

**AGENDA FOR THE REGULAR MEETING  
DUNSMUIR CITY COUNCIL  
COUNCIL CHAMBERS  
5902 DUNSMUIR AVE, DUNSMUIR, CA  
September 19, 2019  
CLOSED SESSION: None  
REGULAR SESSION: 6:00 PM**

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

- 1. CALL TO ORDER AND FLAG SALUTE**
- 2. ROLL CALL**
- 3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**
  - A. Marcus Beverly - SCORE
- 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 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. Meetings that take place on dates other than the 1<sup>st</sup> and 3<sup>rd</sup> Thursday will not be televised.

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

- 5. COUNCIL AND STAFF COMMENTS**
- 6. COMMITTEE REPORTS**
- 7. APPROVAL OF MINUTES**
  - A. September 5, 2019
- 8. CONSENT AGENDA:**

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

- A. Check Register 08.30.2019 – 09.13.2019

B. Road Closure Amendment for Steampunk Festival – Closure of east bound upper Pine Street through noon on Monday for pickup of stage by City of Weed

**9. PUBLIC HEARING: None**

**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.

**10. OLD BUSINESS**

- A. Introduction and first reading of Hazardous Vegetation Ordinance
- B. Discussion and possible action regarding Transactions and Use Tax (TUT) increase on March 2020 primary ballot
- C. Discussion and possible action regarding Transient and Occupancy Tax (TOT) increase in City of Dunsmuir

**11. NEW BUSINESS**

- A. LS Networks request for easement to install fiber optics along the Dunsmuir Airport

**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, Dunsmuir Park and Recreation District Office and at the Post Office on or before 6:00 PM September 16, 2019.**

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

**CERTIFICATION**

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

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

09-16-2019  
Date

**DUNSMUIR CITY COUNCIL  
MINUTES  
SEPTEMBER 5, 2019**

**1. CALL TO ORDER AND FLAG SALUTE**

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

**2. ROLL CALL**

Councilmembers present: Arth, Bryan, Deutsch, Keisler, Lucchesi

Staff present: City Manager Juahsz, Finance Director Michaelsen, Sgt. Whetstine,  
Deputy City Clerk Iskra

**3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

**A. Christopher Schrievers**

Keisler presented a Certificate of Appreciation to Christopher Schrievers for his generosity in donating his allowance to the pool so other children could swim for free.

**B. Destruction of American flags by Boy Scouts**

Scout Master Arthur Boyd from Troop 37 accepted flags from the City of Dunsmuir for destruction. This will be done at a Boy Scout meeting and helps teach the scouts reverence for the American flag.

**4. PUBLIC COMMENT**

Paul Blackwell from the DPAC committee thanked the City and the volunteers for help in collecting over 8 tons of leaves, branches and brush at the recent City of Dunsmuir Green Waste event.

Devon Warner, Planning Commissioner, asked about the list of goals Planning Commissioners submitted to the Mayor. She is hoping to bring a bicycle race to Dunsmuir next year.

Michael Bush stated the Council agenda packet was not on the podium for the public to review. Deputy City Clerk stated the agenda was on the podium and was given to Sgt Whetstine at the meeting.

Lupita Franco from CalTrans and Ed Kernaghan, president of Shea Construction, discussed the upcoming changes to the southbound offramp closures due to the I5 construction. Exit 730 southbound will be closed for several weeks while new concrete is poured and allowed to cure. Southbound drivers will have to use exit 729 south of Dunsmuir. The construction crew is working as quickly as possible to complete the project. CalTrans notify residents that live along I5 about the occasional night work schedule.

David Hicks suggested adding speed humps to our main streets to reduce speeding in some neighborhoods.

Paris Petrick from SMC stated that there is a new updated website and will be live streaming the COS games.

**5. COUNCIL AND STAFF COMMENTS**

Arth thanked the Green Waste Day committee for the successful event. He thanked the City of Dunsmuir for the work on the sidewalk and pavers. He reminded everyone of the event at POPS to meet Todd Juhasz, the new City Manager and listen to the panel assembled for that evening. There will be a fund raising BBQ at the Eagle's Hall on September 15 for the Ralston's who would like to open a BBQ restaurant in Dunsmuir. He stated a resident asked him why there are barriers in the Sacramento River behind the Union Pacific yard.

Keisler thanked the Green Waste Day volunteers for a great day. Engine 1727 will be painted and the engine compartment closed off for safety.

Bryan welcomed Todd Juhasz. He stated that the TUT increase process may take longer than expected.

Deutsch reminded everyone of the new Steampunk event to be held on September 21 and 22 in downtown Dunsmuir. It is a costume party mixing sci-fi and fantasy from the 1870's.

Mayor Lucchesi suggested that some of our community organizations might be able to get some technical assistance from the Ford Family Foundation. The City is operating in a deficit partially due to the community promotions funding given to Dunsmuir community organizations. The IRWM ranked the City high but we now may be ineligible for this funding. The City may need to submit new projects.

**6. COMMITTEE REPORTS**

Arth stated he is waiting to meet with the Public Services Committee and Keisler.

Lynda Scheben reminded everyone of the Wildfire Evacuation and Preparedness meeting on September 26 at the Community Building at 6:00 pm. Many groups will present information. Deutsch noted that Neighborhood Watch needs Block Captains. The meeting is every second Thursday of the month.

Keisler stated the smoke in the air is from the Red Bluff fire.

**7. APPROVAL OF MINUTES:**

Motion by Keisler to approve the minutes of August 15, 2019 and seconded by Arth.

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

**8. CONSENT AGENDA:**

- A. Appointment of City Manager Juhasz to SCORE
- B. Check Register: August 16 – August 23, 2019
- C. Maintenance of Effort – Public Safety
- D. Proclamation for Childhood Cancer Awareness Month
- E. Approval of ABC License for Cobra Lily Café Bar

Motion to approve items A – D of the Consent Agenda by Keisler, seconded by Arth.

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

Motion by Keisler to approve item E of the Consent Agenda, seconded by Bryan.

AYES: Bryan, Deutsch, Keisler, Lucchesi

NOES: None

ABSENT: None

ABSTAIN: Arth 4-0-0-1

**9. PUBLIC HEARINGS- None**

**10. OLD BUSINESS - None**

**11. NEW BUSINESS**

**A. Introduction and first reading of Hazardous Vegetation Ordinance**

Mayor Lucchesi introduced the Hazardous Vegetation Ordinance for its first reading.

After council discussion, it was suggested to table it to the next meeting for changes.

Public Comment: David Hicks has concerns about the wording including the size of the trees to be trimmed up from the ground, climbing vines and other wording.

Motion by Deutsch to table the first reading of the Hazardous Vegetation Ordinance to the next meeting, seconded by Keisler.

AYES: Arth, Bryan, Deutsch, Keisler, Lucchesi

NOES: None

ABSENT: None

ABSTAIN: None 5-0-0-0

Arth stated this is the most important thing the City has discussed. He thanked Chief Padilla for his work on this document.

**B. Consider and authorize City Manager to sign Professional Services Agreement for SB2 Planning Grant**

City Manager Juhasz introduced the proposal for the SB2 grant and explained it is a non-competitive grant for up to \$160,000 for housing concerns. It will cost the City \$5,000 to prepare the grant based upon this contract.

Rico Tinsman explained that this is free money for non-competitive housing needs. He is currently working with four other cities. The City would have to spend the money and then receive reimbursement from the state. There are several choices the City could make to use this money including an update to our Housing Element which is due in 2021. There is a tight timeline and we would need to get started on a date for a public workshop right away.

Public Comment: Devon Warner stated this has been an important topic at the Planning Commission meetings. Airbnb rentals are increasing, the City has limited vacant land and the House of Glass needs to be handled.

Council Comment: Deutsch stated that the Council needs to review the short term rentals in Dunsmuir. We need to resolve the House of Glass issues.

Arth stated he has worked with Rico Tinsman previously and he is good at what he does. His issues of concern are: House of Glass, the airport, Traveler's Hotel, annexation and many more.

Rico Tinsman agreed that real estate agents and developers should attend the workshop meeting.

Motion by Arth to authorize the City Manager to sign the Professional Services Agreement with Richard Tinsman, Consultant, to prepare and submit the SB2 application for the City of Dunsmuir for a fee of \$5,000, seconded by Keisler.

