

## Mt. Shasta City Council Regular Meeting Agenda

Monday, April 8, 2024, 5:30 p.m.

This meeting will be presented in a hybrid format and can be attended in two ways:  
In-Person at the Mt. Shasta City Park Upper Lodge, 1315 Nixon Rd. Mt. Shasta, CA

OR

Online at the following link:

[MountShasta.22Ave.tv](https://MountShasta.22Ave.tv)

For the safety of our staff, the council, and public, we are no longer allowing members of the audience to carry large bags, backpacks, or other items outside of small personal items such as purses or satchels. Only service animals are allowed inside council chambers; nonservice pets are not allowed under any circumstances. Violators will be asked to remove the bag and/or animal, and refusal to do so will be cause for removal from the meeting.

“Our mission is to maintain the character of our “small town” community while striking an appropriate balance between economic development and preservation of our quality of life. We help create a dynamic and vital City by providing quality, cost-effective municipal services and by forming partnerships with residents and organizations in the constant pursuit of excellence.”

Page	Item	STANDING AGENDA ITEMS
	1.	Call to Order and Flag Salute
	2.	Roll call
	3.	Special Presentation: None
	4.	<b>Public Comment:</b> This time is set aside for citizens to address the City Council on matters listed on the Consent Agenda as well as other items <b>not</b> included on the Regular Agenda. If your comments concern an agenda item noted on the regular agenda, please address the Council when that item is open for public comment. <b>Each speaker is allocated three (3) minutes to speak.</b> Speakers may not cede their time. Comments should be limited to matters within the jurisdiction of the City. Council discussion or action cannot be taken on items not listed on the agenda other than to receive comments. If you have documents to present to members of Council, please provide a minimum of seven (7) copies to the Deputy City Clerk. Email Comments may be submitted to the City Clerk’s Office ( <a href="mailto:kjoyce@mtshastaca.gov">kjoyce@mtshastaca.gov</a> ). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council prior to the meeting. These items will NOT be read into the record.
	5.	Council and Staff Comments
	6.	<b>Committee Updates:</b> a) Downtown Enhancement Advisory Committee b) Library Tax Advisory Committee c) Beautification Committee d) Active Transportation Committee

Mt. Shasta Regular City Council Meeting Agenda

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	CITY COUNCIL BUSINESS
Page 4-19	<p>7. Consent Agenda – The City Manager recommends approval of the following Consent Agenda items. All Resolutions and Ordinances on this agenda, or added hereto, shall be introduced or adopted, as applicable, by title only, and the full reading thereof is hereby waived.</p> <ul style="list-style-type: none"><li>a. Approval of Minutes: March 25, 2024 Regular Meeting</li><li>b. Police Department Report March 2024</li><li>c. Determination of the Disability of Richard G. Joyce, Resolution CCR-24-XX</li></ul>
Page	<p>8. Discussion and Possible Action: Downtown Enhancement Advisory Committee Fiscal Review and Project Approval</p> <p><u>Background:</u> Committee Chair Ashley Hagge will be present to discuss future projects and budget concerns with the City Council.</p> <p><u>Report By:</u> Todd Juhasz, City Manager and Ashley Hagge, Committee Chair</p> <p><u>Recommended Council Action:</u> Direct staff as needed.</p>
Page 20-24	<p>9. First Reading of an Amendment of City Municipal Ordinance Section 10.44.080 Parking Restricted</p> <p><u>Background:</u> The city has been looking to improve the availability of parking in the downtown and business districts. There are four city owned public parking lots in this area that have seen an increase in abandoned and long-term parking, which has had a negative impact on the available parking spaces in those lots. By restricting parking to certain times, the City hopes to maintain parking availability for residents and visitors.</p> <p><u>Report By:</u> Robert Gibson, Chief of Police</p> <p><u>Recommended Council Action:</u> Staff respectfully requests the City Council approve the first reading of an Ordinance amending Municipal Code section 10.44.080 by title only, and move it to a second reading and adoption.</p>
Page 25-32	<p>10. Enhanced Infrastructure Finance District Resolution of Intention</p> <p><u>Background:</u> An Enhanced Infrastructure Finance District (“EIFD”) is a governmental entity that may be established by a City, County, or through a partnership between the two, that uses future incremental revenue from existing tax rates to help fund and complete public capital facilities and infrastructure projects, as well as other specified projects of communitywide significance, that provide a significant benefit to the properties within the EIFD as well as the surrounding community. A Resolution of Intention to form an EIFD was approved by Council on September 11<sup>th</sup>, 2023. Since approval, additional parcels have been added to the list of those that comprise a desired EIFD. These changes precipitate the adoption of a new Resolution of Intention.</p> <p><u>Report By:</u> Todd Juhasz, City Manager</p> <p><u>Recommended Council Action:</u> Adopt Resolution CCR-24-XX, Amending CCR-23-26 To Revise the Map of the Proposed Mount Shasta Enhanced Infrastructure Finance District</p>

<p>Page 33-46</p>	<p><b>11. Building Official Professional Services Agreement</b>  <u>Background:</u> Due to recent staff departures in the Building Division and a continuing robust construction landscape, the building department has the need to align the following services under one services agreement: building official, building inspection, plan check and program administration services. Council will discuss a proposed Professional Services Agreement for these services.  <u>Report By:</u> Todd Juhasz, City Manager  <u>Recommended Council Action:</u> Adopt resolution authorizing the City Manager to execute a Professional Services Agreement with Leo DePaola for building official, building inspection, plan check and program administration services as needed.</p>
	<p><b>CITY COUNCIL/STAFF REPORTING PERIOD</b></p>
	<p><b>12. Reports on Outside Meetings</b></p>
	<p><b>13. Future Agenda Items and Meetings (Appearing on the agenda within 60-90 days):</b></p> <ul style="list-style-type: none"> <li>a. Resolution Calling an Election and Requesting Consolidation – 5/2024</li> <li>b. Discussion and Possible Action: City Manager Salary – TBD</li> <li>c. Approval of Funds to Complete a Survey of Washington Avenue – TBD</li> <li>d. Amendment of Parklet Ordinance – TBD</li> <li>e. Discussion and Possible Action: Beautification Committee Fiscal Review and Project Approval – TBD</li> <li>f. General Plan &amp; Housing Annual Progress Report – TBD</li> <li>g. Graffiti Ordinance – TBD</li> <li>h. Discussion and Possible Action: Rental, Lease, or Purchase of Lot Located at the northwest corner of Alma and N. Mt. Shasta Blvd – TBD</li> <li>i. Discussion and Possible Action: Expansion of the Downtown Parking District Borders - TBD</li> <li>j. Discussion and Possible Action: Amendment to Sidewalk Ordinance – TBD</li> <li>k. Discussion and Possible Action: Snow Removal Operations - TBD</li> </ul> <p><b>Future Agenda Items Over 90 Days:</b></p> <ul style="list-style-type: none"> <li>l. Discussion and Possible Action: Review of Chapter 13.95 Extraction and Exportation of Groundwater from the City of Mt. Shasta</li> <li>m. Objective Design Standards Presentation/Discussion</li> <li>n. Amendment to the Short-Term Rental Ordinance</li> </ul>
	<p><b>14. Adjourn</b>  I, Kathryn Joyce, declare under penalty of perjury that this agenda has been posted at least 72 hours in advance at the Mt. Shasta City Hall, 305 N. Mt. Shasta Blvd, Mt. Shasta, CA, in the glass case and on the City website at <a href="http://www.mtshastaca.gov">www.mtshastaca.gov</a>.  Agendas and packets shall be made available at least 72 hours in advance of regular meetings and 24 hours in advance of special meetings on the City’s web site. Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting shall be made available on the City’s web site <a href="http://www.mtshastaca.gov">www.mtshastaca.gov</a>.  Availability of Public Records: All public records related to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at City Hall located at 305 North Mt. Shasta Blvd.  The City of Mt. Shasta does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. In compliance with the Americans with Disabilities Act, if you need special assistance, a disability-related modification or accommodation, agenda materials in an alternative format, or auxiliary aids to participate in this meeting, please contact the Office of the City Clerk at 530-326-7516 or <a href="mailto:kjoyce@mtshastaca.gov">kjoyce@mtshastaca.gov</a> as soon as possible.  Providing at least 72 hours’ notice will help ensure that reasonable arrangements can be made.</p>

## Mt. Shasta City Council Regular Meeting **DRAFT** Minutes

Monday, March 25, 2024; 5:30 p.m.

City Park Upper Lodge 1315 Nixon Road, Mt. Shasta  
Meeting allowed for virtual attendance via ZOOM

“Our mission is to maintain the character of our “small town” community while striking an appropriate balance between economic development and preservation of our quality of life. We help create a dynamic and vital City by providing quality, cost-effective municipal services and by forming partnerships with residents and organizations in the constant pursuit of excellence.”

### STANDING AGENDA ITEMS

**1. Call to Order and Flag Salute:** At the hour of 5:30 p.m. Mayor Stackfleth called the meeting to order and led the audience in the flag salute.

**2. Roll Call:**

Council Members Present: Stackfleth, Collings, Redmond, Stearns, Clure

Council Members Absent: None

**3. Special Presentation:** Siskiyou Child Abuse Prevention Council Collaborative Proclamation

Mayor Stackfleth read a proclamation for Child Abuse Prevention Week.

Steven Bryan of the Siskiyou Resource Collaborative presented information about Child Abuse Prevention Month and information about available resources.

**4. Public Comment:**

Willard Felsen – Comments regarding a hazardous sidewalk area and a request for it to be repaired.

Johanna Altorfer – Comments regarding the library expansion meeting; suggestions for the new building.

**5. Council and Staff Comments:**

Todd Juhasz, City Manager – Comments regarding potential future business at The Landing, possible sub-lease for the Brownell building, library expansion outreach, upcoming short-term rental ordinance amendment, and Amazon seeking to place a container in the City. Comments about a future letter of intent for the Enhanced Infrastructure Finance District.

Clarifying questions from Council and brief discussion.

Robert Gibson, Chief of Police – Update on recent call during which an officer was assaulted, introduction of new dispatcher Lauren Cardiel.

Clarifying questions from Council.

**6. Committee Updates:**

a) Downtown Enhancement Advisory Committee

b) Library Tax Advisory Committee

c) Beautification Committee

d) Active Transportation Committee

Todd Juhasz, City Manager – Update on DEAC, review of the Committee’s budget concerns.

### CITY COUNCIL BUSINESS

**7. Consent Agenda:**

COUNCIL ACTION: Approved the following Consent Agenda items. All Resolutions and Ordinances on this agenda, or added hereto, shall be introduced or adopted, as applicable, by title only, and the full reading thereof is hereby waived.

- a. Approval of Minutes: March 11, 2024 Regular and Special Meetings
- b. Approval of Disbursements: Accounts Payable: 3/8/2024; Total Gross Payroll and Taxes: For Period Ending 3/3/2024
- c. Monthly Investment and Revenue Report
- d. Committee Minutes: Downtown Enhancement Advisory Committee 1/31 and 2/28/2024
- e. Resolution Accepting the State-Mandated Wastewater Treatment and Disposal Improvements

COUNCIL ACTION: Approve items a-e

MOTION TO APPROVE: Clure

SECOND: Redmond

AYES: Stackfleth, Collings, Redmond, Stearns, Clure

NOES: None

ABSENT: None

ABSTAIN: None

**8. Proposed Operating Budget for Fiscal Year 24/25**

Muriel Terrell, Finance Director – Review of the proposed fiscal year 2024/2025 budget. Review of salaries and benefits, Transient Occupancy Tax increase, special revenue funds, stormwater 218 process.

Clarifying questions from Council.

Johanna Altorfer – Questions regarding software and depreciation.

Council and staff discussion.

COUNCIL ACTION: Direct staff to look at making expense reductions in the area of 3% across all departments, to remove the \$75,000 from the equipment fund, to look at a reduction in donations to organizations, and to look at a reduction of costs to non-salary items.

Discussion.

**9. 2022-2023 Audited Financial Statements City of Mt. Shasta and Mount Shasta Public Financing Authority**

Muriel Terrell, Finance Director – Review of audited financial statements.

Tessa Clure, Councilmember – Review of clean opinion on audit, pension costs, health of enterprise funds.

John Stackfleth, Mayor – Comments regarding software, pension.

Clarifying questions and discussion.

No public comments.

COUNCIL ACTION: Adopt Resolution CCR-24-07, A Resolution of the City Council of the City of Mt. Shasta Accepting the Independent Audit Reports for Fiscal Year 2022-2023.

