

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

November 2nd, 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. APPROVAL OF MINUTES** – of October 19th, 2023
- 8. CONSENT AGENDA:**
 - A. Check Register:** 10/14-10/27/23
- 9. PUBLIC HEARING:** 2023-2031 Housing Element Update
- 10. OLD BUSINESS -**
 - A. Waste-Water Treatment Plant Improvement Project – Project Proposal for Engineering Design**
- 11. NEW BUSINESS**
 - A. Consideration of Adoption of 2023-2031 Draft Housing Element Update – Resolution 2023-14**
 - B. Snow Removal Policy Presentation and Draft Plan**

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.

- Fireworks Ordinance
- Historic Commission Reformation and/or Review
- Cannabis Ordinance
- Land Acknowledgement
- Special Event Ordinance
- Sheriff's Contract Extension
- Dogwood Tree Removal
- Park & Rec Joint Meeting

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

**CITY OF DUNSMUIR
CITY COUNCIL MEETING MINUTES
October 19th, 2023**

CALL TO ORDER AND FLAG SALUTE:

Meeting was called to order @ 6:01 pm by Mayor Lucchesi

ROLL CALL:

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

Absent: None

City staff present: City Manager Rief, Deputy City Clerk Perkins

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

A. Siskiyou Reads Proclamation “Read Across Siskiyou” - Steven Brian makes his presentation supporting literacy in Siskiyou County. Contact resource center for more information to get involved with this program. Mayor reads proclamation. New Parenting classes are starting at the CRC. Annual “What’s on your plate?” event happening again.

B. Proclamation Against Hate - Mayor reads proclamation. There will be posters available to support this cause.

C. Proclamation for Veterans Day – Mayor reads the proclamation.

D. Active Transportation Plan – Update from mayor regarding this plan. Still looking for public input.

E. Siskiyou Economic Development Council Quarterly Update

Jason with SEDC and Discover Siskiyou.

CDBG is still open for micro-enterprise grants. Discovery Siskiyou just taken over the film commission. Launched integrated booking engine to do full searches for hotels and events. Could potentially sell tickets for the various festivals on that site.

PUBLIC COMMENT

Open at 6:16 p.m.

Allison Leshefsky – makes some supportive comments about the proclamation against hate. Says that it is appropriate timing given the world events in the middle east. Makes some supportive comments regarding the support for the state of Israel.

Kevin Tynsky – With Friends of Dunsmuir Library – Notes there is a future agenda item on partnership with supporting the county library. Is concerned about the condition of the leak which occurs along the roof/walls that dampens the library books, carpet. There are some

minor holes in the roof that could be patched that would help greatly with the deterioration and leaks. It will buy city time to get some more life out of it.

COUNCIL AND STAFF COMMENTS

City Manager Rief – Has been preparing site for public works building. CalFire has been doing fire mitigation work, deadwood crew has been helping with vegetation removal. There was a slight breach within the in river barrier at the UP clean-up site, which caused turbidity in the water. Residents noted some cloudiness in the river downstream from the north UP yard.

Ortiz provides an update on their service hours, arrests, activity, etc. 10 cases, 5 citations, all traffic. One misdemeanor arrest. September was a fairly slow month as far a crime goes. 3 assaults. 20 disturbing the peace incidents. Three theft calls. 2 vandalism cases.

Bryan - Thanks the public commenters for being involved. Hopes to get library roof issue addressed shortly.

Clarno – Expresses gratitude to everyone in the community making efforts to make the community a better community.

Deutsch- ATP meeting last night. Impressed with the effort and the team that they hired. Is excited to get a veteran's day celebration going. Got to see new water tank tower and toured the springs today with public works director and city manager.

Keisler - None

Lucchesi – Veteran's Day Celebration is Saturday November 11th. All the local schools are participating in an essay contest.

COMMITTEE REPORTS

Snow removal Committee– met- Have draft of policy in place. City Manager will be finalizing soon.

APPROVAL OF MINUTES

Motion by Keisler 2nd by Deutsch to approve minutes of October 5th, 2023

Voice Vote:

AYES: Clarno, Deutsch, Bryan, Keisler, Lucchesi

NOES: None

ABSENT: None

ABSTAIN: None

CONSENT AGENDA

A. Check Register: 9/30-10/13/23

B. Revise CDBG Program Guidelines

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

Voice Vote:

AYES: Clarno, Deutsch, Bryan, Keisler, Lucchesi

NOES: None

ABSENT: None

ABSTAIN: None

PUBLIC HEARINGS:

A. SEDC CDBG CV1 Closeout Hearing National Objectives and Demographics

Quintin Gaddy – SEDC. Introduces the item. Reminds everyone that this was micro-enterprise funding related to covid-19. 5 or fewer employees. Issued over \$500K across the county. 29 micro-enterprises, 20 were owned by women. Many were owned by minorities. 7 of the recipients were in Dunsmuir. Average recipient received \$20k.

Public comment open at: 6:48 p.m. None

OLD BUSINESS: none

NEW BUSINESS:

A. Authorization to Closeout CDBG-CV1

This item is to close the grant and submit all documents to the state.

Motion by Lucchesi 2nd Keisler by to Authorize staff to close-out the CDBG-CV1 Grant and to process all necessary documents.

Roll Call Vote: AYES: Clarno, Deutsch, Keisler, Bryan, Lucchesi

NOES: None

ABSENT: None

ABSTAIN: None

B. Discussion and Possible Selection of Banking Provider

City Manager gives a report on the item. US Bank closed their branch in Dunsmuir, next closest one is in Weed. It's quite a burden on staff to get the daily bank deposits to the bank.

Discussion on changing banks. Put out RFP. Received 3 proposals. Tri Counties, Banner and Mechanics Bank. Reviewed each, narrowed to two, mechanics and banner bank. Discussion leans towards Mechanics Bank. What tipped us towards Mechanics is their bank end support. Tri Counties was a hard no in providing any ATM in town.

Public Comment open at 7:00 p.m. - None

Motion by Deutsch 2nd by Keisler to select Mechanics Bank to be city's banking provider and to work with the bank on transition.

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

FUTURE AGENDA ITEMS

- Kosmont Update – Downtown Revitalization Plan
- Annual Fireworks Ban Ordinance
- Sheriff's Contract Extension
- Review of Status of Supporting County Library
- Cannabis Ordinance Revision
- Dogwood Tree Removal
- Historic District Review Board
- Park & Recreation District Joint Meeting
- Special Event Ordinance

ADJOURNMENT

Meeting adjourned by consensus at 7:10 p.m.

Mayor Lucchesi

ATTEST:

Deputy City Clerk Perkins

Check Register Report

City of Dunsmuir

BANK: U.S. BANK

Date: 10/26/2023

Time: 10:09 am

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
U.S. BANK Checks								
58270	10/20/2023	Printed			10567	ALL TRADE SERVICES	water removed from fuel tank	627.95
58271	10/20/2023	Printed			2800	BAXTER AUTO PARTS, INC.	2 in one receiver tube	52.67
58272	10/20/2023	Printed			10793	BIG VALLEY SANITATION	hedge creek falls porta potty	234.00
58273	10/20/2023	Printed			9437	BLUE STAR GAS	sn-111189-pump house	1.07
58274	10/20/2023	Printed			5325	REBECCA CATLETT	city cleaning Oct2023	132.00
58275	10/20/2023	Printed			9860	DUNSMUIR NEWS	Annual Newspaper subscription	45.52
58276	10/20/2023	Printed			9303	FASTENAL COMPANY	9.0Ah Battery Fire Dept.	728.02
58277	10/20/2023	Printed			5219	FERGUSON ENTERPRISES INC,1423	24x24x36 JARVW-4 ins enclosure	4,286.46
58278	10/20/2023	Printed			10757	GATEHOUSE MEDIA CA HOLDINGS	hiring notice 9/6,9/13,9/20	337.50
58279	10/20/2023	Printed			10753	PACE ANALYTICAL SERVICES,LLC	ww biweekly Ind test	503.25
58280	10/20/2023	Printed			39005	PACE ENGINEERING, INC.	city engineer services0204.40	88,480.43
58281	10/20/2023	Printed			39015	PACIFIC POWER	street lights 63601721-0155	1,732.82
58282	10/20/2023	Printed			39015	PACIFIC POWER	mott airport lights	21.55
58283	10/20/2023	Printed			39015	PACIFIC POWER	willow st i-5 light	10.86
58284	10/20/2023	Printed			10509	RDO EQUIPMENT CO.	BC1400/1500 KIT G2	246.79
58285	10/20/2023	Printed			10616	RENTAL GUYS	loader, bucket and grapple	5,276.06
58286	10/20/2023	Printed			47659	SISKIYOU COUNTY EDC	MOU October 2023	500.00
58287	10/20/2023	Printed			48255	SOUSA READY MIX, LLC.	aggregate base rock	561.17
58288	10/20/2023	Printed			53813	US BANK CORP PAYMENT SYSTEMS	Sept 2023 credit card purchasi	12,627.62
58289	10/20/2023	Printed			53806	USA BLUE BOOK, INC	20ft 3wire SPDT NONC	306.42
58290	10/27/2023	Printed			10882	BAINS TOWING & RECOVERY LLC	f-250 super duty tow to Crown	462.00
58291	10/27/2023	Printed			6325	CLEMENS WASTE REMOVAL	waste removal Oct2023 MOU	29,015.74
58292	10/27/2023	Printed			10866	DEAN LAW FIRM, INC	CTYDU-01- City Vs Foster	579.50
58293	10/27/2023	Printed			10148	DIVERSIFIED ELECTRIC, INC.	street lights repair	3,482.00
58294	10/27/2023	Printed			5219	FERGUSON ENTERPRISES INC,1423	Neptune 360 AMR Subscription	2,815.00
58295	10/27/2023	Printed			10657	GRIMM, GREG	Grade 3 ww operator services	3,780.00
58296	10/27/2023	Printed			39466	JO PETERSON DESIGN WORKS, INC.	Wise & Phelps addition	2,500.17
58297	10/27/2023	Printed			47520	NAPA	battery for truck 304	167.65
58298	10/27/2023	Printed			9201	O'REILLY AUTO PARTS	Green trailer #401 mini buls	69.09
58299	10/27/2023	Printed			10753	PACE ANALYTICAL SERVICES,LLC	drinking water weekly test	262.88
58300	10/27/2023	Printed			39015	PACIFIC POWER	general service contract	4,593.00
58301	10/27/2023	Printed			10525	QUILL CORPORATION	wall caland, binder clips,	133.64
58302	10/27/2023	Printed			45110	MARIO J. RUBINO	October Treasurer	50.00
58303	10/27/2023	Printed			9999992009	SCHWAAB, INC.	engraved nameplate,	209.01
58304	10/27/2023	Printed			10879	SILVER & WRIGHT LLP	legal draft for Abatements	2,318.10
58305	10/27/2023	Printed			9942	SISKIYOU CO. RECORDER	lien release 4416Duns Ave	20.00
58306	10/27/2023	Printed			44605	SISKIYOU CO. TAX COLLECTOR	5902 Duns Ave Fire hall Ptax	188.50
58307	10/27/2023	Printed			57680	SONSRAY MACHINERY LLC	edge, nut, bolt plow #409	1,296.50
58308	10/27/2023	Printed			60005	YREKA TRANSFER COMPANY	dump drop box at 4841Duns. Ave	6,019.60

Total Checks: 39

Checks Total (excluding void checks):

174,674.54

Total Payments: 39

Bank Total (excluding void checks):

174,674.54

Total Payments: 39

Grand Total (excluding void checks):

174,674.54

NOTICE OF CITY of DUNSMUIR CITY COUNCIL PUBLIC HEARING

Thursday, November 2, 2023, at 6:00 p.m.

NOTICE IS HEREBY GIVEN that the City of Dunsmuir City Council will hold a Public Hearing on Thursday, November 2, 2023, at 6:00 p.m. in the City of Dunsmuir Council Chambers, 5902 Dunsmuir Ave., Dunsmuir, California, to receive public comment, provide direction, and consider adoption of the 2023-2031 Draft Housing Element prior to submittal to the California Department of Housing and Community Development (HCD). The 2023-2031 Draft Housing Element is exempt from the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Section 15061(b)(3) the General Rule or Common Sense Exemption. Since no development or other physical change to the environment would be approved by Housing Element adoption, it can be seen with certainty that there is no possibility that the Housing Element adoption may have a significant effect on the environment in the City of Dunsmuir.

Every eight years, each California city and county must update the Housing Element of their General Plan and have it certified by the California Department of Housing and Community Development. The Housing Element is a policy document that identifies Dunsmuir's existing and future housing needs and establishes proposed actions to facilitate the provision of housing to meet those needs at all income levels. The Housing Element describes housing needs and includes an analysis of constraints to housing production. The City has released a Public Review Draft of the 2023-2031 Housing Element that recommends goals, policies and implementation programs intended to address these housing needs and constraints, and comply with State housing law during the eight-year plan period. Public comment received to date has also been considered in the draft. The Public Review Draft of the 2023-2031 Housing Element can be read and downloaded at <http://www.ci.dunsmuir.ca.us/news> and <https://www.siskiyou-housing.com/dunsmuir/>. A paper copy of the Public Review Draft are available for review at Dunsmuir City Hall (located at 5902 Dunsmuir Ave., Dunsmuir).

The Public Hearing will be held on Thursday, November 2, 2023, at 6:00 p.m. in the City of Dunsmuir Council Chambers, 5902 Dunsmuir Ave., Dunsmuir, California, at which time and place pertinent testimony will be heard.

Written comments may be submitted via email or mail. Send written comments via email to wperkins@ci.dunsmuir.ca.us, and please include "Dunsmuir Housing Element Update" in the email subject line. Mail written comments to Dunsmuir City Hall, 5915 Dunsmuir Ave., California 96025, Attn.: Dunsmuir Housing Element Update.

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Wendy Perkins
Deputy City Clerk



STAFF REPORT

RE: Wastewater Treatment Plant Improvement Project
Engineering Design and Construction Services

MEETING DATE:
November 2,
2023

SUBMITTED BY: Dustin J. Rief, City Manager

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL: To Approve the Engineering Proposal for the Wastewater Treatment Plant Improvement Project.

BACKGROUND/DISCUSSION:

The City submitted a State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) Construction Grant Application in July 2022 to complete needed improvements to the City's WWTP. Since completion of the Planning Grant, the City now desires to modify the project scope to include the following major components:

- New influent pipeline.
- New screening unit, grit removal system, and a new headworks channel with a Parshall flume.
- New activated sludge package plant including a blower building and other appurtenances.
- New enclosed disc media filtration.
- New disinfection system.
- New actuated butterfly valves in the effluent wet well to pond(s) and river.
- New outfall diffuser with safe access to collect samples.
- New sludge processing equipment.
- Four new groundwater monitoring wells.
- New WWTP electrical, controls, and alarms, including SCADA.
- New office/controls/laboratory building.
- New laboratory shall be capable of becoming Environmental Laboratory Accreditation Program (ELAP) certified.
- Upsize generator to accommodate newer equipment.
- Replace aluminum grates at the effluent wet well.
- Replace existing lab equipment as needed for quality assurance and/or quality control.
- Dredge the ponds.
- Raise the pond dikes around Ponds 3, 4, and 5 to be level with Pond 2.
- Convert the oxidation ditch to an equalization basin.

The project is funded through the Grant which was originally submitted as a planning grant in 2019. Modifications to the original proposal include additional needs, changes in funding availability and changes in technology available have allowed staff and Pace Engineering to consider different options to best fit the city's needs long into the future.

OPTIONS: Approve the Wastewater Treatment Plant Improvements Engineering Proposal.

Direct Staff to Modify Proposal.

Direct Staff to not modify the original scope of work.