Roll Call Vote:	Arth	yes	
	Bryan	yes	
	Deutsch	yes	
	Keisler	yes	
	Lucchesi	yes	5-0-0-0

**12. FUTURE AGENDA ITEMS**

Under Old Business, the Hazardous Vegetation Ordinance.

Bryan asked for a TUT action plan.

Arth asked for a review of the Chamber of Commerce Community Promotions Funding. The Chamber requested \$15,000 and was approved for \$12,500. Arth also asked for a Planning/Vision meeting.

CM Juhasz stated the Council needs to brainstorm the Grade III and Code Enforcement positions which were approved by the Union and have a discussion about the TUT funding increase.

**13. ADJOURNMENT**

Consensus by the City Council to adjourn the meeting at 7:47.

\_\_\_\_\_  
Mayor Lucchesi

ATTEST:

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

\_\_\_\_\_  
Date

Check Register Report

09/13/2019

Date: 09/13/2019

Time: 11:07 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
<b>U.S. BANK Checks</b>							
52848	08/30/2019	Printed		145	AAMIGO SUPPLY INC.	caboose sprinkler system	424.02
52849	08/30/2019	Printed		1210	AMERICAN DOOR CO.	40840, public works doors	160.00
52850	08/30/2019	Printed		1910	AT&T	530 235-4841 474lookout point	65.84
52851	08/30/2019	Printed		1910	AT&T	530 235-4067 046river lift	80.02
52852	08/30/2019	Printed		1910	AT&T	530 235-0715 825 WWTP	69.42
52853	08/30/2019	Printed		1910	AT&T	530 235-0850 490WWTPFax	80.02
52854	08/30/2019	Printed		1910	AT&T	530 235-2208 420lift station	80.02
52855	08/30/2019	Printed		1910	AT&T	530 235-4363 910 lift	80.02
52856	08/30/2019	Printed		9447	AUS WEST LOCKBOX	636926363,9869,53516 mats	124.26
52857	08/30/2019	Printed		10384	MICHAEL BAKER	Tree removal	550.00
52858	08/30/2019	Printed		2635	BASIC LABORATORY, INC.	1908967,Drinking water monthly	478.80
52859	08/30/2019	Printed		2635	BASIC LABORATORY, INC.	4100 pine test Backwoods Org	93.00
52860	08/30/2019	Printed		10353	GARY BENSON	Sep 2019 Childriends park Rent	725.00
52861	08/30/2019	Printed		9437	BLUE STAR GAS	Library Tank Rent213885	1.07
52862	08/30/2019	Printed		6325	CLEMENS WASTE REMOVAL	August2019	14,753.05
52863	08/30/2019	Printed		6325	CLEMENS WASTE REMOVAL	2479, can rent 65gal 95gal	2,122.75
52864	08/30/2019	Printed		6325	CLEMENS WASTE REMOVAL	2482, COD 20Yd dump fee	727.64
52865	08/30/2019	Printed		10472	DUNSMUIR FARMERS MARKET	2019/20 Commun prom funding	300.00
52866	08/30/2019	Printed		11255	ELECSYS INTERNATIONAL CORP	July19 Monthly maint charge	223.50
52867	08/30/2019	Printed		12122	EMERGENCY MEDICAL PRODUCTS,INC	2094302nitrile gloves	215.56
52868	08/30/2019	Printed		5219	FERGUSON ENTERPRISES INC,1423	meterbox chevron1473958	286.75
52869	08/30/2019	Printed		15650	GAMETIME	PJI-0120343Childrens park tunn	682.02
52870	08/30/2019	Printed		10328	HD SUPPLY FACILITIES	9174887771 fido bags	1,239.13
52871	08/30/2019	Printed		22135	INTERNATIONAL CODE COUNCIL,INC	2019 California Code books	896.70
52872	08/30/2019	Printed		24875	LILLY JONES	August Cemetary2019	825.00
52873	08/30/2019	Printed		35505	NORTHLAND COMMUNICATIONS	172-211909Sewer plant	64.07
52874	08/30/2019	Printed		35505	NORTHLAND COMMUNICATIONS	172-211930PW	102.70
52875	08/30/2019	Printed		39015	PACIFIC POWER	August201955-007 9	8,170.83
52876	08/30/2019	Printed		39015	PACIFIC POWER	6055-007riv ave lift	20.89
52877	08/30/2019	Printed		39043	PAINT MARTS	filters for paint sprayer gun	56.91
52878	08/30/2019	Printed		45110	MARIO J. RUBINO	August2019	50.00
52879	08/30/2019	Printed		47520	SHASTA AUTO SUPPLY	stock for shop	136.24
52880	08/30/2019	Printed		47653	SISKIYOU CO. CLERKS OFFICE	Clerk fee for hdge crk trail	50.00
52881	08/30/2019	Printed		57228	SOLANO'S CONTRACTOR	226059, concret mix	7.89
52882	08/30/2019	Printed		48728	STATE WATER RESOURCES	Duns. Water Main Replace Proj	1,638.00
52883	08/30/2019	Printed		9413	STATEWIDE TRAFFIC SAFETY	airport paint,green waste sign	1,887.04
52884	09/06/2019	Printed		514	ADVANCED INFOSYSTEMS	14880, August2019	385.20
52885	09/06/2019	Printed		10384	MICHAEL BAKER	Tree from Engine	210.00
52886	09/06/2019	Printed		2635	BASIC LABORATORY, INC.	1909307,Drinking Wtr Weekly	919.80
52887	09/06/2019	Printed		2800	BAXTER AUTO PARTS, INC.	222786Hanger A	23.64
52888	09/06/2019	Printed		99016	CALIFORNIA BLDG STANDARDS COMM	2018/2019revolving fund	17.10
52889	09/06/2019	Printed		5325	REBECCA CATLETT	24603743 Cleaning	181.50
52890	09/06/2019	Printed		9820	CITY OF DUNSMUIR	354077,TREATMENT PLANT 9/1/19	446.40
52891	09/06/2019	Printed		9820	CITY OF DUNSMUIR	Water Dep return act#19015	37.20
52892	09/06/2019	Printed		10161	COFFMAN ASSOCIATES	17MPO5-20, PROJ17MP05	2,000.00
52893	09/06/2019	Printed		12750	DELL MARKETING L.P.	FD Ink for printer	336.22
52894	09/06/2019	Printed		10185	ARLENE DINGES	August2019	475.00
52895	09/06/2019	Printed		10605	DOMBROWSKI, ANDERS	wtr dep return less bill SEP19	142.80
52896	09/06/2019	Printed		9393	DUNSMUIR RECREATION DISTRICT	August2019Tauhindauli	590.00
52897	09/06/2019	Printed		9850	DUNSMUIR TRUE VALUE	August2019	731.66
52898	09/06/2019	Printed		9303	FASTENAL COMPANY	SDS binder, HexNutstr	234.83
52899	09/06/2019	Printed		17013	GOLD NUGGET PRINTING CO.	Business card Juhasz,Keisler	109.20
52900	09/06/2019	Printed		10608	GREAT NORTHERN SERVICES	Senior meals Duns 07/19	141.00
52901	09/06/2019	Printed		10604	JUHASZ, TODD L.	Housing Expenses Sep19	850.00
52902	09/06/2019	Printed		26425	KEN ELGIN	021991,C-800 belt, FD	109.34