MOTION: Redmond

SECOND: Clure

AYES: Stackfleth, Redmond, Collings, Clure, Stearns

NOES: None

ABSENT: None

ABSTAIN: None

**10. Reports on Outside Meetings: Councilmember Clure and Mayor Stackfleth reported on the library ad hoc committee meeting, public outreach.**

**11. Future Agenda Items (Appearing on the agenda within 60-90 days):**

COUNCIL ACTION: Reviewed items a through m. Items added: Review and possible expansion of the Business District, and Discussion and Possible Action: Review of the sidewalk ordinance.

- a. Discussion and Possible Action: Downtown Enhancement Advisory Committee Fiscal Review and Project Approval – 4/8/2024
- b. Amendment to Parking Ordinance – 4/8/2024
- c. Resolution Calling an Election and Requesting Consolidation – 5/2024
- d. Expansion of Enhanced Infrastructure Financing District boundaries – TBD
- e. Discussion and Possible Action: City Manager Salary – TBD
- f. Approval of Funds to Complete a Survey of Washington Avenue – TBD
- g. Amendment of Parklet Ordinance – TBD
- h. Discussion and Possible Action: Beautification Committee Fiscal Review and Project Approval – TBD
- i. General Plan & Housing Annual Progress Report – TBD
- j. Graffiti Ordinance – TBD
- k. Discussion and Possible Action: Rental, Lease, or Purchase of Lot Located at the northwest corner of Alma and N. Mt. Shasta Blvd – TBD

Future Agenda Items Over 90 Days:

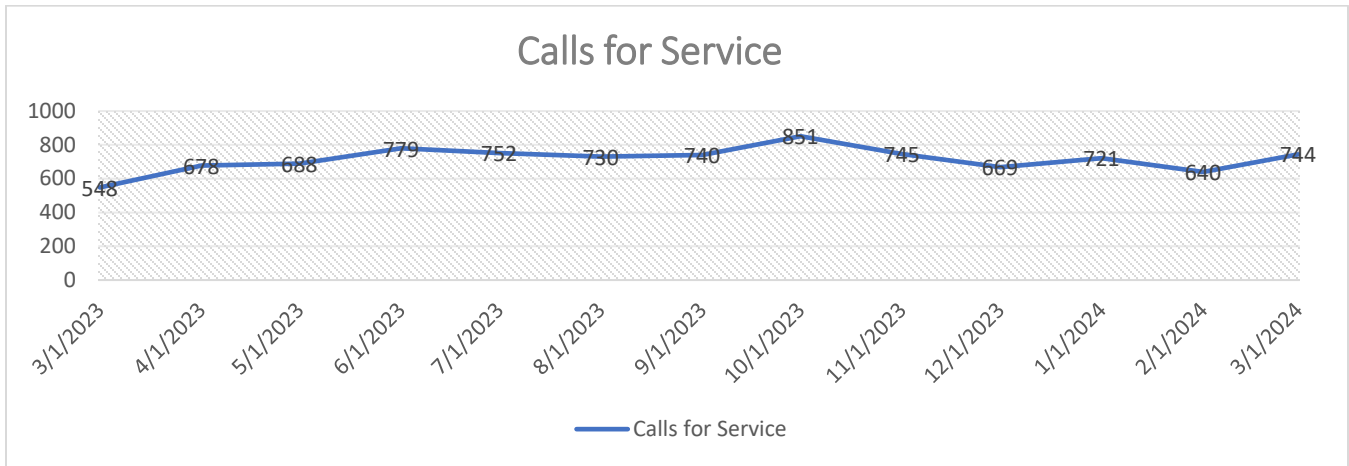
- l. Discussion and Possible Action: Review of Chapter 13.95 Extraction and Exportation of Groundwater from the City of Mt. Shasta
- m. Objective Design Standards Presentation/Discussion

**12. Adjourn:** There being no further business, the meeting was adjourned at 7:46 p.m.

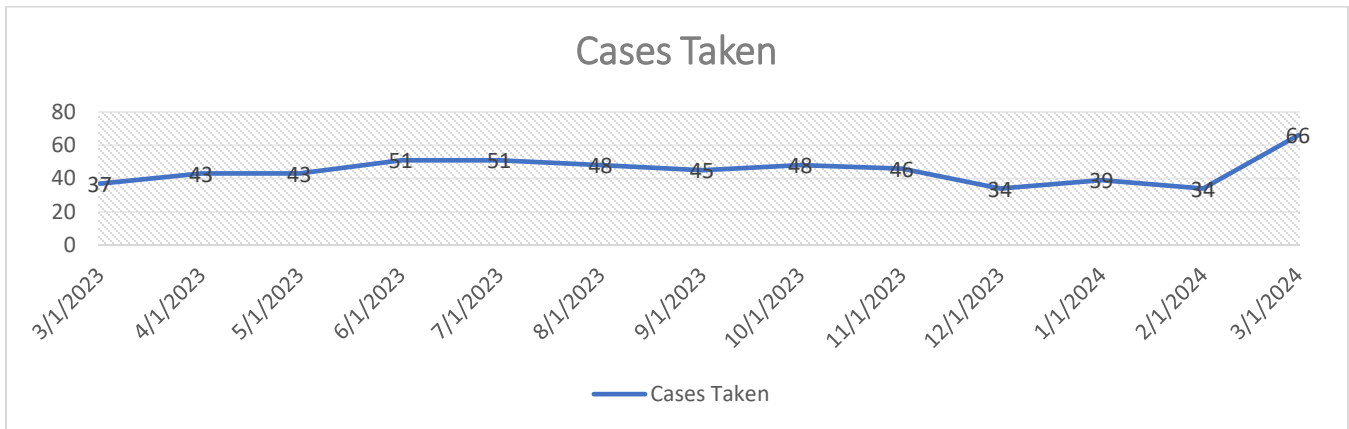
**Respectfully Submitted By:** Kathryn M. Joyce, Administrative Assistant/Deputy City Clerk

# Department Statistics

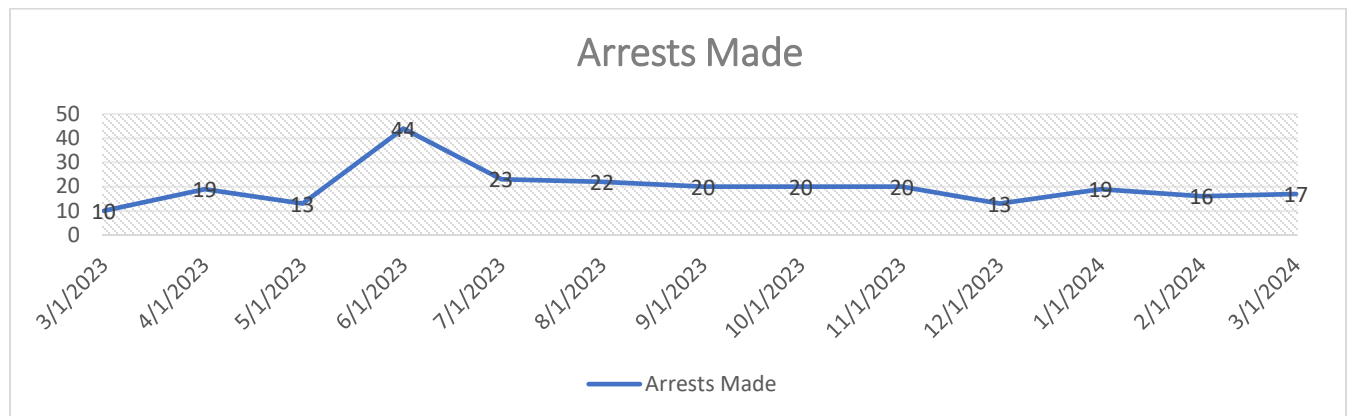
Calls for Service	March 2023	March 2024	Change
	707	744	+35.76%



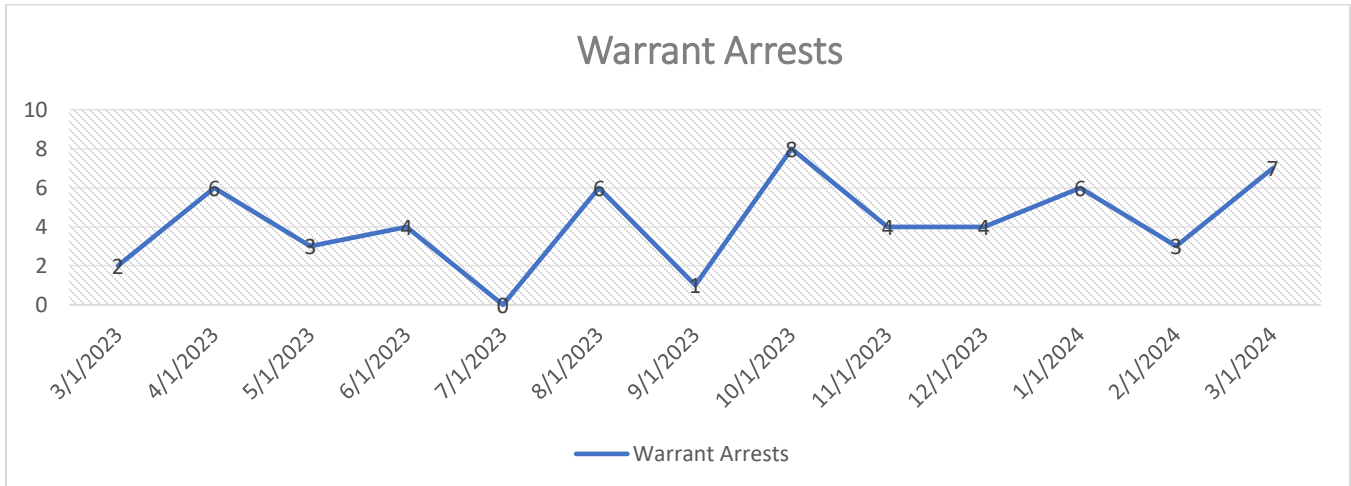
Cases Taken	March 2023	March 2024	Change
	37	66	+78.37%



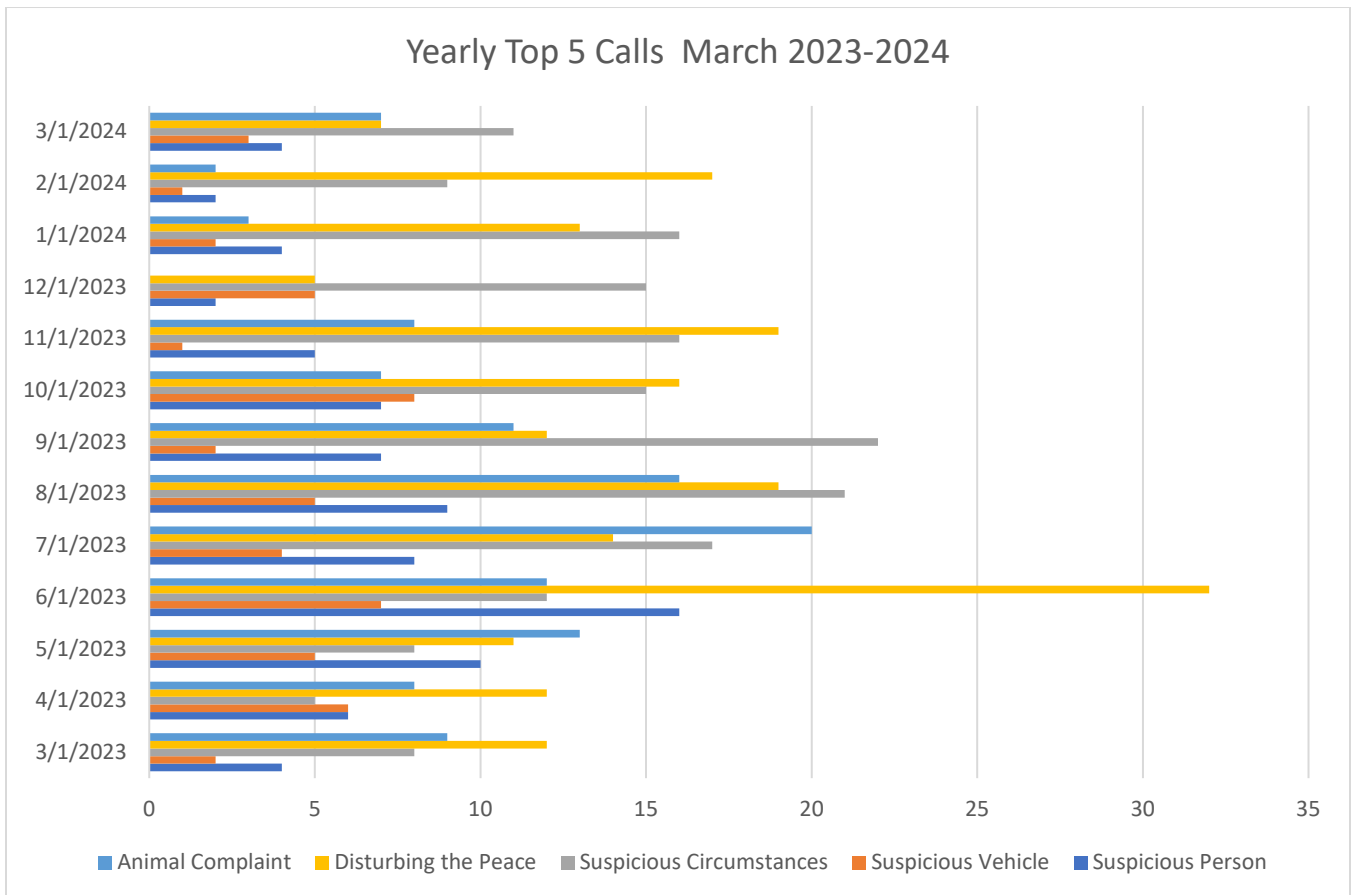
Arrests Made	March 2023	March 2024	Change
	10	17	+70%