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:

SUGGESTED MOTIONS: Motion to approve City of Dunsmuir (City) Wastewater Treatment Plant (WWTP) Improvement Project Proposal for Engineering Design and Construction Services

Attachments: City of Dunsmuir (City) Wastewater Treatment Plant (WWTP) Improvement Project Proposal for Engineering Design and Construction Services



October 2, 2023

204.75

Dustin Rief, City Manager
City of Dunsmuir
5915 Dunsmuir Avenue
Dunsmuir, CA 96025
citymanager@ci.dunsmuir.ca.us

Dear Dustin,

**Subject: City of Dunsmuir (City) Wastewater Treatment Plant (WWTP) Improvement Project
Proposal for Engineering Design and Construction Services**

PACE Engineering, Inc. (PACE) is pleased to respond to your request to provide engineering design and construction services for the subject project. The City submitted a State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) Construction Grant Application in July 2022 to complete needed improvements to the City's WWTP. Since completion of the Planning Grant, the City now desires to modify the project scope to include the following major components:

- New influent pipeline.
- New screening unit, grit removal system, and a new headworks channel with a Parshall flume.
- New activated sludge package plant including a blower building and other appurtenances.
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- New actuated butterfly valves in the effluent wet well to pond(s) and river.
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- New WWTP electrical, controls, and alarms, including SCADA.
- New office/controls/laboratory building.
- New laboratory shall be capable of becoming Environmental Laboratory Accreditation Program (ELAP) certified.
- Upsize generator to accommodate newer equipment.
- Replace aluminum grates at the effluent wet well.
- Replace existing lab equipment as needed for quality assurance and/or quality control.
- Dredge the ponds.
- Raise the pond dikes around Ponds 3, 4, and 5 to be level with Pond 2.
- Convert the oxidation ditch to an equalization basin.

This project consists of PACE completing the following Scope of Services:

SCOPE OF SERVICES

Task 100 – Additional Planning

PACE will complete a technical memorandum, including a Class 3 cost estimate and life cycle cost analysis. The technical memorandum will summarize the project need, objectives, and expected benefits. This technical memorandum is intended to supplement the WWTP Improvement Project Planning Grant Project Report, completed in May 2019, as required by the SWRCB CWSRF.

The City submitted the CWSRF Construction Grant Application in July 2022. PACE will update the Construction Grant Application components as necessary to reflect project scope changes.

Task 200 – Update Environmental Documentation

The environmental documentation originally completed for the WWTP Improvement Project was finalized in December 2018. Pursuant to Section II(E) of the State Environmental Review Process (SERP) for CWSRF, the applicant for CWSRF grant funding must re-evaluate the project's environmental conditions in an updated environmental document and complete applicable public participation requirements if it has been more than five years since the California Environmental Quality Act (CEQA) lead agency adopted the environmental documents.

In addition, if the project scope as described herein is eligible for funding under the CWSRF Grant Project, the environmental documentation will need to be updated to reflect the proposed project scope.

PACE will subcontract with ENPLAN to complete the environmental documentation.

Once the project scope and environmental documentation is approved by the City and CWSRF, and CWSRF has issued a Construction Funding Agreement, the next step in the process will be to complete the following Scope of Services:

Task 300 – Final Design and Bid Documents

PACE will finalize design drawings, contract specifications, and project cost estimates. This effort will include fine-tuning all key components of the project with the City.

Construction documents suitable for public bidding will be completed and provided to the City and the CWSRF for final approval prior to bidding.

Task 400 – Services During Bidding

The construction bid packages will meet all requirements of the City, funding and regulatory agencies.

PACE recommends the City use a third-party website, CIPLIST.com, to advertise the project bidding documents. CIPLIST.com is a free service provided to review and download project bidding documents. CIPLIST.com potentially allows for more prospective bidders to obtain project information and official City bidding documents, resulting in more competitive bidding.

PACE will assist the City with bidding and award of the project. This will include conducting a pre-bid job walk, responding to bidder technical questions, and issuing addenda as needed. PACE will assist the City in examining bids to ensure bids meet project qualifications and Disadvantaged Business Enterprises Good Faith Efforts, if required by the SWRCB. PACE will assist in determining the lowest, responsive, responsible bidder to recommend to CWSRF and the City Council for award of the construction contract.

Task 500 – Services During Construction

PACE will oversee construction management and construction observation of the project. This will include, but not be limited to the following: conduct preconstruction meetings, review material submittals to ensure they meet project specifications and CWSRF Requirements, respond to Contractor's requests for information during construction, review pay estimates, provide change order oversight, prepare record drawings, and complete a final report of construction completion acceptable to CWSRF.

PACE will also provide CWSRF funding assistance throughout project construction. This will include coordination with CWSRF during the final design, bidding, and construction phases of the project. Costs will be included in the engineering fee proposal for PACE to complete status reports and submit them to the City. This will be on a quarterly basis until construction begins after which it will be on a monthly basis, concurrent with contractor pay estimates. It is anticipated the City will submit all disbursement requests to CWSRF.

Task 600 – Resident Project Representative

The fee will include costs for one full-time resident project representative to provide construction observation for the duration of the project, from start of construction through final acceptance testing. The resident project representative will complete on-site construction observation and materials testing, monitor environmental mitigation measures associated with construction practices, complete field reports, and review monthly pay requests.

Task 700 – Prevailing Wage Monitoring

CWSRF requires all projects to comply with all applicable implementing guidelines and regulations adopted by the California Department of Industrial Relations (DIR) regarding State prevailing wage requirements. While it is ultimately the responsibility of the project Owner to verify prevailing wage requirements are being followed, PACE often completes the prevailing wage monitoring portion for the Owner. Costs for this effort have been included in the attached fee.

Task 800 – Dilution Study and Report of Waste Discharge Update

The project includes relocating the City's effluent diffuser downstream to reduce the interference with Castle Creek. As such, we anticipate the Central Valley Regional Water Quality Control Board (CVRWQCB) will require an updated dilution study as the City's mixing zones will most likely change with the new location. Furthermore, the City is required to complete a Report of Waste Discharge (ROWD) every five years in order to renew their waste discharge permit. With changing the treatment process, we anticipate the CVRWQCB will require the City to complete a ROWD based on the effluent quality of the new treatment process.

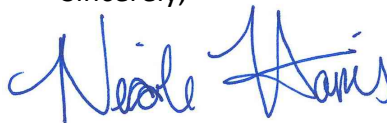
FEE

PACE proposes to provide the Scope of Services for Tasks 100 and 200 included in enclosed Exhibit A – City of Dunsmuir WWTP Improvement Project Engineering Fee for a not-to-exceed fee of \$96,300. Fees associated with Tasks 300 through 800 will be determined upon approval of the project scope by CWSRF. PACE will submit an amendment with an updated engineering proposal for the completion of Tasks 300 through 800 once construction funding is obtained. The current fee is based on the following lump-sum tasks:

Task 100 – Additional Planning	\$28,700
Task 200 – Update Environmental Documentation	<u>\$67,600</u>
TOTAL:	\$96,300

PACE appreciates the opportunity to work with the City on this important infrastructure project. We understand the final CWSRF funding agreement is not yet executed, but PACE will be ready to proceed with the project as soon as directed by the City by returning the enclosed Engineering Agreement. Please contact me with any questions you have regarding this proposal.

Sincerely,



Nicole Harris
Associate Engineer

Enclosures

M:\Jobs\0204\0204.75 WWTP Improvement Project\01 Agreements\01 Proposals\Prop Ltr_WWTP Improv Project.docx



**EXHIBIT A
CITY OF DUNSMUIR
WWTP IMPROVEMENT PROJECT
ENGINEERING FEE
OCTOBER 2, 2023**

WORK TASK		G. Maxwell QA/QC	N. Harris Project Mngr	J. Chandler Senior Engr	G. Fay Staff Engr	Office Staff	Category Subtotal
		Workdays					Cost ¹
100	ADDITIONAL PLANNING						
100a.	Project Scope Development		3.0	2.0	1.0		\$ 9,504
100b.	Technical Memorandum		5.0		1.5	3.0	\$ 12,000
100c.	Class 3 Cost Estimate		0.5				\$ 792
100d.	Life Cycle Cost Analysis	0.5	3.0				\$ 5,636
100e.	CWSRF Construction Funding Application Update		0.5				\$ 792
Additional Planning Subtotal:		0.5	12.0	2.0	2.5	3.0	\$ 28,724
200	UPDATE ENVIRONMENTAL DOCUMENTATION						
200a.	ENPLAN Scope of Work						\$ 66,000
200b.	Review Environmental Documents		1.0				\$ 1,584
Update Environmental Documentation Subtotal:		0.0	1.0	0.0	0.0	0.0	\$ 67,584
300	FINAL DESIGN AND BID DOCUMENTS						
Final Design and Bid Documents Subtotal:							TBD
400	SERVICES DURING BIDDING						
Services During Bidding Subtotal:							TBD
500	SERVICES DURING CONSTRUCTION						
Services During Construction Subtotal:							TBD
600	RESIDENT PROJECT REPRESENTATIVE						
Resident Project Representative Subtotal:							TBD
700	PREVAILING WAGE MONITORING						
Prevailing Wage Monitoring Subtotal:							TBD
800	DILUTION STUDY AND REPORT OF WASTE DISCHARGE						
Dilution Study and Report of Waste Discharge Subtotal:							TBD
TOTAL PERSON-DAYS:		0.5	13.0	2.0	2.5	3.0	
LABOR COST PER DAY:		\$ 1,768	\$ 1,584	\$ 1,768	\$ 1,216	\$ 752	
TOTAL ENGINEERING SERVICES COST ESTIMATE:							\$ 96,300

Note:

1. Refer to Exhibits B and B-1 for PACE's Standard Charges for Professional Services and Standard Charges for Prevailing Wage Professional Services, respectively.

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: (530) 235-4822

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

ADDRESS: 5915 Dunsmuir Ave., Dunsmuir, CA 96025

PROJECT TITLE: City of Dunsmuir Wastewater Treatment Plant Improvement Project

APN: _____ CLIENT PROJECT NO: _____

PROJECT DESCRIPTION:

Provide engineering services as stated below.

SCOPE OF SERVICES BY CONSULTANT:

See proposal letter dated October 2, 2023.

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: \$96,300 (Tasks 100 and 200)
- ☐ At the CONSULTANT'S STANDARD RATES. (See attached Exhibits B and B-1) Estimated Fee: _____
- ☐ Other. Describe: _____
- ☐ Special Billing Instructions: See proposal letter for 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: Exhibit A - Engineering Fee

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 93075

By: Nicole Harris

Name/Title: Nicole Harris, Associate Engineer

Date: October 2, 2023

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.

Exhibit B

STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective through December 31, 2023

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Senior Engineering Consultant	E8	\$255
Managing Engineer	E7	\$255
Principal Engineer/Surveyor	E6/LS6	\$240
Senior Engineer/Surveyor	E5/LS5	\$221
Associate Engineer/Surveyor	E4/LS4	\$198
Staff Engineer/Surveyor - Grade 3	E3/LS3	\$178
Staff Engineer/Surveyor - Grade 2	E2/LS2	\$167
Staff Engineer/Surveyor - Grade 1	E1/LS1	\$152
Technician 4	T4	\$167
Technician 3	T3	\$151
Technician 2	T2	\$136
Technician 1	T1	\$119
One-Man Survey Crew	SC1	\$280
Two-Man Survey Crew	SC2	\$356
Two-Man Survey Crew (O/T)	SC2x	\$421
Three-Man Survey Crew	SC3	\$439
Admin. Clerk 3	AD3	\$94
Admin. Clerk 2	AD2	\$83
Admin. Clerk 1	AD1	\$76

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 effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.

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

Exhibit B-1

STANDARD CHARGES FOR PREVAILING WAGE PROFESSIONAL SERVICES

Effective through December 31, 2023

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$215
Prevailing Wage Group 2 - Construction Observer (O/T)	\$254
Prevailing Wage Group 2 - Construction Observer (Double-Time)	\$292
Prevailing Wage One-Man Survey Crew	\$331
Prevailing Wage Two-Man Survey Crew	\$455
Prevailing Wage Two-Man Survey Crew (O/T)	\$538
Prevailing Wage Two-Man Survey Crew (2x O/T)	\$620
Prevailing Wage Three-Man Survey Crew	\$601
Prevailing Wage Three-Man Survey Crew (O/T)	\$708

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 effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.



CITY OF DUNSMUIR STAFF REPORT TO CITY COUNCIL

November 2, 2023

HOUSING ELEMENT UPDATE

- PROJECT SUMMARY:** The project consists of a proposed update of the City of Dunsmuir General Plan Housing Element.
- ENVIRONMENTAL:** Exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines
- ATTACHMENTS:**
- A. Draft Resolution 2023-14, A Resolution of the Dunsmuir City Council Adopting the 2023-2031 Housing Element Update.
 - B. Draft 2023-2031 Housing Element Update for the City of Dunsmuir: can be read in full and downloaded at <http://www.ci.dunsmuir.ca.us/news> and <https://www.siskiyou-housing.com/dunsmuir/>.
 - C. Chapter 2 – Goals, Policies and Housing Programs and the City of Dunsmuir’s AFFH Housing Action Plan (Table A-38) excerpted from Appendix A, section 7.0.
 - D. Draft California Environmental Quality Act – Notice of Exemption

PROJECT OVERVIEW

Every eight years, each California city and county must update the housing element of their General Plan and have it certified by the California Department of Housing and Community Development (HCD). Housing elements are legally required to evaluate all of the following:

- The existing and projected housing needs of all segments of the locality’s population.
- Governmental and nongovernmental constraints that may impede the production of market-rate and affordable housing, housing that is appropriate to meet the needs of special populations, and the locality’s efforts to address those constraints.
- The availability and suitability of land within the locality to meet the housing needs of all segments of the population.
- Identify and evaluate fair housing issues and any associated geographic patterns associated with those fair housing issues; and identify conditions and factors that contribute to these issues and patterns.

The draft 2023-2031 Housing Element Update (“draft Housing Element”) is intended to provide the City of Dunsmuir with a comprehensive strategy to promote the production of safe, decent, and affordable housing for all residents. It includes policies and programs that commit the City to removing regulatory barriers to the production of market-rate and affordable housing, and encouraging the conservation of the City’s existing supply of housing. Many of the draft Housing Element’s programs are intended to fulfill a requirement of State law. Additionally, many programs have measurable objectives to enable the City and residents to monitor progress over the next eight years.

On September 18, 2023, the City released a draft Housing Element for a 30 day period for the public to provide comments on the Public Review Draft. On October 11, 2023, the Dunsmuir Planning Commission held a public hearing to accept public comments, discussed Commissioner comments, and adopted

Resolution PC-2023-04 recommending the City Council adopt the 2023-2031 Housing Element Update. Public comment and input, including the community survey that was opened from December 2022 to March 2023, has also been considered in the draft. In accordance with the requirements of state housing law, the draft Housing Element recommends goals, policies and implementation programs intended to address the housing needs and constraints for all residents in the community, and to comply with State housing law during the eight-year planning period. The purpose of the City Council hearing is to receive and consider public and councilmember comments, and for the City Council to adopt the 2023-2031 Housing Element update.

The City's current Housing Element (also referred to as the "5th cycle") was adopted in 2016. Of the required elements of the General Plan, the housing element is the only element that must be updated on a regular basis (i.e., every eight years), and on a predetermined schedule set forth by State law. As such, the City has prepared a draft update of the housing element for the 2023-2031 planning period. Another important reason the Council is being asked to adopt the 2023-2031 Housing Element Update is to meet the City's SB 2 grant deadline of December 2023. Dunsmuir's SB 2 grant is providing funding for the preparation of the housing element.

Housing elements are the only general plan element that is subject review and certification by the State of California. The California Department of Housing and Community Development (HCD) is assigned the authority to review and certify housing elements. HCD reviews housing elements for substantive compliance with State housing laws, and to assure the locality's housing element and its implementation move towards the State housing goal for every California to be able to attain decent housing in a suitable living environment (Government Code Sections 65580 and 65581). A housing element that is compliant with state law is essential for the City to access state funding, such as Community Development Block Grant (CDBG), Infill and Infrastructure Grant (IIG) program, etc. As such, this update is critically important to the City because the City regularly relies upon CDBG funding for infrastructure improvements and economic development.

OVERVIEW OF HOUSING ELEMENT REQUIREMENTS AND CHANGES TO HOUSING LAW

A key part of the draft 2023-2031 Housing Element is that lays out strategies to address the needs of residents that are not typically met by the private market, including low-income households, seniors, persons experiencing homelessness, and people with disabilities. While a City may not directly build or own housing, a City can facilitate production by guiding land use policies, coordinating with community partners, and in the case of affordable housing, by partnering with developers, lenders, and nonprofits on funding opportunities.