Check Register Report

09/13/2019

Date: 09/13/2019

Time: 11:07 am

Page: 2

City of Dunsmuir

BANK: U.S. BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>U.S. BANK Checks</b>							
52903	09/06/2019	Printed		10607	MCKAY, ELAINE	Sidewalk repair Aug2019	1,000.00
52904	09/06/2019	Printed		10606	SARGENTI, MICHAEL	water credit return	77.28
52905	09/06/2019	Printed		9999992009	SCHWAAB, INC.	name plate for Juhasz	17.59
52906	09/06/2019	Printed		47669	SISKIYOU OPPORTUNITY CENTER	August2019 Blue Bag program	539.16
52907	09/06/2019	Printed		47676	SMITH BUILDING SERVICES, LLC	610, Building department	1,612.05
52908	09/06/2019	Printed		53810	US BANK EQUIPMENT FINANCE	393467253, Printer rent	870.51
52909	09/06/2019	Printed		9318	US POSTMASTER	August2019Postage	1,500.00
52910	09/06/2019	Printed		53806	USA BLUE BOOK, INC	986107Sludge Maint bed WWTP	146.12
52911	09/06/2019	Printed		50850	VERIZON WIRELESS	9836524011,PW,WW Phone	94.27
52912	09/06/2019	Printed		50850	VERIZON WIRELESS	550725 F.D. Phones	145.56
52913	09/13/2019	Printed		9936	AL'S SAW SHOP	165518,Dr Trimmer	21.40
52914	09/13/2019	Printed		3572	ANTHEM BLUE CROSS	Oct2019 insurance	209.56
52915	09/13/2019	Printed		1910	AT&T	051-931-1159-001Aug19	42.12
52916	09/13/2019	Printed		2635	BASIC LABORATORY, INC.	Waste water test biweekly	380.60
52917	09/13/2019	Printed		2800	BAXTER AUTO PARTS, INC.	Battery and desposal #403	302.98
52918	09/13/2019	Printed		9000	CABITTO'S SMALL ENGINE REPAIR	husky saw fuel filter and line	50.74
52919	09/13/2019	Printed		10001	CED-REDDING	electrical box lid	58.99
52920	09/13/2019	Printed		9820	CITY OF DUNSMUIR	Wtr Dep Return Act#12035 Dille	180.00
52921	09/13/2019	Printed		6325	CLEMENS WASTE REMOVAL	Black Butte Aug Dump fees	6,871.03
52922	09/13/2019	Printed		10180	CVCWA		1,375.00
52923	09/13/2019	Printed		9303	FASTENAL COMPANY	CARE159116 grinding disc. glv	387.43
52924	09/13/2019	Printed		10609	HARWOOD, RUTH	Balance return Act8054	62.80
52925	09/13/2019	Printed		7260	L.N. CURTIS AND SONS, INC	air compressor maintinance	1,350.63
52926	09/13/2019	Printed		7260	L.N. CURTIS AND SONS, INC	314965, compressed air	108.83
52927	09/13/2019	Printed		31212	MANFREDI'S DEPOT	6,7,38, Fire Dep Gas	169.88
52928	09/13/2019	Printed		57228	SOLANO'S CONTRACTOR	sidewalk project, paver sand	845.09
52929	09/13/2019	Printed		49875	TERMINIX INTERNATIONAL	cust472200City Hall 2019	640.20
52930	09/13/2019	Printed		49875	TERMINIX INTERNATIONAL	council chambers yearly2019	640.20

Total Checks: 83

Checks Total (excluding void checks):

65,109.07

Total Payments: 83

Bank Total (excluding void checks):

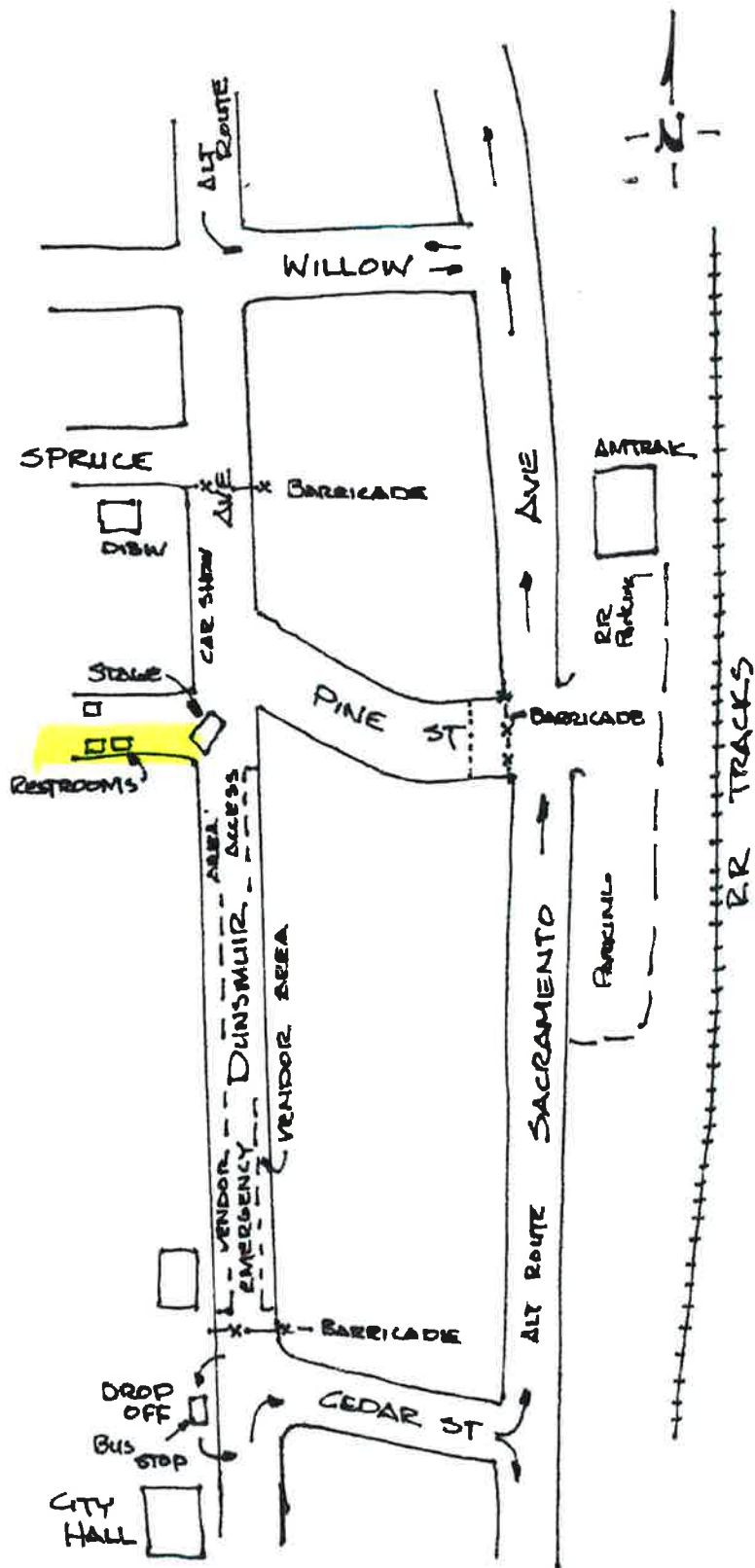
65,109.07

Total Payments: 83

Grand Total (excluding void checks):

65,109.07





# STEAMPUNK FESTIVAL ROAD CLOSURE

**ORDINANCE NO. CCR-19-XX**  
**AN ORDINANCE OF THE CITY COUNCIL OF THE**  
**CITY OF DUNSMUIR AMENDING**  
**CREATING CHAPTER 8.05**  
**“HAZARDOUS VEGETATION AND COMBUSTIBLE**  
**MATERIAL ABATEMENT” OF THE**  
**DUNSMUIR MUNICIPAL CODE**

**WHEREAS**, the foundation of a City or County is to provide for the health, safety, and welfare of the people who reside and visitor the area; and

**WHEREAS**, safety of the people includes police, fire, and emergency services to address current emergencies and prevent future issues; and

**WHEREAS**, the City of Dunsmuir is in very high fire severity zones as prescribed by Cal Fire, the state fire authority; and

**WHEREAS**, the City Fire Department and City Code Enforcement ensures the safety of residents and their property in the City of Dunsmuir through periodic inspections of property for fire risks and compliance with state Fire Code; and

**WHEREAS**, the Planning Commissioner approved the ordinance language at the XXXX, 2019 Regular Planning Commission meeting through X-X vote of the attending members;

**WHEREAS**, the ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA) and found to be exempt from CEQA under the General exemption rule;

**NOW, THEREFORE**, the City Council of the City of Dunsmuir does ordain as follows:

SECTION 1: Adopts Text Creation CCO-19-XX to read as follows:

**Chapter 8.05 Hazardous Vegetation and Combustible Material Abatement**

**8.05.010 Purpose.**

**8.05.020 Authority.**

**8.05.030 Definitions.**

**8.05.030 Duty to abate hazardous vegetation and combustible material.**

**8.05.040 Property Management Requirements**

**8.05.050 Enforcement, inspection and authority to enter property.**

**8.05.060 Summary abatement proceedings.**

**8.05.070 Abatement proceedings.**

**8.05.080 Hearing official.**

**8.05.090 Other remedies.**

**8.05.010 Purpose.**

The purpose of this chapter is to provide for the removal of hazardous vegetation and combustible material from improved and unimproved properties situated in the City of Dunsmuir to reduce the potential for fire and to promote the public health, safety and welfare of the community.

