



City of Weed

Historic Lumber Town Incorporated 1/25/1961

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Weed, CA 96094

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CITY COUNCIL AGENDA Regular Meeting

Date of Meeting: November 14, 2024
Time of Meeting: 5:30 p.m.
Place of Meeting: **City Hall Council Chambers 550 Main Street Weed, CA 96094**

The City of Weed does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk at (530) 938-5020. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

PUBLIC NOTICE:

GOVERNMENT CODE, TITLE 5. LOCAL AGENCIES [50001. - 57550.] (Title 5 added by Stats. 1949, Ch. 81.) DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000. - 55821.] (Division 2 added by Stats. 1949, Ch. 81.), PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000. - 54999.7.] (Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 9. Meetings [54950. - 54963.] (Chapter 9 added by Stats. 1953, Ch. 1588.) 54954.2. (a) (2) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

Council Members: Bob Hall, Mark Mazzoni, Ken Palfini, and Susan Tavalero.

Mayor: Darrell Parham

III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS:

Move to accept agenda as posted or move to add or delete items.

To add item, the Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the agenda being posted.

IV. NON-AGENDA PUBLIC COMMENT

The agenda is a lawful tool used by the City Council to conduct the public's business. Subject to Government Code §54954.3, members of the public have the opportunity to address the legislative body on any item of interest that is within the Council's jurisdiction and not listed on this agenda. Comments relating to items on this agenda will be taken at the time the item is heard.

No action may be taken by the Council on matters not on this agenda. The Council has the discretion to determine the appropriate disposition of the matter presented. Three members of the Council must agree to add the matter to a future agenda. Pursuant to open meeting laws, no discussion or action, other than a referral, shall be taken by the Council on any issue brought forth.

*The Council encourages public participation, but many members of the public will be denied the opportunity to speak and to have Council action taken at a reasonable hour, if at all, if limits on time and decorum are not placed on all speakers. Individual speakers will be limited to **3 minutes each with a 20-minute maximum for public comment**. Additional opportunity for public comment may be available at the end of the meeting at the discretion of the City Council.*

Please keep comments concise and observe time limits. All remarks shall be addressed to the Council as a body and not to a single Council Member or to the audience. No person, other than the Council and persons having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the presiding officer. **No question shall be asked of or by a Council Member or City staff except through and with the permission of the presiding officer**

V. COUNCIL MEMBER ANNOUNCEMENTS, MEETING REPORTS AND COMMENTS

*Pursuant to Government Code §53232.3(d) members of a legislative body shall provide brief reports on **meetings attended at the expense of the local agency** at the next regular meeting of the legislative body.*

VI. CONSENT AGENDA

*All items listed under the Consent Agenda are routine and will be approved by one motion with a vote. There will be no separate discussion of these items unless the Council request specific items be removed prior to the time the Council votes on the motion. All resolutions and ordinances on this agenda, or added hereto, shall be adopted by title only and the full reading thereof is hereby waived.
Any items removed will be considered after the motion to approve the Consent Agenda.*

A. Zoning – By Motion, Council will consider second reading and adoption, by title only, of Ordinance No.477-2024 Zoning Text Amendments,

B. Public Works – By Motion, Council will consider adoption of Resolution No. 44-2024 adopting Public Works Policy 201 City of Weed Policy for Discontinuation of Residential Water Service for Non-Payment.

C. Public Works – By Motion, Council will consider Resolution No. 45-2024 Recognizing National Arbor Day.

- D. **Administration** – By Motion, Council will consider Resolution No. 46-2024 Authorizing City Manager to Execute Changes to Agreements with Nationwide Retirement Solutions to Add Roth Contributions and Conversions and Other Options to The City's 457(B) Retirement Plan
- E. **Police** – By Motion, Council will consider Resolution No. 47-2024 Recognizing Unanticipated Income and Amending the Fiscal Year 2024-2025 Budget to Authorize Expenditure(s)(COPS Spending Plan).
- F. **Administration** – By Motion, Council will consider authorizing the City Manager to execute the Community Development Block Grant Siskiyou County Protein and Produce Program Memorandum of Understanding.
- G. **City Clerk** – By Motion, Approve minutes from October 10, 2024, Special and Regular Meeting(s).
- H. **Finance** – By Motion, approve payment warrants dated 10/09/2024 through 10/23/2024 including any voided warrants totaling \$1,013,944.70.
- I. **Finance** – By Motion, Approve and file month end report for October 2024.

VII. **ITEMS REMOVED FROM CONSENT**

VIII. **COUNCIL BUSINESS**

All items listed under the Council Business below require action which may include any and/or all of the following: report, review, consideration, discussion, approval, disapproval, acceptance and rejection. Public input is invited. Individual speakers will be limited to 3 minutes each with a 20- minute maximum per item. As a rule, and unless otherwise expressly permitted by the presiding officer, after a motion is made by a member of the Council on the matter under consideration, no member of the public shall address or be permitted to address the Council.

- A. **Public Works** -By Motion, Council will consider Resolution No. 48-2024 Authorizing the City Manager to enter into Task Order 2024-07 Authorizing PACE Engineering to proceed with Street Rehabilitation Design efforts in the Mill Fire Area.
- B. **Finance** – By Motion, Council will consider Resolution No. 49-2024 Approving the Budget Adjustments for the Fire Department, Museum Flood Remediation, Engineering, Solar Array Repair, and Private Donation.
- C. **Administration** – By Motion, Council will consider second reading and adoption, by title only, of Ordinance No 478-2024 Repealing and Relinquishing Responsibility of Enforcement of the Mobilehome Parks Act and the Special Occupancy Parks Act.
- D. **Public Works** – By Motion, Council will consider Introduction and First Reading, by title only, of Ordinance No. 479-2024 Establishing Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments.
- E. **Revenue and Finance** – By Motion, Council will consider Introduction and First Reading, by title only, of Ordinance No. 480-2024 Amending Chapter 3.32 of the Weed Municipal Code regarding Community Facilities District No. 2009-1.

- F. **Fire Department** – By Motion, Council will consider Resolution No. 50-2024 Authorizing the Mayor or City Manager to execute the City of Weed Fuel Mitigation Grant Agreement with the State of California Department of Forestry and Fire Protection Agreement number STR23113.

IX. STAFF REPORTS

X. ADJOURN TO CLOSED SESSION

XI. CLOSED SESSION

- A. Conference with Labor Negotiator(s) (§54957.6)
Negotiators: Interim City Manager Steven W. Baker and Police Chief Justin Mayberry
Teamsters Local 137

XII. ADJOURN TO OPEN SESSION

Announcement of action taken, if any, by the City Council in Closed Session required by the Ralph. M. Brown Act (Gov. Code, §§ 54950 et seq.)

XIII. ADJOURNMENT

Staff reports and/or other written documentation pertaining to the items on the agenda are on file in the Office of the City, Clerk and are available for public inspection during normal weekday business hours. Information may be obtained by calling (530) 938-5020. City Council Minutes and Agendas may also be available on the City's website: <http://www.ci.weed.ca.us>. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 550 Main Street during normal business hours, or on the City's website at www.ci.weed.ca.us.

Privileged and confidential documents exempted.

Posting statement: On Thursday November 7, 2024, a true and correct copy of this agenda was posted on the front door at 550 Main Street, (city hall).



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

Department: Steven W. Baker, Interim City Manager 

Agenda Item Title: Second Reading and Adoption of Ordinance No. 477-2024 Revising Zoning Ordinance

Recommendation:

Staff Recommends second reading and adoption, by title only, of Ordinance No 477-2024 revising the zoning ordinance sections 18.08 Definitions, 18.16 District Regulations, and 18.48 Parking and Loading Requirements of Title 18 (Zoning)

Summary:

October 10, 2024, the City Council approved the Housing Element Update. Required along with that update are zoning changes. The reason that the changes are included in this action even though the provisions already apply to the City, is that HCD requires that the zoning code mirror state law to avoid confusion.

Zoning Changes

There were several minor changes to the existing zoning code required by the Housing Element update. The recommended zone changes are included Exhibits A through D of this Staff Report. As can be seen in the changes, there are additions to definitions and minor changes to procedures, and a better connection to the Zoning District Regulations Table. The changes, such as adding uses as 'residential' to the table, are consistent with state law which already applies to the City.

Fiscal impact:

None at this time.

Alternative Actions:

1. Do not move to adopt the ordinance and provide direction to staff
2. Council's discretion

Environmental Review:

This Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) the activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty

that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Attachments:

Ordinance

ORDINANCE NO. 477-2024
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEED
AMENDING SECTIONS 18.08 DEFINITIONS, 18.16 DISTRICT
REGULATIONS, AND 18.48 PARKING AND LOADING
REQUIREMENTS OF TITLE 18 (ZONNG) OF THE WEED
MUNICIPAL CODE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WEED:

SECTION I. CODE AMENDMENT. Sections 18.08 Definitions, 18.16 District Regulations, and 18.48 Parking and Loading of Title 18 of the Weed Municipal Code is hereby repealed and replaced with those provisions provided in Attachment "A" attached hereto and incorporated herein by this reference.