California's Housing Element law acknowledges that to address the spectrum of housing needs, local governments must adopt plans and regulatory systems that provide opportunities for and do not unduly constrain housing development. It also establishes that each city and county accommodate their fair share of affordable housing as an approach to distributing housing needs throughout the region and state. State law requires that Housing Elements address the following issues, among others:

- Include all economic segments of the community in the planning process;
- Review the progress and effectiveness of previous Housing Elements;
- Assess housing needs, including those of special needs populations, such as seniors, individuals experiencing homelessness, female-headed households, large households, and persons with disabilities;
- Assess the fair housing issues and trends in four key areas, contributing factors to these issues and trends, as well as the local jurisdiction's fair housing enforcement and outreach capacity;
- Address governmental and non-governmental constraints to housing production;

- Inventory whether there are an adequate number of appropriately zoned sites to accommodate existing need and projected growth for all income groups, as projected by the State Department of Housing and Community Development;
- Outline a housing program with goals, policies, and programs that are consistent with the General Plan and that address housing needs, constraints, and available resources, including any fair housing issues that have been identified. The housing program must include a timeline of programs during the planning period.

Beginning in the 2017 legislative year, numerous new housing laws have been enacted by the State. Many of these laws mandate new analyses and programs in each Housing Element, as well as an entire slate of laws to remove barriers to the development of Accessory Dwelling Units (ADUs), including limitations on local government regulation of ADUs. These new laws apply to Dunsmuir's 2023-2031 Housing Element Update, and wherever available, HCD guidance memos have been followed in its development. These include, but are not limited to:

- ADUs (AB 3182, AB 671, AB 68, AB 587, AB 670, AB 881, SB 13)—These new laws limit local jurisdictions' ability to restrict the development of ADUs in a variety of ways and mandate streamlined, ministerial approval of ADUs within defined conditions. AB 671 specifically requires that Housing Elements include a plan to incentivize and promote the creation of ADUs that can offer affordable rents for very-low, low-, or moderate-income households.
- Affirmatively Furthering Fair Housing (AB 686)—All Housing Elements adopted on or after January 1, 2021 must contain an Assessment of Fair Housing (AFH) conducted in accordance with HCD program guidance, an analysis of the Adequate Sites Inventory, a matrix of identified contributing factors to fair housing issues, and a program of actions that promote and affirmatively further fair housing opportunities throughout the community.
- No Net Loss (SB 166)—As jurisdictions make decisions regarding zoning and land use, and as development occurs, jurisdictions must have a program to assess their ability to accommodate new housing on the remaining sites in their Housing Element site inventories. A jurisdiction must add adequate sites if land use decisions or development results in a shortfall of sufficient sites to accommodate its remaining housing need for each income category.
- Site Inventory (SB 6, AB 1397, AB 1486, AB 686, AB 725)—The Housing Element establishes a jurisdiction's strategy to plan for and facilitate the development of housing over the planning period by providing an inventory of land adequately zoned or planned to be zoned for housing and programs to implement the strategy. These laws modified the content of the site inventory, including new analyses for capacity calculations, infrastructure requirements, suitability of non-vacant sites, size of site and density requirements, location requirements, sites identified in the previous Housing Element and rezone program requirements, among others.

ENVIRONMENTAL REVIEW

It is staff's opinion that the draft 2023-2031 Housing Element Update is exempt from environmental review pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states "The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The recommended housing element programs The housing

Therefore, prior to adoption of the 2023-2031 Housing Element Update, the City should make the finding that "it can be seen with certainty that there is no possibility that adoption of the Housing Element Update may have a significant effect on the environment".

In support of this finding, staff would suggest that even though the 2023-2031 Housing Element Update establishes goals, policies, and programs that are intended to facilitate the development of housing in the city, there are no goals, policies, or programs that would result in increased residential densities, allow residential development to occur in areas not already designated and zoned for such, or diminish environmental oversight of future projects. Therefore, potential environmental impacts under the proposed 2023-2031 Housing Element Update are no greater than potential environmental impacts under existing zoning and land use designations.

NEXT STEPS

The City is currently working toward a deadline of November 2023 to submit the Housing Element to HCD for an initial 90-day review cycle. Following receipt of HCD's comments, it is anticipated that the City will need to modify the 2023-2031 Housing Element Update to address HCD's comment as this is a fairly typical outcome of HCD's review.

PLANNING STAFF'S RECOMMENDATION

Staff recommends that the City Council consider the totality of the record before it, including all comments presented at the public hearing, and should the Council determine that the project as proposed would not have a significant impact on the environment, staff recommends that the City Council:

- **Make** the finding that the project, as proposed does not have the potential to result in a significant impact on the environment; and
- **Adopt** draft Resolution 2023-14, A Resolution of the Dunsmuir City Council Adopting the 2023-2031 Housing Element Update.

SUGGESTED MOTIONS

- A. I move we make the finding that, on the basis of the entirety of the record before us, including comments received, the proposed project could not have a significant adverse effect on the environment.
- B. I move that we adopt Resolution 2023-14, A Resolution of the Dunsmuir City Council adopting the 2023-2031 Housing Element Update.

ATTACHMENTS

- A. Draft Resolution 2023-14, A Resolution of the Dunsmuir City Council Adopting the 2023-2031 Housing Element Update
- B. The Draft 2023-2031 Housing Element Update can be read in full and downloaded at <http://www.ci.dunsmuir.ca.us/news> and <https://www.siskiyou-housing.com/dunsmuir/>.
A paper copy of the Draft 2023-2031 Housing Element is available for review at Dunsmuir City Hall, located at 5915 Dunsmuir Ave., Dunsmuir, during regular business hours.
- C. Chapter 2 – Goals, Policies and Housing Programs and the City of Dunsmuir's AFFH Housing Action Plan (Table A-38) excerpted from Appendix A, section 7.0.
- D. Draft California Environmental Quality Act – Notice of Exemption

ATTACHMENT A

RESOLUTION 2023-14

RESOLUTION 2023-14
A RESOLUTION OF THE DUNSMUIR CITY COUNCIL ADOPTING THE
2023-2031 HOUSING ELEMENT UPDATE

WHEREAS, the current City of Dunsmuir General Plan Housing Element for the 5th cycle planning period was adopted in 2016; and

WHEREAS, state Housing Element Law (Government Code Sections 65580 et seq.) requires that the City Council adopt a Housing Element update every eight years. The current update is referred to the 6th cycle update for the 2023-2031 planning period. In order to comply with state law, the City of Dunsmuir has undertaken the review and update of the Housing Element for the 6th cycle planning period that sets forth housing policies and programs to facilitate the preservation and development of housing; and

WHEREAS, Chapter 1 of the 6th cycle draft 2023-2031 Housing Element Update (“draft Housing Element”) describes the public participation effort undertaken to update the housing element; and

WHEREAS, in accordance with Government Code Section 65585(b), on September 18, 2023, the City posted the draft Housing Element and requested public comment for a 30-day review period, and extended the public review period to October 20, 2023, and

WHEREAS, on October 11, 2023, the Planning Commission of the City of Dunsmuir held a duly noticed public hearing as prescribed by law to consider the draft 2023-2031 Housing Element Update; and

WHEREAS, after consideration of the staff report, all public testimony, and evidence presented at the public hearing, by unanimous votes the Planning Commission found the draft 2023-2031 Housing Element Update to be exempt from the CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, and adopted Resolution PC-2023-04, A Resolution of the Planning Commission of the City of Dunsmuir Recommending the City Council Adopt the 2023-2031 Housing Element Update; and

WHEREAS, on November 2, 2023, the City of Dunsmuir City Council held a duly noticed public hearing as prescribed law to consider the draft 2023-2031 Housing Element Update; and

WHEREAS, the City Council determined the draft Housing Element does not have the potential to cause a significant impact to the environment and is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines as the draft Housing Element will not result in any direct or indirect physical changes to the environment; the draft Housing Element does not make any changes to the General Plan land use map and would not modify any land use designations, allowed densities, or land use intensities established by the General Plan; the revisions would not result in any changes to the intensities or densities of allowed uses beyond those allowed by the General Plan and those standards currently required by State law; the draft Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development, but rather updates housing policies and programs in order for the City of Dunsmuir to comply with State housing law; and

WHEREAS, the City Council has found the draft Housing Element, and the programs and housing action plan contained in Chapter 2 take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics, consistent with the City’s obligation to affirmatively further fair housing pursuant to Government Code Section 8899.50; and

WHEREAS, the City Council has found that the draft Housing Element is in the public interest because it provides the City with a mechanism to further social, economic, housing and other goals that

have been adopted by the City Council and the State Legislature. The draft Housing Element will help the City achieve the following housing goals:

1. Provide Adequate Sites
2. Ensure the Availability of a Variety of Housing Types
3. Conserve, Rehabilitate, and Enhance the Condition of the Existing Housing Stock and Residential Neighborhoods
4. Facilitate the Provision of Housing Suited to Persons with Special Needs
5. Encourage and Support the Development of Affordable Housing
6. Encourage Sustainable Housing Development and Energy Conservation
7. Promote Equal and Fair Housing Opportunities for All People

WHEREAS, the City Council has found that the draft Housing Element is consistent with a comprehensive view of the Dunsmuir General Plan, and

NOW, THEREFORE, BE IT RESOLVED that the City Council:

1. Held a public hearing in the manner prescribed by law; and
2. Find the draft Housing Element is exempt from the CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
3. Adopt the draft 2023-2031 Housing Element Update; and
4. Authorize the City's Housing Element Consultant, Planwest Partners, Inc., in consultation with the Contract City Planner to consider and incorporate written public comments, as appropriate, received by 5:00 pm, November 3, 2023; and
5. Authorize the City's Housing Element Consultant, Planwest Partners, Inc., in consultation with the Contract City Planner to transmit the adopted Housing Element to HCD for review upon completion of the ten-business day period prescribed by Government Code Section 65585(b)(1).

BE IT FURTHER RESOLVED that minor changes to the draft Housing Element that do not substantially change the goals, policies, programs, or objectives, that are reasonably based on credible information that is readily accessible to the public, to make the draft internally consistent or to address any non-substantive changes or amendments suggested or requested by HCD, and that are published in accordance with Government Code Section 65585(b)(1) shall not be considered to be substantial changes requiring further review by the City Council. However, should HCD require substantial modifications to the adopted Housing Element not previously considered by the City Council, City staff shall bring such modifications back to the City Council for its recommendation pursuant to Government Code Section 65356.

IT IS HEREBY CERTIFIED that the foregoing Resolution 2023-14 was duly adopted on a motion by Council Member _____ and seconded by Council Member _____ at a regular meeting of the City of Dunsmuir City Council held on the 2nd day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF DUNSMUIR CITY COUNCIL

Juliana Lucchesi, Mayor

WITNESS, my hand and seal this 2nd day of November 2023

Wendy Perkins, Deputy City Clerk

ATTACHMENT B

**CITY OF DUNSMUIR DRAFT
2023-2031 HOUSING ELEMENT UPDATE**

The draft 2023-2031 Housing Element Update
for the City of Dunsmuir is available online
for reading and download at
<http://www.ci.dunsmuir.ca.us/news> and
<https://www.siskiyou-housing.com/dunsmuir/>.

Additionally, a paper copy is available for review at Dunsmuir
City Hall, located at 5915 Dunsmuir Ave., Dunsmuir, CA,
Monday through Fridays between the hours of
9:00 am to 4:30 pm.

ATTACHMENT C

GOALS, POLICIES, AND PROGRAMS AND THE AFFH HOUSING ACTION PLAN (EXCERPT FROM DRAFT 2023-2031 HOUSING ELEMENT UPDATE)

Corrections/Errata to the Chapter 2 and the AFFH Housing Action Plan:

- Generally adjusted spacing to condense the document overall.
- Chapter 2, Page 2-7, Program HE.3.1.1(2): change the goal from assisting 7 households to assisting 3 households during the next eight years. The value of 3 aligns with the Quantified Objective, Table 2-2, for rehabilitation.
- Page A-42: Correction of typos, and deletion of a sentence fragment
- Page A-44: Deletion of “education attainment” and “high unemployment”. These were incorrectly carried over from the template. Dunsmuir’s reported unemployment rate in 2020 was lower than the region’s rate for the same period; see section 2.5 of Appendix A for further discussion. See Section 7.1.3 of Attachment A for further discussion of Dunsmuir residents educational attainment. Generally, Dunsmuir residents have a similar rate of education attainment as the region.

Chapter 2 – Goals, Policies, and Housing Programs

This chapter of the Housing Element contains the City’s housing goals and policies, as well as proposed strategies (or programs) to implement these goals and policies.

According to the State General Plan Guidelines (2017), a goal is an ideal future end related to the public health, safety, or general welfare. Because goals are general expressions of a community’s vision for itself, goals may be abstract in nature, and as a result, they are generally not quantifiable or time dependent. Therefore, to aid in reaching the goals, specific statements (i.e., policies) are adopted to guide decision-making and through the implementation of programs that commit the City to specific courses of action.

The objective of the Housing Element goals, policies, and programs is to address those housing needs, constraints to housing production, and contributing factors to fair housing identified in Appendix A. Available funding resources for housing are discussed in Appendix C and are integrated into programs as applicable. Each program contains a description of the intended action, identification of the responsible agency, possible funding sources (if available), the timeline for implementation, and anticipated results. Whenever possible, anticipated results are expressed in quantified terms.

Required Program Components

To address the housing needs of all income levels in compliance with State housing element law, a jurisdiction must, at a minimum, identify a suite of programs that do all of the following:

- Identify adequate sites, with appropriate zoning and development standards and services to accommodate the locality’s share of the regional housing needs for each income level.
- Assist in the development of adequate housing to meet the needs of extremely low-, very low-, low-, and moderate-income households.
- Address and, where possible, remove governmental constraints to the maintenance, improvement, and development of housing, including housing for people at all income levels, as well as housing for people with disabilities.
- Conserve and improve the condition of the existing affordable-housing stock.
- Preserve assisted housing developments at-risk of conversion to market-rate.
- Promote equal housing opportunities for all people, regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability.
- Explicitly address, combat, and relieve disparities resulting from past and current patterns of segregation to foster more inclusive communities, address disparities in housing needs and access to opportunity, and foster inclusive communities.

For each program, the jurisdiction must identify a schedule of actions during the planning period, the agencies and officials responsible for implementation, and identification of funding sources to implement the program. Appropriate grant programs that will be applied can be identified as a funding source. The goals of Dunsmuir’s 2023-2031 Housing Element are itemized below. Within each goal there are associated policies and programs. Implementation of the policies and programs will facilitate achieving the Goal.

- GOAL HE.1 - Provide Adequate Sites
- GOAL HE.2 - Ensure the Availability of a Variety of Housing Types
- GOAL HE.3 - Conserve, Rehabilitate, and Enhance the Condition of the Existing Housing Stock and Residential Neighborhoods.
- GOAL HE.4 - Facilitate the Provision of Housing Suited to Persons with Special Needs
- GOAL HE.5 - Encourage and Support the Development of Affordable Housing
- GOAL HE.6 - Encourage Sustainable Housing Development and Energy Conservation
- GOAL HE.7 - Promote Equal and Fair Housing Opportunities for All People



Use of the California icon  below denotes Dunsmuir’s programs that fulfill a specific State housing law requirement. Table 2-1 below, lists the 12 programs that are intended to meet a State housing law mandate and is for quick reference. While there are programs that do not have the California icon, these programs are intended to meet one or more of the required program components discussed above. Also, some programs are included in response to public input received during meetings.

Table 2-1 Programs to Meet a Specific State Law Requirement			
HE-1.3.1	HE-2.1.1	HE-2.3.1	HE-4.2.2
HE-1.3.2	HE-2.2.1	HE-3.2.1	HE-7.1.1
HE-1.3.3	HE-2.2.2	HE-4.2.1	HE-7.1.2

To affirmatively further fair housing, jurisdictions must establish goals, policies, and actions based on the identified contributing factors, and the priority of those factors. Government Code Section 8899.50 requires “meaningful actions” well beyond combating discrimination to overcome patterns of segregation and foster inclusive communities. These actions, as a whole, must:

- Address significant disparities in housing needs and in access to opportunity;
- Replace segregated living patterns with truly integrated and balanced living patterns;
- Transform racially and ethnically concentrated areas of poverty into areas of opportunity; and
- Foster and maintain compliance with civil rights and fair housing laws, to address Dunsmuir’s fair housing issues and the contributing factors.