**8.05.020 Authority.**

This chapter is enacted by ordinance pursuant to the powers granted to the City Council concerning the abatement of hazardous vegetation and combustible material as contained in Section 14930 and Section 14931 of the Health and Safety Code of the state of California. Additional authority for the abatement of nuisances, establishment of procedures, and establishment of real property liens through the City Council is provided in Section 25845 and 25845.5 of the Government Code of the state of California.

**8.05.030 Definitions.**

The following definitions apply to this chapter:

"Abate" and/or "abatement" means an act used to remove, destroy, eliminate, seize, impound, or any action taken to mitigate a public nuisance.

"Abatement costs" means any and all costs incurred by the City of Dunsmuir to abate the hazardous vegetation or combustible material on any property pursuant to this chapter, including physical abatement costs, administration fees and any additional actual costs incurred by the City of Dunsmuir Fire Department for the abatement proceeding, including attorney's fees, if applicable.

"Combustible material" means rubbish, litter or material of any kind other than hazardous vegetation that is flammable and endangers the public safety by creating a fire hazard.

"City Fire Chief" means the fire chief of the City of Dunsmuir or their designated representative, including:

- (1) Chiefs of all fire protection districts within the territory of the political subdivision with the county where they serve, and their deputies;
- (2) All employees of the Dunsmuir Fire Department; and
- (3) Such other code enforcement officer(s) as are designated by the City Manager or the City Fire Chief.

"Defensible Space" means the area surrounding a structure where plants and other landscape elements are maintained to decrease fire hazard, and allow firefighters to make a stand; addressing embers and spot fires before they grow.

"Fuel tank" means an above ground storage container for fuel used to power and/or heat a structure. Fuel used for power can be propane, kerosene, natural gas, methane, and heating oil.

"Hazardous vegetation" means vegetation that is flammable and endangers the public safety by creating a fire hazard including but not limited to seasonal and recurrent weeds, stubble, brush, dry leaves, etc.

"Improved parcel" means a portion of land of any size, the area of which is determined by the assessor's maps and records and may be identified by an assessor's parcel number upon which a structure is located.

"Person" means natural person, firm, association, partnership, or corporation, and includes City, County, special districts, school districts, and any other public agencies of the local, State, or Federal government.

"Street" means a public street, right-of-way, alley lane, court, parkway, driveway, sidewalk, and the area between a sidewalk and the curb.

"Structure" means any dwelling, house, building or other type of flammable construction including but not limited to a wood fence attached to or near any other structure.

"Unimproved parcel" means a portion of land of any size, the area of which is determined by the assessor's maps and records and may be identified by an assessor's parcel number upon which no structure is located.

#### **8.05.030 Duty to abate hazardous vegetation and combustible material.**

Upon receipt of a notice of violation and order to abate, it shall be the duty of every owner, occupant, and person in control of any improved or unimproved parcel of land or interest therein, which is located in the City Limits of the City of Dunsmuir as that territory is determined and classified by the City Council to abate there from, and from all parcels, roadways and parkways, except for those roads maintained by the City or county, all combustible material and hazardous vegetation, that constitutes a fire hazard which may endanger or damage neighboring property pursuant to the requirements of the notice of violation and order to abate received. The removal of vegetation pursuant to this chapter shall not exceed that set forth in the notice of violation and order to abate. The notice of violation and order to abate and any clearance shall conform to guidelines issued by the City fire chief, and which the fire chief may amend periodically.

#### **8.05.040 Property Management Requirements**

The requirements of this section will be satisfied if the following requirements:

- (A) For improved parcels:
  - 1. Maintain a thirty-foot defensible space around all buildings/structures which includes:
    - a. The grass needs to be cut six inches (6") or less.
    - b. The tree branches need to be limbed up six feet (6') from the ground.

- c. Any tree below six feet (6') or used for ornamental or food producing purposes shall be limbed a third (1/3) of the height of the tree from the ground.
    - d. Shrubs need to be maintained and dead and dying vegetation removed.
    - e. Climbing vines must be maintained of dead and dying vegetation.
2. Additional defensible space outward to one hundred feet (100') from all buildings and surrounding, neighboring structures may be required depending on the property slope, fuel load and/or fuel type.
  - a. Fuel load — Amount of vegetation.
  - b. Fuel type — Type of vegetation.
  - c. Property slope — Steepness of property.
3. Maintain a ten-foot minimum clearance next to the roadside; more may be required. The roadside clearance may be extended more than ten feet (10').
4. Remove all portions of trees within ten feet (10') of chimney and/or stovepipe outlets, pursuant to PRC §429(a)(4) and 14 CCR § 1299.03(a)(2).
5. Maintain trees adjacent to or overhanging a structure free of dead/dying wood. Cut the trees back and remove any dead or dying wood, pursuant to PRC § 4291(a)(5) and 14 CCR § 1299.03(a)(2).
6. Maintain the roof, decks, porches, and stairways of any structure free of leaves, needles, or other dead/dying wood. Remove any leaves, needles, branches, or debris from the roof and/or gutters, pursuant to PRC § 4291(a)(6) and 14 CCR § 1299.03(a)(1).
7. Install a spark arrester on chimney and/or stovepipe outlets. The spark arrester must be constructed of heavy wire mesh with openings not less than three-eighths inch (3/8").
8. Provide street address numbers that are clearly visible from the roadside, minimum height: Four inches (4").
  - a. The address numbers should be posted on the house.
  - b. If the house sits back from the street more than 35 feet, post the address at the beginning of the driveway and on the house.
  - c. The address numbers should be in a contrasting color for visibility.

9. Remove dead/dying vegetation from property. Remove any and all dead/dying vegetation from the property
10. Fire Pits shall be above ground and situated on a permeable or nonpermeable surface with a minimum 10-foot clearance from any vegetation. Overhead vegetation shall be kept a minimum of 15 feet away.
11. Fuel tanks shall have a 5 foot clearance in all directions from vegetation.
12. No outdoor hazardous and/or combustible waste shall be stored onsite without additional Fire Department permitting.

B. For unimproved parcels:

1. Flammable vegetation and other combustible growth within a minimum of twenty feet (20') of neighboring property lines and roadway frontage shall be removed;
2. Dead and dying vegetation within a minimum of twenty feet (20') of neighboring property lines and roadway frontage shall be removed;
3. Grass and combustible surface vegetation within twenty feet (20') of neighboring property lines and roadway frontage must be trimmed to less than four inches (4") in height unless necessary for erosion control;
4. All trees within twenty feet (20') of neighboring property lines and roadway frontage must be pruned to at least six feet (6') above grade; and
5. Combustible material shall be removed from the property.
6. No outdoor hazardous and/or combustible waste shall be stored onsite without additional Fire Department permitting.

C. Seasonal Requirements:

1. At the discretion of the City Fire Chief, seasonal provisions shall be required of all properties
  - a. Wood piles containing dead and dying wood must be located no less than 30 feet from a structure. Wood piles within 30 feet must be stored in an enclosed structure or fully covered with a tarp, or no flammable covering, pursuant to 14 CCR § 1299.03(a)(3).

- D. The City fire chief or their designee may require more clearance distance than specified in a notice of violation and order to abate for the protection of public health, safety or welfare or the environment.

- E. The determination for appropriate clearance distances will be made based upon a visual inspection of the parcel and shall consider all factors that place the property or adjoining structure(s) at risk from an approaching fire. These factors shall include local weather conditions, fuel type(s), topography, and the environment where the property or adjoining structure(s) is located.

#### **8.05.050 Destruction and Removal**

It shall be the duty of every such person to remove or destroy such weeds and/or combustible material. Removal or destruction by burning within the City is unlawful unless a permit is obtained as per Chapter 7.15 MSMC.

