet # _____	24. Do the plans specify that the EVCS equipment disconnecting means shall be identified with a durable label stating, "Emergency Power Off – Electric Vehicle Charging Station"? (CEC 110.21)
Yes No Sheet # _____	25. Do the plans specify that the main service conductors and the equipment for the protection of electrical service (e.g., disconnecting means, overcurrent protection, etc.) will be installed in accordance with CEC Article 230?

Yes No N/A Sheet # _____	26. If trenching is required, is a trenching detail provided on the plans showing compliance with the minimum cover requirements pursuant to CEC 300.5? [NOTE: trenching for electrical feeders from structure to structure must comply with CEC 225.]
Yes No N/A Sheet # _____	27. Is physical protection, such as a bollard, shown and detailed on the plans when vehicle impact protection for EVCS equipment is required? (CEC 110.27 (B) [NOTE: Typically not required for Level 1 EVCS. Physical protection from damage is often a 4" diameter steel pipe filled with concrete, a minimum of 40" above the finished floor/grade, installed in a footing measuring 12" in diameter and 3' deep.])
Yes No Sheet # _____	28. Do the plans show and specify the mounting height for the charging coupling (the connector nozzle) and the operable controls? [NOTE: If installed indoors, the electric vehicle charging coupling shall be located between 18" and 48" above the finished floor. If installed outdoors, the electric vehicle charging coupling shall be located between 24" and 48" above the finished grade. (CEC 625.50 and CBC 11B-309)]
Yes No N/A Sheet # _____	29. If the EVCS is installed within in a building containing an R (residential) occupancy, do the plans show and specify the location for all required smoke and carbon monoxide alarms within the dwelling(s)? (CBC 907.2.11, CBC 915, CRC R314 and CRC R315) [NOTE: In lieu of showing and specifying the location for all required smoke and carbon monoxide alarms within the dwelling(s), a Smoke & Carbon Monoxide Alarm Self Verification form, available on the Building Department webpage, may be completed, signed, and submitted with the application.]
PLANS	2016 CALGREEN REQUIREMENTS
Yes No N/A	30. Does the number of proposed electric vehicle charging spaces conform to the Tier 1 requirements of California Green Building Code (CGBC)? (CGBC A4.106.8.2 and A5.106.5.3) [Only applies to newly constructed multifamily residential and newly constructed nonresidential projects.]

¹ CEC means the 2016 California Electrical Code

² Load Calculation: The size of the existing service MUST be equal to or larger than the minimum required size of main service breaker as determined by the load calculations required by CEC article 220. If the existing service panel is smaller than the minimum required size of existing electrical services, then a new upgraded electrical service panel must be installed in order to handle the added electrical load from the proposed EVCS.

³ N/A means Not Applicable to the project.



City of Dunsmuir

STAFF REPORT	
RE: Disaster Preparedness Advisory Committee Summary	MEETING DATE: January 5, 2023
SUBMITTED BY: Dustin J. Rief, City Manager	
PURPOSE OF REPORT: <input checked="" type="checkbox"/> Information only <input type="checkbox"/> Discussion <input type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL: Attached is the year end summary for DPAC

BACKGROUND/DISCUSSION:

The City of Dunsmuir City Council has established the Disaster Preparedness Advisory Committee to engage in activities around planning and prevention of natural Disasters that have the potential to impact Dunsmuir. DPAC has provided a summary of activities and recommendations moving forward.

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: N/A

Attachments:

**City of Dunsmuir
Disaster Planning Advisory Committee (DPAC)**

December 20, 2022

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

FROM: DPAC Members: Paul Blackwell, Brian Shirley, and Lynda Scheben

SUBJECT: DPAC 2022 Summary Report and Recommendations

We hope this finds you well and enjoying what our region has to offer.

It has been a pleasure to work with you and the City staff on DPAC related activities this year. Thank you for sending out the flood risk information to our residents, supporting the CORE effort this summer and providing the green waste event in November. You and your staff are much appreciated.

As per our charter, please find our 2022 year-end summary and recommendations attached. We are pleased with the committee's accomplishments and hope you find this useful.

Please note that we three remaining members of the committee will term out on March 7, 2023 and will not be seeking reappointment. We will be furthering our work with Firewise and Stop the Bleed but will do so independent of the DPAC committee.

We encourage the City to renew the committee's charter with a new group of members.