Contributing factors are prioritized in Table A-38 in Appendix A. Dunsmuir’s action plan that will address the identified contributing factors to overcome identified patterns of segregation and affirmatively further fair housing is also found in Appendix A, Section 7.1. Dunsmuir’s housing programs to affirmatively further housing are not confined to section x of Appendix A alone as Chapter 2 also includes programs that affirmatively address fair housing issues. Programs that further fair housing are identified by the fair housing icon: 

In June 2023, the City of Dunsmuir adopted a comprehensive update of the Dunsmuir Municipal Code, Title 17, Zoning. One objective of this update was to eliminate constraints to the maintenance, improvement, and

development of housing pursuant to Government Code Section 65583(c)(3). The zoning code update addresses most of the previous barriers and constraints to housing, and inconsistencies with State housing law.

Goal HE.1 – Provide Adequate Sites

The City of Dunsmuir shall provide adequate sites to accommodate the City's housing needs and regional housing needs by always ensuring there is an adequate supply of land for residential development.

Policy HE.1.1

The City shall encourage and facilitate the construction of housing to meet the City's share of regional housing needs during the 2023-2031 Housing Element planning period of at least one (1) extremely low income unit and one (1) low income unit. In addition to Dunsmuir's share of the regional housing needs, the City shall encourage and facilitate the rehabilitation and construction of the following number of housing units according to the following income levels:

Table 2-2
Quantified Objectives, 2023-2031

	Extremely Low Income	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total
New Construction	2	2	2	1	0	7
Rehabilitation	1	1	1	0	0	3
Totals	3	3	3	1	0	10

Policy HE.1.2

Ensure Dunsmuir provides adequate sites with appropriate zoning and available public facilities and services to meet the City's share of regional housing needs for all income groups during the housing element planning period. These lands shall be available at any time with appropriate General Plan and Zoning regulations for residential development to reduce the impact that the lack of available land may have on the cost of single-family and multifamily development.

Policy HE.1.3

The City shall not place any condition of approval that lowers the proposed density of a residential project if the project otherwise conforms to the General Plan, zoning, and/or development policies in effect, unless the requisite findings required by Government Code Section 65589.5 et seq. are made.

Program HE.1.3.1



To ensure at all times during the planning period the City has an adequate inventory to accommodate its designated regional housing need allocation, the City will evaluate and make written findings for entitlement and building permit applications seeking to develop designated inventory sites for decreases in density and affordability of housing units consistent with No Net Loss Law, Government Code Section 65863 et seq. If project approval will result in an inventory deficit, steps will be taken to replace the lost inventory sites by rezoning qualified properties in other areas as needed to meet the City's remaining RHNA for lower-income households in accordance with Government Code Section 65863 et seq.

Administration: Planning Department, City Manager

Funding: Application fee, General Fund

Timing: On a project-by-project basis; the City shall conform with the provisions of Government Code Section 65863 et seq. if an inventory deficit is found

Program HE.1.3.2 (was Program HE-1.3.1)

Every year, as part of the annual Housing Element review, the City shall review the vacant land inventory with the objective of ensuring the City can accommodate a variety of housing types for all income levels. If a deficiency is projected to occur, the City shall take steps to change the General Plan and zoning as needed to increase the amount of available land. The City shall make the inventory available to the public, especially the development community, for their information and use.

Administration: Planning Department, City Manager

Funding: General Fund

Timing: Annually.

Policy HE.1.4

It shall be the policy of the city of Dunsmuir to grant priority for the provision of water and sewer services to proposed developments that include housing units affordable to lower income households, in compliance with State law, i.e., subparagraph (a) of Government Code Section 65589.7, at all times for the duration of the 2023-2031 housing element planning period.

Program HE.1.4.1

In compliance with State law, i.e., subparagraph (b) of Government Code Section 65589.7, the City shall establish written policies and procedures that grant priority for water and sewer to proposed development that includes housing affordable to lower-income households.

Administration: Department of Public Works and City Manager

Funding: General Fund

Timing: Within one year from adoption of the Housing Element.

Policy HE.1.5

With all due consideration to financial constraints, and consistent with other General Plan policies, and State law, the City shall encourage, participate, and cooperate in the extension of City services to currently unserved and underserved areas, including direct financial participation when deemed appropriate by the City Council.

Program HE.1.5.1

Subject to availability of funding, the City shall work with developers of housing outside of existing sewer and/or water service areas, and in areas where existing systems are at or near capacity, to develop or improve essential utility systems to facilitate housing development. City assistance may involve direct participation in improvements or cooperation in the formation of assessment districts or other means of financing necessary improvements.

Administration: City Manager

Funding: To be determined.

Timing: As opportunities are recognized.

Goal HE.2 – Ensure the Availability of a Variety of Housing Types

Dunsmuir shall remove governmental constraints on the development, maintenance, and improvement of housing to ensure a variety of housing types for all income levels can be developed throughout the City of Dunsmuir during the 2023-2031 Housing Element planning period.

Policy HE.2.1

The City will ensure that developers and City residents are made aware of key housing programs and development opportunities.

Program HE.2.1.1



The City will improve community awareness and support for the City's housing programs citywide by publicly sharing information on the City's website about zoning ordinances, development standards, fees, exactions, surplus public lands, fair housing resources, reasonable accommodation procedures, and housing affordability requirements. The City shall also encourage development of Accessory Dwelling Units (ADUs) and Junior ADUs (JADUs) by publishing information about ADUs and JADUs on the City's website. This program will be implemented consistent with the requirements of AB 1483 (2019). The City will perform proactive public outreach using a variety of methods that may include in-person or virtual participation and may occur outside City offices and regular business hours (e.g., community events, farmer's markets; real estate industry workshops, and direct contact with developers and property owners) to improve the dissemination of information about the City's housing programs including affordable housing programs.

Administration: City Manager and Planning Department

Funding: General Fund

Timing: Within one year from adoption of the Housing Element. To improve awareness of the City's affordable housing programs, the City will participate in an industry event, workshop, or similar public event/activity at least once a year beginning in 2025.

Policy HE.2.2

The City shall ensure that its land use regulations are consistent with State law, and that planning and building entitlement and permit processes and procedures do not unnecessarily constrain the production of housing. The City shall continue its practice of prioritizing multifamily housing development applications. The City will encourage the development of affordable housing, in particular extremely low-income housing units, by maintaining low fee requirements and to ensure that City fees are not a constraint to the development of affordable housing.

Program HE.2.2.1



Should the California Department of Housing and Community (HCD) issue written findings concerning the City Dunsmuir's regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUS) pursuant to Government Code Section 65852.2(h)(1), the City of Dunsmuir shall amend the Dunsmuir Municipal Code to address inconsistencies with State law and written findings issued by HCD.

Administration: Planning Department and City Manager

Funding: General Fund

Timing: Should HCD issue written findings pursuant to Government Code Section 65852.2(h)(1), then within one year from the date of the letter.

Program HE.2.2.2 (was Program HE 1.1.2)

Encourage the development of affordable housing (in particular extremely low-income housing units) by maintaining low fee requirements. When fee increases are deemed necessary, lower fees will be maintained, whenever feasible, to encourage housing projects with units affordable to extremely- and low-income households.

Administration: Building Department, Planning Department, and City Manager

Funding: General Fund

Timing: Prior to adoption of new ordinances and resolutions for residential development standards and fees.

Program HE.2.2.3 (was Program HE 1.2.2)

In order to help meet the needs of extremely low-income persons and households, prioritize incentives for housing developments with units that are affordable to lower income households.

Administration: Planning Department, City Manager

Funding: Grants, General Fund

Timing: For the duration of the 2023-2031 planning period, coordinate with housing organizations and developers of prospective projects, and apply annually as NOFAs are released for the duration of the 2023-2031 housing element planning period, and as qualifying prospective projects are submitted.

Policy HE.2.3

The City will facilitate the development of workforce and affordable housing through supporting funding applications, expedited permit review, approval of requests for density bonuses or development incentives, the availability of ministerial streamlining for qualifying projects, and other incentives. The City will work with market rate and nonprofit housing developers, and community organizations to facilitate the development of workforce and affordable housing.

Program HE.2.3.1

1) The City shall provide density bonuses to homebuilders proposing to include qualifying dwelling units and/or other qualifying project amenities within residential developments consistent with Government Code Section 65915 et seq.

2) The City will prepare and publish materials on the City's website informing property owners and housing developers of the City's density bonus program for qualified housing developments consistent with Government Code 65940.1.

3) To ensure ongoing compliance with State Density Bonus Law, the City shall continue to monitor for amendments to Government Codes Sections 65915 et seq., and amend Title 17, Zoning, as necessary.

Administration: Planning Department, City Manager

Funding: General Fund

Timing: 1) As qualifying prospective projects are submitted; 2) within 30 days of adoption of amendments to the Title 17, of the Dunsmuir Municipal Code; and 3) As part of the City's annual housing element progress report, the City shall report to the Planning Commission any amendments to Government Codes Section 65915.

Program HE.2.3.2

The City shall amend Chapter 17.116 of the Dunsmuir Zoning Code to expressly allow accessory dwelling units and junior accessory dwelling units to be developed on the same parcel that is improved with an existing dwelling unit and an existing second dwelling unit.

Additionally, section 17.116.030 of the Dunsmuir Zoning Code shall be amended to prohibit a Second Dwelling Unit (as provided by Dunsmuir Zoning Code section 17.92.040) that is converted to an Accessory Dwelling Unit in accordance with Chapter 17.116 to revert to a Second Dwelling Unit.

Administration: Planning Department

Funding: General Fund

Timing: Initiate amendments within one year from adoption of the 2023-2031 Housing Element and adopt amendments within two years from adoption of 2023-2031 Housing Element.

Goal HE.3 – Conserve, Rehabilitate, and Enhance the Condition of the Existing Housing Stock and Residential Neighborhoods.

The City shall initiate all reasonable efforts to preserve, conserve, and enhance the quality of existing dwelling units and residential neighborhoods to ensure full utilization of the City's existing housing resources for as long as physically and economically feasible.

Policy HE.3.1

The City shall support housing rehabilitation and encourage housing maintenance to conserve the inventory of housing, and to avoid future need for significant rehabilitation or replacement.

Program HE.3.1.1

- 1) The City shall continue to encourage the construction of new housing and/or the rehabilitation of existing housing for residents with special needs by granting these persons and/or households priority in the City's CDBG housing rehabilitation program.
- 2) Continue to apply for CDBG funds, and as other appropriate funding becomes available, to assist homeowners with low interest loans and/or grants through the City's Housing Rehabilitation Program. With a goal of assisting 73 households over the next eight years, strive to preserve low- and moderate-income housing through implementation of the Housing Rehabilitation Program. Rehabilitation, energy conservation, and weatherization program information will be periodically updated by staff and disseminated to the public through annual mailings and handouts made available at City Hall, and the City's website. In order to reduce energy consumption in the City, require units to be rehabilitated with CDBG funds to include energy conservation features, such as dual-pane windows, insulation, caulking, and weather stripping. (was Program HE.4.1.2)

Administration: City Manager

Funding: CDGB/Revolving Loan Fund

Timing: 1) For the duration of the 2023-2031 housing element period. 2) Apply annually as NOFAs are released for the duration of the 2023-2031 housing element planning period.

Program HE.3.1.2

- 1) The City shall relaunch its owner-occupied rehabilitation (OOR) program for income-qualified households, and apply for funding. If the City has available program income and OOR is an eligible use of program income per the grantor, the City will consider amendments to the program income reuse plan to include an OOR activity, and establish a suballocation of the program income for the OOR activity.
- 2) The City shall provide free guidance and technical assistance through the Building Department to homeowners who wish to repair and improve the habitability and weatherization of existing housing. The availability of this service will be advertised as part of the City's proactive public outreach for housing to improve community awareness.
- 3) The City shall support third-party and non-profit organizations, such as Great Northern Corporation, that offer zero- and low-cost rehabilitation or weatherization programs, including but not limited to, facilitating notification of owners of homes in need of rehabilitation or weatherization about programs that could help meet rehabilitation needs.
- 4) The City will support and promote the activities of other governmental agencies and non-profits that promote homeowner maintenance and improvement of self-help skills. The City will advertise the availability of these programs and services using the its website, mailers with utility bills, and display of printed materials in City offices and the City library.
- 5) The City shall continue to perform proactive code enforcement and abatement of substandard residential structures in order to conserve the inventory of housing. Property owners will be allowed reasonable opportunities to correct deficiencies and offer incentives (such as financial assistance under the housing rehabilitation program for qualifying property owners) when available to encourage rehabilitation of substandard structures.
- 6) the City will implement affirmative marketing of the OOR and other housing programs. An affirmative marketing program will include:
 - Advertising the availability of programs in multiple languages, and advertise in various media outlets, such as newspapers, magazines, radio, or online platforms, that reach a wide and varied audience.
 - Provide information about the program to potential applicants in multiple languages
 - Offering reasonable accommodations to persons with disabilities to ensure equal opportunity to apply. This measure includes placing information relating to requests for reasonable accommodations at the main counter at City Hall and on meeting agendas
 - Creating materials that feature images and messages that appeal to a diverse range of potential applicants, including classes protected under fair housing laws.

Administration: City Manager, and Planning and Building Departments

Funding: General Fund

Timing:

- 1) No less than annually the City will review state funding calendars to identify programs that allow OOR as an eligible activity. As state and federal funding becomes available, the City will apply for funding for an owner-occupied program.
- 2) & 6) No less than annually
- 3) The City shall contact third-party and non-profit organizations no less than annually about availability of zero- and low-cost rehabilitation or weatherization programs.

- 4) The City shall contact agencies and non-profit organizations no less than annually about planned activities, and coordinate participation.
- 5) Transactionally during the planning period, and as substandard housing conditions are verified by the Building Department.

Policy HE.3.2

Implement Replacement Housing to Mitigate the Loss of Affordable Housing Units on Housing Element Inventory Sites. Upon City Council adoption of 6th Cycle Housing Element Update, the City shall immediately begin implementing replacement housing, when applicable, in accordance with Government Code Section 65583.2(g)(3). The replacement housing policy shall require new housing developments on the City's designated Housing Element Inventory Sites to replace all affordable housing units lost due to new development. The City shall also prepare and adopt a local replacement housing policy.

Program HE.3.2.1



To ensure the continued availability of housing for low- and very low income households, the City shall prepare and adopt a replacement housing policy consistent with Government Code Section 65583.2(g)(3). The City will adopt a policy and will require replacement housing units subject to the requirements of Government Code section 65915, subdivision (c)(3) on sites identified in the City's site inventory when any new development (residential, mixed-use or nonresidential) occurs on a site that is identified in the inventory meeting the following conditions:

- currently has residential uses or within the past five years has had residential uses that have been vacated or demolished, and
- was subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low or very low-income, or
- subject to any other form of rent or price control through a public entity's valid exercise of its police power, or
- occupied by low or very low-income households.

The City's policy will also consider how to provide disclosure for properties subject to replacement housing for future property owners.

Administration: Planning Department and City Manager

Funding: General Fund

Timeframes: The Replacement Housing requirement shall be implemented immediately and applied as applications on designated Housing Element Inventory Sites are received and processed, and local policy shall be adopted by December 31, 2024.

Goal HE.4 – Facilitate the Provision of Housing Suited to Persons with Special Needs

The City shall facilitate development of sites for special needs housing, including the housing needs of persons with disabilities and persons experiencing homelessness.

Policy HE.4.1 (WAS POLICY HO-5.3)

The City shall give high priority to the building permit processing and inspections for individuals with disabilities, including developmental disabilities.

Policy HE.4.2

The City shall amend Title 17, Dunsmuir Municipal Code, to ensure the Zoning Regulations comply with state law and are implemented consistent with state law. Specifically:

- Government Code Section 65582, subparagraphs (g) and (i) for the definitions of supportive housing and target population.
- Government Code Sections 65650-65656 for supportive housing developments. The amendments shall permit supportive housing developments by-right in zones that permit multifamily and mixed uses including nonresidential zones permitting multifamily uses when the statutory requirements are met.
- Government Code Sections 65660-65668 for low barrier navigation centers, a type of emergency shelter. The amendments shall permit low barrier navigation centers by-right in the same zones that permit emergency shelters as well as areas zoned for mixed use and nonresidential zones permitting multifamily uses when the statutory requirements are met.