Warrant Arrests	March2023	March2024	Change
	2	7	+250%



Top 5 Calls			
March 2023		March 2024	
Public Assist	19	Outside Assist	41
Check Welfare Person	18	Medical	40
Alarm	16	Trespassing	18
Medical	16	Public Assist	17
415- Disturbing the Peace	13	Alarm	14

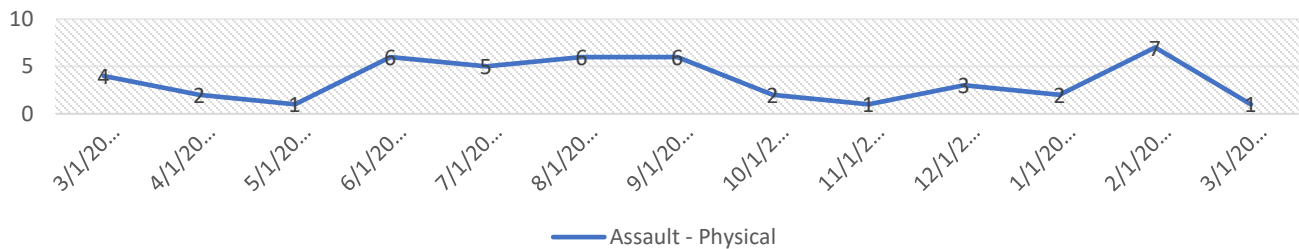




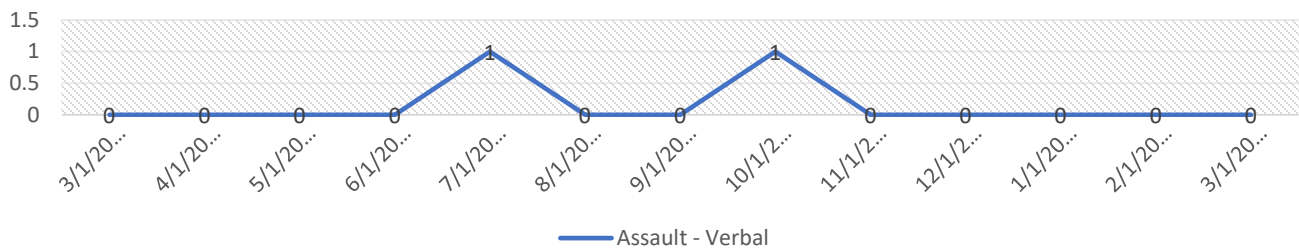
# Crime Statistics

Crimes				
	March 2023	March 2024	Change	March 2023- March 2024 Yearly Total
Assault – Physical	4	1		46
Assault – Verbal	0	0		2
Disturbing the Peace	12	7		189
Domestic Disturbance	0	1		7
Domestic Violence	0	3		15
Fraud	1	0		12
Public Intoxication	3	4		35
Stolen Vehicle	0	0		10
TC Hit & Run	1	2		18
Theft from Vehicle	0	0		3
Theft – Grand	1	0		6
Theft – Petty	1	8		59
Theft – Shoplifting	0	0		0
Trespassing	9	18		252
Vandalism	3	2		51