SECTION II. CEQA FINDINGS. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it constitutes general policy and procedure making with no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION III. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Weed declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION IV. EFFECTIVE DATE AND PUBLICATION. Publication. This Ordinance, or a summary, shall be published in the Weed Press, a newspaper of general circulation in the City of Weed, in compliance with the requirements of the Government Code. This Ordinance shall become effective thirty (30) days after its adoption.

I HEREBY CERTIFY the foregoing Ordinance was introduced for first reading at a regular meeting of the City Council of the City of Weed held on the 10th day of October 2024, and thereafter adopted at a regular meeting of said Council held on the 14th day of November 2024, by the following vote, to wit:

AYES: Council Member

NOES:

ABSENT:

ABSTAINING:

Darrell Parham, Mayor

ATTEST:

Sandra Duchi, City Clerk

State of California)
County of Weed)
City of Weed)

I HEREBY CERTIFY the foregoing ordinance was introduced in a Regular Meeting of the City Council of the City of Weed held on the 10th day of October 2024, and was duly adopted at a Regular Meeting of the City Council of the City of Weed held on the day of 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chapter 18.08 DEFINITIONS

18.08.010 Generally.

- A. For the purpose of this title, certain terms are defined in this chapter.
- B. Words used in the present tense include the future; words used in the singular include plural; the word "shall" is mandatory, and the word "may" is permissive.
- C. Definitions of the terms used in this title are set forth in Sections 18.08.020 through 18.08.550. (Ord. 45-63 §§2.1, 2.2, 1963).

18.08.015 Access requirements.

To ensure that people and commerce are able to safely enter and access all lands within the city, all building sites shall abut upon a public right of way or have an approved access easement to a public street as allowed by this section. All new parcels and land uses shall have legal access from a publicly maintained street or may derive access from a privately maintained road or approved access easement meeting the standards deemed appropriate by the city during subdivision review and approval.

(Ord. No. 442-2017, § 3, 1-11-2018)

Editor's note(s)—Ord. No. 442-2017, § 3, adopted January 11, 2018, set out provisions intended for use as § 18.08.095. For purposes of alphabetization, and at the editor's discretion, these provisions have been included as § 18.08.015.

18.08.020 Alley.

"Alley" means a public or private thoroughfare which affords only a secondary means of access to abutting property.

(Ord. 45-63 §2.201, 1963).

18.08.030 Apartment.

"Apartment" means any building or portion thereof which is designed and built for occupancy of four or more families.

(Ord. 45-63 §2.202, 1963).

18.08.040 Block.

"Block" means all property fronting upon one side of a street, between intersecting and intercepting streets, or between a street and a railroad right-of-way, waterway, deadend street or unsubdivided land. An intercepting street shall determine only the boundary of the block on the side of a street which it intercepts.

(Ord. 45-63 §2.204, 1963).

18.08.050 Boardinghouse.

"Boardinghouse" means a dwelling other than a hotel, where lodging and/or meals for three (3) or more persons is provided for compensation.

(Ord. 45-63 §2.205, 1963).

18.08.060 Building.

"Building" means any structure having a roof supported by columns or by walls and designed for the shelter or housing of any person, animal or chattel.

(Ord. 45-63 §2.206, 1963).

18.08.070 Building, accessory.

"Accessory building" means a subordinate building, including shelters of pools, the use of which is incidental to that of the main building on the same lot and/or building site.

(Ord. 45-63 §2.207, 1963).

18.08.080 Building, main.

"Main building" means a building in which is conducted the principal use of the lot and/or building site on which it is situated.

(Ord. 45-63 §2.208, 1963).

18.08.090 Building site.

"Building site" means a lot or parcel of land, in single or joint ownership, and occupied or to be occupied by a main building and accessory buildings, or by a dwelling group and its accessory buildings, together with such open spaces as are required by the terms of this title, having its principal frontage on a street, road, highway, waterway, or recorded access easement or other lawful access as provided in this title.

(Ord. 45-63 §2.209, 1963).

(Ord. No. 442-2017, § 2, 1-11-2018)

18.08.100 Business, retail.

"Retail business" means the retail sale of any article, substance or commodity, within a building, but not including the sale of lumber or other building materials.

(Ord. 45-63 §2.210, 1963).

18.08.110 Business, wholesale.

"Wholesale business" means the wholesale handling of any article, substance or commodity, but not including the handling of lumber or other building materials or the open storage or sale of any material or commodity, and not including the processing or manufacture of any product or substance.

(Ord. 45-63 §2.211, 1963).

18.08.120 Combining district.

"Combining district" means any district in which the general district regulations are combined with those special districts defined in Section 18.12.020 for the purpose of adding additional special regulations.

(Ord. 45-63 §2.212, 1963).

18.08.130 District.

"District" means a portion of the city within which certain uses of land and buildings are permitted or prohibited and within which certain yards and other open spaces are required and certain height limits are established for buildings, all as set forth and specified in this title.

(Ord. 45-63 §2.213, 1963).

18.08.140 Dwelling.

"Dwelling" means a building or portion thereof designed and used exclusively for residential occupancy, including one-family, two-family, three-family dwellings and apartments, and multiple-family dwellings, but not including hotels, motels or boardinghouses.

(Ord. 45-63 §2.214, 1963).

18.08.150 Dwelling group.

"Dwelling group" means a group of two or more detached or semi-detached, one-family, two-family, or multiple-family dwellings occupying a parcel of land in one ownership and having any yard or court in common, but not including automobile courts.

(Ord. 45-63 §2.219, 1963).

18.08.160 Dwelling, multiple.

"Multiple dwelling" means a building, or portion thereof, used and designed as a residence for four or more families living independently of each other and doing their own cooking in said building, including apartment houses, apartment hotels and flats, but not including motels, boardinghouses and hotels.

(Ord. 45-63 §2.218, 1963).

18.08.170 Dwelling, single-family.

"Single-family dwelling" means a building designed for or used to house not more than one family, including all necessary employees of such family. Includes Manufactured Housing consistent with Gov. Code, § 65852.3.

(Ord. 45-63 §2.215, 1963).

18.08.180 Dwelling, two-family.

"Two-family dwelling" or "duplex" means a building containing not more than two kitchens, designed and/or used to house not more than two families, living independently of each other, including all necessary employees of each such family.

(Ord. 45-63 §2.216, 1963).

18.08.190 Dwelling, three-family.

"Three-family dwelling" or "triplex" means a building containing not more than three kitchens, designed and/or used to house not more than three families, living independently of each other, including all necessary employees of each such family.

(Ord. 45-63 §2.217, 1963).

18.08.195 Emergency shelters.

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person and in which no person or persons are denied emergency shelter because of an inability to pay. Emergency shelters also

includes other interim interventions, including but not limited to, navigation centers, bridge housing, and respite or recuperative care.

(Ord. No. 404-2012, 6-14-2012)

18.08.200 Family.

"Family" means One or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit.

(Ord. 45-63 §2.220, 1963).

18.08.205 Farmworker housing.

"Farmworker housing" means housing owned by an agricultural employer whose place of business is within the city limits of Weed, which housing provides accommodations for six or fewer employees of that employer. Such housing shall be within the place of business and shall be deemed to be a single-family structure with a residential land use designation. Farmworker housing shall not be within the definition of a boarding house, rooming house, hotel, dormitory, or any other housing which is a business run for profit.

(Ord. No. 404-2012, 6-14-2012)

18.08.210 Fence, hedge, wall.

"Fence" means any structural device forming a physical barrier, including a wall. "Hedge" is a boundary formed by a dense row of shrubs. "Wall" means any such device constructed primarily of brick, rock, other masonry, or concrete.

(Ord. 45-63 §2.221, 1963).

(Ord. No. 410-2012, § 1, 12-13-2012; Ord. No. 440-2017, § 1, 10-12-2017)

18.08.220 Garage—Carport.

"Garage" or "carport" means accessible and usable covered space of not less than ten by twenty feet each for the storage of automobiles.

(Ord. 45-63 §2.222, 1963).

18.08.224 Group care facilities.

"Group care facilities" means dwellings which are provided for those in need of social assistance and who are deemed incapable of living alone or without supervision.

(Ord. No. 404-2012, 6-14-2012)

18.08.225 Group residential.

"Group residential" means a single-family residence intended to serve as a home for unrelated persons who share a common characteristic; a place where people live or stay in a group living arrangement that is owned or managed by an entity or organization providing housing and/or services for the residents.

