

Mt. Shasta City Council Regular City Council Meeting Agenda

Mt. Shasta Community Center, 629 Alder Street Monday,
May 9, 2016; 5:30 p.m.

“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 Presentations & Announcements:
	4.	<p>Public Comment: Welcome to our City Council meeting. The Council invites the public to address the Council on matters on the Consent Agenda and matters not listed on the agenda that are within the Council’s subject matter jurisdiction. If the Public wishes to comment on matters that are on the agenda, the Council will request comment when the matter is heard. The Council reserves the right to limit public comment on matters that are outside its subject matter jurisdiction.</p> <p>The City Council may regulate the total amount of time on particular issues and for speakers (typically 3 minutes). The Council may place additional time limits on comments, to ensure members of the public have an opportunity to speak and the Council is able to complete its business. A group may be asked to choose a spokesperson to address the Council on a subject matter, or the Council may limit the number of persons addressing the Council whenever a group of persons wishes to address the council on the same subject matter. Speakers may not cede their time to another.</p> <p>The Mayor manages the City Council meeting with a commitment to effective engagement while maintaining a positive, respectful decorum. The Mayor will typically start the Public Comment period sharing the following reminders relating decorum and Brown Act compliance efforts:</p> <ul style="list-style-type: none"> ✓ This is the time for the public to address the Council on matters on the Consent Agenda or matters NOT on the Council Agenda. This will be a comment period only. If the public wishes a response they may provide their contact information to the Deputy City Clerk. ✓ The Mayor will recognize each speaker in an orderly fashion. Most often, the Mayor will call the speakers whom have signed in first and shall then call for those who would like to address the Council but whom did not sign in by inviting them to come to the front of the room and wait to be recognized to speak. Once the speaker is recognized, the speaker will address the Council only and shall provide comment from the public microphone. Public Comment will typically not be taken from any person shouting from the audience. ✓ No heckling or shouting from the audience at a speaker shall be permitted. ✓ The City Council may ask “clarifying” questions only. Due to equity and Brown Act concerns, the Council will avoid engaging in dialogue or debate. ✓ If there is an item of great community significance/interest and is within the Council’s subject matter jurisdiction, the Council may request the item be agendized for further consideration at a subsequent Council meeting.

	5. Meeting Recess (As Necessary)
	6. Council and Staff Comments
	CITY COUNCIL BUSINESS
Page 5-17	<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"> a. Approval of Minutes: April 25, 2016, Special City Council Meeting b. Approval of Minutes: April 25, 2016, Regular City Council Meeting c. Approval of Disbursements: Accounts Payable, April 27, 2016; Total Gross Payroll and Taxes: For Period Ending April 24, 2016 (Finance Director) d. Adoption of Resolution CCR-16-20, A Resolution of Support for the 4th Annual Castle Crags Century bicycle event (City Manager)
Page 18-22	<p>8. Public Hearing. Resolution No. CCR-16-18 Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the State-Mandated Wastewater Treatment and Outfall Improvement Project.</p> <p><u>Background:</u> An Initial Study/Mitigated Negative Declaration was prepared by Enplan which addressed environmental impacts of the project. After the public comment period ended, Enplan also prepared a Response to Comments and Mitigation Monitoring and Reporting Program. City Council will review and consider the proposed documents, all public input, the details of the project, and the evidence of record as a whole.</p> <p><u>Report by:</u> Rod Bryan, Public Works Director</p> <p><u>Recommended Council Action:</u> Adopt proposed Resolution.</p>
Page 23-39	<p>9. Subrecipient agreement with Great Northern Services, (GNS), who will administer Housing Rehabilitation Activities through 13-CDBG-8934. (Finance Director)</p> <p><u>Background:</u> The City of Mt. Shasta has been awarded a Community Development Block Grants (CDBG). We came before the City Council in January to request to expand the programs provided in the 13-CDBG-8934 to include Housing Rehabilitation and an installation of a new heating/cooling system at the main lodge for the Mt. Shasta Recreation District.</p> <p><u>Report by:</u> Finance Director Muriel Howarth Terrell</p> <p><u>Recommended Council Action:</u> approve the subrecipient agreements with GNS to administer the CDBG Program for the Housing Rehabilitation Activities.</p>
Page 40	<p>10. Update Regarding Internship Partnerships</p> <p><u>Background:</u> The City Council will consider and accept the staff presentation regarding the current efforts to develop City Internships</p> <p><u>Report by:</u> City Manager Paul Eckert</p> <p><u>Recommended Council Action:</u> Accept Report</p>

Page 41	11. Update Regarding Mitigation Efforts at 201 Eugene Street <u>Background:</u> The City Council will consider and accept the staff presentation regarding the current City mitigation efforts to minimize public health and safety and nuisance concerns at 201 Eugene Street. <u>Report by:</u> City Manager Paul Eckert and Police Chief Parish Cross <u>Recommended Council Action:</u> Accept Report
Page 42-51	12. Potential City Connection Fee Economic Incentive Pilot Program <u>Background:</u> The City Council will consider a Concept Plan to temporarily reduce City Connection Fees to incent development of properties in our City. The Program is recommended to address the lingering significant economic challenges of the 2008 National Financial Crisis. The City Council will be asked to provide City staff with direction regarding potential short term efforts. <u>Report by:</u> City Manager Paul Eckert <u>Recommended Council Action:</u> Accept Report and Provide Direction.
CITY COUNCIL/STAFF REPORTING PERIOD	
	13. Council Reports on Attendance at Appointed/Outside Meetings
	14. Future Agenda Items (Appearing on the agenda within 60-90 days): a. 2016-17 Budget Overview and Alternatives for Capital Improvements Project – 5/23/16 b. Quality of Life Committee Update Councilmember Morter – 5/23/16 c. Potential City Connection Fee Economic Incentive Pilot Program – 5/23/26 d. Finalize Water and Sewer Connection Fee Changes – 6/13/16 e. Sisson Heritage Day – 6/13/16 f. Update on the Landing & Brownfields – 6/13/16 g. Consider directing Planning Commission to evaluate limits on smoking in public – 7/11/16 h. Streamlining Solar Project – 7/25/16 i. Expanding Downtown Business District – 7/25/16 j. Presentation Regarding Potential Forest Service use of Treated Effluent for Fire Suppression & Dust Control – 7/25/16 k. Fire Prevention & Environment – 8/22/16 l. Land Use Management Plan of City Owned Properties (City Springs & Westside of The Landing) – 9/26/16 m. Orchard Property Annexation – 9/26/16 n. Noise Ordinance – 10/10/16
	15. Closed Session: None

16. Adjourn

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., Mt. Shasta, CA at the same time the public records are distributed or made available to the members of the legislative body. Agenda related writings or documents provided to a majority of the legislative body after distribution of the Agenda packet will be available for public review within a separate binder at City Hall at the same time as they are made available to the members of the legislative body.

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, persons requiring accommodations for a disability at a public meeting should notify the City Clerk or Deputy City Clerk at least 48 hours prior to the meeting at

(530) 926-7510 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting.

Mt. Shasta City Council Special City Council Meeting DRAFT Minutes

Mt. Shasta Community Center, 629 Alder Street
April 25, 2016; 5:00 p.m.

“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 5:00 p.m. Mayor Jeffrey Collings called the meeting to order and led the audience in the Pledge of Allegiance.