Thank you for the opportunity to serve the community!

c. Bruce Deutsch, City Council liaison to DPAC
Matthew Bryan, Mayor
Wendy Perkins, Administrative Assistant

Attachment:

1) DPAC 2022 Summary Report and Recommendations

City of Dunsmuir - Disaster Planning Advisory Committee (DPAC)

2022 DPAC End of Year Summary Report and Recommendations

1) DPAC activities:

- a) Continued to meet monthly via ZOOM, held 11 meetings in 2022
- b) Provided public education through seven DPAC e-newsletters
- c) Worked with Councilman Deutsch to develop and promote DPAC member recruitment
- d) Partnered with Fire Safe Council of Siskiyou County to successfully provide fuels mitigation and wildfire prevention activities for Dunsmuir:
 - i) Received large 4-year Dunsmuir Fuels Mitigation Project from CAL FIRE
 - ii) Recruited CORE (Community Organized Relief Effort) and completed defensible space work on 45 homes, promoted Zonehaven, and wildfire education
 - iii) Provided home hardening and defensible space training in Dunsmuir
 - iv) Collaborated on Fire Friday educational events and initiated Firewise community activities and planning
- e) Developed “Stop the Bleed” awareness campaign, training and advocacy for Dunsmuir, Mount Shasta, and the region.
 - i) Provided vulnerability assessments for Dunsmuir and Mount Shasta schools
 - ii) Developed trainings to be completed in January 2023 which will include Stop the Bleed (training bystanders to help in a bleeding emergency before professional help arrives), situational awareness, and tactical mindset
- f) Provided flood risk, flood preparation, National Flood Insurance and Zonehaven/Code Red emergency information for residents, staff, and business owners.
- g) Continued research on potential audible emergency warning/horn system improvements
- h) Assisted with City’s green waste drop-off event and continued leadership/planning to expand green waste disposal options

2) Recommendations to Staff and Council:

- a) **Recruit new DPAC members.** The remaining 3 members (Blackwell, Shirley and Scheben) term out on March 7, 2023, and will not be seeking reappointment.
- b) **Assist with Stop the Bleed by purchasing trauma kits for the city and support city staff to participate in trainings.**
- c) **Continue to seek grants and resources for hazard mitigation staff and activities.**
- d) **Collaborate on the Dunsmuir Fuels Mitigation Project and continue to support Dunsmuir’s efforts to become a Firewise community.**

December 20, 2022



City of Dunsmuir

STAFF REPORT	
RE: Council Reorganization	MEETING DATE: January 5, 2023
SUBMITTED BY: Dustin J. Rief, 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: Selection of the Mayor and Vice-Mayor, selection of Committee assignments.

BACKGROUND/DISCUSSION:

The City of Dunsmuir City Council Protocols call for the selection of the Mayor and Vice-Mayor at a regular meeting after the certification of the election results. The meeting that had the certification of results on it was a special meeting due to delays in the county certified results.

OPTIONS: Select a Mayor, Vice-Mayor and committee Assignments for 2023

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: Motions for Mayor

Motions for Vice-Mayor

Motions for committee assignments

Attachments:

City of Dunsmuir
Elected, Appointed and Assigned As of:
December 30, 2022

ELECTED

City Council

Meets twice monthly, currently on 1st and 3rd Thursdays

Juliana Lucchesi	elected November 2022	term ends November 2026
Bruce Deutsch (Vice Mayor)	elected November 2020	term ends November 2024
Dave Keisler	elected November 2020	term ends November 2024
Matthew Bryan (Mayor)	elected November 2022	term ends November 2026
Michael Clarno	elected November 2022	term ends November 2026

City Treasurer

Mario Rubino	elected November 2020	term ends November 2024
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APPOINTED

Planning Commission

Meets once monthly currently on 2nd Wednesday

Michael Sanchez	appointed April 13, 2022	term ends June 30, 2024
Carol Skalko	appointed October 1, 2018	term ends June 30, 2024
Don Harley	appointed January 22, 2014	term ends June 30, 2024
Craig Kay*	appointed December 1, 2017	term ends June 30, 2024
Michelle Feasby	re-appointed July 2022	term ends June 30, 2026
Chrissy Thomure *	re-appointed July 2022	term ends June 30, 2026
Dwight Bailey	re-appointed July 2022	term ends June 30, 2026

Craig Kay Nominated Chair December 8, 2021 and Historic District Delegate

Carol Skalko Nominated Vice Chair December 8, 2021

Thomure nominated Historic District delegate December 8th, 2021

*Historic District Delegates

Committees:

Finance Committee

Purpose: To provide oversight of city finances and debt management, bond ratings, grants and loans

Councilmembers: Dave Keisler, Juliana Lucchesi

Officials: City Treasurer Mario Rubino

Staff: City Manager, Finance Director

Two Citizen members

Meets: Monday prior to City Council meetings

Disaster Planning and Advisory Committee

Purpose: To provide recommendations on City Actions pertaining to disaster mitigation, planning, and recovery.