(Ord. No. 404-2012, 6-14-2012)

18.08.230 Guesthouse.

"Guesthouse" means detached living quarters of a permanent type of construction and without kitchens or cooking facilities, and where no compensation in any form is received or paid.

(Ord. 45-63 §2.223, 1963).

18.08.240 Height of building.

"Height of building" means the vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the building to the topmost point of the roof, excluding elevator equipment rooms, ventilating and air-conditioning equipment.

(Ord. 45-63 §2.225, 1963).

18.08.250 Home occupation.

"Home occupation" means an operation conducted on the premises by the occupant of the dwelling as a secondary use in connection therewith, and where there are no advertising signs, no display, no connection therewith and no mechanical equipment designed to be used in connection therein, other than that necessary or convenient for domestic purposes.

(Ord. 276-90 §1, 1990: Ord. 45-63 §2.224, 1963).

18.08.260 Hotel.

For the definitions of "hotel," see "motel," defined in Section 18.08.350.

(Ord. 45-63 §2.226, 1963).

18.08.270 Junkyard.

"Junkyard" means more than one hundred square feet of the area of any lot used for the storage of junk, including scrap metals, salvage or other scrap materials, or for the dismantling or wrecking of automobiles or other vehicles or machinery, whether for sale or storage.

(Ord. 45-63 §2.227, 1963).

18.08.280 Lot.

For the definition of "lot," see "building site," defined in Section 18.08.090.
(Ord. 45-63 §2.228, 1963).

18.08.290 Lot front.

"Lot front" means the shortest dimension of a lot fronting on a street.
(Ord. 45-63 §2.229, 1963).

18.08.300 Lot line.

"Lot line" means a line separating the frontage from a street, the side from a street or adjoining property, the rear or side from an alley or street or adjoining property.
(Ord. 45-63 §2.232, 1963).

18.08.310 Lot rear.

"Lot rear" means the lot boundary opposite, or approximately opposite, the lot front.
(Ord. 45-63 §2.230, 1963).

18.08.320 Lot side.

"Lot side" means any lot boundary not a front or rear lot line.
(Ord. 45-63 §2.231, 1963).

18.08.330 Lot, side and front of corner.

For the purpose of this title, the narrowest frontage of a corner lot facing the street is the front, and the longest frontage facing the intersecting street is the side, irrespective of the direction in which the dwelling faces.
(Ord. 45-63 §2.242, 1963).

18.08.340 Lot, through.

"Through lot" means a lot having frontage on two parallel or approximately parallel streets.
(Ord. 45-63 §2.233, 1963).

18.08.341 Low Barrier Navigation Centers.

"Low Barrier Navigation Centers" means a low barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. (Gov. Code, § 65660, subd. (a).)

18.08.345. Manufactured Home.

"Manufactured home" means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight feet or more in width or forty feet or more in length in the transportable mode, or, when erected on site, is three hundred twenty or more square feet in area, is built on a permanent chassis and designed to be used as a single-family dwelling, with or without a foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes any structure that meets all of the requirements of this section except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C. 5401, et seq.).

(Ord. No. 454-2019, § 2.A, 6-13-2019)

18.08.350 Motel—Hotel.

"Motel" or "hotel" means a single building or a group of detached or semidetached buildings containing guestrooms or apartments, which group is designed and used primarily for the accommodation of transient automobile travelers.

(Ord. 45-63 §2.203, 1963).

18.08.360 Nonconforming use.

"Nonconforming use" means a use that does not conform to the regulations for the district in which it is situated.

(Ord. 45-63 §2.234, 1963).

18.08.370 Office.

"Office" means a business establishment for rendering of service or administration, but excluding retail sales.

(Ord. 45-63 §2.235, 1963).

18.08.380 Parking space.

"Parking space" means an accessible and usable space on the building site, or adjacent lot, at least nine feet by twenty feet, for the parking of automobiles.

(Ord. 45-63 §2.236, 1963).

18.08.390 Person.

"Person" includes any individual, city, county, or city and county, partnerships, corporations, cooperatives, associations, trust or any other legal entities, including the state and the federal government.

(Ord. 45-63 §2.237, 1963).

18.08.400 Rest home.

"Rest home" means any premises licensed under Section 2300 of the Welfare and Institutions Code of the state.

(Ord. 45-63 §2.238, 1963).

18.08.410 Roominghouse.

For the definition of "roominghouse" see "boardinghouse," defined in Section 18.08.050.

(Ord. 45-63 §2.239, 1963).

18.08.420 Sanitarium.

"Sanitarium" means a health station or retreat or other place where patients are housed, and where treatment is given, but excluding mental institutions or institutions for treatment of persons addicted to the use of drugs.

(Ord. 45-63 §2.240, 1963).

18.08.430 Setback line.

"Setback line" means a line established by this title to govern the placement of buildings or structures with respect to lot lines, streets or alleys.

(Ord. 45-63 §2.241, 1963).

18.08.440 Sign.

"Sign" means any advertising display or structure.

(Ord. 45-63 §2.243, 1963).

18.08.445 Single-room occupancy.

"Single-room occupancy" means a structure with three or more dwelling units that have separate sleeping or living areas, some combination of shared bath(s) or toilet(s), and which may or may not have separate or shared cooking facilities, all of which are available for rental occupancy for periods of seven days or longer, in which said dwelling units are accessed through a common primary entrance, and in which on-site management is provided on a twenty-four-hour basis.

(Ord. No. 404-2012, 6-14-2012)

18.08.450 Street.

"Street" means a public thoroughfare which affords principal means of access to abutting property, including avenue, place, way, drive, land, boulevard, highway, road and any other thoroughfare except an alley as defined in this chapter.

(Ord. 45-63 §2.244, 1963).

18.08.460 Street line.

"Street line" means the boundary between a street right-of-way and property.

(Ord. 45-63 §2.245, 1963).

18.08.470 Structural alterations.

"Structural alterations" means any change in the supporting members of a structure, such as bearing walls, columns, beams or girders.

(Ord. 45-63 §2.247, 1963).

18.08.480 Structure.

"Structure" means anything constructed or erected, the use of which requires location on or in the ground, or attachment to something having location on the ground, including swimming pools, excluding driveways, patios or parking spaces.

(Ord. 45-63 §2.246, 1963).

18.08.485 Supportive housing.

"Supporting housing" means housing with no limit on length of stay that is occupied by persons who are linked to onsite or offsite services that assist such persons in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

(Ord. No. 404-2012, 6-14-2012)

18.08.490 Trailer court.

"Trailer court" means land or premises used, or intended to be used, let or rented for occupancy by one or more trailers or movable dwellings, rooms or sleeping quarters of any kind. (Ord. 45-63 §2.248, 1963).

18.08.495 Transitional housing.

"Transitional housing" means housing operated under federal, state, county, or city of Weed program requirements that serve persons on the condition that such housing will terminate at some predetermined future point in time, which shall be no less than six months. (Ord. No. 404-2012, 6-14-2012)

18.08.500 Use.

"Use" means the purpose for which land or a building is designed, arranged or intended or for which either land or buildings is or may be occupied or maintained. (Ord. 45-63 §2.249, 1963).

18.08.510 Use, accessory.

"Accessory use" means a use incidental or subordinate to, and devoted exclusively to, the main use of a lot or a building located on the same lot. (Ord. 45-63 §2.250, 1963).

18.08.520 Yard.

"Yard" means an open space other than a court on the same lot with a building, which open space is unoccupied and unobstructed from the ground upward, except as otherwise permitted in Chapter 18.24. (Ord. 45-63 §2.251, 1963).

18.08.530 Yard, front.

"Front yard" means a yard extending across the front of the lot between the side yard lines and measured from the front line of the lot to the nearest line of the building; provided, however, that if any official plan line has been established for the street upon which the lot faces, the front yard measurement shall be taken from such official plan line to the nearest line of the building. (Ord. 45-63 §2.252, 1963).

18.08.540 Yard, rear.

"Rear yard" means a yard extending across the full width of the lot and measured between the rear line of the lot and the nearest line of the main building.

(Ord. 45-63 §2.253, 1963).

18.08.550 Yard, side.

"Side yard" means a yard between the side line of the lot and the nearest line of the building and extending from the front line of the lot to the rear yard.

(Ord. 45-63 §2.254, 1963).

The following amendments are made to Chapter 18.16 District Regulations:

Chapter 18.16 DISTRICT REGULATIONS

Sections:

18.16.010 Compliance required.

Except as provided in this chapter and Chapter 18.20, no structure shall be erected, reconstructed, enlarged, altered or moved; nor shall any building or land be used except as hereinafter specifically provided and allowed in the districts in which such structure and land are located.