2. Roll Call: Council Members Present: Kathy Morter, Mayor Pro Tem Mike Burns Sr., Geoff Harkness, Tim Stearns, Mayor Jeffrey Collings
Council Members Absent: None

3. Introduction of Recreation and Parks District Board Candidate to City Council:

a. Brandy Caporaso

COUNCIL ACTION:

MOTION TO APPROVE CANDIDATE BRANDY CAPORASO FOR A FOUR-YEAR TERM: Council member Tim Stearns
SECOND: Council member Geoff Harkness

AYES: Council members Morter, Harkness, Stearns, Mayor Pro Tem Burns, Mayor Collings

NOES: None

ABSENT: None

ABSTAIN: None

4. Adjourn: There being no further business, the meeting was adjourned at 5:18 p.m.

Respectfully Submitted by: Kathryn M. Wilson, Administrative Assistant/Deputy City Clerk

Mt. Shasta City Council Regular City Council Meeting DRAFT Minutes

Mt. Shasta Community Center, 629 Alder Street
April, 25, 2016; 5:30 p.m.

“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 Jeffrey Collings called the meeting to order and led the audience in the Pledge of Allegiance.

2. Roll Call: Council Members Present: Mayor Pro Tem Mike Burns, Kathy Morter, Geoff Harkness, Tim Stearns, Mayor Jeffrey Collings

3. Special Presentations & Announcements: None

4. Public Comment:

Daniel Axelrod – Comments regarding the comparison of Crystal Geyser’s wells to Big Springs and the effect of pumping on neighboring wells during extended pumping periods.

Betty Kreeger – Comments regarding City adoption of a no smoking ordinance. Petition submitted to Deputy City Clerk.

Jack Phillips – Comments regarding concerns about government control and the need for free speech.

Roslyn McCoy – Comments regarding Crystal Geyser; strain that would be placed on the City system and concern that no money has been paid to the City. Comments regarding opinion on ‘rhetoric’ around loss of EDA grant money.

David Casebeer – Read excerpts from article relating to geoengineering.

Rose Taylor – Comments regarding concern about geoengineering chemicals in the environment.

Ted Palfini – Read letter to City Council from ‘Open for Business Mt. Shasta’ group voicing frustration and expressing a desire to shift focus and influence within the community.

Vicki Gold – Comments questioning whether Crystal Geyser has paid the invoice in regards to the interceptor line.

John Dell’Amico – Comments regarding Channel 15 broadcasting. Comments regarding naysaying and the need for a positive community.

Raven Stevens – Comments regarding Coca-Cola closure. Comments regarding information about Dex 6 and 1.

Greg Messer – Comments regarding EIR and need to work on economy.

Ron Burch – Comments regarding need to abide by laws and stand for the freedom of all. Comments thanking Council, Staff, and Public Works for work done in the last two years.

Merov – Comments regarding the environment and advanced technology. Comments regarding plastics and the effects on the human body.

Heather Parks – Comments in regards to ‘think globally, act locally’.

John Kennedy – Comments regarding toxicity of plastic bottles in comparison to styrofoam, copper, and lead.

Frances Mangels – Comments regarding water sample chemical results testing.

Paul Beck – Comments suggesting looking into plastics made with corn products.

5. Council and Staff Comments:

Council member Geoff Harkness – Review EIR, County as lead agency.

Council member Kathy Morter – Concerns about traffic light; website additions; picnic table move from Parker Plaza; computerized kiosk in front of City Hall; increased police foot patrol; removal of tin shed by Fire Department.

Mayor Pro-Tem Burns – Responsible and safe bicycle operation.

Muriel Howarth Terrell, Finance Director – Response to Public Comment regarding Crystal Geyser payment.

CITY COUNCIL BUSINESS

6. 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: April 11, 2016 City Council Regular Meeting Draft Minutes
- b. Approval of Disbursements: Accounts Payable: 4/5/16 and 4/13/16; Total Gross Payroll and Taxes for the Period Ending 4/10/16. (Finance Director)
- c. Monthly Investment and Financial Report for the Period Ending March 31, 2016

MOTION TO APPROVE: Council member Harkness

SECOND: Council member Stearns

AYES: Mayor Collings, Mayor Pro Tem Burns, Council members Morter, Harkness, Stearns.

NOES: None

ABSENT: None

ABSTAIN: None *Council member Morter abstained from voting on the minutes as she was not present at the April 11, 2016 City Council meeting.

7. Public Hearing: Resolution No. CCR-16-18 Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the State-Mandated Wastewater Treatment and Outfall Improvement Project.

Public Hearing Open: 6:30 pm

Raven Stevens – Comments regarding concerns about Crystal Geyser’s use of the expanded treatment plant without addressing discharge. Comments regarding City becoming lead agency if County withdraws.

Mark Miyoshi – Comments regarding the protection of cultural sites as a representative of the Winnemem-Wintu tribes. Comments regarding the requirements of the CEQA process.

Roslyn McCoy – Comments regarding concerns about truck traffic.

Vicki Gold – Comments expressing concern regarding truck traffic, odors, and noise. Comments questioning the interceptor line portion of the project.

John Kennedy – Comments concerning the need for improvements. Comments expressing concerns about capacity as the City grows.

Ted Palfini – Comments regarding need for compliance at the plant.

Vesta Armstrong – Comments expressing concern about hours of operation and odors.

Geneva Omann – Comments expressing concern about stable vs. active sludge and odors in relation.

Public Hearing Continued to May 9 Regular City Council Meeting: 7:10 p.m.

8. Meeting Recess: 7:10 p.m. – 7:20 p.m.

9. Authorization for a temporary part-time position for a patrol officer in the police department

Parish Cross, Police Chief – Staff report.

MOTION TO APPROVE: Council member Stearns

SECOND: Council member Morter

AYES: Mayor Collings, Mayor Pro Tem Burns, Council members Morter, Harkness, Stearns
NOES: None
ABSENT: None
ABSTAIN: None

10. Water Use Reduction Program Update

Rod Bryan, Public Works Director – Review of continued water use reduction program, conservation and reduction strategies. Review of data provided in report.

Clarifying questions from Council.

Council member Geoff Harkness – Suggested additional reminder that metered usage is available on billing.

COUNCIL ACTION: - Report received by Council.

CITY COUNCIL/STAFF REPORTING PERIOD

11. Council Reports on Attendance at Appointed/Outside Meetings:

Council member Tim Stearns – Attended Startup Weekend in Roseburg regarding economic development of startup businesses.

Council member Kathy Morter – Attended First Impressions meeting, discussed downtown revitalization.

Attended Quality of Life Group meeting, working to create mission statement.

Mayor Collings, Mayor Pro Tem Burns, Council member Stearns – Attended League of Local Agencies (LOLA) meeting.

Council members Harkness and Stearns: Attended CEDAC meeting, focus on marketing.

Council member Harkness: Attended ‘Let’s Pull Together’ event.

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

a. Impact Fees Potential Changes – 5/9/16

b. Internship Program – 5/9/16

c. Nuisance Abatement Efforts at 201 Eugene Street (former hospital) – 5/9/19

d. Sisson Heritage Day – TBD

e. Expanding Downtown Business District – TBD

f. Fire Prevention & Environment - TBD

g. Land Use Management Plan of City Owned Properties (City Springs & Westside of The Landing) - TBD

h. 2016-17 Budget Overview and Alternatives for Capital Improvements Project – 5/23/16

i. Streamlining Solar Project – 5/23/16

j. Quality of Life Committee Update – 5/23/16

k. Orchard Property Annexation – 5/23/16

l. Presentation Regarding Potential Forest Service use of Treated Effluent for Fire Suppression & Dust Control – 6/13/16

m. Noise Ordinance – 6/13/16

n. Update on the Landing & Brownfields – 6/13/16

o. Cal/OES Agreement – 7/11/16

*The following items were requested to be added:

Public Hearing Continued: Resolution No. CCR-16-18 Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the State-Mandated Wastewater Treatment and Outfall Improvement Project – 5/9/16

13. Adjourn: There being no further business, the meeting was adjourned at 8:20 p.m.

Respectfully Submitted by: Kathryn M. Wilson, Administrative Assistant/Deputy City Clerk