The adopted development and performance standards of the Zoning Code amendments shall be consistent with State law and be objective and shall not have the effect of precluding transitional and supportive housing, supportive housing developments, and low barrier navigation centers.

Program HE.4.2.1



- 1) For supportive housing developments that meet the requirements of Government Code Section 65650 et seq., the City shall amend the Dunsmuir Municipal Code 17.76.140 “Minimum off-street parking requirements” to be consistent with Government Code Section 65654.
- 2) Low barrier navigation centers are a type of emergency shelter and shall be permitted in the same zones that permit emergency shelters as well as any areas zoned for mixed use and nonresidential zones permitting multifamily uses. Consistent with Government Code 65583(c)(3), the City shall amend the MU-1, MU-2, MU-3, and T-C districts to allow by-right low barrier navigation centers as a by-right use and not subject to a conditional use permit or other discretionary approval for developments meeting the requirements of Government Code Section 65662.
- 3) Section 17.08.2200 Dunsmuir Municipal Code shall update the definition of supportive housing and the reference to target population as defined in subdivision (d) of Section 53260 of the CA Health and Safety Code that is embedded in the definition of supportive housing. The update shall reference the definition of target population contained Government Code Section 65582(i).
- 4) Large employee housing. Employee housing of permanent construction consisting of no more than 36 beds in a group quarters, or 12 units or spaces designed for use by a single family or household, and shall be allowed by-right in zones that permit multifamily residential and mix use zones that permit multifamily residential.

Administration: Planning Department and City Manager

Funding: General Fund

Timing: Initiate amendments within one year from adoption of the 2023-2031 Housing Element and adopt amendments within two years from adoption of 2023-2031 Housing Element.

Program HE.4.2.2



The City shall amend Title 17 of the Dunsmuir Municipal Code for the following:

- 1) To avoid a constraint on housing choice for persons with disabilities, the City shall amend Title 17, sections 17.08.1960 and 17.08.1970, of the Dunsmuir Municipal Code to remove the requirement that residential care

homes (RCH) and residential care facilities (RCF) be in a single family residence. RCH and RCF shall be permitted in the same manner as other residential development in the same zone.

- 2) Residential care facilities (RCF) providing services to seven (7) or more persons and requiring State license shall be continue to be conditionally permitted in the R-2, R-3, MU-1, MU-2, and MU-3 districts, however, the conditional use permit application requirements shall be non-discriminatory, the conditional use permit findings shall be objective and provide for approval certainty.

The amendments to Title 17 of the Dunsmuir Municipal Code shall continue to define residential care homes (RCH) and residential care facilities (RCF) as housing that provides a supportive living environment shared and used by unrelated persons with disabilities; that both RCH and RCF may serve children, the elderly or chronically ill, individuals with developmental disabilities, or adults recovering from or being treated for alcohol or drug addiction; that both RCH and RCF operated by a single operator or service provider (whether licensed or unlicensed) can include residential care facilities, supportive housing, transitional housing and other similar communal housing facilities but do not include boardinghouses; and that the City shall apply the same general building, fire and other health and safety codes, including occupancy limits, that apply to other residences, subject to State health and safety code provisions specific to certain types of licensed residential facilities, such as those serving persons with limited mobility.

The amendments to the Zoning Ordinance shall continue to allow residential care homes (RCH) by-right in the R-1, R-2, R-3, MU-1, MU-2, MU-3, and T-C districts, and to define RCH as a group home that does not require state licensing or does require state licensing but serves six (6) or fewer persons, is a residential use and is subject to only those restrictions that apply to other residential uses of the same type in the same zone.

In preparing the amendments, the City shall consult the Department of Housing and Community Development (HCD) Group Home Technical Advisory published December 2022.

Administration: Planning Department

Funding: General Fund

Timing: Initiate amendments within one year from adoption of the 2023-2031 Housing Element and adopt amendments within two years from adoption of 2023-2031 Housing Element.

Policy HE.4.3

The City shall encourage and support organizations and programs, including housing providers, to address the housing needs of special needs groups (seniors, female headed households, persons with disabilities, persons with developmental disabilities, farmworkers, individuals experiencing homelessness, and persons with extremely low incomes). The City shall seek to assist in meeting these special housing needs through a combination of regulatory amendments and incentives, including those presented in Programs HE.3.1.1, HE.3.1.2 HE.3.2.1, HE.4.2.1, HE.4.2.2, and HE.4.3.1, and identifying and applying for funding with qualified housing developers to develop needed housing in the City.

Program HE.4.3.1

- 1) The City will support implementation of the Siskiyou County 10 Year Plan to End Homelessness, specifically goals for increasing the supply of permanent supportive housing and affordable housing, expanding the capacity for housing providers, and expanding options for low barrier emergency shelter and housing. The City will consult with the NorCal Continuum of Care Coordinator on strategies to provide services, shelter, and housing for those experiencing homelessness in the City.

- 2) The City shall assist appropriate public and/or non-profit entities as feasible to develop a shelter, navigation center, or other recognized type of emergency housing for persons experiencing homelessness in the city by pursuing grant opportunities and providing technical assistance in grant applications for State and Federal funding.
- 3) The City shall support agencies and organizations providing services to those experiencing homelessness by annually updating referral information.
- 4) The City will continue to support the efforts of the housing authorities in administering the Housing Choice Voucher program.
- 5) The City will meet with representatives from the Housing Authorities, the NorCal Continuum of Care, and other nonprofit organizations to provide information on potential sites and housing development proposals that would be appropriate for the use of housing vouchers in conjunction with state or federal new construction or rehabilitation subsidies.
- 6) The City shall partner with area social services agencies and non-profit organizations to assess the housing needs for seniors, people with disabilities (including developmental disabilities), and extremely low-income residents, and identify funding sources to develop needed services in the City.
- 7) The City shall maintain a list of non-profit organizations interested in the construction of affordable housing in the City and region, and meet with and assist organizations desiring to maintain affordable housing in the City.

Administration: City Manager and Planning Department

Funding: General Fund

Timing: Coordination will occur at least annually from 2024 to 2031; the City will apply for funding annually.

Goal HE.5 – Encourage and Support the Development of Affordable Housing

The City will encourage the construction of new or dedication of existing housing that is affordable to extremely low, very low, low, and moderate income households.

Policy HE.5.1

The City shall encourage and support the development of housing affordable to extremely low, very low, low, and moderate income households.

Program HE.5.1.1 (was Program HE-1.1.3)

The City shall encourage and support development plans that include extremely low, very low, and low income housing in R-3, MU-1, MU-2, MU-3, and T-C districts when located within a quarter mile of a transit stop and/or when the development is located within a distance that a person can reasonably access services (e.g., no greater than a quarter mile). The term “encourage and support”, as used herein, may include, but is not limited to:

- Site identification;
- Local, state, and federal permit assistance.
- Give priority to processing of affordable housing projects, such as taking the applications out of submittal sequence if necessary to receive an early hearing date;
- Allow phasing of infrastructure whenever possible at time of project review;

- Facilitate the provision of public transportation services to serve residential areas, including services for persons with disabilities, and the installation of bus stops at safe and convenient locations;
- Maintenance of relationships with funding and facilitating agencies and organizations; and
- Any other action on the part of the City that will reduce development costs.

Administration: City Manager, Planning Commission

Funding: General Fund

Timing: As residential project applications are considered.

Program HE.5.1.2

To support the development of housing affordable to extremely low-income households, the City shall continue to seek and pursue state and federal funds annually, or as funding becomes available; and grant priority to projects that include units affordable to extremely low-income households.

Administration: City Manager

Funding: General Fund

Timing: Apply for funding annually to assist extremely low-income households.

Program HE.5.1.3

The City will improve awareness and support for the City's workforce and affordable housing programs by preparing, publishing, and distributing an affordable housing information brochure/newsletter that will be a local resource for persons interested in developing low-cost housing. The City will encourage the participation of agencies and organizations that operate rental and mortgage subsidy and self-help housing programs. This program will be implemented consistent with the requirements of AB 1483 (2019). To improve the dissemination of the City's affordable housing programs, the City will provide information, printed and as web content. The City will perform proactive public outreach using a variety of methods that may include in-person or virtual participation, e.g., development industry events or workshops, and direct contact with developers and property owners to improve the dissemination of information about the City's affordable housing programs. The City will refer persons interested in developing low-cost housing to appropriate government and non-profit organizations for assistance.

Administration: Planning and Building Department, City Manager

Funding: General Fund

Timing: Within two years from adoption of the Housing Element. To improve awareness of the City's affordable housing programs, the City will participate in an industry event, workshop, or similar public event/activity at least once a year beginning in 2025.

Program HE.5.1.4



The City will support the formation and/or use of community land trusts and other non-traditional forms of ownership and tenancy that provide for workforce and affordable housing (by design and/or through subsidy), senior housing, intergenerational housing, housing for persons with disabilities, etc.

Administration: City Manager and Planning Department

Funding: General Fund

Timing: For the duration of the 6th cycle planning period.

Goal HE.6 – Encourage Sustainable Housing Development and Energy Conservation

Dunsmuir will encourage sustainable housing development and energy conservation shall pursue sustainable development for the new development and existing housing stock in the City.

Policy HE.1.1

The City shall promote the use of energy conservation measures in all housing through the use of public and private weatherization programs. The City will be receptive to encouraging new alternative energy systems, such as solar and wind, and water conservation measures.

Program HE.6.1.1

Promote the use of energy conservation measures in all housing through the use of public and private weatherization programs. Provide information on currently available weatherization and energy conservation programs to residents. The City will have information available for the public at the front counter of City Hall and will distribute information through an annual mailing. The City will provide referrals and participate in informing households that would potentially benefit from these programs as appropriate. The City shall facilitate the weatherization of an average of 2 homes per year during the 6th cycle planning period by publishing weatherization information on the City's website and at public counters.

Administration: City Manager and Building Department

Funding: Private, and government funds. The City will apply for funds to assist residents with energy conservation retrofits and weatherization resources.

Timing: Initiate no later than December 2025.

Program HE.6.1.2

The City shall continue to enforce State requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and encourage residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access through development standards contained in the Zoning Ordinance, Building Code, and Specific Plans, as appropriate.

Administration: Building Department

Funding: Private and government funds

Timing: Because this is a current building code requirement, the City will implement it as part of the building permit application and review process.

Goal HE.7 – Promote Equal and Fair Housing Opportunities for All People

The City shall promote opportunities for persons from all economic segments of the community regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability.

Policy HE.7.1

Eliminate housing discrimination based on race, color, religion, sex, national origin, ancestry, marital status, age, household composition or size, disability, or any other arbitrary factor by removing constraints within control of the City.

Program HE.7.1.1



- 1) The City shall support public and private fair housing and legal aid organizations in the prevention and correction of any reported discrimination in housing.
- 2) City staff shall refer all complaints regarding housing discrimination of any kind to the State Department of Fair Employment and Housing. The City shall monitor such complaints by checking with the affected agency and the complainant, and consider the need for future action if a trend develops, or if the complaint is not resolved.
- 3) The City shall provide information concerning discrimination complaint procedures to the public at social service centers, the senior center, City Hall, the library, housing projects participating in HUD Section 8 Programs, and other semi- public places. The information will provide locations and phone numbers of agencies to contact for assistance. This outreach effort will be made to include groups likely to experience discrimination in housing including minority, elderly, disabilities, and lower-income households. The City will support and participate in efforts by local government and non-profits to develop a renters' resource program.
 - A) The information and content of this program shall be incorporated into the community awareness improvement program, Program HE.2.1.1 herein, sharing information on the City's website, and by performing proactive public outreach using a variety of methods that may include in-person or virtual participation and may occur outside City offices and regular business hours.
- 4) Conduct at least bi-annual training for the Planning Commission and City Council on fair housing, affirmatively furthering fair housing, and the Housing Accountability Act.

Administration: City Manager

Funding: General fund

Timing:

1)–3) At all times during the 2023-2031 Housing Element cycle.

4) The City shall provide training at least bi-annually, with the first training held by 12/31/24.

Program HE.7.1.2



Appendix A analyzes fair housing conditions in the City of Dunsmuir, and provides a regional comparison. Table A-38 of Appendix A enumerates the City's fair housing issues and contributing factors, and the contributing factors are prioritized.

The City's Affirmatively Furthering Fair Housing action plan is identified as Table A-38, section 7.0, Appendix A, and hereby incorporated by reference. The City's AFFH Action Plan addresses the identified fair housing issue and contributing factors.

The City shall implement the Affirmatively Furthering Fair Housing action plan and take meaningful actions citywide to address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming areas of concentrated poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair-housing laws for all persons in accordance with state and federal law.

Administration: City Council

Funding: General fund

Timing: At all times for the duration of the 2023-2031 Housing Element planning period. As part of the housing element annual progress report (APR) process the City will review progress made towards achieving the desired outcomes of its AFFH Action Plan, and to make adjustments as needed to increase goal obtainment. The first AFFH progress review will be conducted in 2025 for the calendar year 2024.

Table A-38
City of Dunsmuir's AFFH Housing Action Plan

HE Program/Other Action	Specific Action(s)	Timeline	2023-2031 Outcomes
Fair Housing Outreach and Dissemination of Fair Housing Information (medium priority) <u>Contributing Factors:</u> Lack of housing information on City website Lack of variety in the media forms and venues where fair housing information can be found			
Action Plan Program A: Improve community awareness and knowledge about fair housing.	The City will make information on fair housing available to the public, through the posting of fair housing information in City Hall and in other public buildings, on the City's website, distribution to existing and new apartment complexes, publishing information and materials on the City's website, and inserting information in the City's newsletter.	The City will update the website by December 2024. Beginning in Q 4 2024 or Q1 2025, publish an announcement as part of the City's current newsletter annually.	Increase fair housing awareness by increasing inquiries by two inquiries annually.
	In the preparation and distribution of the City's fair housing materials, the City will employ affirmative marketing best practices, such as depiction of members of protected classes under fair housing laws. The City will provide fair housing materials, in both printed and electronic media, in prevalent spoken languages in the community. Provide training for staff, elected officials, and appointees on issues of fair housing.	City Council meetings will include a fair housing presentation biennially beginning calendar year 2025.	Consistent implementation of Gov't Code § 8899.50 for affirmatively furthering fair housing as part the City's activities and programs relating to housing and community development.

HE Program/Other Action	Specific Action(s)	Timeline	2023-2031 Outcomes
Improve access and the supply of ownership and long term rental housing (high priority)			
<u>Contributing Factors:</u> Low median incomes Cost burdened households High vacancy rate of existing housing stock			
Action Plan Program B: Local Long Term Rental Housing Program	The City will meet with the housing authority of Shasta County and other established housing authorities at least twice per year to discuss Housing Choice Voucher needs, Project-Based Voucher opportunities, affirmative marketing and outreach activities, and methods of increasing the number of vouchers allocated to the City, emphasizing households who are at or below the Federal poverty line.	Convene first meeting within 12 months of adoption of housing element, and meet with organizations at least biannually thereafter during the 2023-2031 planning period.	Facilitate new construction, or conversion, of two housing units affordable to very low and extremely low income households.
	The City shall publish information and resources about Housing Choice Vouchers on the City website and at public counters to increase awareness for renter households and landlords.		Increase the number of Dunsmuir applicants for vouchers by at least 5 percent by 2031.
	Develop a program administered by the City or by partnering with a qualified organization, to connect lower-income households and individuals, including extremely-income residents, with affordable rental and homeownership opportunities in the City. Features of the program would include: <ul style="list-style-type: none"> • Landlord recruitment and mentoring, including fair housing training. • Develop and maintain a list of affordable housing units that are available for rent or purchase in the City. • A system for verifying the eligibility of applicants. • A system for matching eligible applicants with available units. • Employ affirmative marketing best practices. 	Launch program by 2025	Assist with the placement of four lower income individuals or households in housing that is affordable by 2031.
Action Plan Program C: Increase Access to Housing and the Supply of Housing	Develop and launch a funding program and/or partnering with qualified non-profit organizations to provide bridge loans and other financial assistance to qualified households, or units assured to available to income qualified households, to increase access and afford private-market homes by for: The City may.	Beginning in calendar year 2024, the City will apply annually for appropriate state and federal funding programs to capitalize the program.	Facilitate the purchase of a home for two households by 2031. Facilitate the construction or conversion of 2 J/ADUs by 2031.