(Ord. 45-63 §4.1, 1963).

18.16.020 Adopted by planning commission and city council-Copies available.

The planning commission shall adopt rules and regulations which shall include but not be limited to changes in uses permitted within particular districts, occupancy requirements and uses requiring use permits. Such regulations can be found online at the City of Weed Zoning Regulations, and, ~~in addition to the written portions thereof, shall include a chart of districting regulations. Regulations, when so adopted by the planning commission, shall be submitted to the city council for its approval and, if approved by resolution of the city council, shall be in effect thirty days from and after the date of such approval. An original counterpart of such rules shall be filed in the office of the city clerk, another original counterpart~~ in the office of the planning commission, and printed copies shall be made available for the use of persons desiring the same for which copies a reasonable charge shall be made, which charge shall be established by resolution of the city council.

(Ord. 202-78 §5, 1978; Ord. 45-63 §4.2, 1963).

Chapter 18.48 Parking and Loading Requirements is changed to read as follows:

Chapter 18.48 PARKING AND LOADING REQUIREMENTS

18.48.040 Number of parking spaces required.

The number of off-street parking spaces required for each use shall be as follows:

Dwelling, single-family	Two parking spaces in a garage for each dwelling unit
Dwellings, multiple, family and group; and mobile home parks	Two parking spaces for each dwelling unit, plus one guest space for each five units; one and one-half parking spaces for each senior housing unit
<u>Emergency Shelter</u>	<u>1 per five beds or 1 per employee, or as based upon the demonstrated need</u>
Rooming house	One parking space for each tenant plus one guest space for each five tenants
Bowling alleys	Five parking spaces for each alley. Additional parking spaces for balance of building calculated according to use



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

Department: Chris Davis, Director of Public Works

Agenda Item Title: Adopt Resolution No. 44-2024 Adopting Public Works Policy 201; A Policy for Discontinuation of Residential Water Service for Non-Payment

Staff Recommendation: Staff recommends Council move to adopt Resolution No. 44.2024 adopting Public Works Policy 201; A Policy for Discontinuation of Residential Water Service for Non-Payment.

Summary: The Office of the California Attorney General issues this legal alert to remind all community water systems of the requirements of the Water Shutoff Protection Act and to reflect recent changes in the law. This alert amends and supersedes Legal Alert OAG-2022-04.

In 2019, the Legislature adopted Senate Bill 998, the Water Shutoff Protection Act (the Act), Health and Safety Code Sections 116900 *et. seq.*, increasing protections for residents facing termination of water service due to non-payment.¹ In enacting these protections, the Legislature recognized that water debt and residential water shutoffs threaten human health and well-being and “have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life- threatening medical conditions.” (Sen. Bill. 998 (2017-2018 Reg. Sess.) §1, subd. (c).)

In 2023, the Legislature adopted Senate Bill 3 which expanded the protections of the Act to more people by applying the Act to smaller water systems. While the Act previously applied to systems with more than 200 service connections, the Act now applies to all community water systems. (§116902, subd. (e) incorporating the definition in §116275.) Application of the Act to these newly covered, smaller systems took effect August 1, 2024. (§116904, subd.(d).)

Senate Bill 3 also clarified that covered water systems must provide alternative payment plan options to all customers who are unable to pay their water bill, not only customers who meet certain medical and financial criteria. (§116906, subds. (a)(1) & (a)(2).) This requirement took effect on January 1, 2024.

The Act continues to apply only to the discontinuation of residential water service for nonpayment. (§§116906, subd. (a); 116902, subd. (c).) The Act does not apply to terminations due to an unauthorized action by a customer. (§116926.) The Act has several requirements for termination of water service due to nonpayment.

No Water Shutoffs Unless At Least 60-Days Delinquent

- Under the Act, a covered water system cannot discontinue service until a payment by a customer has been delinquent for at least 60 days. (§116908, subd. (a)(1)(A).)
- If service is discontinued for nonpayment, the water system is required to provide information about how to restore residential service. (§116912.)
- The Act also prohibits water shutoffs for residents who meet certain health and financial requirements and who are willing to make alternative payments. (§116910.)
- Reconnection fees are limited by the Act for residents with income below 200 percent of the federal poverty level and those residents are entitled to a waiver of interest charges on delinquent bills once every 12 months. (§116914.)

Written Policy Required

The Act requires every covered water system to have a written policy on discontinuation of residential water service for nonpayment. The policy shall include all of the following:

- (1) a plan for deferred or reduced payments that is available to any customer;
- (2) alternative payment schedules that are available for any customer;
- (3) a formal mechanism for a customer to contest or appeal a bill; and
- (4) a telephone number for a customer to discuss options to avoid discontinuation of service due to nonpayment. (§116906, subd. (a).)

This policy shall be available on a website if the provider has one. (§116906, subd. (b).) If the water system does not have a website, the policy shall be provided to the customer upon request. (§116906, subd. (b).) Covered water systems with 200 or more service connections must make the policy available in English, Spanish, Chinese, Tagalog, Vietnamese and Korean. (§116906, subd. (a); Civil Code, §1632.) Covered water systems with fewer than 200 service connections must make the policy available in English, any other language spoken by at least 10 percent of the people residing in the service area, and, upon customer request, any of the languages listed in Civil Code section 1632. (*Ibid.*)

Telephone or Written Notification Requirements

The Act also addresses the notice which must be provided to the person listed on the water bill and provides notification protections for tenants, including:

- Notice must be provided to the person listed on the water bill at least 7 business days before the possible termination of service. (§116908, subd. (a)(1)(B).)
- If the customer's address is not the address of the property where water service is provided, notice must also be mailed to the property address, addressed to "Occupant."
- If the water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned as undeliverable, the water system is required to make a good faith effort to visit the residence and leave or make arrangements for placement in a conspicuous place a notice of imminent discontinuation for nonpayment and the system's discontinuation policy. (§116908, subd. (a)(2).)
- The notice must include the following: customer's name and address; amount of delinquency; date by which payment or arrangement for payment is required to avoid discontinuation of service; description of the process to apply for an extension of time to pay the delinquent charges; description of the procedure to petition for bill review and appeal; and description of the procedure by which the customer can request a deferred, reduced, amortized or alternative payment schedule. (§116908, subd. (a)(1)(C).)
- Tenants of individually metered residences must be notified in writing that they have the right to become customers to whom water service will be billed without having to pay any of the delinquent amounts. (§116916, subd. (b).)

If an appeal is filed by "an adult at the residence," a covered water system cannot terminate service while the appeal is pending. (§116908, subd. (b).)

Annual Reporting

A covered water system must report annually to the State Water Resources Control Board on water shutoffs due to inability to pay and post the information on its website if it has one. (§116918.)

Fiscal impact:

Unknown at this time but anticipated additional staff time as well as loss of revenue.

Alternative Actions:

1. Choose another option
2. Postpone adoption of the Resolution
3. Other actions at Council's discretion

Environmental Review:
None.

Attachments:
Resolution No. 44.2024
Policy 201

RESOLUTION NO. 44-2024
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED
ADOPTING PUBLIC WORKS DISCONTINUATION OF RESIDENTIAL WATER
SERVICE FOR NON-PAYMENT POLICY

WHEREAS, the City Council desires to establish policies governing the Water Shutoff Protection Act – As Amended by SB 3;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Weed that Public Works Policy 201 as attached hereto as Exhibit A and made a part hereof by reference is hereby adopted; and

FURTHER, BE IT RESOLVED, that this resolution shall become effective immediately. I HEREBY CERTIFY the foregoing resolution was introduced and adopted at a regular meeting of the City Council held the 14th day of November 2024, by the following vote, to wit:

AYES: Council Members

NOES:

ABSENT:

ATTEST:

Mayor, City of Weed

City Clerk, City of Weed

City of Weed

Policy for Discontinuation of Residential Water Service for Non-Payment

Delinquent Accounts

Upon a bill becoming delinquent, the City of Weed ("City") shall give the person or entity responsible for payment of the bill (hereinafter referred to as "customer") a notice of delinquency stating that water service will be discontinued after 60 days of nonpayment. The delinquent notice will be mailed to the mailing address designated on the account no less than 7 business days before water service is discontinued. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant."

This notice shall include (i) the customer's name and address; (ii) the amount of delinquency; (iii) the date by which payment or arrangement for payment is required to avoid discontinuation of water service; (iv) a description of the process to apply for an extension of time to pay the delinquent charges; (v) a description of the procedure to petition for bill review and appeal; (vi) a description of the procedure to request a deferred, reduced, or alternative payment schedule, including an amortization of delinquent charges.