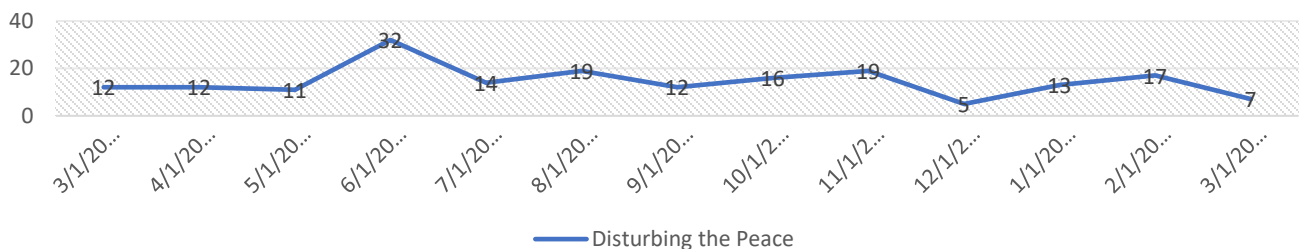
## Assault - Physical



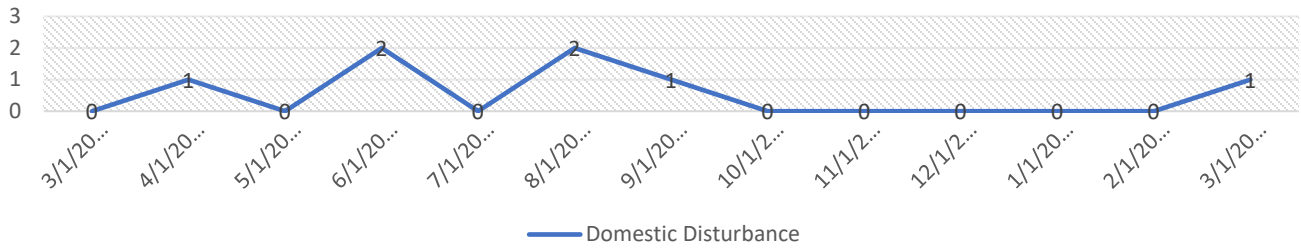
## Assault - Verbal



## Disturbing the Peace



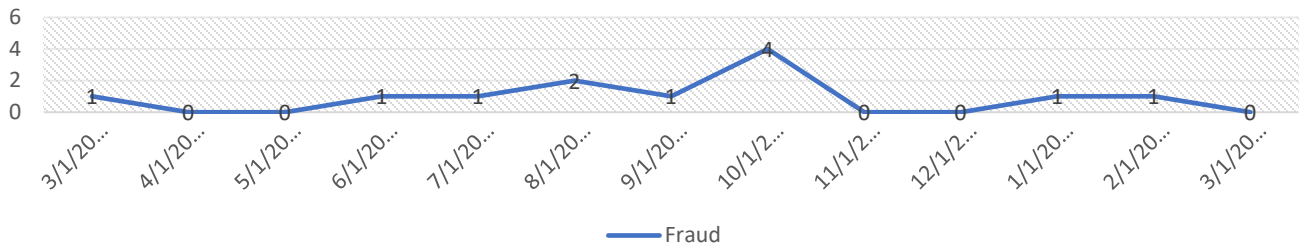
## Domestic Disturbance



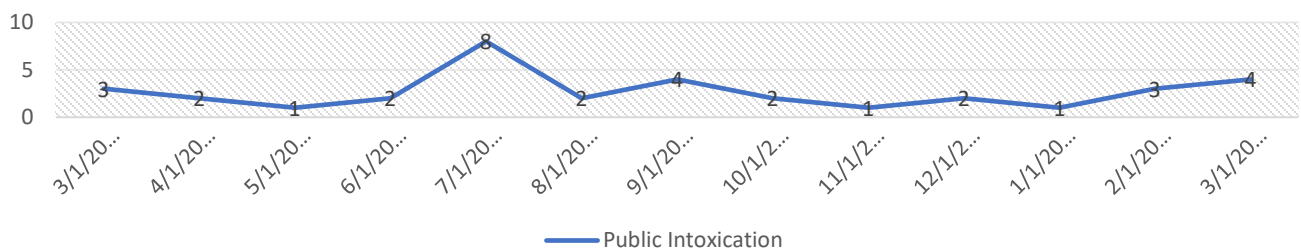
## Domestic Violence



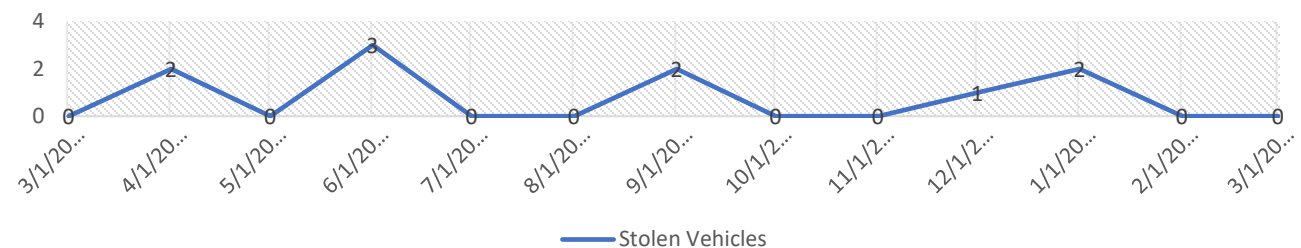
## Fraud



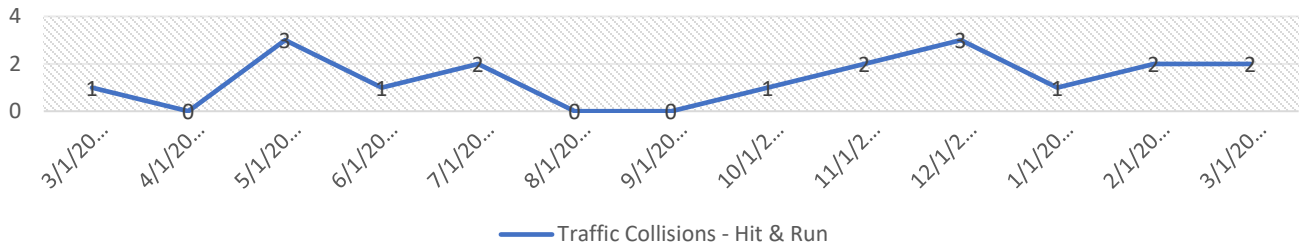
## Public Intoxication



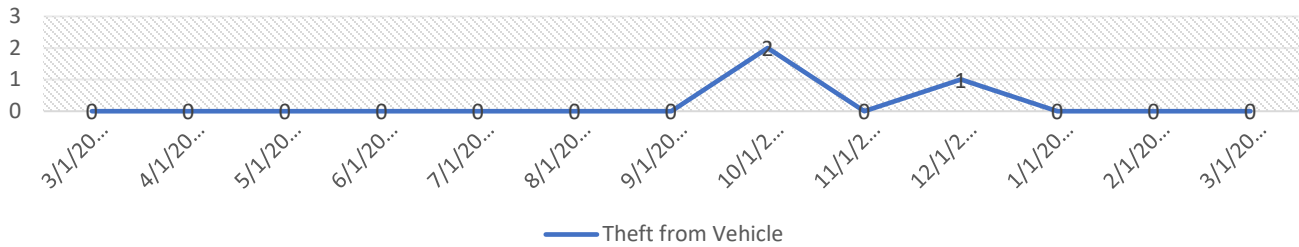
## Stolen Vehicles



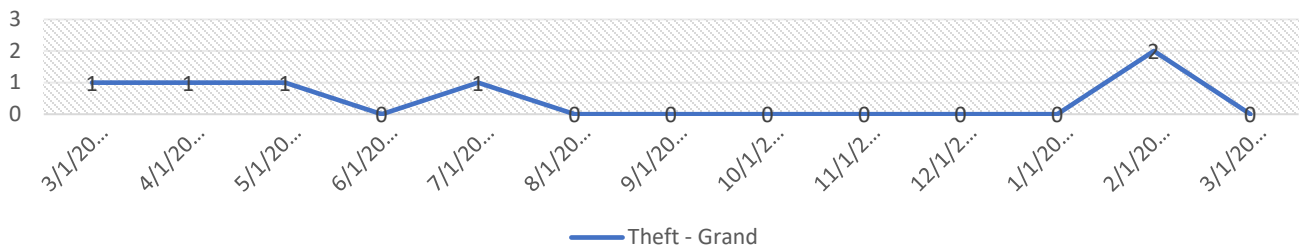
### Traffic Collisions - Hit & Run



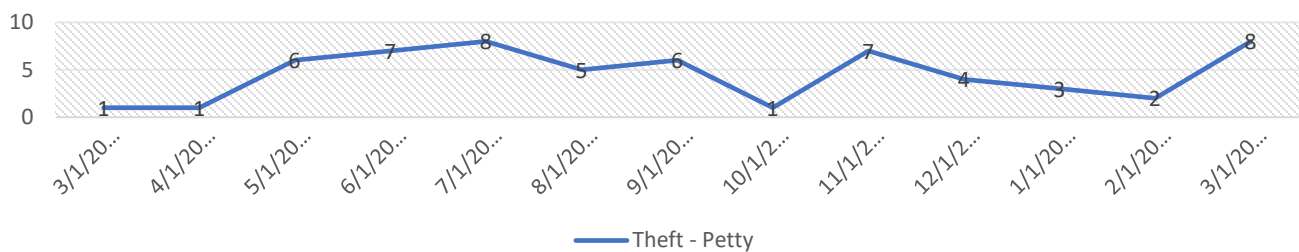
### Theft from Vehicle



### Theft - Grand

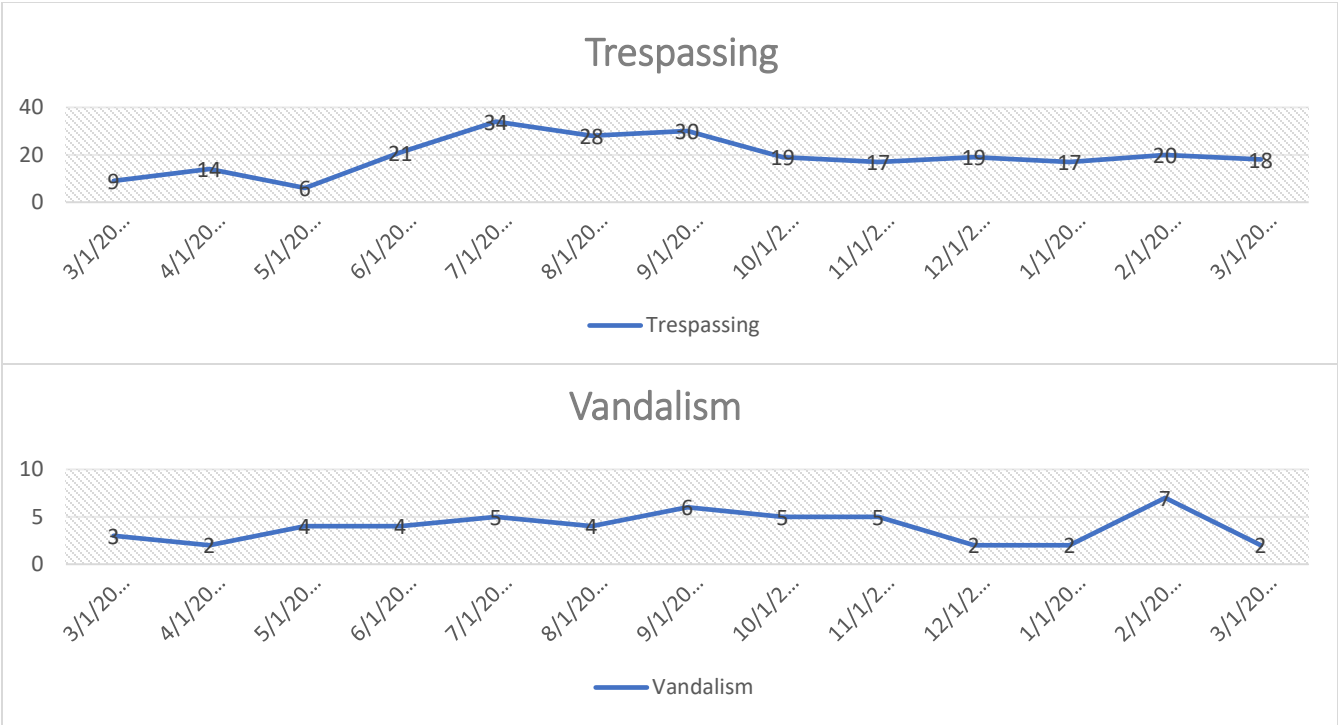


### Theft - Petty



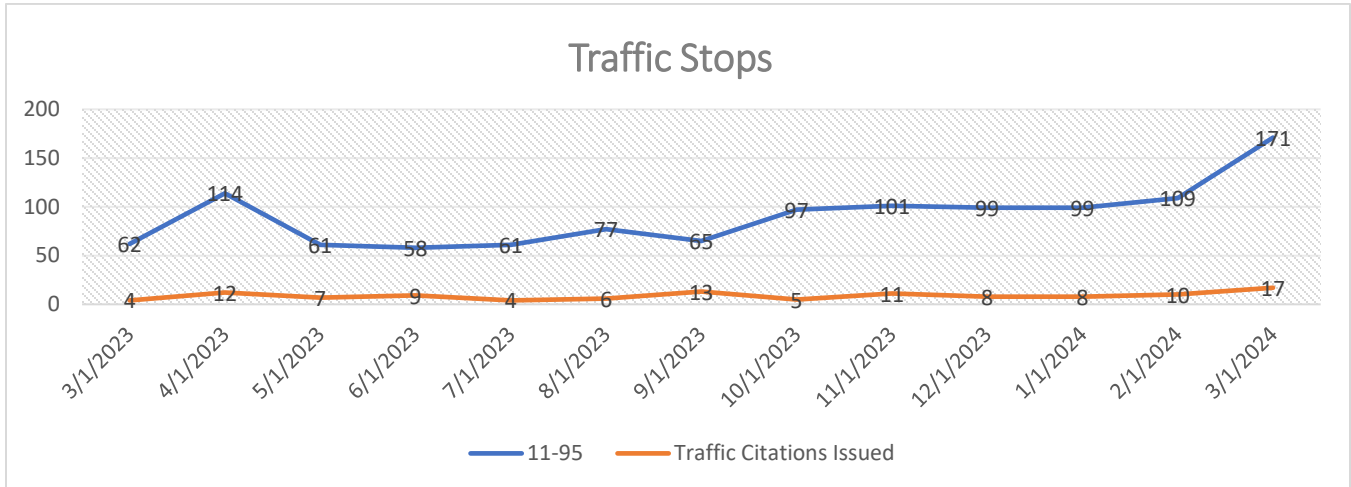
### Theft - Shoplifting



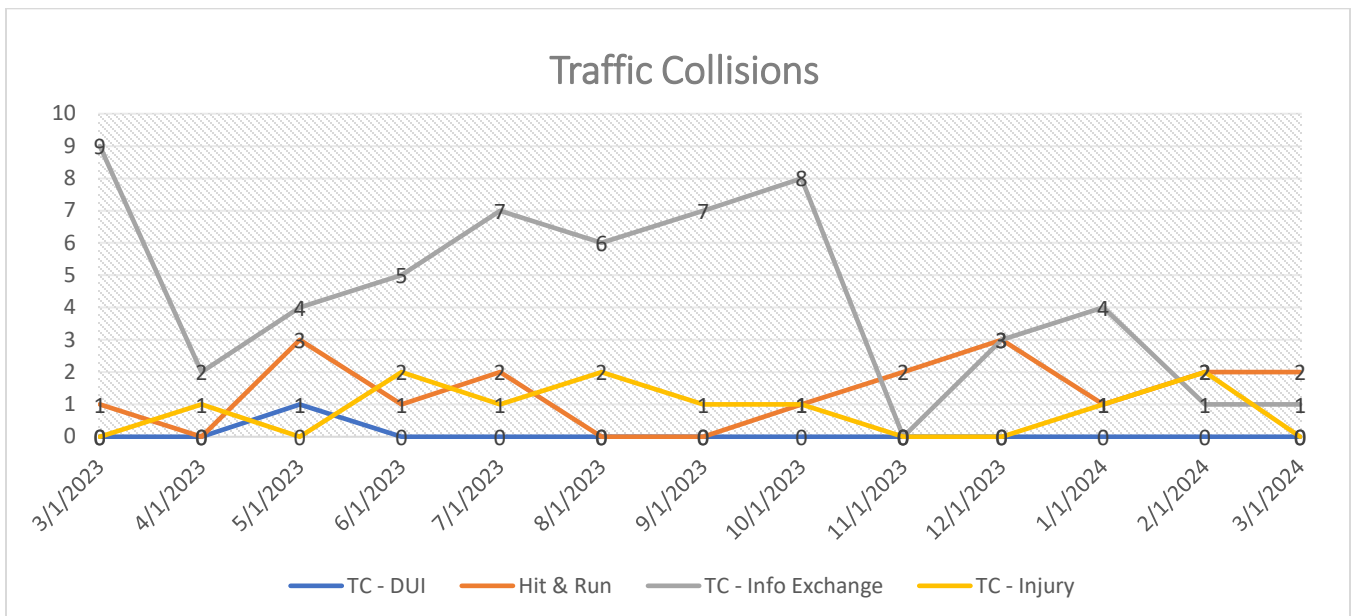


# Traffic Summary

	March 2023	March 2024	Change
Traffic Stops	62	171	+175.80%
Traffic Citations Issued	4	17	+325%



Traffic Collisions				
	March 2023	March 2024	Change	March 2023- March 2024 Yearly Total
TC – DUI	0	0	0%	1
TC – Hit & Run	1	2	+100%	18
TC – Info Exchange	9	1	-88.88%	57
TC - Injury	0	0	0%	11
<b>Total</b>	<b>10</b>	<b>3</b>	<b>-70%</b>	<b>87</b>



## Traffic Accident Location Summary

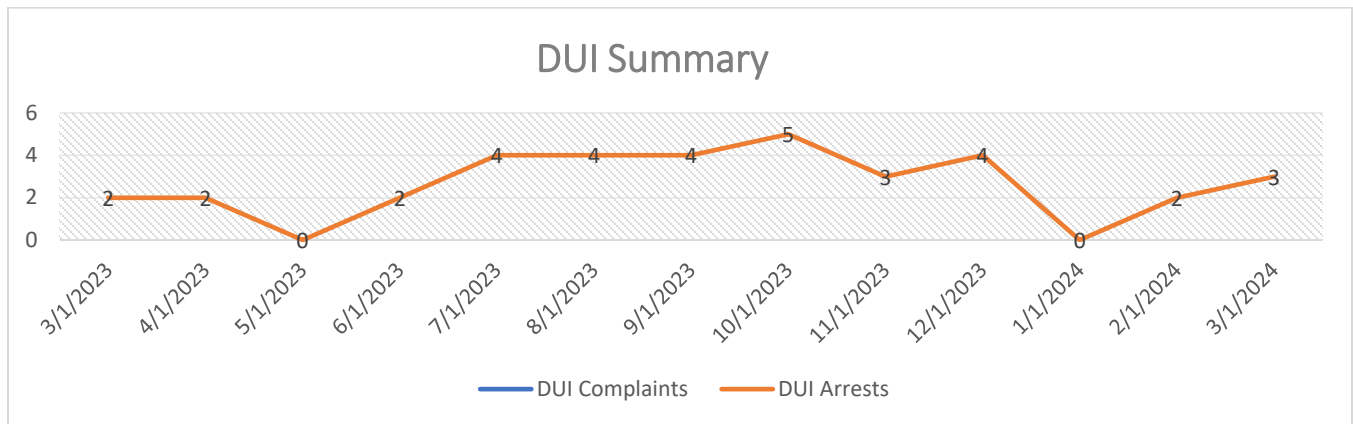
03/06/2024 Traffic Collision Hit & Run – 111 Morgan Wy, Negative Injuries, parties exchanged information.

03/15/2024 Traffic Collision Hit & Run- 301 W. Lake St, Negative Injuries

03/20/2024 Traffic Collision Information Exchange- E. Lake St & Chestnut St, Negative Injuries, Parties Exchanged Information.