Check Register Report

Date: 04/27/2016

Time: 1:53 pm

Page: 1

City of Mt. Shasta

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
TRI COUNTIES BANK Checks							
37831	04/27/2016	Printed		10373	ARAMARK	April 16 linen svcs CH,PD,FD	146.10
37832	04/27/2016	Printed		10373	ARAMARK	April 16 linen services - shop	359.21
37833	04/27/2016	Printed		25050	AT&T	Mar 16 phone bill & fax	636.46
37834	04/27/2016	Printed		25050	AT&T	Mar 16 CLETS phone	551.09
37835	04/27/2016	Printed		11115	BANK OF AMERICA - FIRE	Mar 16 misc charges	20.37
37836	04/27/2016	Printed		11120	BANK OF AMERICA-CITY	Mar 16 Misc charges	2,064.46
37837	04/27/2016	Printed		11100	BANK OF AMERICA-PD	Mar 16 misc charges	1,153.66
37838	04/27/2016	Printed		11140	BASIC LABORATORY INC.	WWTP Lab Services	1,474.20
37839	04/27/2016	Printed		11340	BROOKS COMPLETE AUTO REPAIR	Tire 2008 International	30.00
37840	04/27/2016	Printed		11343	BROOKS FAMILY TRUST	Refund credit balance	387.84
37841	04/27/2016	Printed		12115	CABITOS SMALL ENGINE REPAIR	Tree Removal job	64.12
37842	04/27/2016	Printed		12200	CALIFORNIA SAFETY COMPANY	April 16 Shop alarm service	171.50
37843	04/27/2016	Printed		12700	CONNEY SAFETY PRODUCTS	Sewer gloves	491.56
37844	04/27/2016	Printed		12820	CROSS PETROLEUM	Mar 16 heat and fuel	3,340.86
37845	04/27/2016	Printed		12840	CROSS PETROLEUM-FIRE DEPT.	Mar 16 fuel	454.81
37846	04/27/2016	Printed		12845	L.N. CURTIS & SONS	Misc Fire Parts	102.32
37847	04/27/2016	Printed		13140	DEPT OF JUSTICE BUREAU OF	Conc Weapons Permit	156.00
37848	04/27/2016	Printed		13200	DEPT. OF TRANSPORTATION	Jan-Mar 16 st lite electricity	180.92
37849	04/27/2016	Printed		15020	FEDERAL EXPRESS	WWTP Lab testing	509.80
37850	04/27/2016	Printed		15030	FERGUSON ENTERPRISES, INC.	Water system maint	115.77
37851	04/27/2016	Printed		60100	FRANK GOULART	Reimb mileage to training	32.40
37852	04/27/2016	Printed		16180	GREAT NORTHERN CORPORATION	Mar 16 SS 13-CDBG-8934	5,047.38
37853	04/27/2016	Printed		20025	ZOE KEITHLEY	Reimb Water	56.72
37854	04/27/2016	Printed		22140	KENNY, SNOWDEN & NORINE	March 16 City Attorney	2,887.59
37855	04/27/2016	Printed		21172	LKQ AUTO PARTS OF N. CALIF.	Engine Assembly	3,388.74
37856	04/27/2016	Printed		22059	MERCY MEDICAL CENTER	Pre-employ test	100.00
37857	04/27/2016	Printed		22105	MOUNTAIN COUNTIES SUPPLY CO.	Car wash	7.00
37858	04/27/2016	Printed		28620	MT SHASTA AREA NEWSPAPERS	Mar 16 employment ads	543.00
37859	04/27/2016	Printed		22240	MT. SHASTA ELECTRIC INC	Wire replace LED Vets Alley	568.18
37860	04/27/2016	Printed		22352	MUNICIPAL EMERGENCY SERVICES	Helmet shield	352.77
37861	04/27/2016	Printed		22371	MUSTARD PRESS INC	Envelopes	500.98
37862	04/27/2016	Printed		23026	JUSTIN NICKELL	refund water deposit	80.73
37863	04/27/2016	Printed		23062	NORTH VALLEY DISTRIBUTING	LED street lights	2,019.18
37864	04/27/2016	Printed		23052	NORTHLAND CABLE TELEVISION INC	May 16 internet - PW office	94.99
37865	04/27/2016	Printed		24000	OFFICE DEPOT	Toner 8100 Printer CH	202.19
37866	04/27/2016	Printed		24010	OHLUND'S OFFICE SUPPLY	Calendar - Kathy	4.73
37868	04/27/2016	Printed		25020	PACE CIVIL, INC.	Mar 16 Misc City Eng Svcs	97,260.22
37869	04/27/2016	Printed		11243	GERARD PELLETIER TRANSFER	Mar 16 tipping fees	15,944.08
37870	04/27/2016	Printed		25120	PERSONNEL PREFERENCE INC	PW temp help	2,235.71
37871	04/27/2016	Printed		25103	PIONEER LAW GROUP LLP	Crystal Geyser Ind User Permit	5,803.50
37872	04/27/2016	Printed		25170	DEVON PRIDY	Reimb mileage training	32.40
37873	04/27/2016	Printed		25167	PRINTING SYSTEMS, INC.	Utility bill card stock	250.49
37874	04/27/2016	Printed		27063	REDDING FREIGHTLINER	New PW 12	1,482.51
37875	04/27/2016	Printed		28173	SHASTA CLEANING & MAINTENANCE	Library cleaning 4/7/16	480.00
37876	04/27/2016	Printed		28212	SHASTA VIEW RANCH APTS	Security Deposit Program	777.00
37877	04/27/2016	Printed		28337	SISKIYOU COUNTY ARSON TEAM	2016 dues - Police	75.00
37878	04/27/2016	Printed		28360	SISKIYOU COUNTY CLERK	DWSRF Filing fee 4/16	50.00
37879	04/27/2016	Printed		28372	SISKIYOU COUNTY ECONOMIC	Apr 16 Econ Dev Partners	2,083.33
37880	04/27/2016	Printed		28377	SISKIYOU COUNTY FIRE CHIEFS'	2016 membership dues	50.00
37881	04/27/2016	Printed		28520	SISKIYOU MEDICAL GROUP	PreEmployment exam Burns,J	125.00
37882	04/27/2016	Printed		28560	SISKIYOU OPPORTUNITY CENTER	Mar 16 recycling fees	825.00