HE Program/Other Action	Specific Action(s)	Timeline	2023-2031 Outcomes
	<ul style="list-style-type: none"> • New construction or conversion for J/ADUs • First time homebuyer • Weatherization of existing housing units <p>The City will actively seek appropriate state and federal funding programs to capitalize the program, or utilize or reprogram program income as eligible.</p> <p>Program development and implementation will incorporate affirmative marketing best practices, such as depiction of members of protected classes under fair housing laws.</p>	Beginning with the housing element APR that is due April 1, 2025, the City will provide summaries progress of program to the City Council.	Facilitate the weatherization 4 homes by 2031
	Continue the City's proactive code enforcement program coupled with a rehabilitation program, with program implementation resulting in repairs and retention of housing while mitigating displacement of affected residents. The rehabilitation program will provide financial assistance to reduce cost for income qualified property owners. The program will prioritize neighborhoods having concentrated rehabilitation needs as determined by the Dunsmuir building inspector.	Begin in calendar year 2025, and provide summaries to the City Council no less than annually as part of the HE APR.	Facilitate the conservation/rehabilitation of two housing units during the planning period of 2023 to 2031 with no net displacement of residents.
Action Plan Program D Develop a Strategy to Reduce the Vacancy of Existing Housing Units	Develop a strategy to decrease the vacancy rate of housing units that will include the following actions: 1) The City shall conduct a survey and catalogue the number and types of housing units being used for STR and determine the number of second units, duplexes, and multifamily units being used for STRs. The City shall survey registered STRs. The survey shall include a point in time count of unregistered STRs indicated to be inside City limits. The unregistered STR point in time count shall be conducted during the tourism season. 2) The City shall survey property owners with vacant housing units and housing units used for STR to understand why a property is held vacant, typical length of vacancy, and if there are possible incentives to make vacant housing available for long-term rent or purchase.	Complete 1) and 2) by December 2025.	Adoption of a strategy to reduce the vacancy rate and increase the availability of existing housing for long-term rental and owner-occupy purchase.
	3) Conduct at least one public workshop seeking community input on strategies to decrease the vacancy rate. The publicity of the workshop shall employ affirmative marketing best practices.	3) By December 2025	

HE Program/Other Action	Specific Action(s)	Timeline	2023-2031 Outcomes
	<p>4) Draft a strategy containing options and recommendations for decreasing the vacancy rate. Options may include a combination of regulatory and financial incentives to reduce the vacancy rate and increase the availability of existing units for long-term rental and purchase.</p> <p>5) Hold public meetings/hearings on the draft, and take action on the draft strategy.</p>	<p>4) Release public review draft by June 2026.</p> <p>5) Public meetings/hearings by December 2026</p>	
<p>Improve opportunity by supporting economic development and education attainment (high priority)</p> <p><u>Contributing Factors:</u> Lack of economic development and high unemployment</p>			
<p>Action Plan Program E:</p> <p>Local economic development for business and workforce development to improve economic opportunities.</p>	<p>The City shall continue to collaborate and partner with local and regional economic development non-profit organizations and agencies to apply for economic development funding that improves the economic opportunities for residents through programs for workforce development; small business assistance and development; recruitment and/or retention of businesses that provide living-wage jobs.</p> <p>The City shall continue partnership and coalition building with other socio-economically similar rural cities and counties to work with state and federal legislators to recruit economic development opportunity and funding for residents and businesses in the City and region.</p>	<p>The City will continue to meet and collaborate with local and regional economic development agencies and organizations at least twice per year to discuss existing economic development projects and prospective projects that are available for residents in order to provide referrals.</p> <p>The City will refer two residents to the Siskiyou Economic Development Council, USDA Rural Development, or Small Business Development Center for services annually.</p>	<p>The City will provide letters of support for economic development grant applications that are consistent with this program.</p>

ATTACHMENT D

DRAFT CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) NOTICE OF EXEMPTION

CALIFORNIA ENVIRONMENTAL QUALITY ACT – NOTICE OF EXEMPTION

To: Siskiyou County Clerk
311 Fourth Street Rm. 201
Yreka, CA 96097

From: City of Dunsmuir
5915 Dunsmuir Avenue
Dunsmuir, California 96025
(530) 235-4822

Project Title: City of Dunsmuir 6th Cycle Housing Element Update 2023-2031

Project Applicant: City of Dunsmuir

Project Location: The 2023-2031 Housing Element applies citywide.

Project Summary: The Project is an update to the City of Dunsmuir General Plan Housing Element that was previously adopted by the City in 2016. The Element is updated in eight-year cycles with the current update referred to as the 6th Cycle. State Housing Law (Government Code Section 65580 [et. seq.]) requires that local governments must adequately plan to meet the existing and projected housing needs of all economic segments of the community, including accommodating its assigned Regional Housing Needs Allocation (RHNA).

The Housing Element identifies the City's housing needs and conditions, and establishes goals, objectives and policies that form the basis of the City's vision and strategy for housing in the City. The Housing Element establishes goals, objectives, policies, and programs to: encourage residential development to be affordable to a range of household incomes; encourage residential development to accommodate special needs groups; support the maintenance and improvement of existing housing stock; mitigate governmental constraints to the development of housing as required by state law; identify available financial and organizational resources for housing; identify adequate sites to accommodate the City's housing needs; encourage energy-efficiency in residential developments, and affirmatively further fair housing to prevent discrimination in housing.

No General Plan land use changes or zoning changes were necessary to accommodate Dunsmuir's RHNA; future residential development is expected to occur in those areas already identified for residential uses. No areas have been identified for rezoning or upzoning. The Housing Element includes a number of new programs to address State housing law including future required updates to the Dunsmuir Municipal Code, new programs to support affirmatively furthering fair housing, and tracking and reporting requirements.

Exempt Status: Project is exempt under CEQA Guidelines Section 15061 (b)(3) known as the "common sense exemption".

Reasons why project is exempt: The 2023-2031 Housing Element would not result in any direct or indirect physical changes to the environment. The Housing Element update is strictly a policy document and does not provide entitlements to any specific land use projects. The Housing Element Update does not make any changes to the General Plan land use map and would not modify any land use designations, allowed densities, or land use intensities established by the General Plan. The proposed project does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development, but rather includes goals and policies to facilitate the development, preservation, and rehabilitation of housing consistent with existing and proposed uses identified in the General Plan and as mandated to be allowed under State law. All future housing development projects will be reviewed pursuant to the California Environmental

Quality Act. The revisions would not result in any changes to the intensities or densities of allowed uses beyond those allowed by the General Plan and those standards currently required by State law. Therefore, the Housing Element Update is exempt from the provisions of the California Environmental Quality Act (CEQA) as set forth in Section 15061(b)(3) of the State CEQA Guidelines.

Lead Agency Contact:

Dustin Rief, City Manager

5915 Dunsmuir Avenue

Dunsmuir, California 96025

(530) 235-4822, citymanager@ci.dunsmuir.ca.us

Signature: _____

Date: _____



City of Dunsmuir

STAFF REPORT

RE: Dunsmuir Winter Maintenance Policy Draft Presentation

MEETING DATE:
November 2,
2023

SUBMITTED BY: Dustin J. Rief, City Manager

PURPOSE OF REPORT: ☐ Information only ☒ Discussion ☐ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL: To Review and provide input on the Dunsmuir Winter Maintenance Policy

BACKGROUND/DISCUSSION: The City Council has appointed an Ad-Hoc Snow Policy Committee. The committee has met 3 time to develop the attached policy and is looking for input on the following areas

1. Define the Downtown Improvement District
2. Provide input on an odd even parking restriction for a future draft ordinance
3. Provide input on Contract/Commercial Snow Contractor Permit

Discussion on Recommendations

1. Recommendation to establish a Downtown Business Improvement District to improve the downtown and snow removal conditions.
2. Adopt an ordinance to establish an odd even parking restriction from November 1 to April 1 every snow season on specific streets and parking prohibitions on other streets during the same period.
3. Adopt an ordinance to establish a permit process for Commercial snow contractors.

OPTIONS: Provide Staff Direction

FISCAL IMPACT:

☐ None ☒ Yes Budgeted Item? ☐ Yes ☒ No

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

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

Comments:

SUGGESTED MOTIONS:None

☒ **Attachments:**

- 1. Dunsmuir Winter Maintenance Policy**
- 2. Snow Route Maps**



WINTER MAINTENANCE OPERATIONS POLICY

DRAFT

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WINTER MAINTENANCE OPERATIONS POLICY

1. General Purpose

The winter maintenance policy provides a uniform understanding of priorities and procedures used to combat snow or ice and other winter related conditions on public roadways, sidewalks, trails and other areas maintained by the City. This policy replaces prior written or unwritten policies. The existing ordinances for winter sidewalk maintenance and parking control are not repealed.

Each storm has unique characteristics and factors, such as intensity, duration, wind, temperature and moisture content. All affect the total amount of snow and ice accumulation, hence influencing the methodology used to combat the resulting snow and/or ice related conditions.

The Operations Department attempts to maintain travel-safe walks and roadways for pedestrians and vehicles properly equipped for winter driving conditions. Arterials and major collector streets will generally be free from compacted snow or ice upon snowfall cessation. Residential streets may not be free of ice or snow packed pavement. Bare, dry pavement should **not** be expected after each storm on residential streets. See Section 22, page 11 for pavement condition reference.

Streets are classified into one of Four categories – Priority, Town Center, Collector, and Residential. These ratings are determined by such factors as traffic volume, school zones, business district etc. These ratings are reviewed annually by the Operations Department.

2. Mobilization of Winter Maintenance Operations

The Public Works Director shall monitor anticipated inclement weather conditions and keep emergency services informed of forecasted event intensity and action to be taken by Public Works for addressing the storm and potential hazards.

During off-hours, the Public Works Director or designee will monitor weather reports and road conditions. Appropriate response action will be initiated as needed.

The need to mobilize for winter maintenance operations is determined by the actual snowfall depth greater than one inch or less if combined with freezing rain and icing conditions making travel difficult.

Arterial, collector roads, and school bus routes will be monitored during any winter precipitation event. Appropriate response will occur on these main roadways to maintain safe driving conditions.

Weather reports issued by the National Weather Service and local weather media sources are used to prepare for anticipated maintenance service.

The responsibility for ordering personnel and equipment into service for winter maintenance operation rests primarily with the Public Works Director or designee. The Sheriff Department assists in notifications to the Director or designee of winter maintenance needs during off hours.

Additional outside private equipment and personnel may be hired by the City Manager or Public Works Director as deemed necessary.

3. Communications

The Public Works Director or designee will be the main line of communications with other City Departments. Media notification will come from the City Manager, Public Works Director or designee.

4. Citizen Inquiries

All citizen issues concerning snow and ice control efforts will be routed to the Public Works Department. The Public Works Director or designee on-duty will determine appropriate follow-up response to citizen inquiries.

5. Snow Emergency Procedures

Pursuant to **Section 10.12.020 (B) of the Municipal Code**, a snow emergency may be declared by the Public Works Director or designee, (with public notice), and remains in effect until cancelled by the same.

6. Equipment Available for Winter Maintenance Operations

- 1 – Dump Truck mounted snow plow (Priority Route)
- 1 - Motor grader and wing (Push back Priority and Snow Berm over 24 inches to the curb)
- 1 - Wheel Loader with bucket/plow
- 1 - Skid Steer with Blade/Bucket/Blower (downtown/parking lots corner pushback)
- 1 - Loader with plow and wing. (downtown/route 6)
- 1 - Utilities Dump Truck for hauling (downtown/parking lots)
- 4 - 3/4 ton 4x4 trucks with snow plows (Maintenance Districts 1-4, alleys/trails wells, lift stations, booster stations, sub stations, cemetery & parking lots)

7. Inspection and Calibration

All mounted snow, wing, and under mount plows are inspected annually for structural cracks or breaks, cutting edge wear, hydraulic hose condition and are operationally reviewed. Any deficiencies detected are corrected prior to off-season storage. Anti-icing, de-icing, spreaders and other equipment are also inspected, cleaned, lubricated, operationally reviewed and calibrated prior to the next winter's operations. Calibration of spreading equipment provides appropriate application rate cinders. These intensive inspections are completed internally by City staff.

One hundred percent of the above equipment is available for winter maintenance operations and 90 percent of the equipment is normally kept operational with less than a one-hour repair time.

8. Personnel Available for Winter Maintenance Operation

From November 1 through April 1, 80 percent of Operations Department employees should be kept available to assist in winter maintenance operations. Other City Department staff are assigned routes to assist in snow removal. The Public Works Director or designee may call private contractors and other City personnel for assistance as required. For safety reasons, employees should not be assigned shifts longer than fourteen hours without eight hours of consecutive rest. Service levels on residential streets will be reduced if a storm requires around-the-clock staffing. Overtime during snow/ice operations is assigned by the Public Works Director or designee and determined by the severity and duration of a storm.

9. Training of Personnel

Newly hired employees are trained on proper equipment usage. Plow routes and cinder application are reviewed with new employees prior to being assigned to respond to a storm event. Annual reviews are conducted with all Public Works employees prior to the next snow season. Each snow event is reviewed by the Public Works Director or designee to be sure safe roads and walks were maintained in a timely manner during the event.

10. Anti-Icing Operations

The City of Dunsmuir does not conduct anti-icing operations using chemicals due to the proximity of the Sacramento River and the potential contaminations resulting from their use.

11. Ice Mitigation Operations

12. Ice Mitigation is completed in conjunction with plowing operations and consists of spreading cinders or sand on surfaces with accumulated, compacted snow and ice.. The Public Works Director or designee will have discretion as to what materials are used, the amount of materials used and when they are applied.Snow Plowing

Snow Plowing is the removal of snow and ice from the roadway by mechanical means.

Plowing operations are directed by Public Works Director or designee and commence after a snowfall greater than one inch or less, if combined with freezing rain and icing conditions making travel difficult. If possible, streets and roadways on arterial routes should have two lanes of traffic open. When the storm ends, routes should have plowed roadways within 24 hours of snow cessation and be plowed curb-to-curb within 48 hours. If snow begins again within the 48 hour window the process will restart. Odd/Even Parking requires a second day of snow removal to achieve curb-to-curb plowed roadways.

There is no plowing of private driveways/roads by City personnel. Snow and ice will be deposited in private driveways/roads during plowing operations and will **not** be removed by the City (including areas around mailboxes or fire hydrants in private yards). Equipment and operators are assigned routes. Operators are generally familiar with all routes and strive to complete plowing and -icing mitigation measures efficiently.

13. Cinder Use

Ice Mitigation efforts consists of spreading cinders to improve traction on packed snow/ice and should be applied only in areas of high traffic movement or unsafe areas as determined by the Public Works Director or designee. Cinders can cause a build-up in storm sewers and points of discharge which could require additional maintenance or environmental concerns. Ice Mitigation will only be used when pavement temperatures inhibit melting or conditions are extremely icy.

14. Snow Storage

The City of Dunsmuir is generally short on snow storage in the Downtown, and all residential areas. The City will work with businesses, contractors and property owners to allow for movement of snow to designated areas when it is inhibiting commerce or property access. City Staff will make neighborhood snow piles in areas where snow is impeding traffic in both directions.

Each spring once snow melt has taken place, the snow storage areas are cleaned of all previous years' remaining garbage.

15. Emergency Requests for Winter Maintenance

Emergency calls for services may be received when conditions such as power outages, downed power lines, water main breaks, sewer backups or when sheriff, fire or EMS services are required.

Calls received by Sheriff's Department for emergency maintenance service will be sent to the proper staff depending on the need.

16. Complaints

Complaints pertaining to snow/ice removal should be forwarded to the Public Works Director's office at 530-235-4822 ext 100. The Department Public Works Director or designee will notify the proper staff for action, if necessary.