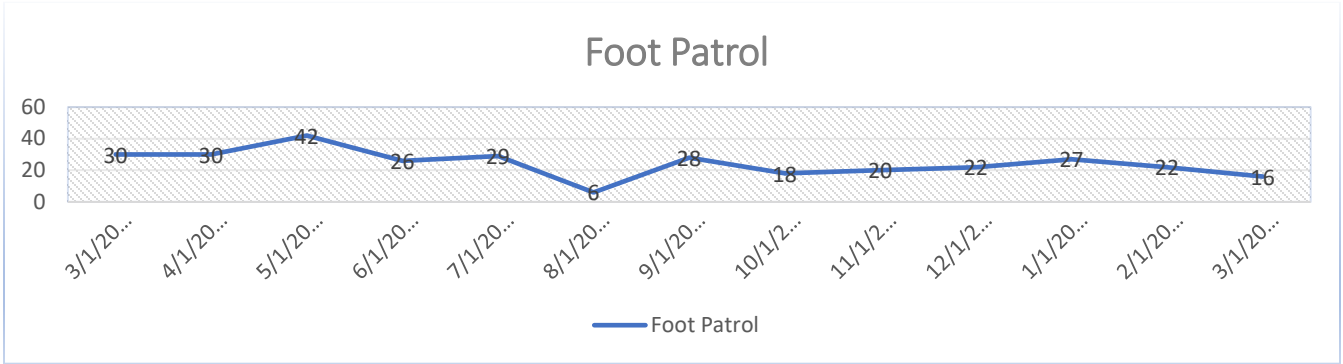
DUI Summary			
	March 2023	March 2024	Change
DUI Complaints	NA	NA	NA
DUI Arrests	2	3	+50%

\* *DUI Complaints no longer tracked in new CAD system as of 11/01/2022.*



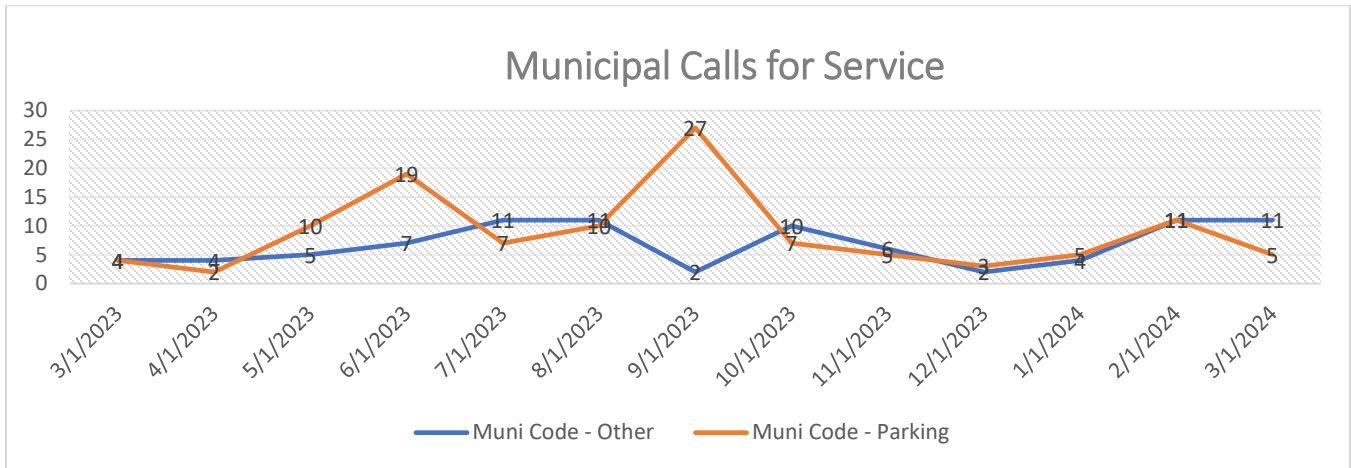
# Patrol Information

Foot Patrol			
March 2023	March 2024	Change	March 2023- March 2024 Yearly Total
38	16	-57.89%	342
Frequent foot patrol areas include:			
<ul style="list-style-type: none"><li>• City Park</li><li>• Shastice Park</li><li>• Downtown Mount Shasta</li><li>• Roseburg Property</li><li>• Behind commercial business such as Ray's Food Place, the Cinema, and Rite Aid</li><li>• Dense brush areas in multiple residential areas.</li></ul>			



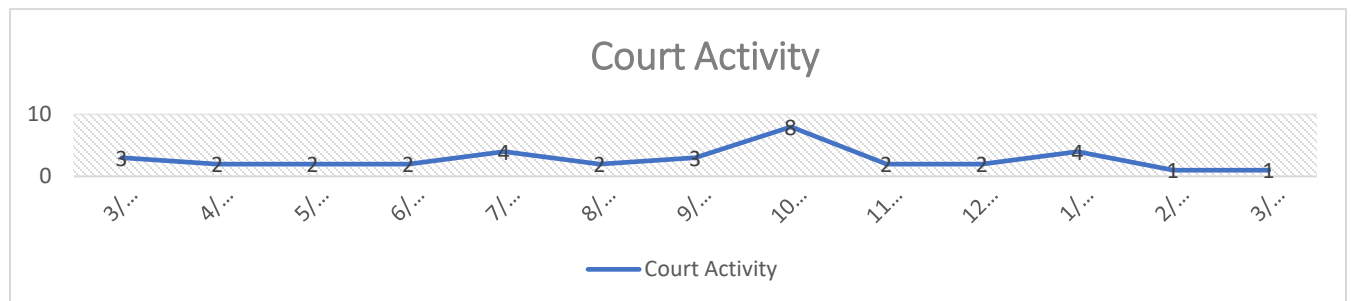
# Municipal Summary

Municipal Calls for Service			
	March2023	March2024	March 2023- March 2024 Yearly Total
Muni Code – Other	4	11	77
Muni Code - Parking	4	5	103
<b>Total</b>	<b>8</b>	<b>16</b>	<b>199</b>



LiveScans	March 2023	March 2024
	17	20

# Court Activity



# Social Media





Facebook				
Followers	Posts	Reach	Engaged Users	Reactions
12,056	7	25,143	2332	443



Twitter			
Followers	Tweets	Impressions	Mentions
396	0	0	0



Instagram		
Followers	Posts	Likes
2139	6	136



Nextdoor		
Posts	Impressions	Reactions
0	0	0

**RESOLUTION CCR-24-XX**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MT. SHASTA  
DETERMINING THAT RICHARD G. JOYCE  
IS INCAPACITATED FOR PERFORMANCE  
OF THE DUTIES OF FIRE CHIEF  
AND THAT SUCH DISABILITY IS INDUSTRIAL IN NATURE**

**WHEREAS**, the City of Mt. Shasta (hereinafter referred to as Agency) is a contracting agency of the California Public Employees' Retirement System (CalPERS):

**WHEREAS**, the California Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purposes of the California Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law:

**WHEREAS**, an application for industrial disability retirement of Post-Traumatic Stress Disorder from Richard G. Joyce, employed by the Agency in the position of Fire Chief, has been filed with CalPERS; and

**WHEREAS**, the City Council of the City of Mt. Shasta has reviewed the medical and other evidence relevant to such alleged disability.

**NOW, THEREFORE, BE IT RESOLVED:**

That the City Council of the City of Mt. Shasta find and determine and it does hereby find and determine that Richard G. Joyce is substantially incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Fire Chief for Post-Traumatic Stress Disorder and does hereby certify under penalty of perjury that this determination was made on the basis of competent medical opinion and was not used as a substitute for the disciplinary process in accordance with Government Code section 21156(a)(2). If any of the following disciplinary process occurred before the member's separation from employment, all relevant personnel documents were forwarded to CalPERS for determination of the member's eligibility for disability retirement and CalPERS' determination that the member is eligible to apply for disability retirement was obtained prior to starting the process of determination.

- Disciplinary process was underway prior to the member's separation from employment.
- Terminated for cause.
- Resigned in lieu of termination.
- The member signed an agreement to waive their reinstatement rights as part of a legal settlement (i.e., employment Reinstatement Waiver).
- Convicted of or is being investigated for a work-related felony.

Richard G. Joyce had filed a Workers' Compensation claim for his disabling condition. The Workers' Compensation claim was accepted.

**BE IT FURTHER RESOLVED THAT THE** City Council of the City of Mt. Shasta hereby find and determine that such disability is a disease arising out of and in the course of employment with the agency.

Neither said Richard G. Joyce nor the City of Mt. Shasta has applied to the Workers' Compensation Appeals Board for a determination pursuant to Government Code section 21166 whether such disability is industrial; and

**BE IT FURTHER RESOLVED** that the last date paid in the position of Fire Chief after expiration of his rights under Government Code sections 21163 and 21164, is effective May 12, 2024, and that no dispute as to the expiration of such leave rights is pending. The member will exhaust unused sick leave, compensating time off or Labor Code 4850 until the last date paid.

There is not a possibility of third-party liability.

Advanced Disability Pension Payments will not be made.

The primary disabling condition is Post-Traumatic Stress Disorder.

The duration of the disabling condition is expected to last at least twelve consecutive months from the date of the application for benefit, which is certified by competent medical opinion.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Mt. Shasta on the 8<sup>th</sup> day of April 2024 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED: April 8, 2024

ATTEST:

CITY OF MT. SHASTA

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Kathryn Joyce, Deputy City Clerk

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John Stackfleth, Mayor

**City Council Agenda Item # 9**  
Staff Report

**Meeting Date:** April 8, 2024  
**To:** Mayor and City Council  
**From:** Robert Gibson, Chief of Police

<b>X</b>	Regular
	Consent
	Closed
	Presentation

**Subject:** Amendment of City Municipal Ordinance Section 10.44.080 Parking Restricted by designating all city owned public parking lots no parking zones between the hours of 2 am and 6 am, except Sundays and Holidays, during snow removal designation or as authorized by the City Manager

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**Recommendation:**

Staff respectfully requests the City Council approve the adoption of the recommended amendment of Section 10.44.080 by removing sections (i) through (l) in sub section (N) sub paragraph (4), and add to section 10.44.080 sub paragraph (5) paragraphs (b) thru (f)

**Background & Summary:**

The city has been looking to improve the availability of parking in the downtown and business districts. There are four city owned public parking lots in this area that have seen an increase in abandoned and long term parking, which has had a negative impact on the available parking spaces in those lots. Some of the abandoned vehicles have been found leaking raw sewage in the parking lot causing a health concern that the city has had to deal with. Other vehicles such as large motorhomes being abandoned have led to unexpected towing cost for the city as most tow companies will not take the vehicle without first being paid. These changes would allow for law enforcement to be able to monitor when a vehicle may have been abandoned and be able to take immediate action in removing these vehicles to help maintain sufficient parking areas for citizens and visitors. The time restriction would also allow for public works to be able to keep the areas swept and clean.

The amendment would make the parking lot a time restricted area where there would be no parking allowed between the time of 2 A.M. and 6 A.M. daily with the following exceptions: Sundays, State Holidays, during the time when the parking area is designated for parking during snow removal as determined by the Director of Public Works, or with written permission from the City Manager or their designee.

**Attachments:**

Ordinance amending section 10.44.080

**ORDINANCE CCO-24-~~XX~~**  
**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MT. SHASTA  
AMENDING SECTION 10.44.080 OF  
THE MT. SHASTA MUNICIPAL CODE**

**WHEREAS**, pursuant to Chapter XI, Section 7, of the California Constitution, the City of Mt Shasta ("City") may make and enforce within its limits all local, police, sanitary, and other ordinance, and regulations not in conflict with general laws; and

**WHEREAS**, the City Council of the City of Mount Shasta may make amendments to the Mount Shasta Municipal Code section 10.44 as set forth in Mount Shasta Municipal Code section 10.44.130; and

**WHEREAS**, the City Council of the City of Mount Shasta finds that due to numerous complaints of long term and abandoned vehicles at the public parking lots and the need to keep the parking lot available for use by residents and visitors; and

**WHEREAS**, the City Council of the City of Mount Shasta finds that abandoning of vehicles has led to the discharge of hazards such as leaking sewage and oils and has impacted the Cities ability to maintain and clean these areas in the interest of public health and safety; and

**WHEREAS**, the City Council of the City of Mt. Shasta has determined that the following changes to Mount Shasta Municipal Code Section 10.44 Parking Restricted are required.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of the City of Mt. Shasta does amend the Mt. Shasta Municipal Code Section 10.44.080 section (N) Use of Public Streets or Public Parking Lots for Storage of Vehicles, Vessels or Trailers Prohibited, subsection (4) to read as follows:

(4) Prohibited 72-Hour Parking Zones.