Check Register Report

Date: 04/27/2016

Time: 4:00 pm

Page: 1

City of Mt. Shasta

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
TRI COUNTIES BANK Checks							
37892	04/27/2016	Printed		12185	CALIFORNIA P.E.R.S.	04/28/16 Rate Plan 925	3,329.20
37893	04/27/2016	Printed		12185	CALIFORNIA P.E.R.S.	04/28/16 Rate Plan 926	610.36
37894	04/27/2016	Printed		12185	CALIFORNIA P.E.R.S.	04/28/16 Rate Plan 927	3,562.24
37895	04/27/2016	Printed		12185	CALIFORNIA P.E.R.S.	04/28/16 Rate Plan 27429	1,470.72
37896	04/27/2016	Printed		12185	CALIFORNIA P.E.R.S.	04/28/16 Rate Plan 25861	993.28
37897	04/27/2016	Printed		12185	CALIFORNIA P.E.R.S.	04/28/16 Rate Plan 25862	389.63
37898	04/27/2016	Printed		28790	CALPERS 457 PLAN	04/28/16 457 SIP Deductions	1,000.00
37899	04/27/2016	Printed		12581	CLOCKWORK EXTRICATION	Annual jaws of life maintenanc	500.00
37900	04/27/2016	Printed		13064	DE LAGE LANDEN	05/15/16-08/14/16 copier maint	1,155.33
37901	04/27/2016	Printed		14140	DON ERICKSON SHELL JOBBER	City Hall heating oil	154.92
37902	04/27/2016	Printed		15221	FRIENDS OF THE MT SHASTA	Reimb credit card charges	355.22
37903	04/27/2016	Printed		15240	NATIONWIDE RETIREMENT SOLUTION	04/28/16 457 SIP Deductions	1,790.00
37904	04/27/2016	Printed		23023	NATIVE GROUNDS NURSERY	Root barrier pavers	144.30
37905	04/27/2016	Printed		23052	NORTHLAND CABLE TELEVISION INC	May 16 CH-PD-FD internet	86.40
37906	04/27/2016	Printed		23052	NORTHLAND CABLE TELEVISION INC	May 16 Library Internet	64.01
37907	04/27/2016	Printed		22220	SISKIYOU MASONIC TEMPLE BOARD	Apr 16 building rental	1,350.00
37908	04/27/2016	Printed		28815	STERLING HEALTH ADMINISTRATION	04/28/16 HSA Deductions	170.00
37909	04/27/2016	Printed		29011	TEAMSTERS LOCAL 137	Apr 16 PW & Dsp Dues	889.44
37910	04/27/2016	Printed		32070	THE WELLNESS CENTER	Apr 16 Gym Dues Deductions	124.00
37911	04/27/2016	Printed		32140	WESTERN BUSINESS PRODUCTS	May 16 - Jul 16 copier maint	605.94
Total Checks: 20						Checks Total (excluding void checks):	18,744.99
Total Payments: 20						Bank Total (excluding void checks):	18,744.99
Total Payments: 20						Grand Total (excluding void checks):	18,744.99



Approval History

Select the appropriate criteria for the approvals you want to see and click Submit. When approvals display, click a batch ID for more detail.

Type:	Originator:	Approver:
All	All	All
From Initiated Date:	To Initiated Date:	<input type="button" value="Submit"/>
4/22/2016	4/27/2016	

Type	ID	Name	Initiated Date	Effective Date	Approval Expiration Date	Approval Action Date	Originator	Approver	Transfer From	Transfer To	Action	Amount
ACH PPD Credits (PPD, PPD+)	145651		4/27/2016	4/28/2016	4/27/2016	4/27/2016	Poik, Jodi	Howarth Terrell, Muriel	City of Mt Shasta		Approved	\$47,661.08

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FEDERAL PAYROLL TAX PAYMENT (EFTPS-941)

PAYROLL PERIOD ENDING: 04/24/16
 PAYROLL DATE: 04/28/16

ACCOUNT NAME:	ACCT.#	AMOUNT
SOCIAL SECURITY	11-000-2110	\$8,657.08
MEDICARE	11-000-2110	\$2,024.64
FED. WITHHOLDING	11-000-2120	\$6,336.67
TOTAL DEPOSIT:		\$17,018.39

EFTPS CONFIRMATION NO: 11515167

EFTPS BANK DEBIT DATE: 5/3/2016

APPROVED:

STATE PAYROLL TAX PAYMENT (EDD)

PAYROLL PERIOD ENDING: 04/24/16
 PAYROLL DATE: 04/28/16

ACCOUNT NAME:	ACCT.#	AMOUNT
STATE WITHHOLDING	11-000-2130	\$1,698.64
STATE DISABILITY INS	11-000-2140	\$395.43
TOTAL DEPOSIT:		\$2,094.07

EDD CONFIRMATION # (STATE): 22803810056
 EDD CONFIRMATION # (SDI): 22803815056

EDD BANK DEBIT DATE: 5/3/2016

APPROVED:

STATE DISBURSEMENT UNIT - CHILD SUPPORT

PAYROLL PERIOD ENDING: 04/24/16
 PAYROLL DATE: 04/28/16

PARTICIPANT NUMBER	CASE NUMBER	AMOUNT
930000056061	0930073919-01	\$152.76

TOTAL DEPOSIT: \$152.76

SDU CONFIRMATION # : NW5HLE16657

SDU BANK DEBIT DATE: 4/29/2016

APPROVED:

City Council Agenda Item # 7d
Staff Report

Meeting Date:

To: Mayor and City Council

From: Kathryn Wilson, Deputy City Clerk

Subject: Resolution of Support, Castle Crags Century bicycle event

	Regular
X	Consent
	Closed
	Presentation

Recommendation:

Staff respectfully requests the City Council approve Resolution CCR-16-20 in support of the Castle Crags Century bicycle event.

Background & Summary:

The 4th annual Castle Crags Century bicycle event, sponsored by the Mt. Shasta Rotary Club and Mercy Medical Center Mt. Shasta, is scheduled to be held on June 18, 2016. The Event will be held throughout the County, including Mt. Shasta. Caltrans requires that the event apply for encroachment permits. A new addition to the permit process is the requirement for a resolution from a governing body in support of the event (i.e., City Council, County Board of Supervisors).

Financial Impact:

No financial impact.

Compliance with 2014-17 City Council Strategic Plan:

The Castle Crags Century bicycle event assists in positioning Mt. Shasta as a premier walk/cycle community, directly supporting Strategic Focus II- Maximize Our “Destination Location” Opportunities. Additionally, partnering with local events to attract more visitors supports Strategic Focus IV- Grow Mt. Shasta Pride and Quality.

Attachments:

- Resolution CCR-16-20

RESOLUTION NO. CCR-16-20

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MT. SHASTA
EXPRESSING SUPPORT FOR THE 4TH ANNUAL
CASTLE CRAGS CENTURY BICYCLE EVENT**

WHEREAS, the 4th annual Castle Crags Century bicycle event, sponsored by the Mt. Shasta Rotary Club and Mercy Medical Center Mt. Shasta, is scheduled this year to be held on June 18, 2016; and

WHEREAS, the Castle Crags Century is a well-planned and popular event that provides recreation opportunities for the public and raises funds for community projects; and

WHEREAS, the event planners are applying for the encroachment permits and special use permits needed for the event; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mt. Shasta hereby expresses its support for the event and encourages all agencies having resources involved with the event, including Caltrans, Siskiyou County, Shasta County, the US Forest Service, and the cities of Dunsmuir, Mt. Shasta, and Weed, to likewise support the efforts being made to make the 2016 Castle Crags Century as safe and successful as possible.

The foregoing Resolution was approved this 9th day of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

ATTEST:

CITY OF MT. SHASTA

Kathryn M. Wilson, Deputy City Clerk

Jeffrey Collings, Mayor

City Council Agenda Item # 8
Staff Report

Meeting Date: May 9, 2016
To: Mayor and City Council
From: Rod Bryan, Public Works Director
Subject: State-Mandated WWTP Project

X	Regular
	Consent
	Closed
	Presentation

Recommendation:

Staff respectfully requests the City Council adopt the proposed Resolution adopting a mitigated negative declaration and mitigation monitoring and reporting program for the State-Mandated Wastewater Treatment and Outfall Improvement Project.

Background & Summary:

Public Hearing Continued from April 25th Regular City Council Meeting:

The City of Mt. Shasta (City) is proposing to improve the treatment and discharge capabilities of the Mt. Shasta Wastewater Treatment Plant (WWTP) in response to Waste Discharge Requirements Order No. R5-2012-0086 adopted by the Central Valley Regional Water Quality Control Board (RWQCB) on October 4, 2012 (Project). Time Schedule Order No. R5-2012- 0087 was also issued by the Central Valley RWQCB at the same time. The requirements of these Orders include limitations on and provisions for wastewater discharge, some of which cannot be met without improvements to the City's WWTP facilities. Per the Time Schedule Order, the treatment and discharge facilities must be upgraded to meet the new standards by June 2017.