If written notice is returned through the mail as undeliverable, the City will make a good faith effort to visit the residence and leave or conspicuously place a notice of discontinuation and the City's discontinuation policy.

Alternative Payment Arrangements or Extensions

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement or extension to avoid disruption of service. Options include splitting payments (payment arrangements) for up to 90 days to pay off the full balance and deferring payments (payment extensions) of the full balance for up to two weeks beyond the due date.

Additional Assistance

Although some customers simply forget to pay their bill, others have difficulty making ends meet. There may be non-profit organizations in your area that can help.

The City will not discontinue residential service for nonpayment if: (i) the customer or occupant submits a certification from a primary care provider that discontinuation will be life threatening to, or pose a serious threat to the health and safety of, the occupant; or (ii) the customer demonstrates they are financially unable to pay for service as set forth in Health & Safety Code section 116910; or (iii) the customer is willing to enter into an amortization agreement, alternative payment schedule, or deferred payment plan as described above. For residential customers who demonstrate to the City that they have a household income below 200% of the federal poverty line in accordance with Health & Safety Code section 116914, the City shall waive interest charges on delinquent bills once every 12 months.

Please contact your City Hall at 530-938-5020 if you would like to discuss payment options to avoid

discontinuation of water service. If you wish to formally contest or appeal your bill, you may submit a written complaint addressed to the City Clerk at 550 Main Street Weed, CA 96094. City Hall can be reached at (530) 938-5020, 7:30 a.m. to 4:30 p.m., Monday through Thursday.

Notice to Tenants or Occupants

The city will make a reasonable, good-faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenants/occupants that they have the right to become customers of the city without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address.

Final Disconnection Notice

Failure to comply with the terms of an amortization plan or alternative payment schedule for 60 days or more, or failure to pay current residential service charges for 60 days or more while undertaking an amortization plan or alternative payment schedule, will result in the issuance of a final disconnection notice. The final disconnection notice will be in the form of a door hanger delivered to the premises no less than 5 business days in advance of discontinuance of service.

Restoration of Service

In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee of \$57.62 during normal business hours and \$172.87 outside of normal business hours. Payment options are listed below.

First option: full balance due

Second option: past-due amount

Third option: payment arrangement

Applicability

This policy applies only to the termination of residential water service due to nonpayment. This policy does not apply to the termination of a residential service connection due to an unauthorized action of a customer or to the termination of non-residential service connections.



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

Department: Chris Davis, Director of Public Works

Agenda Item Title: Adopt Resolution No. 45-2024 Recognition of National Arbor Day.

Staff Recommendation: Staff recommends Council adopt Resolution No. 45.2024 Recognizing April 25, 2025, as Arbor Day in the City of Weed.

Summary: For over 18 years the City of Weed has been active and a proud participant in the "Tree City U.S.A." program sponsored by the National Arbor Day Foundation. The City acts as the governing stewards responsible for the planting and the care of trees growing on City public lands, as well as for promoting and encouraging the conservation of valuable trees growing on private lands. The City does wish to continue to participate in the activities to support our valuable urban forest.

The natural beauty of our urban forest and the man-made beauty of the planted and developed landscape environments all add to the multiple values which together draw and maintain the residents and visitors to one of California's most beautiful areas.

The City of Weed has a long and prosperous history based on trees as a natural resource for the local economy.

Fiscal impact:

None

Alternative Actions:

1. Choose another option
2. Postpone adoption of the Resolution
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Resolution No. 45.2024

RESOLUTION NO.45-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED
IN RECOGNITION OF NATIONAL ARBOR DAY APRIL 25, 2025, AS
ARBOR DAY IN THE CITY OF WEED, CALIFORNIA

WHEREAS, the City of Weed has a long and prosperous history based on trees as a natural resource for the local economy; and

WHEREAS, valuable trees on both public and private lands are treasured, and considered to be essential living features contributing to the quality of life experiences for the residents of Weed; and

WHEREAS, the natural beauty of our urban forest and the man-made beauty of the planted and developed landscape environments all add to the multiple values which together draw and maintain the residents and visitors to one of California's most beautiful areas; and

WHEREAS, the City of Weed for over eighteen years has been active and a proud participant in the "Tree City U.S.A." program sponsored by the National Arbor Day Foundation; and

WHEREAS, the City of Weed as governing steward responsible for the planting and care of trees growing on City public lands, as well as for promoting and encouraging the conservation of valuable trees growing on private lands, does wish to continue to participate in the activities to support our valuable urban forest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Weed that the National Arbor Day is Arbor Day in Weed for the purposes of the "Tree City U. S. A." Program, and encourage all citizens to be aware of the multitude of values we all derive from the conscious acts of planting and properly maintaining landscape trees, and request that all institutions of primary and secondary education throughout the City seek ways to observe this important day and teach students about the value of trees in our lives.

I HEREBY CERTIFY the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Weed held the 14th day of November 2024 by the following vote to wit:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk



City of Weed

Agenda Item Summary

Meeting: City Council - 14 Nov 2024

Department: Steven W. Baker, Interim City Manager

Agenda Item Title: Approval of Resolution 46-2024 Authorizing City Manager to Execute Changes to Agreements with Nationwide Retirement Solutions to Add Roth Contributions and Conversions and Other Options to the City's 457(b) Retirement Plan.

Recommendation:

Staff Recommends: Approval of Resolution 46.2024 Authorizing City Manager to Execute Changes to Agreements with Nationwide Retirement Solutions to Add Roth Contributions and Conversions and Other Options to the City's 457 Retirement Plan

Summary: The City currently offers employees the option to direct a portion of their income to a 457 Deferred Compensation Retirement Plan (similar to 401 (k) plans in the private sector). Currently, employees may make pre-tax contributions, however, federal law has expanded the options to include post-tax contributions (Roth) to 457 plans. The current plan documents with Nationwide Retirement do not include these options and a formal change is necessary to include them.

This resolution would authorize execution of Plan Documents to allow for Roth (post-tax) contributions and conversions. It would also allow for additional investment options currently not offers such as an indexed principal protection fund, managed account service and self-directed brokerage.

The City currently matches up to 2% of employees contributions on a \$1/\$2 basis. The City also has another 457 Plan (Valic) used by a smaller number of employees which may be coming to Council for a similar action in the future.

Fiscal impact: No direct fiscal impact

Alternative Actions:

1. Do not adopt the Resolution and leave the 457 Retirement Plan as is.
2. Modify the Resolution to permit some changes, but not all.

Environmental Review: Not applicable

Attachments: Resolution 46-2024

RESOLUTION NO. 46- 2024

A RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE CHANGES TO
AGREEMENTS WITH NATIONWIDE RETIREMENT SOLUTIONS TO ADD ROTH
CONTRIBUTIONS AND CONVERSIONS AND OTHER OPTIONS TO THE CITY'S 457(B)
RETIREMENT PLAN

WHEREAS, The City of Weed has an agreement with Nationwide Retirement Systems to provide a Governmental 457(b) Deferred Compensation Plan for its employees, and

WHEREAS, the current Plan does not include post-tax (Roth) contributions nor Roth conversions which may be of benefit to the City of Weed's employees, and

WHEREAS, Nationwide Retirement Solutions also offers additional investment options not in the current plan that may be of benefit to the City Of Weed's employees, and

WHEREAS, amendments to the existing Governmental 457(b) Deferred Compensation Plan are necessary to permit these changes

NOW THEREFORE BE IT RESOLVED THAT The City Council of the City of Weed hereby Authorizes the City Manager to execute Amendments to the Governmental 457(b) Plan Adoption Agreement to allow for Post-Tax (Roth) contributions, Roth Conversions and other investment options, and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute such other documents and take such other actions as necessary or appropriate to implement the intent of this Resolution.

I HEREBY CERTIFY the foregoing resolution was introduced and adopted at a regular meeting of the City Council held the 14th day of November 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ATTEST:

Mayor, City of Weed

City Clerk, City of Weed



CITY COUNCIL AGENDA MEMORANDUM

Meeting Date: November 14, 2024

From: Justin Mayberry, Chief of Police

Subject: Adopt Resolution No.47-2024 Amending Spending Plan
– COPS Funding

SWB

Staff Recommendation:

Adoption of Resolution No.47-2024 Approving the amended FY 24/25 COPS spending plan and authorize the purchases.

Analysis:

Recently we received notification that the "Growth Allocation" on our COPS annual dollars has been increased by an additional \$94,663.46 for this fiscal year. This is above and beyond the original budgeted amount of \$100,000 per AB 3229 (1996). To utilize this money, we must submit to the county our revised spending plan for the FY budget of 24/25. As noted in past years this growth allocation is made available and can be used only to enhance the current police service and not supplant other funding.