- (a) North Mt. Shasta Boulevard between Ivy Street and McCloud Avenue.
- (b) South Mt. Shasta Boulevard between McCloud Avenue and Bear Springs Road.
- (c) Chestnut Street between McCloud Avenue and Ivy Street.
- (d) Lake Street between Chestnut Street and Pine Street.
- (e) Maple Street between Lake Street and Castle Street.
- (f) Castle Street between Chestnut Street and Maple Street.
- (g) Alma Street between Pine Street and Chestnut Street.
- (h) Alpine Street between Mt. Shasta Boulevard and Mill Street.

**BE IT FURTHER ORDAINED** that the City Council of the City of Mt. Shasta does further amend the Mt. Shasta Municipal Code Section 10.44.080 paragraph (N) sub paragraph (5) to read as follows:

(5) Restricted Time Parking.

(a) No parking between the hours of 10:00 p.m. and 6:00 a.m. daily at the Sisson Youth Baseball ballpark parking area on the west side of Everett Memorial Highway between Washington Drive and Rockfellow Drive and east of Sisson Elementary School with the following exceptions:

(i) During time when the parking area is designated for snow removal as determined by the Director of Public Works, typically from November 1st to April 30th.

(ii) With written permission from the City Manager or their designee.

(b) Public parking lot at East Castle Street between North Mt. Shasta Boulevard and Chestnut Street, no parking from 2:00 a.m. to 6:00 a.m., except for Sundays and State Holiday's or with the exceptions listed in section (f)

(c) Public parking lot at West Lake Street between North Mt. Shasta Boulevard and Maple Street, no parking from 2:00 a.m. to 6:00 a.m., except for Sundays and State Holiday's or with the exceptions listed in section (f)

(d) Public parking lot at Alma Street between North Mt. Shasta Boulevard and Pine Street, no parking from 2:00 a.m. to 6:00 a.m., except for Sundays and State Holiday's or with the exceptions listed in section (f)

(e) Public parking lot at Chestnut Street between Lake Street and Castle Street, no parking from 2:00 a.m. to 6:00 a.m., except for Sundays and State Holiday's or with the exceptions listed in section (f)).

(f) Exceptions to parking time restrictions in sections (b) thru (e),

(i) During the time when the parking area is designated for parking during snow removal as determined by the Director of Public Works.

(ii) With written permission from the City Manager or their designee.

The foregoing Ordinance was adopted at the regular meeting of the City Council of the City of Mt. Shasta held on this **XXX**, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

**ATTEST:**

**CITY OF MT. SHASTA**

\_\_\_\_\_  
Kathryn M. Joyce, Deputy City Clerk

\_\_\_\_\_  
John Stackfleth, Mayor

FORM APPROVED:

\_\_\_\_\_  
John Sullivan Kenny, City Attorney

**CERTIFICATION**

I HEREBY CERTIFY that the foregoing Ordinance CCO-24-~~XX~~ was introduced, by title only, at a regular meeting of the Mt. Shasta City Council on the 8<sup>th</sup> day of April 2024, and was adopted at a regular meeting of said Council on the ~~XXX~~.

\_\_\_\_\_  
Kathryn M. Joyce, Deputy City Clerk



**City Council Agenda Item # 10**  
**Staff Report**

**Meeting Date:** 4/8/2024

**To:** Mayor and City Council

**From:** Todd Juhasz, City Manager

**Subject:** Enhanced Infrastructure Finance District  
Resolution of Intention

<b>X</b>	Regular
	Consent
	Closed
	Presentation

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**RECOMMENDATION:**

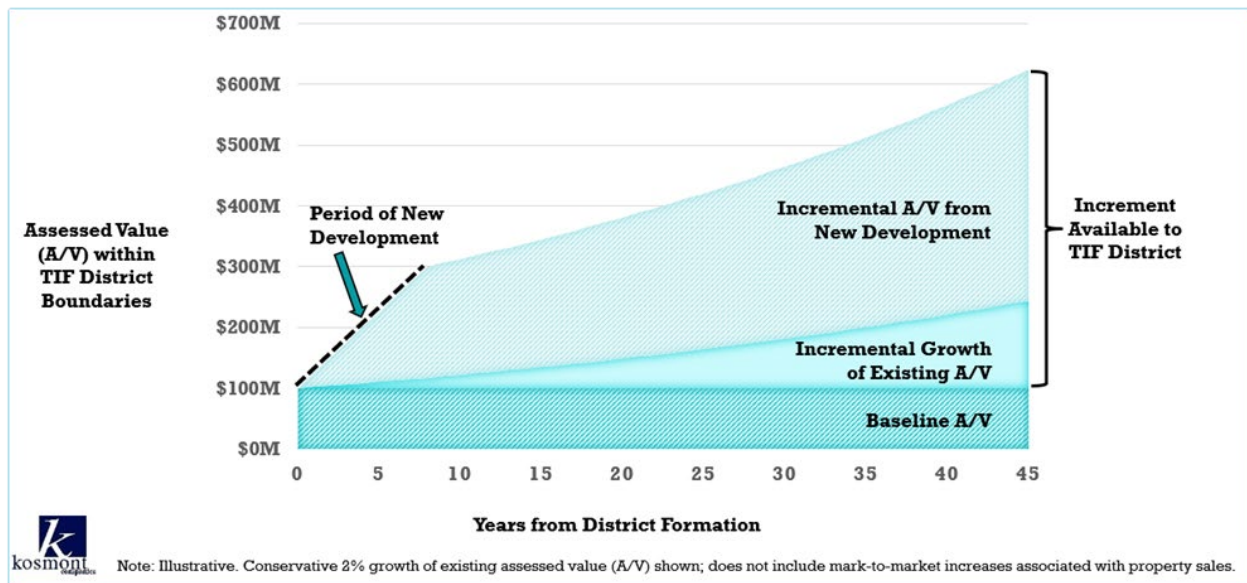
That the City Council:

1. Adopt Resolution 2024-    , a Resolution declaring its intention to establish the Mount Shasta Enhanced Infrastructure Financing District (EIFD) and establishing the Mount Shasta EIFD Public Financing Authority (PFA); and
2. Approve the organization of the Public Financing Authority Board, which would consist of three Council Members and two members of the public, and in the scenario where the County of Siskiyou participates in the EIFD, two Council Members, one County Supervisor, one member of the public appointed by the City Council, and one member of the public appointed by the County Board of Supervisors; and,
3. Find that the adoption of the Resolution of Intention and establishment of the Public Financing Authority are exempt from the California Environmental Quality Act (“CEQA”) as these actions do not constitute a “project” pursuant to CEQA Guidelines Sections 15378(b)(4) and 15378(b)(5), and that these actions are also exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**BACKGROUND:**

An Enhanced Infrastructure Finance District (“EIFD”) is a governmental entity that may be established by a City, County, or through a partnership between the two, that uses future incremental revenue from existing tax rates to help fund and complete public capital facilities and infrastructure projects, as well as other specified projects of communitywide significance, that provide a significant benefit to the properties within the EIFD as well as the surrounding community. EIFDs are funded by capturing all or a portion of the future property tax increment revenue (i.e., the difference in property taxes owed prior to and post establishment of the EIFD) generated within the boundaries of the district. The EIFD may finance projects through the issuance of bonds or under a “pay-go” model where money is spent as it is collected (the proposed Mount Shasta EIFD would not be anticipated to issue bonds). The requirements for the City’s establishment of an EIFD are set forth in California Government Code Sections 53398.50, and following (referred to as the “EIFD Law”). The following

chart illustrates how tax increment financing (TIF) captures that new revenue from new development into the EIFD (note these dollars are for illustrative purposes only):



In 2021, the US EDA awarded the City a grant to study the formation of an EIFD that would encompass specific project areas needing infrastructure investment to catalyze private sector investment. The City, supported by the Siskiyou EDC, then procured the services of Kosmont Companies through a competitive procurement process.

A presentation was provided to the City Council on September 11 2023 to provide City Council and interested parties an opportunity to discuss EIFDs, and for Council to provide direction to staff as may be deemed appropriate.

### **DISCUSSION:**

A Resolution of Intention to form an EIFD was approved by Council on September 11<sup>th</sup>, 2023. Since approval, additional parcels have been added to the list of those that comprise a desired EIFD. These changes precipitate the adoption of a new Resolution of Intention.

From the Staff Report originally presented to Council:

As part of the next steps of the EIFD process, a Resolution of Intention (ROI) will need to be adopted for allow for the formation steps to occur, which will include additional opportunities for the public to comment. The adoption of the City Council's ROI, which is provided as an attachment, will provide for the following:

1. Preliminary boundaries of the EIFD. The proposed EIFD boundaries are noted in color in Exhibit A of the Resolution of Intention. Though the exact boundaries of the EIFD are subject to further review and refinement as the formation process continues, the current boundary is focused on properties with potential for new development or rehabilitation. The land included in these boundaries totals approximately 466 acres (approximately 19% of citywide acreage)

and approximately \$10 million in existing assessed property value (which currently only represents approximately 3% of citywide assessed value).

2. The public facilities and development proposed to be financed by the EIFD. The activities listed under the Resolution of Intention include all eligible activities under the EIFD legislation and are listed in Exhibit B to the Resolution of Intention (more specific projects will be delineated in the required Infrastructure Financing Plan prior to the district formation).
3. Use of Incremental Tax Revenue. The ROI anticipates that portion of the City property tax increment revenue generated within the EIFD will be allocated to the EIFD. Previous discussions to date have contemplated allocation of 50% of incremental property tax to the EIFD, with the remaining 50% allowed to flow to the General Fund. The exact amounts will be determined and confirmed in future resolutions adopted by the City Council.
4. In the future, should another taxing entity such as the County of Siskiyou participate in the EIFD, a portion of that taxing entity's property tax increment revenue will also be contributed to the EIFD. The exact percentage of tax increment recommended to be contributed by the City and County are still being analyzed, and that final decision will be made by the City Council (and potentially the County Board of Supervisors) at hearings toward the end of the formation process.
5. Establishes a Public Financing Authority to serve as the governing board of the EIFD. The PFA membership is comprised initially of three members of the City Council and two public members. Alternate Board members will also be appointed to represent the City Council in the absence of a regular member.
6. If another taxing entity wishes to participate in the EIFD after the initial formation (such as the County of Siskiyou), the PFA membership will be revised to include members from that new entity in accordance with the resolution.
7. Sets a time and place for the first public hearing on the EIFD to be conducted by the Public Financing Authority. The first public hearing TBD. Likely scheduled in February 2024. in the City Hall Council Chambers.

Approval of the Resolution of Intention and subsequent appointment to the PFA will begin a series of activities that will take place over the next several months, primarily by the PFA Board. The following schedule outlines the various key tasks and milestones in the formation process. As the schedule indicates, the final City Council approvals follow later in *Spring to Summer of 2025*:

Task	Target Date	Notes
EIFD Intro Presentation to City Council	September 11 <sup>th</sup> , 2023	Complete

City Council Resolution of Intention	April 8 <sup>th</sup> 2024	April 8th, 2024
Initial meeting of PFA	May 2024	PFA will review the EIFD, adopt bylaws, direct the preparation of the draft Infrastructure Financing Plan (IFP)
PFA meets to review draft IFP	July 2024	
Presentation to Planning Commission on EIFD and draft Infrastructure Financing Plan (IFP)	October, 2024	Statute requires that the Planning Commission be informed about the IFP and review the CEQA documentation
PFA holds Public Hearing #1	February 2024	Written and oral comments taken on IFP; no action taken
Consideration by the City Council to adopt the resolution approving the IFP and allocation of property tax increment	November, 2024	
PFA holds Public Hearing #2	December, 2024	Written and oral comments taken on IFP; opportunity to revise IFP or terminate EIFD
PFA holds Public Hearing #3	January 2025	Majority protest opportunity; other adopt resolution approving IFP and forming EIFD

The Infrastructure Financing Plan (IFP) referenced in the timeline above becomes the roadmap for the work to be accomplished by the EIFD. The IFP will analyze the tax increment anticipated to be generated by the properties in the EIFD boundary, consider the cost of various infrastructure options to be considered for investment, evaluate the bonding capacity created by the tax increment generated, and provide a plan for how the EIFD will capture tax increment to fund infrastructure investments. The IFP contents are currently under development and will be provided in draft format to the public, PFA, City Council, and Planning Commission in accordance with the schedule above.