Extensive engineering work has been conducted by the City to determine how to meet the new discharge requirements. Work has included a Chronic Whole Toxicity Work Plan; Sludge Use and/or Disposal Plan; Compliance Schedule for Copper, Zinc and Ammonia; Compliance Schedule for Biochemical Oxygen Demand (BOD5), Total Suspended Solids (TSS), and pH; and Leach Field Design Investigation. A Draft Preliminary Engineering Report and Feasibility Study was completed for the Project in early 2015.

Beginning in March 2015, environmental studies that included biological and cultural resource surveys were conducted for the Project. In accordance with the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) was then prepared and completed in November 2015. The IS/MND has been provided to Council as a separate bound document, has been distributed to those in the public who have requested it, and continues to be available to the public.

As documented in the IS/MND, design features incorporated into the Project would avoid or reduce certain potential environmental impacts, as would compliance with existing regulations and permit conditions. Remaining impacts can be reduced to levels that are less than significant through implementation of the mitigation measures presented in the Initial Study. Mitigation measures are included in the Mitigation Monitoring and Reporting Program (MMRP) prepared for the Project which has been provided to Council under separate cover and is available to the public.

The IS/MND was made available to the general public and interested agencies for a 45-day review period that ended January 8, 2016. An information meeting was also held during the public review period to provide an overview of the Project as well as information related to the project need and objectives. In addition to confirmation from the State Clearinghouse that the minimum 30-day posting requirement had been met, twenty-eight (28) comment letters were received with regard to the IS/MND. Comment letters were received from State agencies, the Winnemem Wintu Tribe; the general public and local residents/entities. All written comment letters received during the public review period, along with written responses to environmental issues raised by commenters on the IS/MND are included in the Responses to Comments and Mitigation Monitoring and Reporting Program document.

Conclusion

The City of Mt. Shasta City Council must consider the proposed IS/MND and MMRP together with any comments received during the public review process. Further, the IS/MND can only be adopted if the City Council finds that:

- the Mitigated Negative Declaration was prepared in accordance with the CEQA and all legal requirements, including all public notice and comment period requirements; and
- based on the whole record before it, including the Initial Study and any comments received, that there is no substantial evidence that the Project will have a significant effect on the environment, and the Mitigated Negative Declaration reflects the lead agency's independent judgement and analysis; and
- a custodian and location of the documents comprising the record of proceedings is identified; and
- the Mitigation Monitoring and Reporting Program is adopted along with the Project to mitigate or avoid significant environmental effects; and
- a Notice of Determination is filed with the State Clearinghouse within five working days after deciding to carry out or approve the Project, which commences running of a 30-day statute of limitations.

Financial Impact:

Adoption of the environmental document is necessary to proceed with the project. The Project is estimated at around \$16.5 Million which will be funded by grants, loans, and monthly sewer rates.

Compliance with 2014-17 City Council Strategic Plan:

Supports Infrastructure and General Plan goals

Attachments:

1. Proposed Resolution
2. Nov. 2015 Initial Study/Mitigated Negative Declaration (under separate cover)
3. March 2016 Responses to Comments and Mitigation Monitoring and Reporting Program (under separate cover)

RESOLUTION NO. CCR-16-18

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MT. SHASTA ADOPTING
A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND
REPORTING PROGRAM
FOR THE STATE-MANDATED WASTEWATER TREATMENT AND OUTFALL
IMPROVEMENT PROJECT**

WHEREAS, the City of Mt. Shasta (City) has proposed to improve the treatment and discharge capabilities of the Mt. Shasta Wastewater Treatment Plant in order to comply with Central Valley Regional Water Quality Control Board requirements; and

WHEREAS, the City, through its consultant ENPLAN, prepared an Initial Study and Mitigated Negative Declaration addressing environmental impacts of the Project, as well as a Mitigation Monitoring and Reporting Program for the Project, as per the requirements of the California Environmental Quality Act; and

WHEREAS, a Notice of Availability of the Initial Study was published in the local newspaper and mailed to interested parties, and copies of the Initial Study were made available for public review from November 25, 2015, to January 8, 2016; and

WHEREAS, mitigation measures to bring the impacts of the project to less than significant levels have been identified in the Mitigated Negative Declaration and shall be incorporated into the project; and

WHEREAS, a Mitigation Monitoring and Reporting Program has been developed for the Project to ensure that all mitigation measures will in fact be implemented by the City; and

WHEREAS, the City Council has reviewed and considered the proposed Initial Study and Mitigated Negative Declaration for the Project, including the Mitigation Monitoring and Reporting Program; all public input; the details of the project; and the evidence of the record as a whole.

NOW THEREFORE BE IT RESOLVED that

1. The Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act and all legal requirements, including all public notice and comment period requirements.
2. The City Council finds on the basis of the whole record before it, including the Initial Study and any comments received, that there is no substantial evidence that the Project will have a significant effect on the environment, and the mitigated negative declaration reflects the lead agency's independent judgement and analysis.
3. The City Council approves and adopts the Mitigation Monitoring and Reporting Program for the Project, and directs City staff, in carrying out the Project, to implement and comply with:

(1) the Mitigation Measures, which are described and referenced in the Initial Study and Mitigated Negative Declaration; and (2) the Mitigation Monitoring and Reporting Program.

4. The custodian of the documents comprising the record of proceedings is the City Manager, or his/her designee, of the City of Mt. Shasta, whose office is located at 305 N. Mt. Shasta Boulevard, Mt. Shasta, CA 96067.
5. **BE IT FURTHER RESOLVED** that the City Council of the City of Mt. Shasta adopts both the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the State-Mandated Wastewater Treatment and Outfall Improvement Project.

IT IS HEREBY CERTIFIED that the foregoing Resolution No. CCR-16-18 was adopted by the City Council of the City of Mt. Shasta at a regular meeting of said City Council on May 9, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: May 9, 2016

ATTEST:

CITY OF MT. SHASTA CITY COUNCIL

Kathryn Wilson, City Clerk

Jeffrey Collings, Mayor

CITY COUNCIL AGENDA ITEM # 9

MEETING DATE: May 9, 2016

TO: Mayor and City Council

FROM: Director of Finance

SUBJECT: Subrecieipient agreement with Great Northern Services, (GNS), who will administer Housing Rehabilitation Activities through 13-CDBG-8934.

X	Regular Session
	Special Session
	Emergency Session
	Closed Session

RECOMMENDATION:Staff respectfully request that the Council approve the subrecipient agreements with GNS to administer the CDBG Prgram for the Housing Rehabilitation Activities.

BACKGROUND & SUMMARY:The City of Mt. Shasta has been awarded a Community Development Block Grants (CDBG). We came before the City Council in January to request to expand the programs provided in the 13-CDBG-8934 to include Housing Rehabilitation and an installation of a new heating/cooling system at the main lodge for the Mt. Shasta Recreation District.

FINANCIAL IMPACT: The expenses for these projects are covered through reimbursement from CDBG.

RELATIONSHIP TO THE CITY COUNCIL’S STRATEGIC GOALS: The CDBG funding is directly related to the Council’s commitment to economic development for the City’s business community, and well being of our low to moderate income citizens.

ATTACHMENTS: Subrecieipient Agreement

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF MOUNT SHASTA AND GREAT NORTHERN SERVICES FOR IMPLEMENTING HOUSING REHAB ACTIVITY

THIS AGREEMENT, entered this 9th day of May, 2016 by and between the City of Mount Shasta (herein called the “Grantee”) and Great Northern Services (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program (“the Department”) originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

Housing Rehab. The Subrecipient will be responsible for administering the City of Mount Shasta Housing Rehabilitation Program in a manner satisfactory to the City and the State and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity Housing Rehabilitation

Including, but not limited to marketing, application and loan processing, work write-ups, bidding and bid conferences, construction oversight, project inspection, meetings with homeowners, oversight of rehabilitation from start to finish, meeting with loan committee and other activity-specific, eligible tasks.