Damage Complaints

Due to the nature of snow removal, work accidents may occur. All accidents should be thoroughly investigated regarding the circumstance. All accidents and damage complaints will be forwarded to the Finance Director for review and determination of responsibility. While this may be difficult to do in the middle of a storm, it is important to gather the information accurately. Some common damages are as follows:

A. Mailboxes, Fences and Lawn Damage:

Plow operators are instructed not to get too close to mailboxes, however occasionally one is knocked over or struck. Operators are required to report these occurrences to their supervisor.

Lawn damage occurs more often in early or late season snowstorms when there is little or no frost in the ground. Operators note areas of damage and report the damage to their supervisor. For this reason, trails may receive less than usual maintenance, especially in the Spring, to prevent undue damage to edges.

A list of properties where damage occurred is created for spring repairs. It is the City's policy to repair property damage caused by City equipment. Mailboxes, fences, or other improvements within the right of way must be structurally installed to withstand the weight of snow rolling off the blade. Repairs to poorly installed or maintained items that fail due to snow load are the responsibility of the property owner. The Public Works Director will have the authority to determine City responsibility for damage.

B. Vehicular Damage:

Should a City vehicle be involved in a property damage accident with another vehicle, the appropriate officials are to be notified. It is important to report all accidents regardless of how minor they may be.

The Public Works Director or designee should be consulted on whether it is necessary to return to the garage immediately for inspection or at the end of the operation.

C. Curb and Sidewalk Damage:

Curb and Sidewalk damage is investigated on a complaint basis. If the damage was done by the City plow, the repairs will be done by the City. The repairs should be done as soon as possible during the summer construction season. When damage is done by a private party or contractor, the Police Department will investigate. The costs for repairs/replacement will be sent to the responsible party upon completion of the repair.

17. Parking Restrictions - 10.004.010 Parking Restrictions

A. Odd-Even Parking.

1. There shall be odd-even parking on all City streets from November 1 to March 31 of each year during snow events. A snow event includes 24 hours prior to a forecasted event to 72 hours after snow cessation, unless other "no parking" regulations are in effect. Streets that are subject to a parking ban during specific times and/or days shall remain subject to this odd-even regulation when the more specific parking prohibition is not in effect.
2. "Odd-even parking" means vehicles will be parked on the odd side of a street designated by property addresses on odd days of the month and on the even side of the street on even days of the month. The date used for parking will be the date after midnight.

B. Towing of vehicles

Vehicles may be towed when violating regulations prohibiting parking in residential, commercial and industrial areas. This may occur on the second or third night of snow removal operations without declaring a snow emergency.

Vehicles parked in violation of parking regulations in the downtown, and certain areas around the city will be towed during the first night of snow removal operations without declaring a snow emergency.

C. Snow Emergency Requirements.

1. A snow emergency shall be in effect when declared, upon public notice, by the Public Works Director or designee and will remain in effect until cancelled. A snow emergency is defined as a snow event forecasted to exceed 12 inches or 1 inch an hour.
2. When a snow emergency is in effect, a vehicle may be towed when in violation of the parking regulations prohibiting parking during the snow emergency.

D. Signs and Warning Markers.

The Public Works Director shall erect such signs and warning markers necessary to give notice of the restrictions, prohibitions, and limitations of this subsection and as are shown on the official parking control map. Use of Social Media may be utilized also as applicable.

18. Sidewalk Maintenance – 12.08.040 Snow and Ice Removal

12.08.040 - Responsibility of property owners for maintenance of, and removal of snow from, adjoining public sidewalks.

A. Maintenance.

1. It shall be the duty of every owner of real property in the city, whose property fronts on or adjoins any public street, to keep the sidewalks that are built or established along such street frontage in a good state of repair so that they will not endanger persons or property passing thereon, or interfere with the public convenience in the use thereof.
2. It shall be the duty of every owner of real property in the city, whose property fronts on or adjoins any public street, to remove and clean away, at the owner's expense, the weeds, grass and brush from the sidewalk to the center of the street in front of such real property, and to remove all branches of trees hanging over the sidewalk or street, to a height of ten (10) feet above the ground thereunder.
3. If the owner of such real property shall fail, neglect or refuse to comply with the provisions of this subsection after four days' written notice from the city manager, served either personally or by registered mail, so to do, then the city manager may have the necessary work done, either by city staff or by private contract, and the cost thereof shall be a charge against the owner of such real property and shall be collected by the city. Said charges shall become a special assessment against the property if unpaid sixty (60) days following the mailing of a statement of such charges and shall be collected in the same manner as other assessments.

B. Snow Removal.

1. It shall be the duty of every owner of real property fronting on or adjoining any public street within the business district, as defined in [Section 10.24.020\(I\)](#), to remove and clear all snow from the public sidewalks adjacent to their property. For purposes of this section, snow may be removed to the street and the prohibition contained in [Section 12.08.020](#) is inapplicable.

2. If an owner of real property fails or neglects to remove and clear snow from any public sidewalk as required by subsection (B)(1) of this section, the city manager may cause such snow to be removed and cleared, by city staff or by private contract, at the owner's expense. The direct costs to the city of any such snow removal shall be billed to the property owner and shall be payable by the owner to the city upon presentation of such billing.

C. Deposits of Snow Restricted. Excepting the clearing of snow from sidewalks or entries located upon a public right-of-way, no person shall cause snow to be deposited on boulevards, sidewalks, streets or avenues or any other City-owned property without permission.

Payment of a fee sufficient to reimburse the City for the cost of removing any snow so deposited without permission may be required.

D. Depositing of Snow on Private Property. All snow from private property (driveways or parking lots) shall be either deposited on the originating owner's property or hauled away by the owner or their agent. Property owners shall not place their snow on another property without permission from the owner of the other property.

(Prior code § 8.04)

19. Mailboxes

The City will typically plow within the confines of curb line to curb line of a street. During frequent periods of heavy snowfall accumulations when storage areas for snow on the right-of-way are limited, there may be times when City plows cannot physically place the snow from the curb line of the street up onto the adjacent City right-of-way. The adjacent resident will be responsible for clearing snow around their mailbox to assure delivery of the mail. The resident is also responsible for assuring the mailbox is properly installed as required by the United States Postal Service guidelines. The mailbox should be constructed and installed to withstand snow cleaning efforts by the City.

20. Typical Snow Plowing Operations (1– 6 inches)

After snow cessation or weather reports confirm snow to be ending soon, full clean-up operations begin, normally at 4:00 AM. The Public Works Department starts in the central business district at 4:00 AM with the skidsteer, backhoe and loader for piling or loading and hauling Pine Street and Cedar Street will be blocked during snow removal operations for snow storage for later piling or removal. Parking lots are plowed, and if time permits, the lots will be loaded and hauled during the business district loading/hauling operations. Occasionally, loading/hauling of parking lots is finished on the second or third day.

- Five route trucks commence plowing.
- Skidsteer, loader and backhoe begin clearing alleys, wells, lift stations, booster stations, sub stations, parking lots, and trails.
- Power driven units with blowers or brooms are dispatched to clean public sidewalks around municipal buildings and remote areas maintained by the City.
- Ice Mitigation Measures are applied to roadways and sidewalks as appropriate.

Following the days after a storm, department tasks include:

- Checking public and private walks for cleaning.
- Piling snow at storage site.
- Cleaning up intersections for improved sight lines.
- Cul-de-sac hauling of snow piles to create additional storage.
- Equipment service and repairs.

21. Reports

A storm record will be completed by the Public Works Department for each snow event. This record should contain operating times, amount of precipitation, type of precipitation, weather conditions and resources committed. This report will be submitted to the Public Works Director for submission to the City Manager and Finance.

22. Definition of Pavement Conditions

Winter Pavement Condition Definitions*



Bare Pavement

May be wet. Accurate and precise plowing and chemical use may be needed to achieve this condition and maintain normal travel speeds.



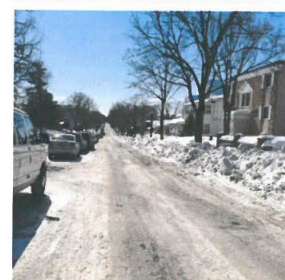
Bare Wheel Paths

Some slush may remain. Plowing and chemical applications have been made. The roadway is open to near-normal travel.



Plowed and Treated

Wheel paths may or may not be visible, some snowpack remaining, plowing and chemical use performed.



Plowed to Snowpack

Maintenance is being performed, but snowpack remains across the roadway.

23. Contract/Commercial Snowplow Operators Permit

- A. All snowplow operators that are contracted for pay by businesses or residents are required to obtain a snow plow operators permit from the city.**
- B. To obtain a permit they must hold a Business License with the City of Dunsmuir, hold and maintain insurance. Permits are good for 2 years and will expire on June 30th.**
- C. The Snowplow Operators permit is used in lieu of an encroachment permit. This permit allows for movement of snow from driveways, parking lots, public sidewalks, and street encroachments to accommodate snow removal for the contracted party. In areas where snow from contracted parties exceeds the capacity of the area the Public Works director or designee may allow for movement of the snow to off site locations preapproved by the Public Works Director.**

DRAFT

APPENDIX A Downtown Improvement District

DRAFT

APPENDIX B Snow Plow Routes

DRAFT

APPENDIX C Parking Restrictions Maps

DRAFT

APPENDIX D Towing Zones

DRAFT

APPENDIX E

SIDEWALK SNOW & ICE CONTROL - TAGGING STRATEGY

Complaint Initiated Inspections

1. If received, the City will investigate complaints 24 hours after winter precipitation cessation.
2. Cessation of snowfall shall be that time which no additional accumulation of snow has occurred whether due to snow falling or snow blowing.

City Initiated Inspections

3. City initiated Inspections shall not start earlier than the following:
 - a. Zone 1 – 24 hours after snow cessation.
 - b. Zone 2 – 48 hours after snow cessation.

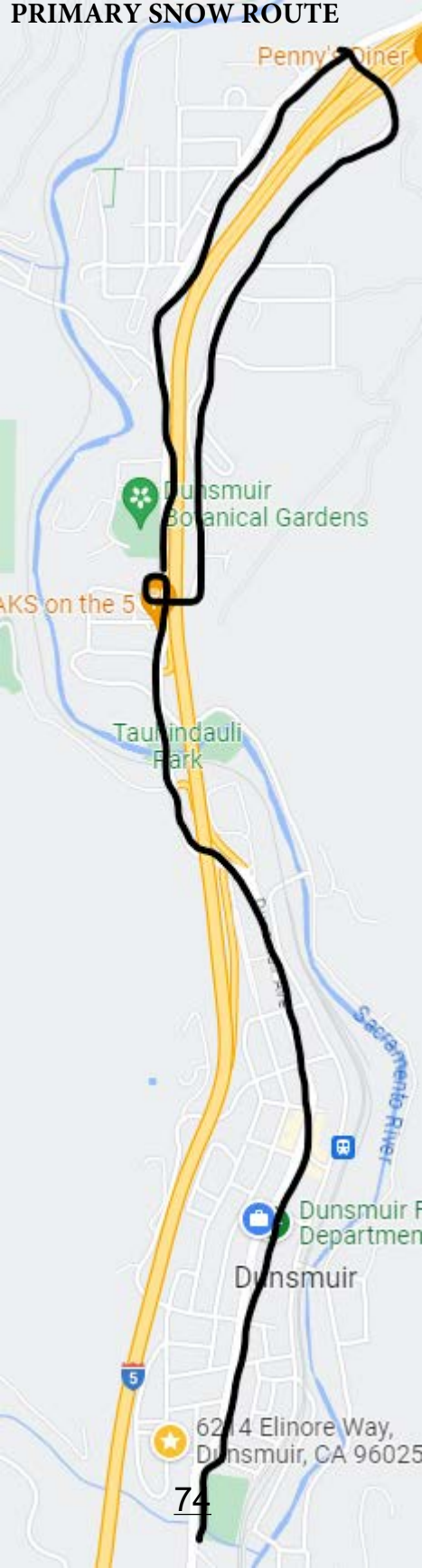
Enforcement Guidelines:

4. Where an attempt to clear the walk has been made but is considered inadequate by staff or by complainant, tagging shall be referred to Public Works staff.
5. Tagging shall not be done for ice control in sidewalk sag locations where water from melting snow accumulates. Staff performing inspections shall apply salt (or sand) to these locations during their inspection.
6. Tagging of handicap ramps for not removing snow deposited by plowing shall not be done earlier than the following:
 - a. Zone 1 – 24 hours after plowing.
 - b. Zone 2 – 48 hours after plowing.
7. Sidewalks may be tagged on Mondays if snowfall occurred Friday leading into a weekend or during a weekend, but discretion is advised.
8. Sidewalks will **not** be tagged on a day immediately following a holiday. An example would be: January 1 is a Tuesday. No tagging would occur on Wednesday. Note: This includes zone #1.

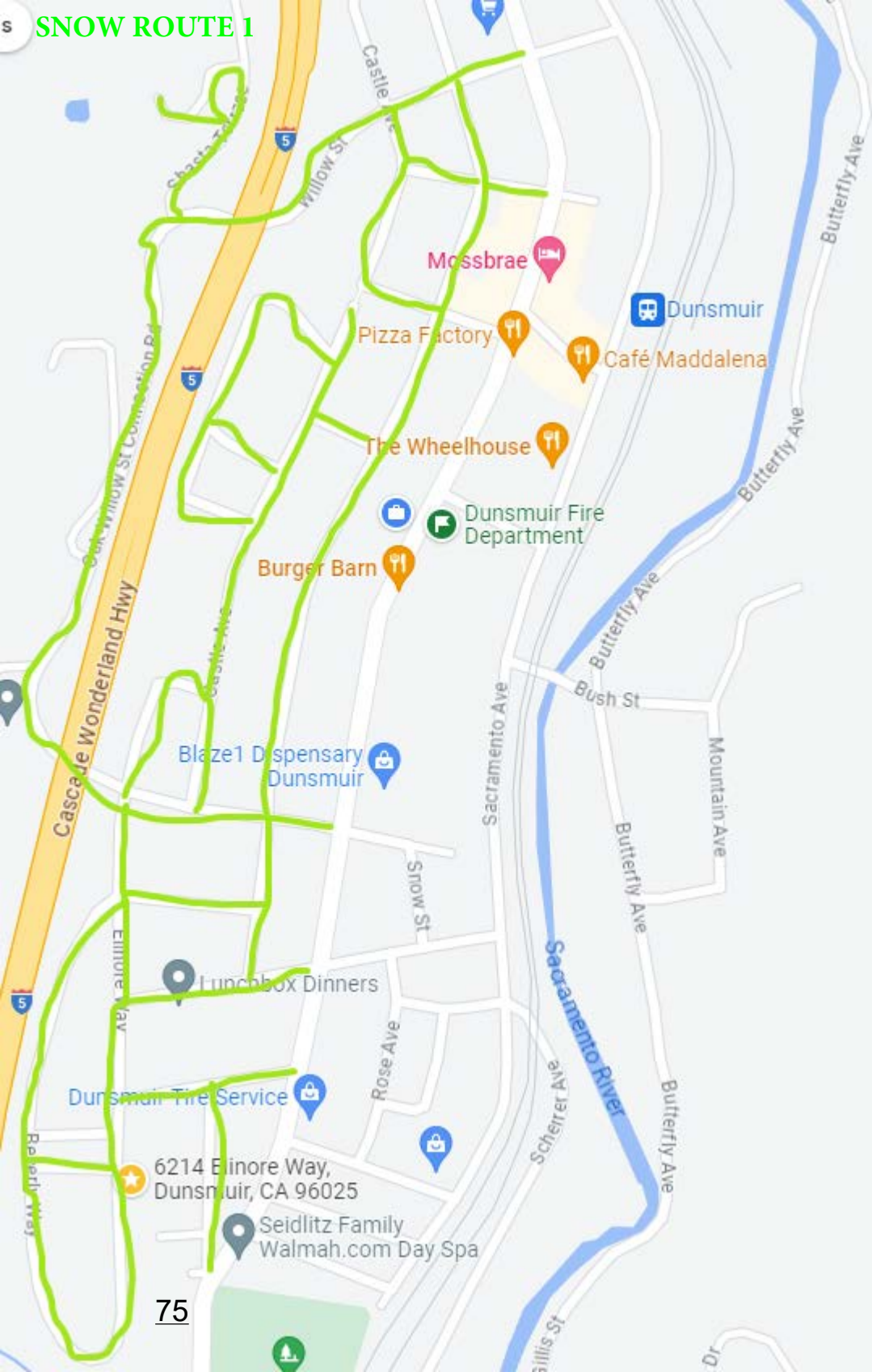
Tagging follow-up

9. The City will generally tag *only once during the season*. If a walk is cleared by City due to no action being taken by owner after tagging, we will likely **not** provide another notice for subsequent non-shoveling.