The amended spending plan for the additional funding is recommended as follows:

- Accept additional \$94,633.46 revenue into Dept 10-011-351
- Allocate \$33,946 to Dept 10-425-401, CSO/Animal Control, to cover anticipated budget cost of salaries/benefits causing the total COPS Program budget to be above \$100,000.
- Allocate \$60,718 to Dept 10-425-475 for capital expenditures TBD.

Estimated Spending Breakdown:

\$33,946 – Cover additional employee cost of program beyond \$100,000
\$60,718 – capital expenditures TBD as needed during remaining fiscal year

\$94,633.46

Fiscal impact:

Impact to the general fund is zero as expenses are directly offset by unanticipated revenue.

Options:

1. Approve the amended spending plan.
2. Delay action.
3. Such other action as the Council may deem appropriate.

Attachments:

Resolution No. 47-2024

RESOLUTION NO. 47-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED
RECOGNIZING UNANTICIPATED INCOME AND
AMENDING THE FISCAL YEAR 2024-2025 BUDGET
TO AUTHORIZE EXPENDITURE(S)

WHEREAS, The City has received an additional \$94,663.46 in COPS funding for this budget year when only \$100,000.00 was anticipated;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Weed that the additional sum of \$94,663.46 is hereby recognized and the Fiscal Year 2024-2025 budget is hereby amending the spending plan for the additional funding is recommended to include,
\$33,946 – Cover additional employee cost of program beyond \$100,000
\$60,718 – capital expenditures TBD as needed during remaining fiscal year; and

FURTHER, BE IT RESOLVED, that this resolution shall become effective immediately.

I HEREBY CERTIFY the foregoing resolution was introduced and adopted at a regular meeting of the City Council held the 14th day of November 2024 by the following vote, to wit:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

Department: Steven W. Baker, City Manager *SWB*

Agenda Item Title: Authorize City Manager to Execute the Community Development Block Grant Siskiyou County Protein and Produce Program Memorandum of Understanding

Recommendation:

Staff Recommends that the City Council Authorize City Manager to Execute the Community Development Block Grant Siskiyou County Protein and Produce Program Memorandum of Understanding

Summary: The County will be submitting a CDBG application to fund a protein and produce program that will allow Great Northern Services (GNS) to distribute fresh protein and produce throughout the county including a location located in Weed. This is similar to the CDBG-CV2/3 Food Assistance Program that all of the jurisdictions participated in. With this program, the City will **not** be financially or administratively responsible for the program.

Until recently the County and GNS were given direction by California Department of Housing and Community Development (HCD) that each city needed to give the County approval to work in their jurisdiction. With the most recent HCD direction, the County was informed that an MOU with each jurisdiction is required.

A draft MOU is attached and is currently being routed through the county. There are some changes in drafting this that the County is working on, however, given our City Council meeting schedule and the necessity of putting together a competitive application, staff is recommending authorization to execute prior to those changes being finalized.

Fiscal impact:

This item has no fiscal impact to the City.

Alternative Actions:

1. Wait until a modified MOU is drafted and place on future meeting (may require a special meeting).
2. Decline to participate in the protein and produce program in Weed.

Environmental Review:

Not applicable

Attachments: Draft Community Development Block Grant Siskiyou County Protein and Produce Program Memorandum of Understanding

COMMUNITY DEVELOPMENT BLOCK GRANT
SISKIYOU COUNTY PROTEIN AND PRODUCE PROGRAM
MEMORANDUM OF UNDERSTANDING

BETWEEN

The County of Siskiyou, the Cities of Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt. Shasta, Tulelake, Weed, Yreka, and Great Northern Services for program management and implementation of a Community Services Program funded by the Community Development Block Grant program.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”) is made and entered into this ___ day of _____, 2024 by and between The County of Siskiyou (hereinafter, “County”), the Cities of Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt. Shasta, Tulelake, Weed, and Yreka (hereinafter, “Cities”) and the subrecipient, Great Northern Services (hereinafter, “GNS”).

The purpose of this MOU is to establish the terms and conditions under which the County will operate a Public Service Program, Siskiyou County Protein and Produce Program (hereinafter, “P&P”), funded by the Community Development Block Grant (hereinafter, “Grant”), administered by the State of California Department of Housing and Community Development (hereinafter, “HCD”). The P&P program will directly benefit Low to Moderate Income residents in Siskiyou County; to be administered and implemented by GNS.

WHEREAS, the California Department of Housing and Community Development has announced the availability of funds for Public Services for the 2024 Notice of Funding Availability; and

WHEREAS, the County is an eligible non-entitlement jurisdiction that is in compliance with existing HCD Program monitoring, award agreements, debarments, and Housing Element requirements; and

WHEREAS, under the provision of said CDBG Grant application the County will be applying for a grant to provide fresh and frozen Protein & Produce to 11 distribution sites throughout the County and Cities and serving qualified residents from the 9 Cities including those in the county in opposite months of GNS’ USDA commodities distribution; and

WHEREAS, the County will be operating the program in the jurisdiction of the Cities; and

WHEREAS, participating in this MOU is advantageous to the Cities in that provides food for low to moderate income individuals, families and households on a countywide basis; and

WHEREAS, the County will be the sole applicant to apply for a Grant application for Public Services with GNS as the subrecipient; and

WHEREAS, there are no similar services provided in the County or Cities jurisdictions; and

WHEREAS, the County, Cities and GNS desire to participate in this MOU.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE TO TERMS AND RESPONSIBILITIES AS FOLLOWS:

1. This MOU shall become effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and the governing bodies of the Parties' respective jurisdictions and shall remain in full force and effect for the period of an executed agreement between the County and HCD. Parties included in this MOU may withdraw or terminate their participation at any time during its term upon ninety (90) days written notice to all participating Parties and without severing or modifying the participation of the remaining Parties. Additionally, other jurisdictions within Siskiyou County, not originally included in this MOU, may be added prior to the submission deadline.
2. If awarded funds, Cities agree that GNS will administer and implement on behalf of the County the P&P program in their jurisdiction to assist Low to Moderate Income Individuals with fresh and frozen protein and produce in the opposite months of GNS' USDA commodities distribution.
3. If awarded funds, the Cities will not be financially responsible for or beholden to the standard agreement between the County and HCD.
4. The Cities agree to allow the County and GNS to conduct the P&P program in the Cities jurisdictions without hinderance or obligation to the Cities.
5. As the applicant, the County shall:
 - a. Agree to submit the Grant and will be the Grant recipient responsible to administer the Grant, be accountable to HCD for proper expenditure of the funds and will be the point of contact for MOU Parties.
 - b. Develop subrecipient agreement with GNS, the subrecipient, to prepare the application and conduct regular administration, management, and implementation of the Grant.
6. As a subrecipient, GNS shall:
 - a. Provide appropriate, qualified staff to implement and manage the work plan, who will incur the costs of salaries, benefits, use of equipment and expenses related to eligible activity delivery costs.
 - b. Purchase and deliver food for the P&P Program.
 - c. Lead program outreach, activity delivery, and beneficiary engagement.
 - d. Coordinate P&P delivery locations and implement subrecipient agreements and MOUs with The Siskiyou Community Resource Centers and distribution sites. The preliminary distribution sites are:

Organization/ Distribution Jurisdiction	Jurisdiction/Areas Served	HH Served per Distribution
Dorris Lions Club/ Dorris	Macdoel and other small communities in Butte Valley	100
Dunsmuir CRC/ Dunsmuir	Dunsmuir and outlying residential areas	100

Valley Oaks Senior Center (Greenview)/ County	Etna, Fort Jones, Greenview, Quartz Valley and Klamath River communities, Salmon River, Cecilville, Horse Creek, Somes Bar and Seiad Valley	110
Happy Camp Community Action Center/ County	Happy Camp, Klamath River communities, Salmon River, Cecilville, Horse Creek, Somes Bar and Seiad Valley	40
Hornbrook Community Bible Church/ County	Hornbrook and communities north and east of Yreka	70
McCloud American Legion (McCloud CRC)/ County	McCloud and outlying residential areas	70
Montague Methodist Church/ Montague	Montague and other Shasta Valley towns, including Grenada, Gazelle, Shasta Valley communities	50
Mt. Shasta CRC/ Mt. Shasta	Mt. Shasta and outlying residential areas	100
TEACH/ Tulelake	Tulelake and surrounding communities in far eastern Siskiyou County	125
GNS/ Weed	Weed and the Shasta Valley communities to the north, including Grenada, Gazelle, Big Springs, Shasta Valley communities	35
Yreka CRC/ Yreka	serving Yreka and outlying areas around Yreka, portions of Klamath River communities and residents of Shasta Valley communities	140
Total HH Served per Distribution		940

7. This MOU may be amended only by mutual written agreement of all parties.

GENERAL PROVISIONS

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be Siskiyou County Superior Court in Siskiyou County, California.