General Administration

Including, but not limited to completing all fiscal reporting in conjunction with the City, general coordination of projects, completion of all environmental studies required for housing rehabilitation.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. This activity will meet objective of benefit to low- and moderate-income persons.

The Subrecipient certifies that the activities carried out under this Agreement will meet the low- and moderate-income persons benefit.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
<i>Housing Rehab</i>	TBD	<i>TBD</i>

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 26th day of April, 2016 and end on the 30th day of June, 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in possession of CDBG funds or other CDBG assets, including program income.

III. BUDGET

With the submission of original monthly bills together with proper support documentation of services, the Subrecipient will be reimbursed on a monthly basis according to the following schedule:

For Administrative Services: Limited to 7% of funds allowed based on loan amounts.

For Activity Delivery: Limited to 19% of dollar amount spent on rehab. Not to exceed \$13,000.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII ©(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content

prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed allowable % for each activity. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Muriel Howarth Terrell 305 N. Mount Shasta Blvd Mount Shasta, CA 96067	Bonnie Kubowitz, Executive Director 310 Boles Street Weed, CA 96094

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between

the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Department and the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or,
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and,
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain copies of all the CDBG activity related financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years after expiration of this Agreement. Subrecipient must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement. The retention period includes finalization of the submission of the Grantee’s annual performance and evaluation report to the Department in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Subrecipient must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient’s obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has engaged in any activities making use of CDBG funds, including program income. Subrecipient must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly, quarterly and yearly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

. "Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided

under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided

it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a

position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date: May 9, 2016

[Grantee]

[Subrecipient]

City of Mount Shasta

Great Northern Services

By _____
Muriel Howarth Terrell, Finance Director

By _____
Bonnie Kubowitz, Executive Director

City Council Agenda Item # 10

Date: May 9, 2016
To: Mayor and City Council
From: Paul Eckert, City Manager
Subject: Update Regarding City Internships

X	Regular Session
	Special Session
	Emergency Session
	Closed Session

Recommendation:

City staff respectfully recommends the City Council consider and accept the staff presentation regarding the current efforts to create Internships within the City organization.

Background:

City Councilmembers, including Councilmember Stearns, have expressed interest in creating paid or unpaid City Internships. The Internships would provide useful career development for area residents that would provide cost effective staffing options to complete important City projects and new initiatives. While City efforts to develop meaningful Internship experiences have been directly challenged by recent vacancies and training and adjustment periods for key City employee positions including the City Planner, Deputy City Clerk, and Assistant Public Works Director, we believe we can develop a summer Internship that may office at City Hall or officed at a local business with available space and internship experience. The focus of the proposed Internship will include economic development, marketing, and special events. We will be positioned to expand the number of Interns in future years.

The City Manager plans to also partner with the new Internship Program of the Siskiyou County Economic Development Council (SEDC). The SEDC has hired a summer Intern who is a Mount Shasta native attending the University of California. The Intern will work periodically at City Hall in a well equipped office and his work will include City economic development and marketing efforts.

Financial Impact:

It's uncertain if the Internship will be paid or unpaid. Costs projected for a paid Internship are approximately \$3,200. There are no fiscal impacts associated with this year's plan to partner with the SEDC Internship Program.

Compliance with the City Council's 2014-2017 Strategic Plan:

The City Council's long-term efforts to develop a City Internship Program falls under: Strategic Focus IV – Grow Mt. Shasta Pride and Quality.

Attachments:

None

City Council Agenda Item # 11

Date: May 9, 2016

To: Mayor and City Council

From: Paul Eckert, City Manager and Parish Cross, Police Chief

Subject: Update Regarding Mitigation Efforts at 201 Eugene Street

X	Regular Session
	Special Session
	Emergency Session
	Closed Session

Recommendation:

City staff respectfully recommends the City Council consider and accept the staff presentation regarding the current City mitigation efforts to minimize public health and safety and nuisance mitigation concerns at 201 Eugene Street.

Background:

Area residents continue to share concerns regarding the private property located at 201 Eugene Street in Mt. Shasta, CA, commonly referred to as "The Old Hospital." The property's deficiencies have resulted in hundreds of hours of City staff time at tax payer expense including: Police calls for service; code enforcement actions; building code compliance checks; legal fees; and administrative staff time responding to public complaints. Our past communication efforts have included dozens of contacts with Mr. Chang and his representatives. Neighbors in the area have routinely contacted the City and have recently appealed to our City Council for help. The City has an array of documentation relating to Police actions, complaints, nuisance violations, and public health and safety concerns. Staff will present background regarding the current agreement with the property owner Cliff Chang.

Financial Impact:

There are no direct fiscal impacts associated with this update to the City Council regarding mitigation efforts at 201 Eugene Street.

Compliance with the City Council's 2014-2017 Strategic Plan:

The City Council's efforts to mitigate the adverse impacts of a blighted and potentially unsafe property falls under: Strategic Focus I – Enhance and Expand Quality of Life and Strategic Focus and Strategic Focus IV – Grow Mt. Shasta Pride and Quality.

Attachments:

None

City Council Agenda Item # 12

Date: May 9, 2016
To: Mayor and City Council
From: Paul Eckert, City Manager and Parish Cross, Police Chief
Subject: Potential City Connection Fee Economic Incentive Pilot Program

X	Regular Session
	Special Session
	Emergency Session
	Closed Session

Recommendation:

City staff respectfully requests the City Council consider a Concept Pilot Plan to temporarily reduce City Connection Fees to incent development of properties in our City. The Pilot Plan is recommended to address the lingering significant economic challenges of the 2008 National Financial Crisis. The City Council is requested to accept the report and provide direction regarding the potential short term economic Pilot Plan.

Background:

On the September 28, 2015 City staff provided an historical overview of the City's Connection fees and provide comparisons of nearby communities. The presentation was informational only and was a result of City Council requests for information.

The most recent Connection Study was conducted in January 2007. The Study resulted in new Sewer and Water Connection Fee models established to capture revenues from new connections for the existing system and collect costs of future projects (included in the Master Plans). Population increases and new Water and Sewer Connection Fee Revenue Projections were grossly inaccurate. Very few "new" connections (new development) and corresponding revenue have been experienced. As illustrated in the attached graphs, new development has flat lined since 2009. The overall lack of development is likely due to the 2008 Recession.

There has been very limited economic recovery in Mt Shasta City limits since 2008. Contrastly, there has been notable development in the unincorporated areas adjacent to Mount Shasta in recent years. The growth in the adjacent unincorporated area instead of Mt. Shasta is likely due to high Connection and Impact Fees in Mt. Shasta. Consequently, Councilmembers and members of the public have advocated for reductions to our existing Connection fees.

City staff respectfully requests the City Council help brainstorm a Concept Plan to temporarily reduce City Connection Fees and to incent development of properties in our City. Preliminary approaches to a new "Mt. Shasta Development Incentive Pilot Plan" include a 36 month aggressive Water and Sewer Fee Connection Reduction Plan applicable to all residential and commercial property owners within the Mount Shasta City Boundary. The Pilot Plan would include 75% reductions of Water and Sewer Connection Fees for residential and commercial property owners who complete construction between July 2016 and November 2019. The Plan would require interested applicable residential and commercial property owners to enter into

a contract with the City to pay Water and Sewer Connection Fees at the current July 2016 rate. The actual Connection fee payment would be deferred until November 2019. If a Certificate of Occupancy is issued by the City prior to November 2019, the owner would receive the 75% reduction. The Pilot Plan would change the current procedures to allow for pre-payment of the connections through the conclusion of the Pilot Program in November 2019.