#### **8.05.060 Methods of Destruction and Removal**

- A. Hazardous vegetation shall be removed or destroyed by discing, rototilling, preventative chemical control, and cutting, or other process or processes as determined by the Fire Chief to be efficient and effective means of abatement.
- B. Combustible materials shall be removed to an approved dump site unless it is biodegradable and the Fire Chief authorizes its burial on the property. The property shall be granted the option of using any of the approved methods of removal if the Fire Chief finds that the use of such method is practical under the circumstances.
- C. Hazardous vegetation or combustible material, or both, when removed from the property shall be transported and disposed of only in the manner prescribed by applicable Federal, State, and local laws.

#### **8.05.070 Large-scale Parcels**

In any instance where the improved or unimproved parcel is one acre or larger in size and/or located in a sparsely populated area of the City, the Fire Chief may direct that proper firebreaks be cut in lieu of requiring that the hazardous vegetation be moved from or destroyed on the whole of such property.

#### **8.05.080 Enforcement, inspection and authority to enter property.**

- A. City Fire Chief may limit enforcement of the provisions of this chapter to specified areas for a specified period of time.
- B. For the purpose of enforcing this chapter, the City fire chief may designate any person or persons as their deputy in the performance of the duties enjoined upon them by this chapter,
- C. For the purpose of enforcing or administering this chapter, the City fire chief may enter any real property for the purpose of inspecting the property or for summary abatement proceedings whenever the City fire chief is informed or has reasonable cause to believe that hazardous vegetation or combustible material exists, constituting a condition dangerous or injurious to the health or welfare of persons or to the public, including the environment, is a public nuisance or is otherwise in violation of this chapter.

- D. No person shall interfere with the entry of the City fire chief acting in the official course and scope of his duty.

**8.05.090 Summary abatement proceedings.**

In addition to the authority granted by law to the City fire chief in exigent situations, and pursuant to California Health and Safety Code §14930 and Government Code §25845, as amended, the City fire chief is authorized to enter real property and summarily abate any public nuisance determined by the City fire chief to constitute an immediate threat to public health or safety without prior notice or hearing.

**8.05.100 Abatement proceedings.**

- A. Notice of Violation and Order to Abate. If the City Fire Chief determines that any real property is being maintained or permitted to exist in a manner prohibited by this chapter, the City Fire Chief shall issue a written notice to the property owner and any known person in possession of the property, of the violation and order the hazardous vegetation or combustible material to be immediately abated. The notice of violation and order to abate ("notice/order") shall specify the corrective actions required to be taken and order the property owners and persons in possession to abate the hazardous vegetation or combustible material within thirty (30) business days and state that the failure to bring the real property into compliance with this chapter could subject the owner or persons in possession to civil, administrative and criminal penalties. Furthermore, the notice/order shall provide the property owner and person in possession of the opportunity to appear before the City of Dunsmuir City Council and be heard prior to the abatement by the City. The failure of the notice to set forth all required contents shall not affect the validity of the abatement proceedings.
- B. Manner of Giving Notice. The City Fire Chief shall cause a copy of the notice/order to be mailed or otherwise delivered to all known persons to be in possession and to the property owner as such person's name and address appears on the last county equalized assessment roll. If the address is unknown, that fact shall be so stated, and the notice shall be addressed to the person at the county seat. Service by mail shall be deemed complete at the time of deposit in the U.S. mail. The failure of any person in possession or owner of the property to receive such notice shall not affect the validity of these proceedings.
- C. Appeals Hearing.
  - (1) Request for Hearing. Any person who is adversely affected by the notice/order may appeal the determination to the hearing officer.
  - (2) The request for a hearing must be made in writing and submitted to the enforcing officer within fifteen (15) calendar days of the postmark on the notice/order. Timely appeal shall stay any further action for abatement until the date set for hearing. If no request for a hearing is timely made, the City Council herein declares that abatement of the hazardous vegetation or combustible material shall have been deemed ordered by the City Council as of the date of the postmark of the notice/order.



- (3) Hearing. Upon timely written request by the recipient of the notice/order, a hearing shall be scheduled with the hearing officer with notice thereof mailed or otherwise delivered to the requesting person at least fifteen (15) calendar days before the scheduled hearing. The failure of any owner or occupant to receive such notice shall not affect the validity of the proceedings.
- D. At the time fixed in the notice of hearing, the hearing officer shall receive evidence from the City Fire Chief and the owner or person in possession of the real property in violation, or their representatives and any other concerned persons who may desire to present oral or documentary evidence regarding the conditions of the real property or other relevant matter, if such persons are present at the hearing. In conducting the hearing, the hearing officer shall not be limited by the technical rules of evidence. Failure of the owner or person in possession to appear shall not affect the validity of the proceedings or order issued thereon.
- E. Upon conclusion of the hearing, the hearing officer shall make their decision, and, in the event, they so conclude, may declare the conditions on the real property to be in violation of this chapter and to constitute a public nuisance. The hearing officer may direct the owner or person in possession to abate the hazardous vegetation or combustible material within ten (10) business days after receipt of certified mailing and posting of the hearing officer's decision. The order shall include notice that if the hazardous vegetation or combustible material is not abated as directed and within ten (10) business days, the City Fire Chief may abate the hazardous vegetation or combustible material and the abatement costs shall be a lien and an assessment against the real property.
- F. The council may grant any extension of time to abate such conditions that it may deem justifiable upon good cause being shown.
- G. Abatement of Hazardous Vegetation or Combustible Material by City Fire Chief. If, at the end of the time allowed for compliance in the original notice/order issued pursuant to this code, or as set forth in an order issued by the council after a timely request for a hearing pursuant to this code, compliance has not been accomplished as directed, the City Fire Chief may order the hazardous vegetation or other combustible material to be removed by City employees, or may cause the removal to be carried out by a private contractor selected by the City purchasing agent in accordance with applicable statutes and in the manner and under the terms specified by the City Council.
- H. Abatement Cost Recovery. As set forth in Government Code Section § 25845, the owner and any person in possession of the real property upon which the hazardous vegetation or combustible material is found to exist shall be jointly and severally liable for all abatement costs incurred by the county without any further hearing.
- (1) Notice of Abatement Costs. At the conclusion of the abatement by the City Fire Chief or designee, the City Fire Chief shall issue a bill setting forth the abatement costs to the owner and person in possession of the real property. The bill shall demand payment to the City of Dunsmuir the total abatement costs and administration costs, plus attorneys' fees, if relevant, within fifteen (15) calendar days of its mailing.

- (2) **Abatement Costs Specially Assessed Against the Parcel.** If the amount set forth in the notice of abatement costs is not paid upon demand by the City, the abatement costs, including attorneys' fees, if applicable, shall be specially assessed against the real property pursuant to Government Code Section § 22845, or by any other means provided by law. The assessment may be collected at the same time and in the same manner as ordinary taxes are collected and shall be subject to the same penalties and the same procedure of sale in case of delinquency as are ordinary taxes.
- (3) **Notice of Abatement Lien.** A notice of abatement lien may be recorded against the real property subject to this abatement proceeding, setting forth the date upon which abatement of the nuisance was ordered either by notice issued by the City Fire Chief or by the City Council after a hearing, the date the abatement was complete and the amount of abatement costs. Furthermore, the notice shall identify the parcel address, the record owner, the possessor of the property, if known and applicable, together with the last known address of the record owner or possessor. The abatement lien shall have the same effect as recordation of an abstract of a money judgment pursuant to Article 2 of Chapter 2 of Division 2 of Title 9 of Part 2 of the California Code of Civil Procedure (commencing with § 697.310, as amended). The lien has the same priority as a judgment lien on real property and continues in effect until released.
  - I. **Attorneys' Fees.** Reasonable attorneys' fees may be recovered by the prevailing party in any civil action, administrative proceeding or special proceeding established by this chapter. In the event a hearing is requested pursuant to the notice described above and the City Council deems the real property to be a public nuisance and orders the City Fire Chief to abate the hazardous vegetation or combustible material, the county shall be deemed the prevailing party.