Public information and outreach are also an important part of the EIFD formation process. Work has already begun on various public information materials and an information page on the City Website that will serve as a resource to interested stakeholders. Landowners and residents within the EIFD boundaries will also receive mailed notification of the process, and public hearings will be advertised as well. In the event of a majority protest by property owners or residents within the boundaries, the formation proceedings would be discontinued.

Key projects that have been discussed include the following:

- Housing and commercial supportive infrastructure (e.g., roadway improvements, utility enhancements, remediation activities)
- Potential water tank improvements in northern region of the City

A key objective is infrastructure to enable and facilitate and catalyze growth at the Landing / One Shasta LLC Sites and other potential development opportunity site areas (e.g., Orchard, north Mt Shasta)

**ENVIRONMENTAL REVIEW:**

The City Council’s adoption of the Resolution of Intention and establishment of the Public Financing Authority are exempt from the California Environmental Quality Act (“CEQA”) as actions solely related to the creation of a government funding mechanism and the administrative or organizational activities of the City. Therefore, these actions do not constitute a “project” pursuant to CEQA Guidelines Sections 15378(b)(4) and 15378(b)(5). Neither of these actions could result in a physical change in the environment because the City has not committed itself to any specific project(s) that could be funded by the EIFD. Further, these actions are also exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that they will have a significant effect on the environment. However, future actions (such as the approval of infrastructure improvements using funding from the EIFD) will be subject to environmental review in accordance with CEQA.

**FISCAL IMPACT:**

There is no immediate fiscal impact for establishing the Mount Shasta EIFD or PFA. If ultimately established, the EIFD would create the opportunity to use tax increment financing to fund targeted infrastructure investments in the City. Further information regarding fiscal impact will be analyzed as part of the development of the Infrastructure Financing Plan (IFP), which will be presented to the PFA and City Council as noted in the timeline above.

Attachments: Resolution 2024-

**RESOLUTION CCR-24-XX**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MOUNT SHASTA, CALIFORNIA  
AMENDING RESOLUTION CCR-23-26 TO REVISE THE MAP  
OF THE PROPOSED MOUNT SHASTA  
ENHANCED INFRASTRUCTURE FINANCING DISTRICT**

**WHEREAS**, on September 11, 2023, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the EIFD Law), the City Council adopted its Resolution CCR-23-26, declaring its intention to establish the Mount Shasta Enhanced Infrastructure Financing District (the “EIFD”) and establishing the Public Financing Authority of the Mount Shasta Enhanced Infrastructure Financing District (the “PFA”) to serve as the governing board of the EIFD; and

**WHEREAS**, pursuant to Section 3 of Resolution CCR-23-26, Exhibit A was attached to Resolution CCR-23-26 identifying the preliminary boundaries of the EIFD; and

**WHEREAS**, the City Council now desires to amend Resolution CCR-23-26 to update the preliminary map of the EIFD based on further discussion among City staff and City Councilmembers.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNT SHASTA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby amends Exhibit A of Resolution CCR-23-26 as referenced in Section 3 of Resolution CCR-23-26 to reflect updated Exhibit A as attached to this Resolution CCR-24-XX

**SECTION 2.** The City Clerk of the City of Mount Shasta shall certify as to the adoption of this Resolution.

**SECTION 3.** This resolution shall be effective immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Mount Shasta at a regular meeting held on the 8<sup>th</sup> day of April, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: April 8, 2024

**CITY OF MT. SHASTA**

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John Stackfleth, Mayor

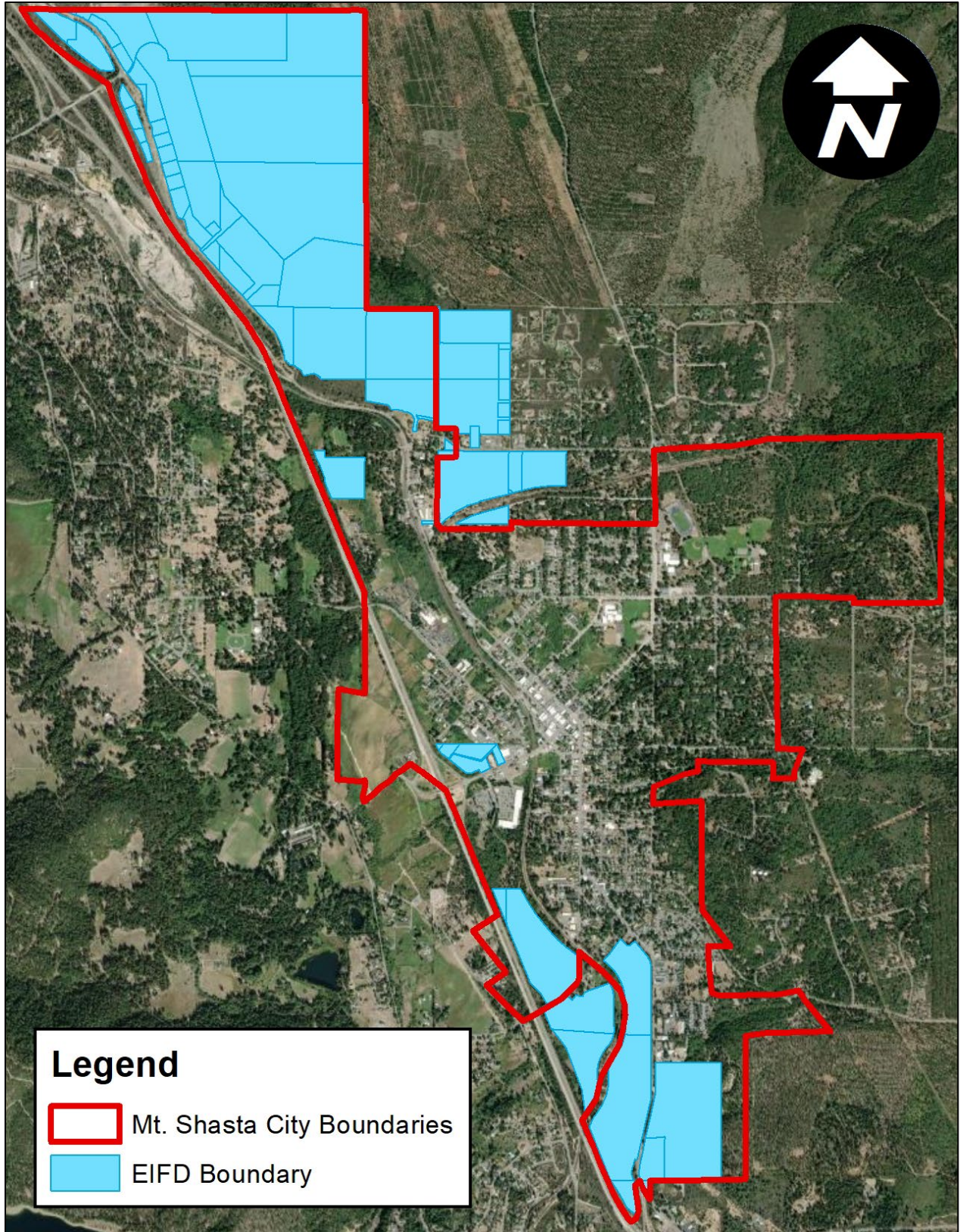
**ATTEST:**

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Kathryn M. Joyce, Deputy City Clerk



**EXHIBIT A**  
**Proposed Mount Shasta EIFD Boundary**





# City of Mt Shasta

## Staff Report

**TO:** Honorable Mayor and City Council  
**FROM:** Todd Juhasz, City Manager  
**DATE:** April 8, 2024  
**SUBJECT:** **Building Official Professional Services Agreement**

**ISSUE:** Consideration of a resolution authorizing the City Manager to execute a Professional Services Agreement with Leo DePaola for building official, building inspection, plan check and program administration services as needed.

**RECOMMENDATION:** Adopt the attached resolution.

**BACKGROUND:** Due to recent staff departures in the Building Division and a continuing robust construction landscape, the building department has the need to align the following services under one services agreement: building official, building inspection, plan check and program administration services.

**DISCUSSION:** Due to the City's small size and varying workload, the City will continue to utilize consultants for these highly-specialized and critical services. The nature of the consultant services allows for additional capacity during peak load times and staff time off and to shrink back to core staff when the workload doesn't warrant the additional help. Under this revised agreement, Leo DePaola will provide services on-site at City Hall two full days/week (Tue, Wed) with an additional 8 hrs remote availability for a total of 24 hrs/week. Mr. DePaola will be available to assist as needed at the public counter in City Hall and conduct scheduled inspections during his days in the office.

**FISCAL IMPACT:** The costs associated with processing building permit applications and related inspection services will be recovered at a rate of 60-100% through planning and building permit fees. Other building services such as program administration will be covered by the existing FY24/25 budget, which includes \$80,000 for contract services.

### **ATTACHMENTS**

1. Draft resolution
2. Professional Services Agreement  
(Exhibit A, Scope of Services and Exhibit B, Rates)

**RESOLUTION CCR-24-XX**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MT SHASTA  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
PROFESSIONAL SERVICES AGREEMENT WITH LEO DEPAOLA, DBA  
DEVELOPMENT COMPLIANCE SOLUTIONS (DEVCOM)  
FOR BUILDING OFFICIAL, INSPECTION, PLAN CHECK SERVICES  
AND SPECIAL PROJECTS**

**WHEREAS**, the City desires to utilize a professional consultant for the highly- specialized and critical building official, building inspection and plan check services (Exhibit A) for the Building Division; and

**WHEREAS**, DEVCOM specializes in providing similar services to municipalities and has the ability to provide a wide range of services on an as-needed basis, including for large and complex projects; and

**WHEREAS**, DEVCOM is currently providing these services in other Cities in Northern California and his proximity to Mt. Shasta will allow the City to efficiently cover its needs; and

**WHEREAS**, the costs associated with the provision of consulting services (Exhibit B) will be recovered in part through the revenue collected in conjunction with the processing of building permit applications, and the Department's FY 24-25 budget for contract services not to exceed \$80,000.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mt. Shasta hereby authorizes the City Manager to enter into a professional services agreement with DEVCOM for the provision of building official, building inspection and plan check services.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of April 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: April 8, 2024

CITY OF MT SHASTA

\_\_\_\_\_  
John Stackfleth, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn Joyce, Deputy City Clerk

**CITY OF MT. SHASTA  
AGREEMENT FOR PROFESSIONAL SERVICES  
FOR BUILDING OFFICIAL, PLAN CHECK & BUILDING INSPECTION SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_ day of April, 2024, by and between the City of Mt. Shasta, hereinafter called "**City**", and Development Compliance Solutions, hereinafter called "**Consultant**".

**RECITAL**

1. Purpose

The City requires building official, building inspection and plan check services for the Planning & Building Department in connection with land use entitlement and building permit review functions. City hereby agrees to retain Consultant in the capacity as consultant to provide building official consultation services to the City. Consultant is qualified to perform such services and has agreed to provide City with such services on the terms and conditions set forth herein.

**TERMS AND CONDITIONS**

3. Duties of City

- A. City agrees to make available to Consultant relevant public records including copies of reports, maps, and other file materials as may be needed for the Consultant to perform his duties and to cooperate in the collection of information which Consultant may request.
- B. City agrees to provide Consultant with office space, work station and computer.
- C. City shall promptly:
  - (1) notify Consultant of any defect in Consultant's performance; and
  - (2) review any documents submitted by Consultant for City's comment.

4. Term

This Agreement shall commence as of the date signed by the City unless another date is specified herein and shall remain in full force and effect until terminated as set forth below. The contract shall expire on January 1, 2025 and may be renewed annually upon agreement by both parties.

5. Scope of Work

CONSULTANT agrees to furnish the services set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein (the "Services").

6. Key Personnel

City designates Jeff Mitchem, its Planning Director, as its contact who shall be responsible for administering and interpreting the terms and conditions of this

Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between City and Consultant. In the event City wishes to make a change in City's representative, City will notify Consultant of the change in writing.

Consultant designates Leonardo DePaola as its contact, who shall have immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Any change in Consultant's designated contact shall be subject to written approval by City.

7. Compensation

Compensation for the Services shall be in accordance with Exhibit B, Compensation, attached hereto and incorporated herein. It is agreed that the compensation for the Services shall not exceed \$80,000 ("Cost Ceiling"). For active permits, cost recovery is anticipated at a ratio of 60% for Building Official and 100% for Plan Check. Compensation above the Cost Ceiling may be authorized by City only if 100% cost recoverable through building permit fees.