A potential new Plan is recommended to address the lingering and significant economic challenges of the 2008 National Financial Crisis. The City Council is requested to accept the report and to provide City staff with direction regarding the potential short term economic Pilot Plan. The City currently intends to conduct water and sewer operating rate and impact fee studies to be completed in summer of 2017. Initial Data from the potential Pilot Plan can be utilized during the rate study. In response to inquiries, the potential incentives would not apply to industrial properties outside of the City, including the proposed Crystal Geyser facility.

Financial Impact:

Direct fiscal impacts associated with the preliminary review of a potential Connection Fee Incentive Pilot Plan are unknown at this time. More information will be provided as the Pilot Plan is further developed.

Compliance with the City Council's 2014-2017 Strategic Plan:

Review of the City's existing Connection Fees falls under: Strategic Focus I – Enhance and Expand Quality of Life and Strategic Focus and Strategic Focus IV – Grow Mt. Shasta Pride and Quality.

Attachments:

September 28, 2015 City Council Report and Power Point.

City Council Agenda Item #12

Date: September 28, 2015
To: Mayor and City Council
From: Paul Eckert, City Manager
Subject: Overview of the City's Connection Fees.

X	Regular Session
	Special Session
	Emergency Session
	Closed Session

Recommendation:

As requested by the City Council, staff will provide an historical overview of the City's Connection fees and provide comparisons of nearby communities. The presentation is informational only, no action is required.

Background:

Historic and comparative data will be provided to the City Council and the community at the September 28th City Council meeting. The presentation is intended to provide introductory background. Staff intends to follow-up with recommendations in November after receiving general guidance from the Mayor and City Council.

Financial Impact:

There are no direct fiscal impacts associated with the overview of the City's Connection Fees.

Compliance with the City Council's 2014-2017 Strategic Plan:

Review of the City's existing Connection Fees falls under: Strategic Focus I – Enhance and Expand Quality of Life and Strategic Focus and Strategic Focus IV – Grow Mt. Shasta Pride and Quality.

Attachments:

None

History of Connection Fees



- ❑ Most recent Connection Study was conducted in January 2007.
- ❑ The Study resulted in new Sewer and Water Connection Fee models established to capture revenues from new connections for the existing system AND collect costs of future projects (included in the Master Plans).
- ❑ Very few “new” connections (new development) have occurred. Very little revenue has been received.



History of Connection Fees

- New Public Works, Police, and Fire Impact Fees added in 2009.
- New Development has flat lined since 2009.
- New Water and Sewer Connection Fee Revenue Projections were grossly inaccurate.
- New Development Fee Projections were grossly inaccurate.

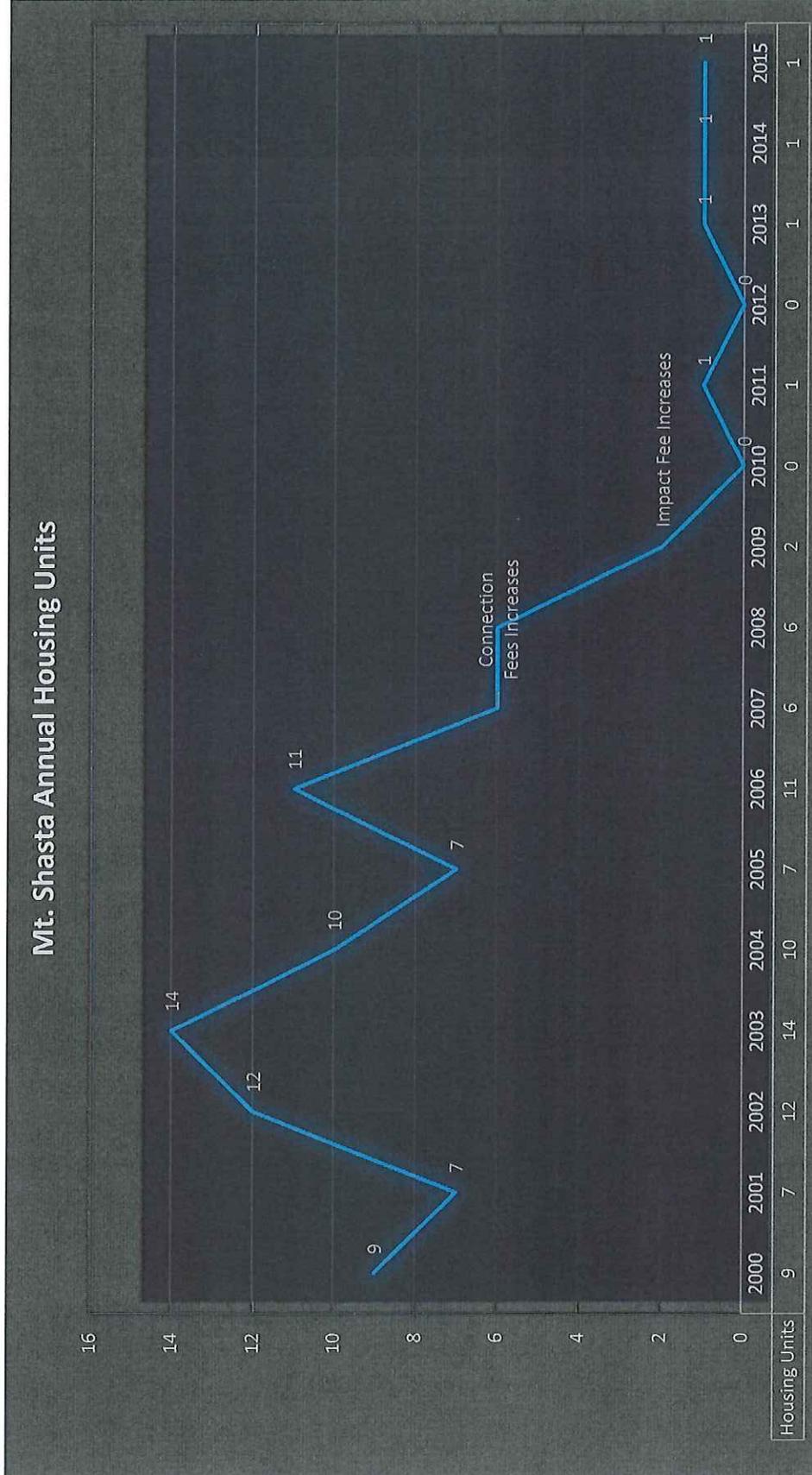


History of Connection Fees

- ❑ Population increases included in the Impact Fee Study were grossly inaccurate.
- ❑ Development in adjacent unincorporated County is comparatively strong.
- ❑ Area development slowdown is likely due to broader economic challenges.
- ❑ Growth in the adjacent unincorporated area instead of Mt. Shasta is likely due to high Connection and Impact Fees in Mt. Shasta.