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

E. Sovereign Immunity. The County of Siskiyou, the Cities of Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt. Shasta, Tulelake, Weed, and Yreka and Great Northern Services and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall incur solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

G. CDBG Program Terms and Conditions. The Parties agree that the County of Siskiyou will administer all funding and activities identified in this MOU in compliance with the Standard Agreement executed with HCD for said activities and funding. The Parties agree that the County of Siskiyou shall be the sole applicant and executor of the HCD's Standard Agreement. It is the responsibility of the Parties to this MOU to communicate and transfer performance and regulatory requirements to applicable Parties, including contractors and subrecipients. Failure to administer funds and or activities in accordance with HUD regulations, and the terms and conditions identified in the applicable Standard Agreement will result in performance penalties toward the County of Siskiyou, and may result in repayment of expended CDBG funds in the event that the costs were determined to be ineligible, or that the funds failed to meet a National Objective, as identified in title 42 of United States Code, Section 5301 and title 24 of the Code of Federal Regulations section 570.483.

IN WITNESS WHEREOF, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

COUNTY OF SISKIYOU

BY: _____

DATE: _____

Rick Dean, Director of Community Development

CITY OF DORRIS

BY: _____

DATE: _____

Joanna Wynant, City Administrator

CITY OF DUNSMUIR

BY: _____

DATE: _____

Dustin Rief, City Manager

CITY OF ETNA

BY: _____

DATE: _____

Jeff Mitchem, City Administrator

TOWN OF FORT JONES

BY: _____

DATE: _____

Cherie Stephen, Interim City Administrator

CITY OF MONTAGUE

BY: _____

DATE: _____

Dave Dunn, City Administrator

CITY OF MT. SHASTA

BY: _____

DATE: _____

Muriel Terrell, Finance Director

CITY OF WEED

BY: _____

DATE: _____

Steven Baker, Interim City Manager

CITY OF TULELAKE

BY: _____

Jenny Coelho, City Administrator

DATE: _____

CITY OF YREKA

BY: _____

Jason Ledbetter, City Manager

DATE: _____

GREAT NORTHERN SERVICES

BY: _____

Marie-Josée Wells, Executive Director/CEO

DATE: _____

CITY OF WEED CITY COUNCIL
SPECIAL MEETING MINUTES
OCTOBER 10, 2024

The City Council of the City of Weed held a special meeting on Thursday October 10, 2024, at 5:04pm in the Council Chambers at City Hall. Mayor Darrell Parham called the meeting to order and led recitation of the Pledge of Allegiance. Present, in addition to Mayor Parham, were Council Members Mark Mazzoni, Ken Palfini, and Susan Tavalero. Also present were Interim City Manager Steve Baker, City Attorney David Ruderman, City Clerk Sandra Duchi, Finance Director Jill Porterfield, Sergeant Jared Klomprens, Acting Public Works Director Chris Davis, and Fire Chief Steve Duncan.

Council Member Palfini moved to excuse Council Member Hall. Council Member Tavalero seconded the motion, and the vote was:

AYES: Council Member Mazzoni, Palfini, Parham, and Tavalero

NOES: None

ABSENT: Council Member Hall

Council Member Hall was absent from roll call but arrived at 5:25pm

PUBLIC COMMENT

There was none.

ADJOURN TO CLOSED SESSION

Mayor Parham announced a conflict of interest and recused himself from the closed session.

Council Adjourned to closed session at 5:05pm.

CLOSED SESSION

A. Conference With Legal Counsel; Anticipated Litigation

(Gov. Code § 54956.9(d)(4)) Number of Cases: 1.

Council Member Tavalero moved to adjourn to open session at 5:42pm. Council Member Palfini seconded the motion, and the vote was:

AYES: Council Member Hall, Mazzoni, Palfini, and Tavalero

NOES: None

ABSENT: None

ABSTAIN: Council Member Parham

City Attorney Ruderman announced in open session The Council provided direction to initiate an action and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties.

Mayor

ATTEST:

City Clerk

CITY OF WEED CITY COUNCIL
REGULAR MEETING MINUTES
OCTOBER 10, 2024

The City Council of the City of Weed held a regular meeting on Thursday, October 10, 2024, at 5:43 pm following the closed session in the Council Chambers at City Hall. Mayor Darrell Parham called the meeting to order. Present, in addition to Mayor Parham, were Council Members Bob Hall, Mark Mazzoni, Ken Palfini, and Susan Tavalero. Also present were Interim City Manager Steven W. Baker, City Attorney David Ruderman, Police Chief Justin Mayberry, Finance Director Jill Porterfield, Public Works Supervisor Chris Davis, Fire Chief Steve Duncan, and City Clerk Sandra Duchi

III. ACCEPTANCE OF AGENDA/URGENCY ITEMS

Council Member Tavalero requested Item VI. B. be kept as an open item due to potential delay in attendance of presenter, then moved to accept the agenda. Council Member Hall seconded the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

IV. NON-AGENDA PUBLIC COMMENT

Bruce Ross, District Director for the Dahle office discussed a bill their office has been trying to pass to waive taxes on settlement monies received from disasters such as the Mill Fire.

V. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Tavalero reported attending the LOLA dinner on October 9, 2024, there will be a Siskiyou Golden Fair Board Meeting October 15, 2024 to discuss moving the fair from August to June, November 1, 2024 construction will stop for the winter on I5, the STAGE is looking to add a bus run to the ski park on Saturday's, October 26, 2024 is the annual Trunk or Treat with a haunted house at 193 Main Street, and reported she participated in the Roll, Bike, Walk to school on October 9, 2024. Council Member Palfini reported the opening of the Collier Interpretive Center's walking trail has been postponed. Council Member Parham reported the trunk of treat is October 26 on Main Street from Inez St to Alamo Ave.

VI. PROCLAMATIONS AND PRESENTATIONS

A. First 5 Siskiyou Proclamation of the 17th Annual "Read Across Siskiyou". Karen Potts, Executive Director for First 5 discussed Read Across Siskiyou, and introduced Alan Carver, who is their Chair. Mayor Parham read the proclamation.

B. Jon Ray, Superintendent and Principal of the Weed Elementary School discussed the Elementary Schools Ballot Measure Y. Jon Ray discussed the Measure Y that will be on the November 2024 ballot and the reasons behind the measure. Council Members questions were asked and answered.

VII. CONSENT AGENDA

Mayor Parham read the consent agenda and asked if any member would like to pull any items from the consent agenda. There were none and all items were considered inclusive.

- A. Administration – by Motion, Council considered the 2024 Holiday closure schedule.
- B. By Motion – Approved minutes from September 12, 2024, Regular Meeting, and September 18, 2024, Special Meeting.
- C. By Motion - Approved payment warrants dated 9/12/24 through 9/24/24 including any voided warrants totaling \$1,002,290.53.
- D. By Motion – Approved and file month end report for September 2024.

Council Member Tavalero moved to approve the consent agenda. Council Member Mazzoni seconded the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

IX. PUBLIC HEARING

A. The Council held a public hearing for the adoption of Resolution No.43-2024 approving the adoption of the 2023-2031 City of Weed Housing Element Update, Zoning District Regulations, adopt the Notice of Exemption pursuant to Section 15601 (b)(3); move for introduction and first reading, by title only, of Ordinance No.477-2024 Zoning Text Amendments. Jennifer Gastelum from PlaceWorks presented the staff report. Mayor Parham opened the public hearing at 6:34pm. There were no proponents nor opponents to the Housing Element Update. The public hearing was closed at 6:34pm. Council Member Mazzoni move to adopt Resolution No. 43-2024. Council Member Tavalero seconded the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

Council Member Tavalero moved for introduction and first reading, by title only, of Ordinance No. 477-2024. Council Member Mazzoni seconded the motion and the voted was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

X. COUNCIL BUSINESS

A. Administrative –Council considered entering into a Joint Powers Agreement (JPA) with the Siskiyou Transportation Agency. Interim City Manager Baker presented the staff report. Melissa Cummings from the Transportation Commission discussed the JPA. Council Members questions were asked and answered. Council Member Tavalero moved to approve entering into the JPA agreement. Council member Hall seconded the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

B. **Administrative** – Council considered introduction and first reading, by title only, of Ordinance No. 478-2024 relinquishing responsibility for enforcement of the Mobilehome Act and Special Occupancy Park Act. Interim City Manager Baker presented the staff report. Council Members questions were asked and answered. Council Member Mazzoni moved for first reading and introduction, by title only, of Ordinance No. 478-2024. Council Member Tavalero seconded the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

C. **Public Safety** – Council considered approval of an encroachment permit for the Weed High School Homecoming Parade Route October 18, 2024. Sergeant Klomparens presented the staff report. Council Member Tavalero moved to approve the parade route. Council Member Palfini seconded the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

D. **Public Safety** – Council considered approval of an encroachment permit for the Weed Chamber of Commerce annual Trunk or Treat from Inez Street to Alamo October 26, 2024. Sergeant Klomparens presented the staff report. Council Member Palfini moved to approve the closure of Main Street for the 2024 Trunk or Treat. Council Member Tavalero second the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

XI. STAFF REPORTS

Fire reported receiving the CDA 3 Grant to purchase a defibrillator for the high school and handheld radios, and reported all sleeper positions are filled. Public Works reported there will be a public meeting October 23, 2024 at 3:00 pm to discuss the two USDA Grants the city has applied for, the Water Bypass project is currently on Main Street so if additional parking is needed please use the parking lot at Inez and Clay Streets, the replacement clock for Main Street is in construction. City Clerk congratulated John Pemberton on his retirement. Interim City Manager reported Legend 295 Inc has withdrawn their paraphernalia license, and the solar panels at city hall have been restored. City Attorney reported he will be attending the League of CA Cities Conference in Long Beach.