#### **8.05.110 Hearing official.**

- (a) **Delegation of Authority.** The City of Dunsmuir City Council may delegate its authority to conduct the administrative abatement proceedings set forth in Section 8.05.100, above, to either of the following:
  - (1) The City Manager appointed by the City Council pursuant to Government Code Section 27720, as amended. The City Manager shall have full authority and duty to preside over hearing.
  - (2) A weed abatement hearing board (WAHB) designated pursuant to Government Code Section 25845, as amended. The WAHB shall have full authority to act and may preside over hearings with the same authority, power and duties of the City Manager. The WAHB shall be comprised of three (3) persons as follows: one (1) member shall be an officer of the Dunsmuir Fire Department selected by the City Fire Chief, (but not an employee involved in inspecting or issuing the notice/order; and two (2) members shall be selected by the City Council. Members shall serve at the pleasure of the appointing entity.

- (b) Recommended Action. At the conclusion of a hearing by either the City Manager or WAHB, a recommended decision shall be issued to the owner or person in possession of the real property subject to the hearing, and to any other interested person previously requesting notice. The City Manager or WAHB shall also file the recommended decision with the City Council. The recommended decision may alter the notice/order in any fashion and may include an order to the owner or person in possession of the real property to abate the hazardous weeds or combustible material within ten (10) calendar days of issuance of the order.
- (c) No Further Appeal. Upon receiving the recommended decision from either the City Manager or WAHB, the City Council may adopt the decision as recommended on the consent agenda at its next regularly scheduled public board meeting without further notice or hearing, or may set the matter for a de novo hearing before the City Council.

#### **8.05.120 Other remedies.**

The provisions of this chapter are to be construed as an added remedy of abatement and not in derogation of any other civil or criminal actions or proceedings or remedies otherwise provided by law.

##### **(a) Civil Actions.**

- (1) Injunctive Relief and Abatement. Whenever, in the judgment of the City Fire Chief, any person is engaged in or about to engage in any act or practice which constitutes or will constitute a violation of any provision of this chapter or notice or order issued pursuant hereto, the City Fire Chief may request the City Attorney or district attorney to commence proceedings for the abatement, removal, correction and enjoinder thereof, and requiring the violator to pay civil penalties and/or abatement costs or in addition, be subject to criminal prosecution.
- (2) Civil Remedies and Penalties. Any owner or person in possession of real property who willfully violates the provisions of this chapter or any notice or order issued pursuant hereto shall be liable for a civil penalty not to exceed one thousand dollars (\$1,000.00) for each day or portion thereof that the violation continues to exist. In determining the amount of the civil penalty to impose, the court shall consider all relevant circumstances, including, but not limited to, the extent of the harm caused by the conduct constituting a violation, the nature and persistence of such conduct, the length of time over which the conduct occurred, the assets, liabilities, and net worth of the violator, whether corporate or individual, and any corrective action taken by the violator.

##### **(b) Criminal Actions.**

- (1) It shall be unlawful for any person to violate any provision of this chapter. Any person violating any provision of this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this chapter is committed, continued or permitted.

- (2) Any person so convicted shall be guilty of an infraction offense and punished by a fine not exceeding one hundred dollars (\$100.00) for a first violation; guilty of an infraction offense and punished by a fine not exceeding two hundred dollars (\$200.00) for a second violation on the same site and perpetrated by the same person. The third and any additional violations on the same site and perpetrated by the same person shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding one thousand dollars (\$1,000.00) or six (6) months in jail, or both. Payment of any penalty herein shall not relieve a person from the responsibility for correcting the violation. Notwithstanding the above, a first or second offense may be charged as a misdemeanor.
- (c) Treble Damages. Upon a second or subsequent civil or criminal judgment for a violation of this chapter within a two-year period the violator shall be liable to the City of Dunsmuir for treble the abatement costs, in accordance with Government Code § 25845.5.
- (d) Notice of Noncompliance. Whenever a notice/order has been issued, the City Fire Chief may record a notice of noncompliance with the office of the county recorder of Siskiyou County and shall notify the owner of the property of such action. The notice of noncompliance shall describe the property, shall set forth the noncomplying conditions, and shall state that any abatement costs incurred by the county as a result of the violation of this chapter may be specially assessed as a lien on the property and that the owner has been so notified.

**SECTION 2: Severability**

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provision will remain in effect to the extent permitted by law.

**SECTION 3: Effective Date**

This ordinance shall be effective thirty (30) days following its second reading and posting as provided for by Government Code Section § 36933.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced and read at a regular meeting of the City Council of the City of Dunsmuir held on the X day of September and was passed upon second reading at a regular meeting of the City Council of the City of Dunsmuir held on the X day of XX, 2019.

**PASSED, APPROVED, and ADOPTED** this XX day of XX, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

DATED:

ATTEST:

CITY OF DUNSMUIR

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## Key Dates For Local Offices Only - March 3, 2020 Presidential Primary Election

Prepared by: Laura Bynum, Siskiyou County Clerk

**Note: "E-" refers to the number of days before the election.**

<u>Date</u> <u>2019</u>	<u>Activity</u>
Sep 12 – Nov 6 E-173 to E-118	Time frame for issuing Petitions for Signatures In-lieu of Filing Fee for local offices.
Oct 28 – Nov 6 E-127-E-118	Filing Period for Declaration of Intent for Judicial Candidates. Pursuant to CA Elections Code § 8105(b) the filing fee shall be paid at the time the declaration is filed with the county elections official. If the incumbent office holder fails to file a Declaration of Intention during this time period, persons other than the incumbent may file declarations of intention no later than the first day for filing nomination papers (November 11, 2019).
Oct 30 E-125	Deadline for local jurisdictions to submit resolutions to the County Clerk's Office calling an election and requesting consolidation.
Nov 11 – Dec 6 E-113 to E-88	Time frame for issuing Nomination Papers/Declaration of Candidacy.
Nov 11 E- 113	Deadline for local jurisdictions to submit a resolution to the County Clerk's Office requesting a local measure be placed on the ballot.
Dec 7 – Dec 11 E-87 – E-83	Extension of nomination/declaration of candidacy deadline if incumbent does not file for his/her office. Candidates <b>other than incumbents</b> can file during this time period.
Dec 12 at 11 am E-82	The CA Secretary of State's office conducts a random alpha draw to determine the order in which candidate names for each contest will be printed on the ballot. The County Clerk's Office conducts a random alpha draw for Siskiyou County ballots for state senate and assembly contests.
<u>2020</u>	
Jan 6 – Feb 18 E-57 to E-14	Time frame for filing as a Write-In Candidate. Candidates must file nomination/declaration of candidacy to be considered a "qualified write-in".
Jan 3 E-60	First day to mail ballots to military/overseas voters.
Jan 23 – Feb 11 E-40 to E-21	Time frame for mailing county sample ballot booklets.
Feb 3 – Feb 25 E-29 to E-7	Vote-by-mail ballots (VBM) can be requested and mailed during this time period.
Week of Feb 3	County Clerk's Office to begin mailing ballots.
Feb 17 E-15	Last day to register to vote for this election.
Feb 26 – Mar 3 E-6 to E-0	VBM ballots available in the County Clerk's Office only.
Feb 25 – Mar 2 E-7 to E-1	The County Clerk's Office will count returned VBM ballots during this time period.
Mar 3 E-0	<b>Election Day. Polls are open from 7 a.m. - 8 p.m.</b>
Mar 4 E+1	Counting of VBM ballots received at the polls on Election Day. Official Canvass begins, including counting provisional ballots.
Apr 2 E+30	Last day to certify local election results.

For Information on State and Federal Offices, refer to the California Secretary of State's website, [www.sos.ca.gov](http://www.sos.ca.gov).

## City Manager

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**From:** City Manager  
**Sent:** Tuesday, September 03, 2019 10:36 AM  
**To:** John Kenny (jskenny@lawnorcal.com)  
**Subject:** LS Networks and Hunter

John, as per our conversation, here is an outline of the issue followed by a list of deal points to be included in a lease agreement:

- LS Networks submitted plans to install a single fiber optic conduit that crosses the Mott Airport property
- Land owned by City
- LS N intends to run the conduit to a communications tower on USFS land that has several cellular colocators (the usual suspects)
- LS N is selling capacity to those cellular providers
- No conflicts between existing facilities and the route proposed

Below are the issues I think we should consider:

- Utility companies typically request to install their equipment in Public Util Easements or public-rights-of-way (e.g. streets), and permission is granted via the issuance of an encroachment permit. In this case, the City has fee title to the airport. What type of document should we use? I assume just a lease will suffice, no?