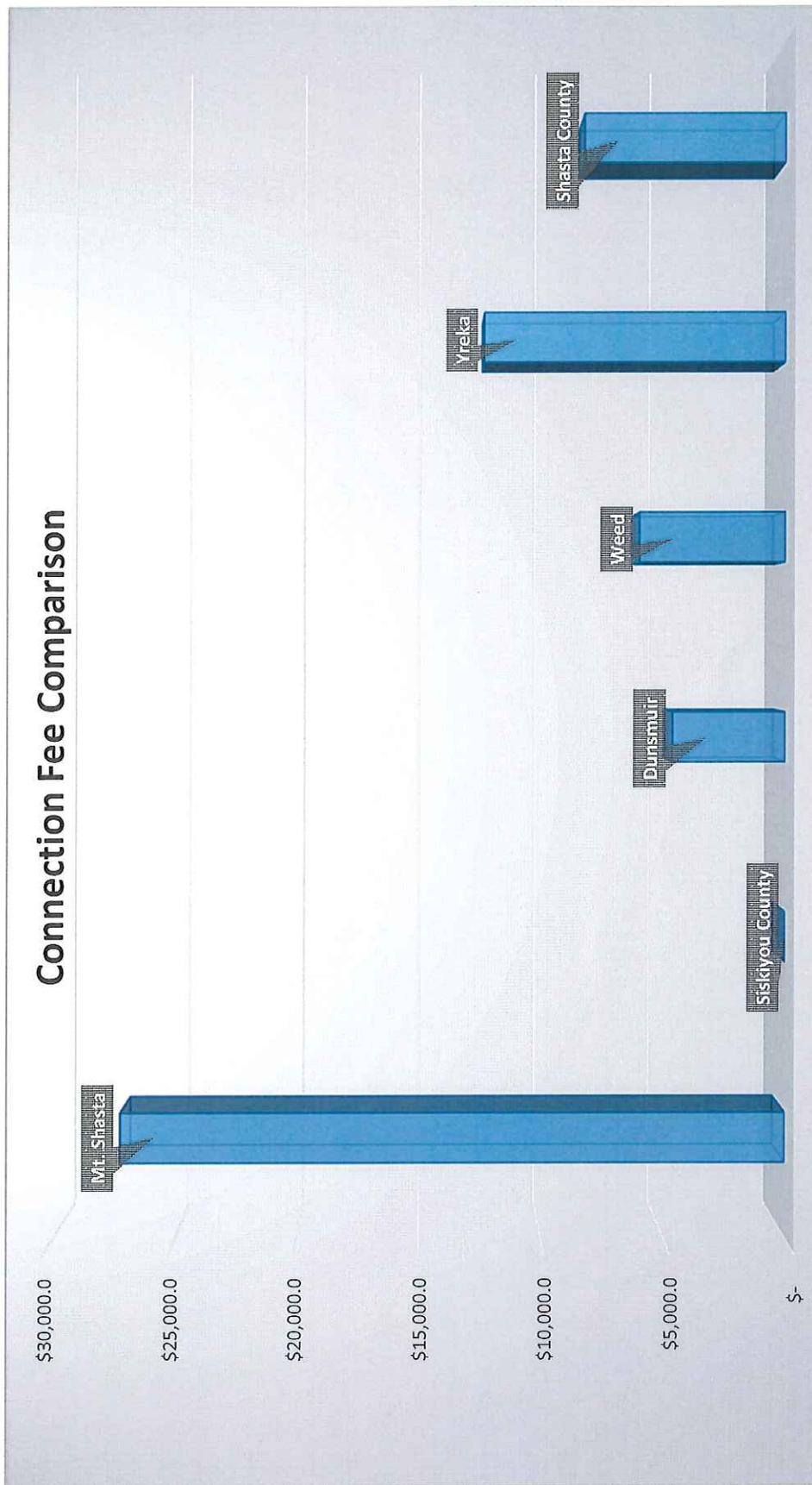


Annual Housing Increases

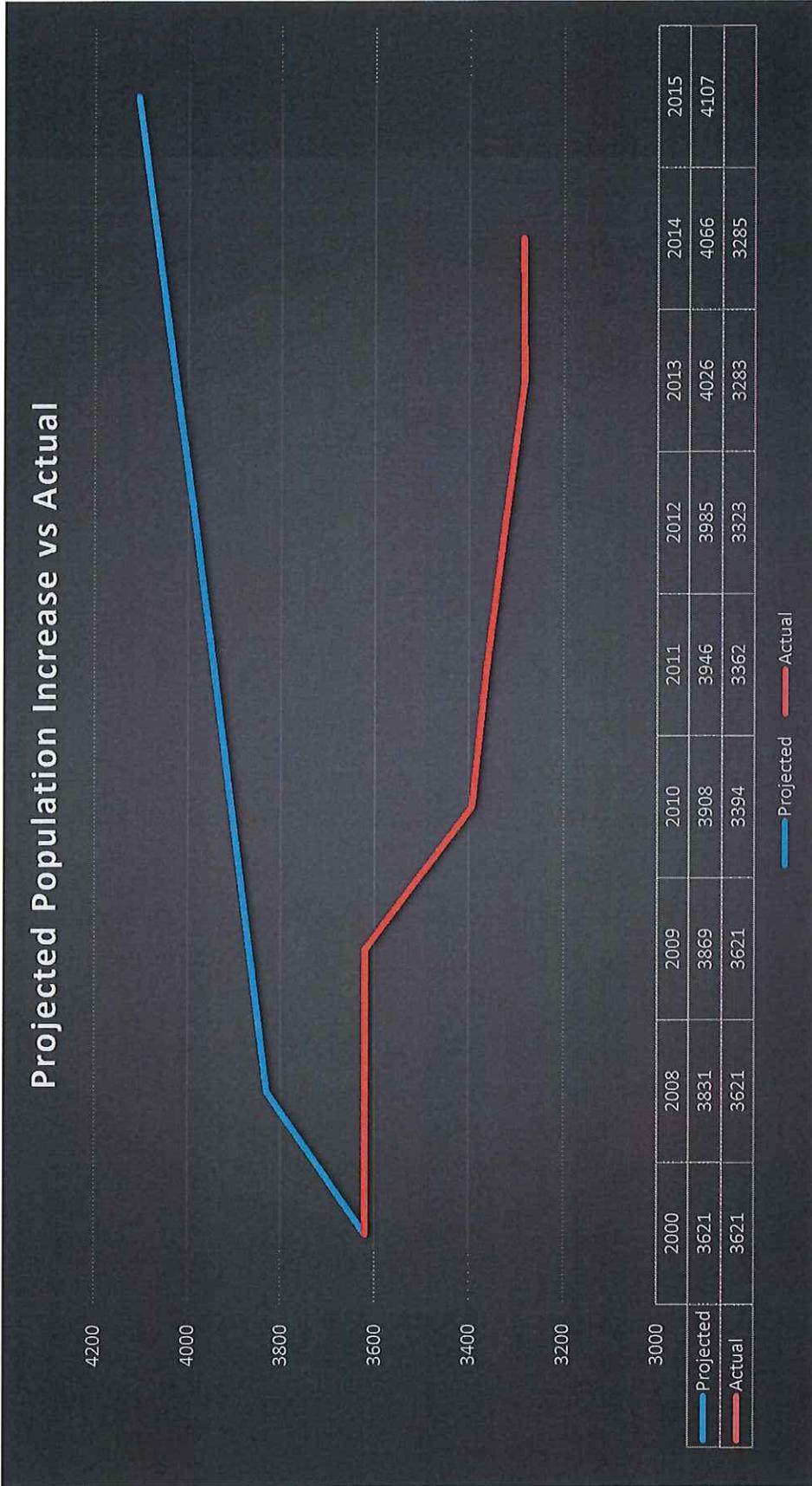


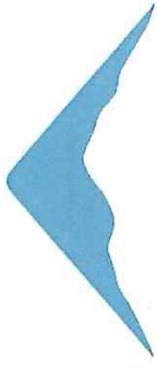
How Mt. Shasta Rates

Compare to other Area Cities



Population Projections in Impact Fee Study vs. Actual





Conclusions/Next Steps

- ❑ Continue to analyze historic actions and overall development performance.
- ❑ Gather additional data regarding housing development in adjacent unincorporated County area. Survey owners/builders.
- ❑ Develop Request for Qualifications for new Sewer and Water Rate and Connection Fee studies. Develop alternatives to current models for Council consideration. Complete studies and implement rate changes in FY 2016/17