Standing committee with public members: Brian Shirley: Chair, Lynda Scheben, Vice Chair

Paul Blackwell, Michael Clarno

Staff: City Manager, Contract Planning, Fire Chief when needed

Meets Monthly: 4th Thursday of the month at 6pm in the Dunsmuir City Council Chambers

Solid Waste Committee

Purpose: Develop recommendations for current and future solid waste services to inform the prop 218 process; recommend strategies to address state mandates on organics for composting; and address future solid waste initiatives as needed.

Councilmembers: Arth (now vacant), Lucchesi

Three Citizen members: Mike Dellabonna, Alex Brendel (appointed 9/2/2021), one vacancy

Meets Monthly: 2nd Mondays

Ad Hoc Committees

Purpose: To review and report findings and recommendations to City Council and once project is completed the committee will cease

Airport Advisory Ad Hoc Committee:

Purpose: To consider and review all activities of Mott airport including the feasibility of municipal solar farm or public/private partnership of same, new business park.

Bruce Deutsch

Juliana Lucchesi

Assignments:

Purpose is to represent City and report back findings and recommendations to the City Council.

League of Local Agencies (LOLA)

Purpose: Mayors' select committee makes appointments of Councilmembers to serve on County Boards/Commission representing City interests, LOLA meets in open session to discuss Countywide concerns of cities

Councilmembers: Mayor and/or Vice Mayor (Matthew Bryan, Bruce Deutsch)

Staff: City Manager

Siskiyou County Solid Waste Joint Powers Authority

Integrated Solid Waste Management Regional Agency (Regional Agency), for a unified effort to reduce the amount of solid waste disposed in permitted disposal facilities.

City Manager and Juliana Lucchesi

Dunsmuir Recreation and Parks District, Board of Directors

Mayor and Council appoint three citizens to serve and represent City and report to City Council

Three appointments: Ellen McArron, Kate O’Grady, Rami White

Terms expire June 30, 2024

CDBG Loan Committee

Purpose: To review and approve applications for business and residential loans funded by CDBG and program income

2 Citizen Members: Len Foreman, Marc Rowley

Staff: City Manager and Finance Director

Meets on call in CLOSED executive session

IRWM (Integrated Regional Water Management)

Purpose: To attend Board, TAC, and other meetings of IRWMP and oversee city’s participation in concert with other governmental and non-governmental agencies and tribes

Councilmembers: None

Staff: City Manager and/or Finance Director (Blake Michaelsen)

Meets on call of IRWMP Board and TAC chairperson

Collier Interpretive and Information Center (CIIC)

Purpose: The Collier Interpretive and Information Center Is a Joint Powers Authority (JPA) that was created to support the Collier Rest Area as an informational/cultural/tourism interpretive center. The 10 members of the JPA Board of Directors are appointed by the participating cities and agencies.

Dunsmuir representative: Marc Rowley

Meets: Fourth Tuesday of each month.

Public Safety Committee – To liaison with the Sheriff’s Department– in charge of overseeing contract with Sheriff’s department and to negotiate MOU which will take effect July 1, 2022.

Councilmembers: Lucchesi, Bryan

Meets: Quarterly

Airport Land Use Committee - A county committee dedicated to maintaining land use surrounding Dunsmuir Airport

Councilmember: Lucchesi

Unresolved Committees or Committees with No Charge

Economic Development/Tourism (No charge and inconsistent meeting)

Purpose: To develop an economic development strategy and incentive program

Councilmembers: Deutsch, Bryan

Meets as needed

Chamber of Commerce Liaison (No charge or purpose statement)

Councilmember: Deutsch

Meets second Tuesday of each month

Neighborhood Watch (Inconsistent meeting, no charge)

Purpose: To attend monthly meetings of Neighborhood Watch in Dunsmuir

Councilmembers: Keisler, Deutsch

Staff: Sheriff's Department representative

Meets second Thursday of month

CONCLUDED:

Short-term rental Ad Hoc Committee:

Purpose: Assist the City of Dunsmuir in its review and refinement of draft short-term rental regulations.

Two City Council members: Mayor Bryan and Vice Mayor Keisler

1 Staff - City Manager Juhasz

Two citizen members: Dave Theno and Eden Dahlstrom

Two planning Commissioners: Spurlock & Warner (in Spurlock's absence Kay may fill-in)

Water/Sewer Rate Study Ad Hoc Committee

Purpose: Provide review and input on proposed changes to the City's sewer and water rates.

Councilmembers: Deutsch, Keisler

Citizen Members: Kathryn Wallace, Louie Dewey

Pace Engineering

Staff: City Manager