Other issues to be considered:

1. If the conduit needs to be relocated because of a city project, I assume we can right that point in the lease and ensure that LS N and Hunter picks up the cost
2. What additional access is needed to operate and maintain the facility.
3. Does the FAA need to be consulted?
4. Charge 5% gross receipts for the use of our property. Q: how do we audit to ensure compliance?

Let me know what you think!

Todd

## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, and is by and between \_\_\_\_\_ hereinafter "**Grantor**," and Hunter Communications, an Oregon Corporation, with its principal place of business in Central Point, Oregon, hereinafter "Hunter" or "**Grantee**."

### *Agreement Terms*

1. **Grant of Easement.** Grantor is the owner of a parcel of land located in Siskiyou County, California. The parcel impacted by this Agreement is more particularly described in Exhibit "A" attached to this Agreement, which parcel is hereinafter referred to as the Grantor's "**Property**." A map of the Grantor's Property is also attached to this Agreement as Exhibit "B" representing the path of the easement.

Subject to all of the other terms and conditions of this Agreement, Grantor hereby grants to Hunter a perpetual easement, to attach its fiber optic cable on the route depicted in Exhibit B, which grant shall give Hunter a right of access to install and maintain fiber optic cabling, as detailed in Exhibit B and as described in Exhibit A.

The Easement Path shall be a width of not greater than ten (10) feet as described on Exhibit A and depicted on the Exhibit B map. This grant of easement will permit Hunter and its immediate affiliates including LightSpeed Networks, Inc. dba LS Networks to have the right to enter on the Property from time to time to maintain the integrity of the fiber optic cabling, including a right to replace sections of the cabling damaged by storms, natural deterioration or varmint destruction, as may be necessary. Except for the right of initial installation and maintenance, this Grant of Easement does not grant to Grantee, any right of ingress-egress to any other part of Grantor Property or to any other use any other part of Grantor's Property, except to the extent otherwise specifically permitted by this Agreement.

Construction, repair, alteration or reconstruction of said telecommunications shall be accomplished in such a manner that the improvements and land contours existing in the right-of-way shall not be disturbed or destroyed, and will be restored in as good a condition as immediately before the property was entered upon by the Grantee.

This grant of easement shall run with the land and is subject to termination due to an uncured Hunter default.



Grantor may request Grantor move its fiber optic cabling to accommodate construction needs of Grantor. Grantor shall give Grantee not less than 90 days' notice for any request to move fiber optic cabling.

2. **Consideration and Terms.** Grantor acknowledges the receipt of good and valuable consideration from Grantee in exchange for the grant of this Easement. Grantor shall allow Hunter and LS Networks to install, maintain, repair, improve, and replace fiber optic cable, and all related equipment as shown on the attached Exhibit B. Grantee shall use its best efforts not to disturb the existing improvements in the easement area as shown on Exhibit B, and in the event that the improvements are disturbed or destroyed, Grantee agrees to restore them to a similar condition they were in immediately prior to the work performed by Grantee pursuant to this agreement.
3. **Notice.** Any "Notice" that a party is required to give to the other must be in writing, dated and duly executed by the party giving notice, and will be deemed delivered, when it is either (a) placed in the US mails first class postage prepaid to the addressee as noted below, or (b) served personally on the party or its registered agent in the manner required by Oregon law for service of process. Any Notice that asserts a demand for payment or action, shall add three business days to the date of the demand, if the service has been by US Mail.

To: Hunter Communications  
Attn: Contracts Administration  
801 Enterprise Drive  
Central Point, OR 97502

To:

4. **Relationship between Grantor and Grantee.** Grantor and Grantee specifically agree that they are not partners nor joint venturers in fact or in law, and neither party shall have responsibility or liability to any third party for any actions taken by the other, and regardless of whether that claim of liability arises in tort or in contract.

5. **Insurance Obligations of Grantee.** Grantee agrees it has and will maintain insurance policies for:
- a) Workers compensation insurance with coverage limits required by Oregon law; and
  - b) A policy of general liability insurance in place with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 total, to cover any claims of property damage and injury to others arising out of its performance of rights and duties granted by this Agreement.
6. **Contract Lien and General Indemnity Release by Grantee.** Grantee shall perform all allowed installation and maintenance in a workmanlike manner, at its sole and separate cost, and shall pay all of its material suppliers, contractors and/or subcontractors in a timely manner and prevent any liens from being filed against Grantor's Property. Hunter specifically agrees to indemnify, defend, and hold Grantor harmless from any claim by a material supplier, contractor or subcontractor, including a lien claimant. This indemnity shall extend to all principal sums, interest, and attorney fees and costs incurred in a defense, including appeals.
- With the exception for damages resulting from the negligent act, omission, or intentional misconduct of Grantor or its agents, or the violation of applicable law by Grantor, Grantee will indemnify, defend, and hold harmless Grantor from and against any and all damages, losses, claims, and liabilities arising out of a claim by a third party against Grantor for injury to persons, loss of or damages to property, or violations of applicable law arising from or related to the act or omission of Grantee.
7. **Permits and Excavation Authority.** Grantee agrees that it shall not commence any part of the installation of the fiber optic cable, unless and until it has obtained permits for the scope of its work from all governmental entities including but not limited to all permits required to perform the work by any local, state or federal agency.
8. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties, and all prior oral statements and written materials are no longer applicable and are not binding on either party. This Agreement can only be modified or amended by means of a written instrument duly executed by both parties. A separate Memo of this Easement Agreement shall be recorded in Siskiyou County, California.
9. **California Law.** This Agreement, including its interpretation, construction, and application, shall be exclusively governed by the laws of the State of California without

giving effect to any jurisdiction's conflicts of laws; and any and all causes of action between the parties arising from or related to this agreement shall be brought exclusively in in state court in Siskiyou County, California.

This easement shall be a covenant running with the land and shall be binding on and benefit the successors, heirs and assigns of both parties hereto.

Grantors: \_\_\_\_\_

\_\_\_\_\_

Grantees: \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

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

State of California, County of \_\_\_\_\_.

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

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

WITNESS my hand and official seal.

Signature of Notary Public

[NOTARIAL SEAL] My commission expires: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

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

State of California, County of \_\_\_\_\_.

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

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

WITNESS my hand and official seal.

Signature of Notary Public

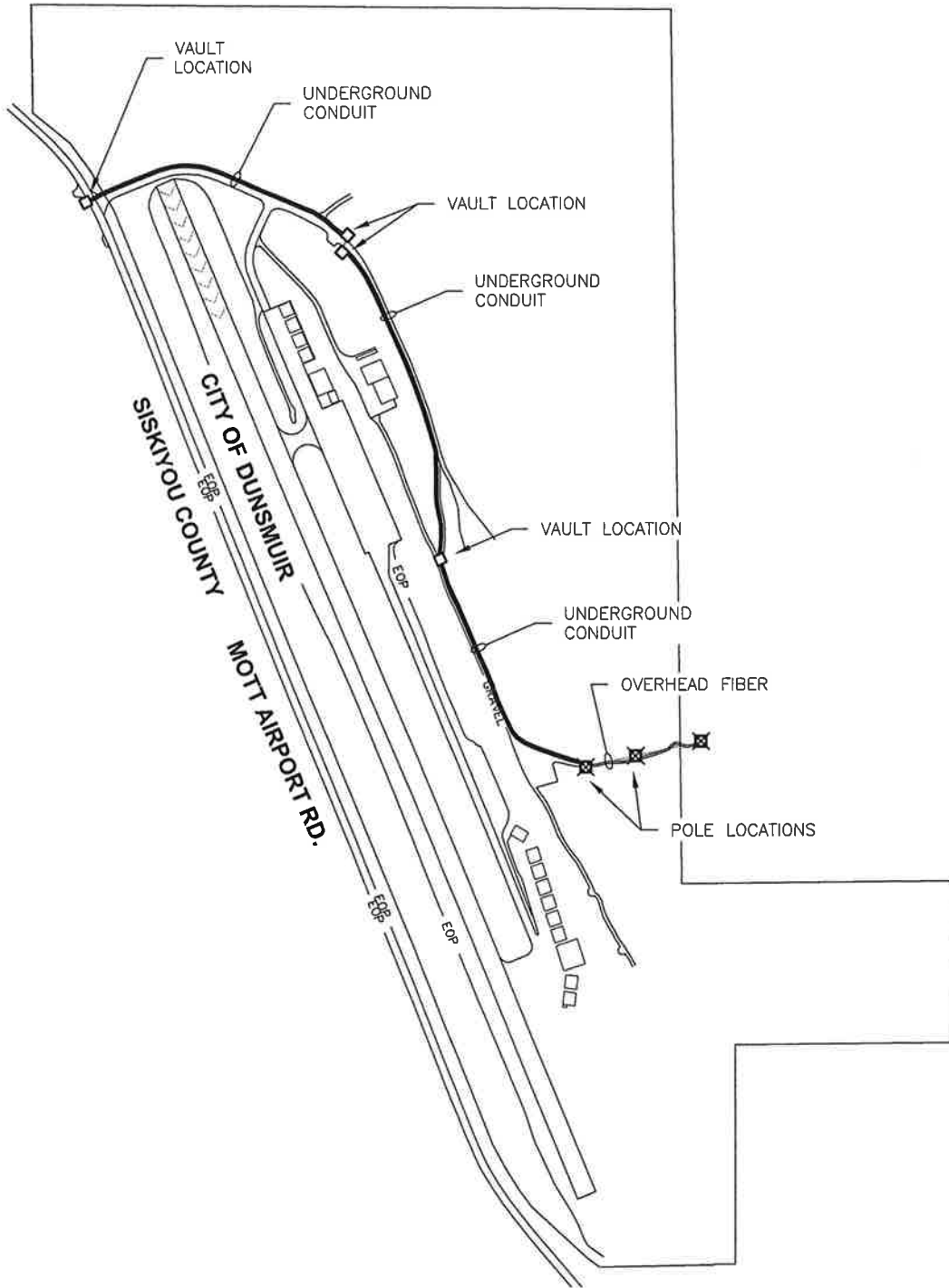
[NOTARIAL SEAL] My commission expires: \_\_\_\_\_