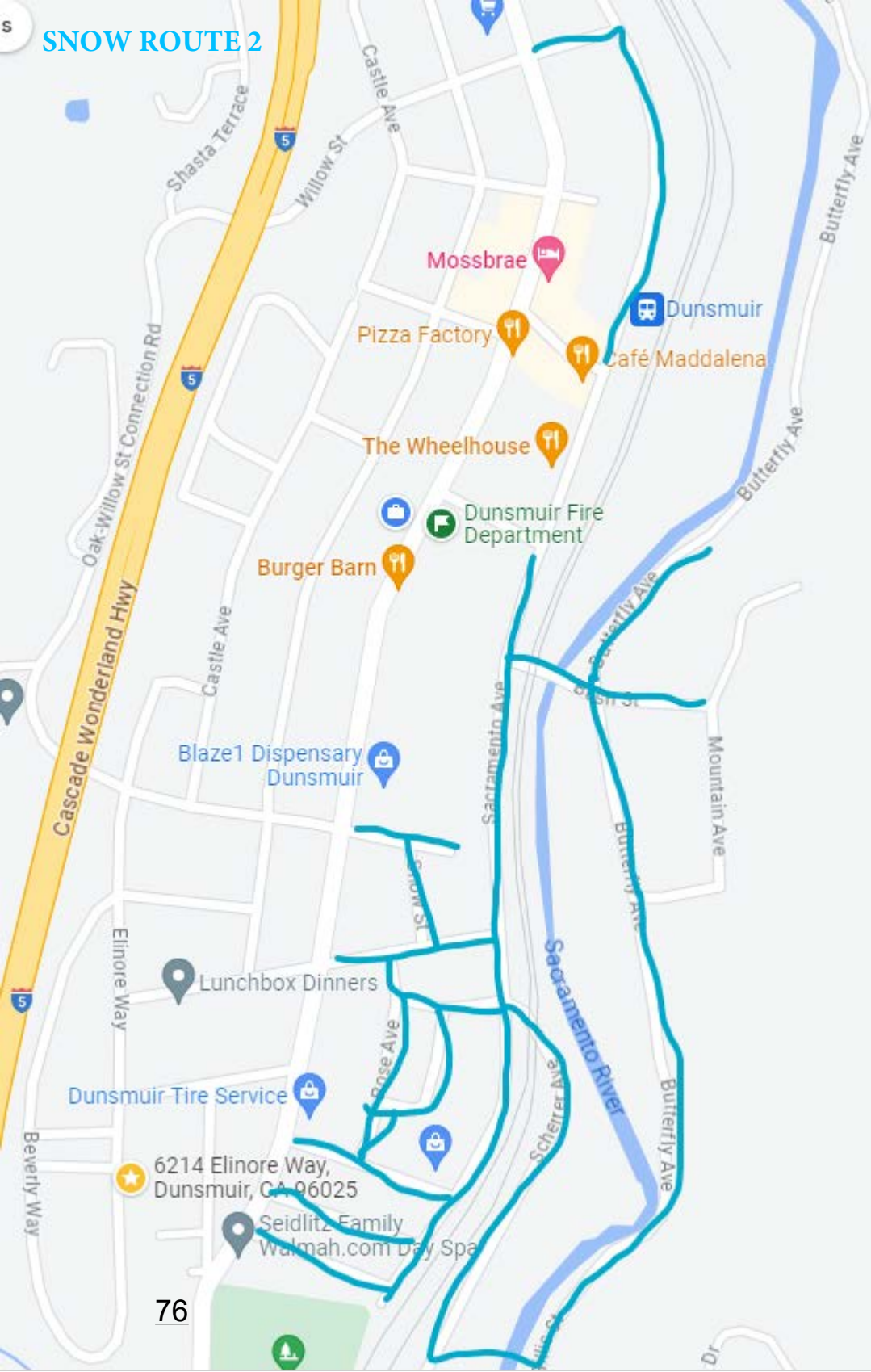
PRIMARY SNOW ROUTE

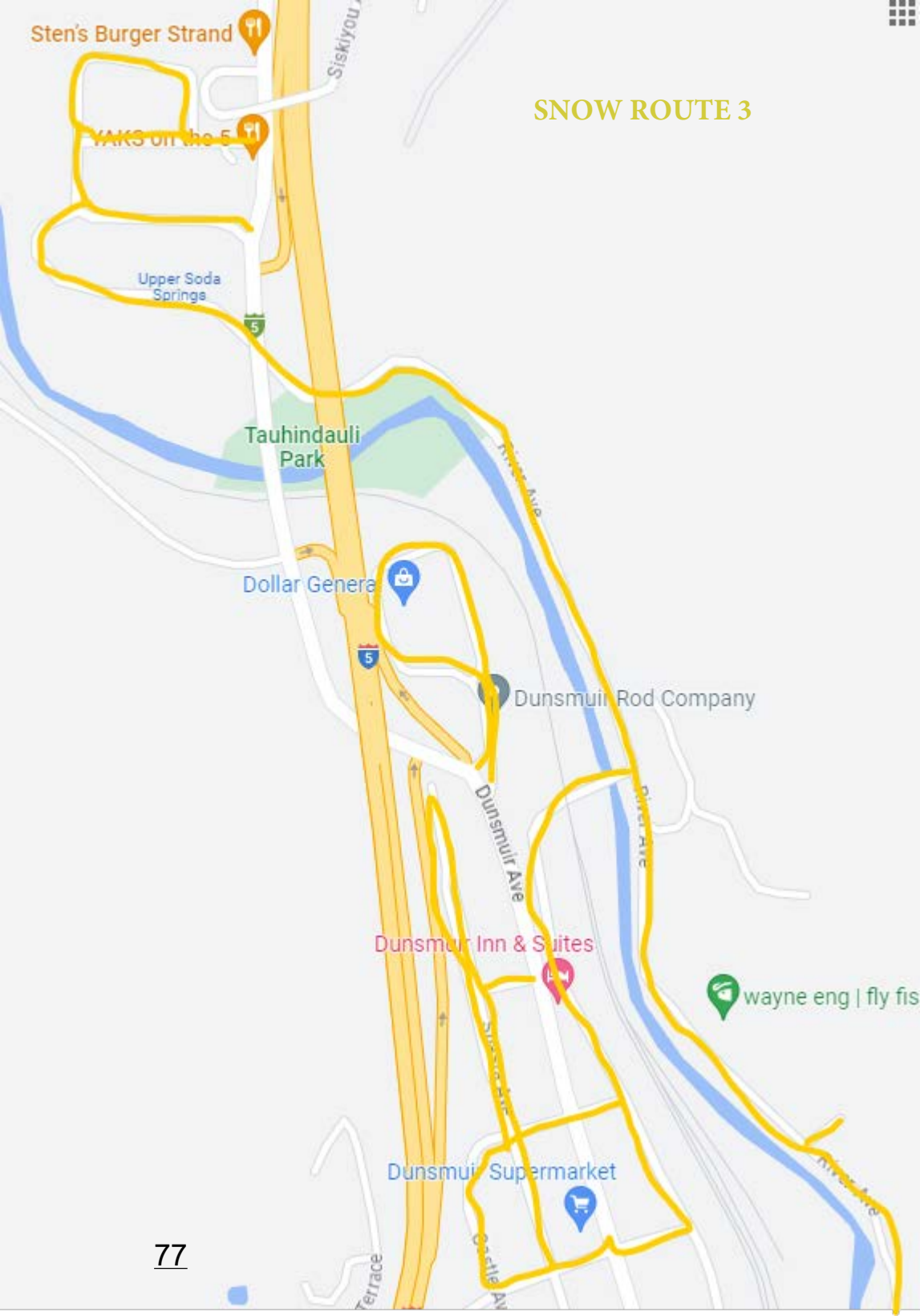


SNOW ROUTE 1



SNOW ROUTE 2





Sten's Burger Strand



YAKS on the 5



Upper Soda Springs

Tauhindauli Park

Dollar General



5

Dunsmuir Rod Company

Dunsmuir Ave

Dunsmuir Inn & Suites

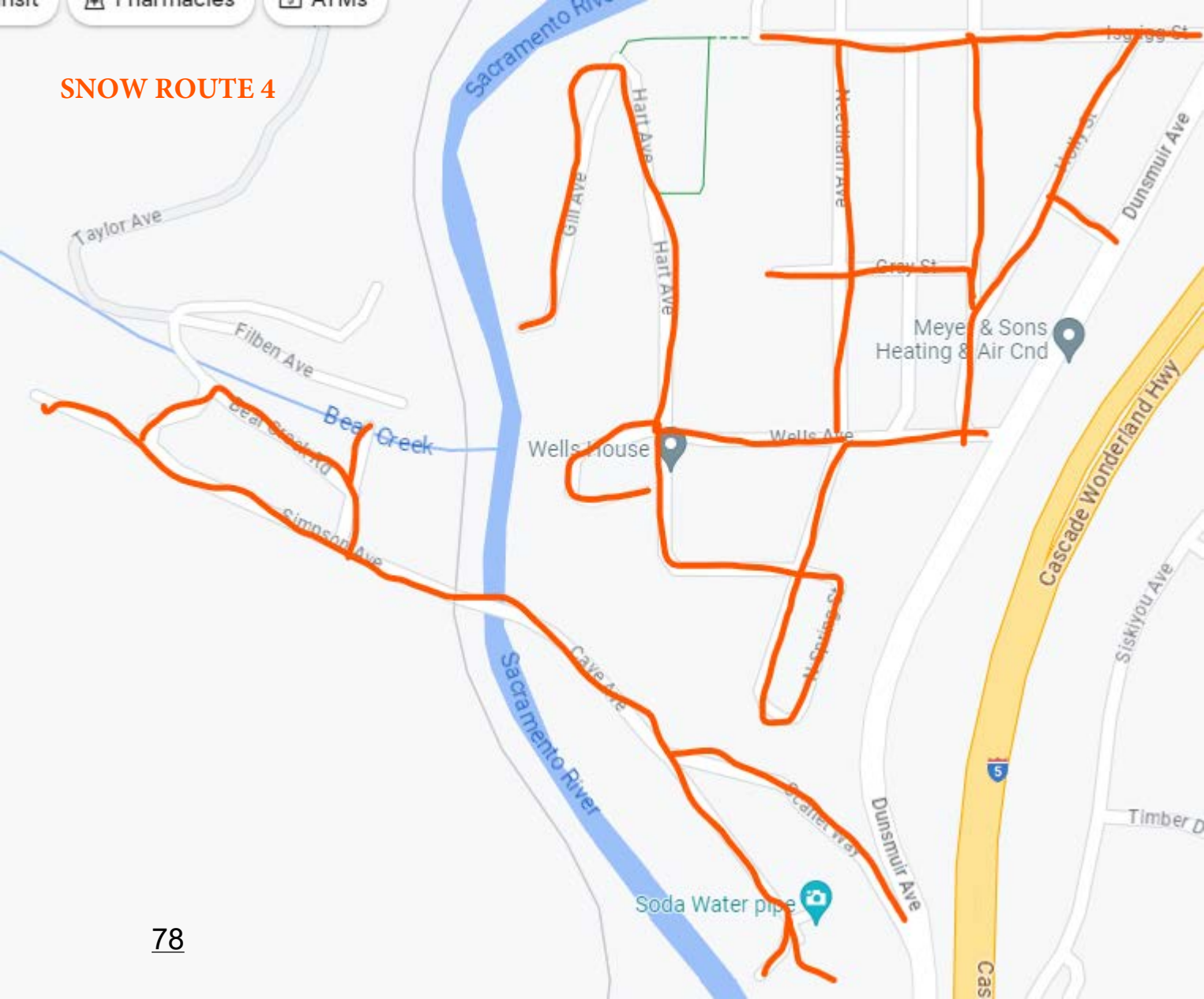


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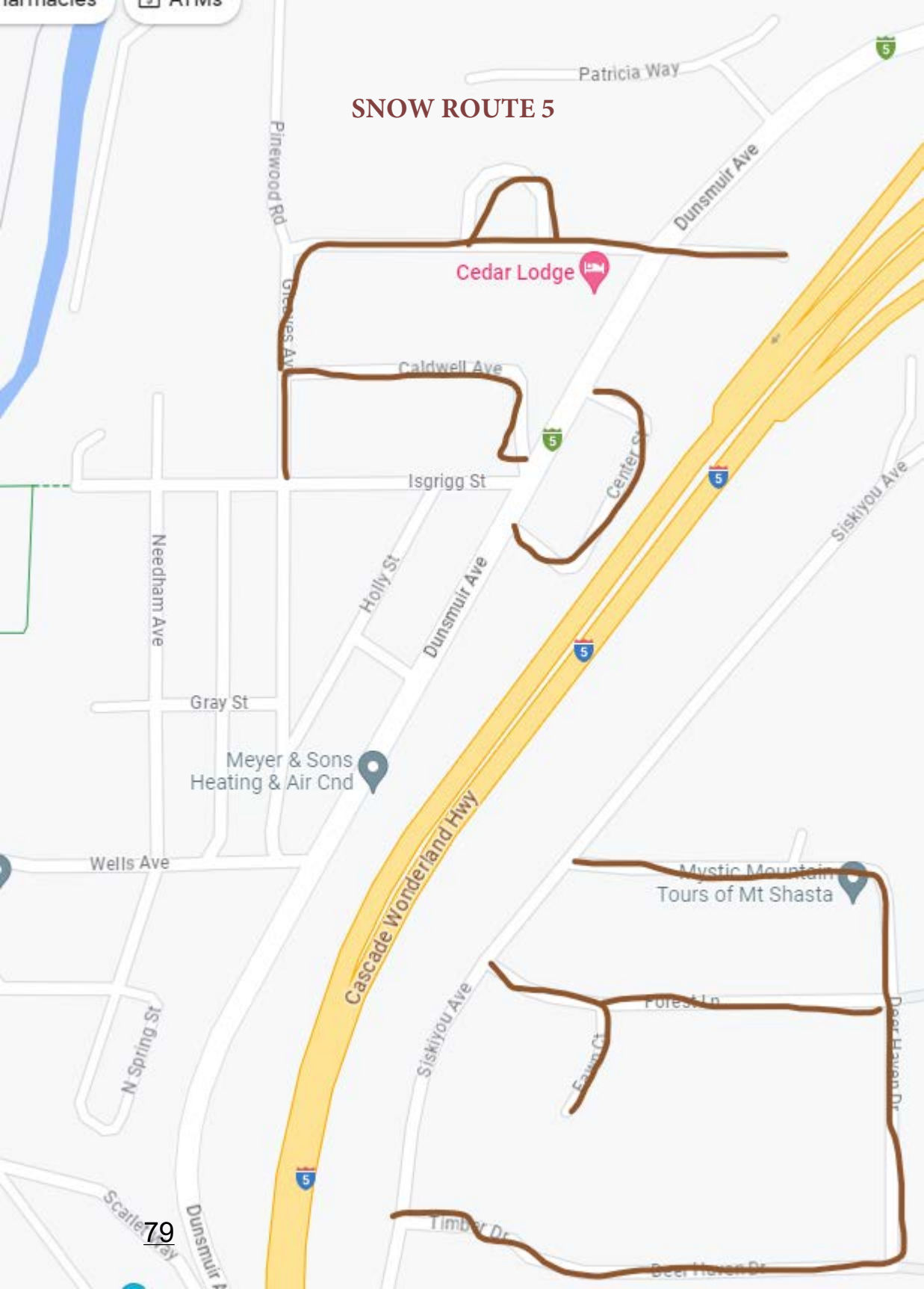
Dunsmuir Supermarket



SNOW ROUTE 4



SNOW ROUTE 5



SNOW ROUTE AIRPORT