9. Audit Exceptions

Consultant agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying City the full amount of liability resulting from such audit exceptions.

10. Independent Contractor

Consultant shall perform the services as contained herein as an independent contractor and shall not be considered an agent or employee of City. This Agreement is by and between Consultant and City, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between City and Consultant.

11. Successor and Assignment

The services as contained herein are to be rendered by Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of the City.

12. Dispute Resolution

a. Disputes Subject to Mediation and Arbitration: Except as otherwise provided in this contract, any dispute between the parties arising out of this Agreement or relating to the interpretation and enforcement of their rights and obligations under this Agreement shall be resolved solely by mediation and arbitration in accordance with the provisions of this Agreement.

b. Initial Mediation: With respect to any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 11(c), the parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. Within 5 days of the

request of any party, the requesting party shall attempt to employ the services of a third person mutually acceptable to the parties to conduct such mediation within 5 days of his appointment. If the parties are unable to agree on such third person, or, if on completion of such mediation, the parties are unable to agree and settle the dispute, then the dispute shall be referred to arbitration in accordance with Paragraph 11(c).

c. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, where the amount in controversy does not exceed \$50,000, shall be settled by arbitration in accordance with California Code of Civil Procedure section 1280 et seq., and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding this arbitration clause, any party to this agreement may seek interim equitable relief from a court in Siskiyou County. Any such arbitration shall be held and conducted in Siskiyou County, California, before one arbitrator, who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of an arbitrator within 15 days, then either party may petition the Siskiyou County Superior Court to appoint an arbitrator.

The provisions of the California statutes governing contract arbitration shall apply and govern such arbitration, subject, however, to the following:

- (i) Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute, or other matter would be barred by the applicable statute of limitations.
- (ii) The arbitrator appointed must be a former or retired judge or attorney with at least 10 years' experience in real property and commercial matters, or non-attorneys with like experience in the area of dispute.
- (iii) Final decision by the arbitrator must be made within 90 days from the date the arbitration proceedings are initiated.
- (iv) The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise.
- (v) Costs and fees of the arbitrator shall be borne by the non-prevailing party, unless the arbitrator for good cause determines otherwise.
- (vi) The award or decision of the arbitrator, which may include equitable relief, shall be final and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
- (vii) The provisions of Title 9 of Part 3 of the California Code of Civil Procedure, including Section 1283.05, and successor statutes,

permitting expanded discovery proceedings shall be applicable to all disputes which are arbitrated pursuant to this paragraph.

- (viii) Notwithstanding the foregoing, if a written offer of compromise made by either party is not accepted by the other party within thirty (30) days after receipt and the party not accepting such offer fails to obtain a more favorable judgment, the non-accepting party shall not be entitled to recover its costs (as defined in CCP § 1033.5) of suit and reasonable attorney's fees (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney's fees incurred by the offering party after the date such written offer is made.

d. Large Amounts: Disputes involving amounts in excess of \$50,000 shall be resolved in such court as has proper jurisdiction.

e. Attorney's Fees: The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the litigation, unless the Court for good cause determines otherwise.

### 13. Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its elected and appointed officials, officers, agents and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Project.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### 14. Insurance

Without limiting Consultant's indemnification of City, Consultant shall procure and maintain at all times during the life of this Agreement, a program of insurance against claims for injuries to person or damages to property which may arise from or in connect with performance of the work hereunder by Consultant, its officers, representatives, agents, or employees. Consultant acknowledges that Section 3700 of the California Labor Code requires all employers to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code Section. Further, prior to commencement of work pursuant to this Agreement, Consultant, including any subcontractor, shall obtain all insurance required hereunder from a company or companies acceptable to the City's Risk Manager. For the purposes of the Insurance Section of this Agreement, City's Risk Manager shall mean City's Finance Director.

a. Minimum Limits on Insurance

Consultant shall maintain limits of no less than:

1. General Liability: \$1 Million per occurrence for bodily injury, personal injury and property damage for products/completed, operations and any other activities undertaken by Consultant pursuant to this Agreement.
2. Automobile Liability: \$1 Million per accident for bodily injury, death, and property damage insuring against liability arising out of the use of any vehicle.
3. Workers' Compensation insurance as required by the State of California.
4. Errors and Omissions Liability: \$1 Million aggregate / \$1 Million per claim.

Modifications to the above noted minimum insurance limits may only occur upon concurrence of both parties to this Agreement, confirmed in writing by Consultant and City's Risk Manager.

b. Other Insurance Provisions – Commercial General and Automotive Liability

The commercial general liability and automotive liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its elected and appointed officials, officers, agents and employees are to be covered as insured with respect to:
  - (i) liability arising out of work or operations performed by or on behalf of the Consultant; or
  - (ii) automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's services rendered pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the city, its elected and appointed officials, officers, agents and employees. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, agents and employees shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by the clause shall be endorsed to state that coverage shall not be reduced or canceled by either party, except after thirty (30) days' written notice by U.S. mail, has been given to the City's Risk Manager.

c. Verification of Coverage

Consultant shall furnish the City's Risk Manager with original certificates and amendatory endorsements effecting coverage required by this clause.

d. Failure to Provide or Maintain Insurance

Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement.

15. Compliance with Laws

The parties agree to make every reasonable effort to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this Agreement.

16. Non-Discrimination

In the fulfillment of the program established under this Agreement, either as to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other terms of compensation, selection for training, including apprenticeship or participation in the program or the receiving of any benefits under the program, Consultant agrees not to discriminate nor to allow any subcontractor to discriminate on the basis of race, color, creed, religion, natural origin, ancestry, sex, age, marital status or physical disability.

17. Severability

In the event that any provisions herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18. Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

19. Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same of any other provision hereof.

20. Modifications

No waiver, modification or termination of this Agreement is valid unless made in writing. This Agreement may be extended and/or expanded by mutual agreement, in the form of a written amendment signed by both parties, to include additional services that are outside the existing scope of work, attached as Exhibit "A".

21. Work Product

All work product produced by Consultant under this Agreement will be the property of the City. It will be delivered to the City upon City's demand or at the



completion of services. It will not be used by Consultant for purposes other than this Agreement without the written consent of the City. Consultant will not be held liable for any re-use of City-owned work product for a purpose other than this Agreement.

22. Termination

This Agreement may be terminated at any time by either party if there is a default of a material obligation which is not cured within thirty (30) days following notice from the non-defaulting party. Effective immediately and without any requirement of notice, either party may, at its option, terminate this Agreement and/or suspend its performance in the event that (1) the other party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (2) a receiver, trustee, or similar officer is appointed for the business or property of such party; (3) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such party and not stayed, enjoined, or discharged within sixty (60) days; (4) inability of Consultant to fulfill its responsibility due to disability or death; or (5) the other party adopts a resolution for discontinuance of its business or for dissolution. Except for a termination for cause, neither party shall be liable to the other or to any other persons for any loss or damage occasioned by the termination of this Agreement as provided herein.

Notwithstanding the foregoing, the Agreement may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice to the other party.

23. Notice

Notices herein shall be presented in person, by certified or registered U.S. mail, or overnight courier service as follows:

To Consultant:            Leonardo DePaola, CBO  
Director of Operations  
Development Compliance Solutions  
1552 Winkle Dr.  
Chico, CA 95926

To City:                    City of Mt. Shasta  
305 N. Mt. Shasta Blvd.  
Mt. Shasta, CA 96067  
ATTN: City Manager

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service.

24. Conflict of Interest

Consultant understands that its professional responsibility is solely to CITY.

Consultant represents that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement. Consultant shall not in the performance under this Agreement employ a person having such an interest.

25. Entire Agreement

This Agreement with attachments constitutes the entire understanding and agreement of the parties, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Consultant by City and contains all the covenants and agreements between the parties with respect to such retention. Changes or amendments shall be made in writing and signed by the parties.

**CONSULTANT**

**CITY OF MT. SHASTA**

By: \_\_\_\_\_  
Leonardo DePaola, CBO  
Title: Director of Operations

By: \_\_\_\_\_  
Todd Juhasz  
Title: City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Kathryn Joyce,  
Deputy City Clerk

## **EXHIBIT A**

### **Scope of Work**

#### **1. Building Official Services (General):**

- a. Building Permits and Inspections: Issuance of building permits, plan reviews, inspections, and enforcement of building codes, ensuring strict adherence to regulatory standards.
- b. Investigations: Conducting necessary investigations, combining field and office research, and preparing comprehensive notices and documents as required.
- c. Pre-Application Meetings: Availability to meet with customers as needed to advise and direct on building code compliance.

#### **2. Building Division Administration:**

- a. Certified Building Official: On-site two days per week (days to be determined) an ICC Certified Building Official dedicated to daily administration, overseeing building permit activities, plan checks, inspections, counter services and customer service.
- b. Code Updates and Compliance: Collaboration with the City to prepare periodic updates to building and safety codes, ensuring compliance with state and local ordinances.
- c. City Ordinance Review and Development: Initial (and ongoing as needed) review of City policies, ordinances, and conditions related to Building Division operations, presenting a detailed report for consideration.

#### **3. Building Plan Check Services:**

- a. Certified Plans Examiner: ICC Certified Plans Examiner available at the Building Division counter for plan checks, inspections, and addressing technical inquiries.
- b. Code Compliance: Conduct thorough plan check reviews, ensuring compliance with applicable Federal and State laws, building codes, and City ordinances.

#### **4. Building Inspection Services:**

- a. Fully Trained/Certified Inspector: Inspector shall conduct scheduled and detailed inspections, enforcing compliance with approved plans, applicable codes, and City regulations.

- b. Special Inspections: Provision of qualified inspectors for special inspections and investigations as directed by the City.
- 5. Building Counter Operations:
  - a. Efficient Permit Processing: Advise and direct City staff streamlining of building permit process, from application to issuance, while maintaining accurate records and facilitating public information.
  - b. Fee Collection and Reporting: Advise and direct City staff to identify, collect, and track all required fees, submitting regular reports to the City on activities, fees collected, and staffing levels.
- 6. Performance Standards & Monitoring:
  - a. Customer-Focused Monitoring: Implement monitoring mechanisms, including customer feedback and statistical reports, to ensure the achievement of performance standards and maintain courteous services.
  - b. Adherence to Performance Standards: Advise and direct City staff in developing and implementing customer service Performance Standards, committing to fast turn-around times for plan checks and inspections.

## **EXHIBIT B**

### **Compensation**

CITY shall pay CONSULTANT for the Services on a cost reimbursement basis, as defined in Section 7 of the Agreement. CONSULTANT agrees to use appropriate methods to contain its fees and costs under this Agreement.

Compensation shall include only the following costs, which shall all count toward the Cost Ceiling:

1. Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the agreed hourly rate for such employee's labor as set forth on the attached Exhibit B-1. CITY will pay all personnel at their regular straight-time rate, including any work performed on overtime or on holidays or weekends.

2. Subconsultant Costs

Subconsultant services shall be billed at cost plus a 10 percent markup. CONSULTANT shall provide a copy of each subconsultant's invoice for which it seeks payment from CITY with any invoice in which such payment is requested.

3. Other Direct Costs

The following categories of costs are eligible for reimbursement, which shall be made at the actual cost to CONSULTANT without any additional mark-up:

- a. Reasonable living and traveling expenses of employees when away from home office on business in its prosecution of the Services. CONSULTANT must have prior approval of CITY to be reimbursed for these expenses.
- b. Automobile expenses for personal vehicle use, if necessary, at the IRS approved mileage rate.
- c. Reproduction of drawings and specifications by CONSULTANT as required under this Agreement, at rates prevailing in this community for bulk reproduction or at other reasonable rates approved by CITY.
- d. Special overnight delivery or messenger services. Payments to CONSULTANT for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and CONSULTANT has submitted substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred.

## EXHIBIT B-1

### Labor Rates

#### Fee Arrangement:

Building Official	On site 2 days a week, offsite time to be billed at 8 hrs. flat rate.	Rate: \$155/hr.
Plan Review Engineer	As needed	Rate: \$145/hr.
ICC Plans Examiner	As needed	Rate: \$125/hr.
Building Inspector	Additional Service can be provided	Rate: \$125/hr.
Counter Tech.	Additional Service can be provided	Rate: \$75/hr.
Planning Staff	Additional Service can be provided	Rate: \$145/hr.
Personal Vehicle	Reimbursement for use conducting City business	Current IRS Rate

#### Note:

Goal is to recover cost at a ratio of:

1. Building Official at 60%
2. All Plan Review at 100%