## **Exhibit 'A'**

Through the real property in the State of California, County of Siskiyou, commonly referred to as the Mott Airport, described as follows:

The South East quarter of Section 35 Township 40 North Range 4 West more particularly described in Exhibit B.

# EXHIBIT 'B'



**SISKIYOU COUNTY  
PARCEL #059-351-020-000**

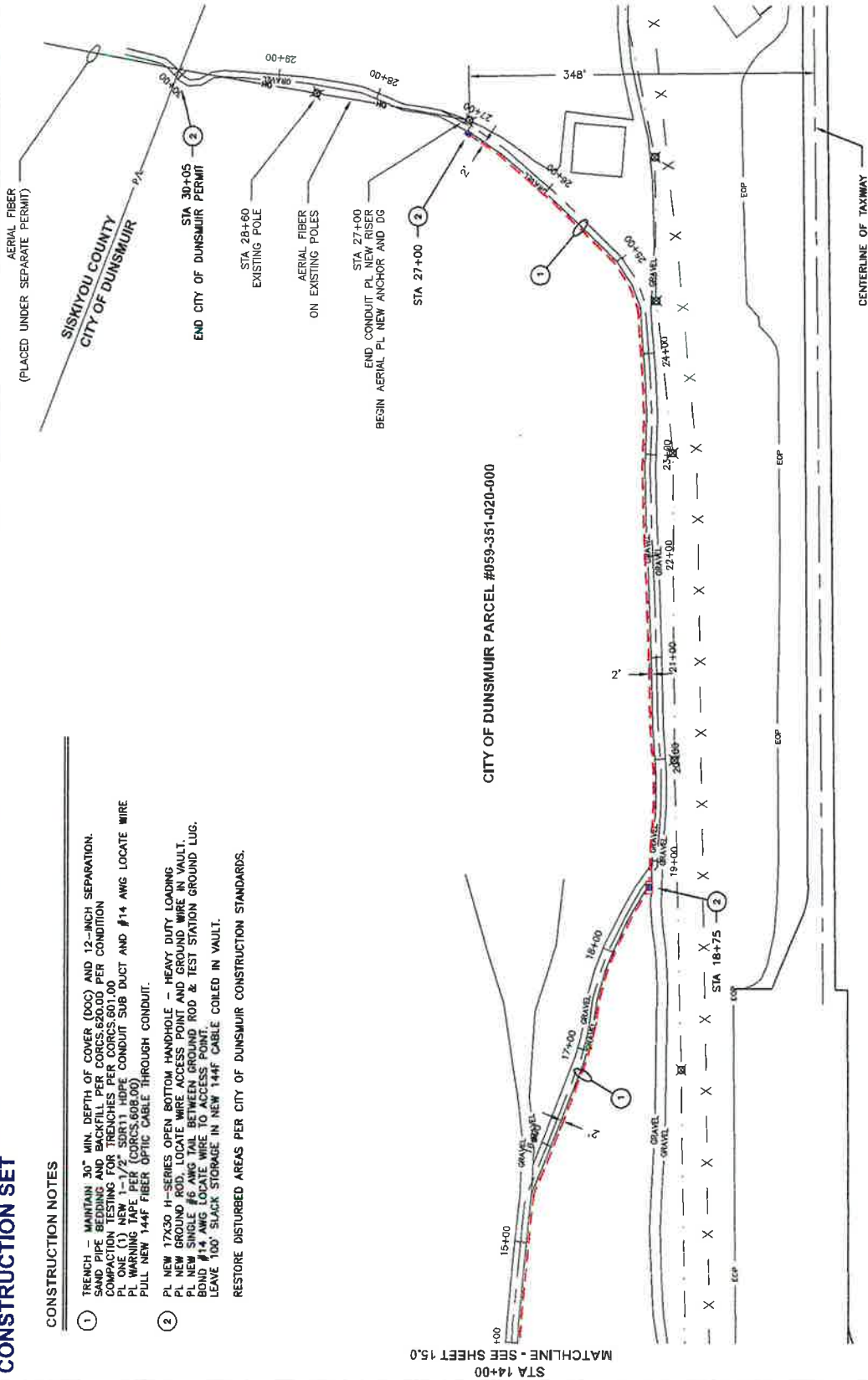




# CONSTRUCTION SET

## CONSTRUCTION NOTES

- ① TRENCH - MAINTAIN 30" MIN. DEPTH OF COVER (DOC) AND 12-INCH SEPARATION. SAND FILL BEDDING AND BACKFILL PER CORCS-620.00 PER CONDITION. COMPACT IN NEW 1/2" SDR33.5 HDPE CONDUIT SUB DUCT AND #14 AWG LOCATE WIRE PL WARNING TAPE PER (CORCS-608.00) PULL NEW 144F FIBER OPTIC CABLE THROUGH CONDUIT.
- ② PL NEW 17X30 H-SERIES OPEN BOTTOM HANDHOLE - HEAVY DUTY LOADING. PL NEW GROUND ROD. LOCATE WIRE ACCESS POINT AND GROUND WIRE IN VAULT. PL NEW 1/2" SDR33.5 HDPE CONDUIT ROD & TEST STATION GROUND LUG. BOND #14 AWG LOCATE WIRE TO ACCESS POINT. LEAVE 100' SLACK STORAGE IN NEW 144F CABLE COILED IN VAULT. RESTORE DISTURBED AREAS PER CITY OF DUNSMUIR CONSTRUCTION STANDARDS.



SCALE: (INCH PICTS ON 11X17 PAPER) AS SHOWN

REV	DESCRIPTION	DATE	APP
1	ORIGINAL ISSUE	11/11/11	APP

DESIGNED BY: \_\_\_\_\_  
 DRAFTED BY: KW  
 CHECKED BY: \_\_\_\_\_

**USCC:**  
**HUNTER FIBER ROUTE**  
 DUNSMUIR MUNI-MOTT AIRPORT  
 DUNSMUIR, SISKIYOU CO., CALIFORNIA  
 T38 NORTH, 804 WEST, SEC. 13/24

**CONDUIT PLAN**  
**CITY PARCEL**

PROJ NAME: FILENAME.DWG - TAB SHEET #  
 DUNSMUIR\_DECO.DWG - CP16  
 PLOT DATE: 5/29/2019 SHEET: 16.0

\*\*\*POTHOLE EXISTING UTILITY CROSSINGS PRIOR TO CONSTRUCTION TO VERIFY DEPTH AND LOCATION\*\*\*