Council Member Mazzoni moved to adjourn to closed session at 7:00pm. Council Member Hall seconded the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

XIII. CLOSED SESSION

A. Conference with Labor Negotiator(s) (§54957.6)

Negotiators: Interim City Manager Steven W. Baker and Police Chief Justin Mayberry
Teamsters Local 137

XIV. ADJOURN TO OPEN SESSION

Announcement of action taken, if any, by the City Council in Closed Session required by the Ralph. M. Brown Act (Gov. Code, §§ 54950 et seq.)

Council Member Hall moved to adjourn to open session. Council Member Mazzoni seconded the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

Interim City Manager announced direction was given to staff.

XV. ADJOURNMENT

Council Member Hall moved to adjourn the meeting. Council Member Tavalero seconded the motion, and the vote was:

AYES: Council Members Hall, Mazzoni, Palfini, Parham, and Tavalero.

NOES: None

ABSENT: None

ABSTAIN: None

SINE DIE 8:31 pm

Mayor

ATTEST:

City Clerk

Check Number	GL Period	Check Issue Date	Vendor Number	Payee	Amount
10863	10/24	10/09/2024	993834	ADDY ELECTRIC	5,200.00
10864	10/24	10/09/2024	993381	Airgas USA, LLC	276.48
10865	10/24	10/09/2024	991521	AMERICAN DOOR CO.	750.00
10866	10/24	10/09/2024	991807	BATTERY SYSTEMS, INC.	504.76
10867	10/24	10/09/2024	991886	BENEFIT & RISK MANAGEMENT	772.74
10868	10/24	10/09/2024	992323	BRIAN CARTER	450.00
10869	10/24	10/09/2024	992354	CALIFORNIA BUILDING	376.74
10870	10/24	10/09/2024	992090	CALIFORNIA SAFETY COMPANY	300.00
10871	10/24	10/09/2024	310	CAL-ORE COMMUNICATIONS	637.35
10872	10/24	10/09/2024	993883	CARRION, BRIAN	517.90
10873	10/24	10/09/2024	993935	CARSON, WYATT	216.85
10874	10/24	10/09/2024	993075	CASELLE	4,554.00
10875	10/24	10/09/2024	993944	CHAMBERLAIN, WILLIAM	257.21
10876	10/24	10/09/2024	993547	CHARLES W PILLON	525.00
10877	10/24	10/09/2024	991357	CITY OF MONTAGUE	200.00
10878	10/24	10/09/2024	992635	E & S ENGINEERS & SURVEYORS	16,515.00
10879	10/24	10/09/2024	992635	E & S ENGINEERS & SURVEYORS	4,719.50
10880	10/24	10/09/2024	516	ERICKSON VALERO	541.20
10881	10/24	10/09/2024	516	ERICKSON VALERO	1,467.79
10882	10/24	10/09/2024	992986	EZ JANITORIAL	235.00
10883	10/24	10/09/2024	993214	FAMILY AND COMMUNITY RESOURCE	440.00
10884	10/24	10/09/2024	1325	FIRST BANKCARD	857.74
10885	10/24	10/09/2024	992136	KELLIE POWER	925.00
10886	10/24	10/09/2024	993636	KHAMPHONE SIVONGSA	36.85
10887	10/24	10/09/2024	993500	MOUNTAIN VALLEYS HEALTH CENTERS	309.00
10888	10/24	10/09/2024	993692	NAPA AUTO PARTS	389.31
10889	10/24	10/09/2024	992950	NORTHERN CALIFORNIA GLOVE CO	354.81
10890	10/24	10/09/2024	990779	PACE ANALYTICAL SERVICES LLC	561.44
10891	10/24	10/09/2024	1600	PACIFIC POWER & LIGHT CO.	11,854.18
10892	10/24	10/09/2024	993945	PECKHAM & MCKENNEY	9,166.66
10893	10/24	10/09/2024	993560	RICK FRIEDMAN	300.00
10894	10/24	10/09/2024	1997	S.C.O.R.E.	168.00
10895	10/24	10/09/2024	993924	SERVPRO OF NORTH SHASTA	12,138.30
10896	10/24	10/09/2024	993563	SHAWN JOLE	57.84
10897	10/24	10/09/2024	1919	SISKIYOU COUNTY	50.00
10898	10/24	10/09/2024	991815	SISKIYOU COUNTY ECONOMIC	2,610.13
10899	10/24	10/09/2024	2332	SOLANO'S INC.	835.65
10900	10/24	10/09/2024	1914	SOUSA READY MIX, INC.	153.49
10901	10/24	10/09/2024	992464	SOUTH WEED VALERO	1,348.93
10902	10/24	10/09/2024	992464	SOUTH WEED VALERO	1,264.34
10903	10/24	10/09/2024	990246	SPORTSMEN'S DEN	44.71
10904	10/24	10/09/2024	993943	STARRITT STUDIO	100.00
10905	10/24	10/09/2024	993946	STEPHANIE AQUILA	13.37
10906	10/24	10/09/2024	992066	TIMBERWORKS	736,570.60
10907	10/24	10/09/2024	993066	U.S. CELLULAR	561.43
10908	10/24	10/09/2024	1932	UNION PACIFIC RAILROAD	677.88
10909	10/24	10/09/2024	1932	UNION PACIFIC RAILROAD	1,000.00
10910	10/24	10/09/2024	992428	US BANK	1,059.96
10911	10/24	10/09/2024	992476	VERIZON	25.02
10912	10/24	10/09/2024	991678	VESTIS	166.68
10913	10/24	10/09/2024	2331	WEED MUSEUM	1,840.00
10914	10/24	10/09/2024	992920	WEED RECREATION & PARKS DISTRICT	9,107.92
10915	10/24	10/09/2024	993359	WEED VISITOR'S CENTER	7,865.00
100124001	10/24	10/01/2024	993186	CalPERS	430.28
1001024001	10/24	10/10/2024	993186	CalPERS	200.00

Check Number	GL Period	Check Issue Date	Vendor Number	Payee	Amount
Grand Totals:					842,502.04

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Check Number	GL Period	Check Issue Date	Vendor Number	Payee	Amount
10931	10/24	10/25/2024	1009	A T & T CALNET	746.01
10932	10/24	10/25/2024	1024	ADVANTAGE PAVING & EXCAVATING, INC.	1,671.81
10933	10/24	10/25/2024	1180	CAPITAL LIVE SCAN	90.00
10934	10/24	10/25/2024	1252	COLANTUONO, HIGHSMITH & WHATLEY PC	7,966.92
10935	10/24	10/25/2024	1257	COMCAST	414.72
10936	10/24	10/25/2024	1336	DON ERICKSON	2,519.55
10937	10/24	10/25/2024	1370	ENPLAN	1,750.00
10938	10/24	10/25/2024	1388	FAMILY AND COMMUNITY RESOURCE	5,400.00
10939	10/24	10/25/2024	1414	GANNETT CALIFORNIA LOCALIQ	26.00
10940	10/24	10/25/2024	1414	GANNETT CALIFORNIA LOCALIQ	45.00
10941	10/24	10/25/2024	1435	GOVINVEST INC	4,925.56
10942	10/24	10/25/2024	1438	GREAT NORTHERN SERVICES	1,996.60
10943	10/24	10/25/2024	1460	HIGHWAY SPECIALTY CO. INC.	11,875.00
10944	10/24	10/25/2024	1496	J & J PUMPS INC.	21,811.60
10945	10/24	10/25/2024	1536	JENNIFER TAYLOR, SISKIYOU	63.00
10946	10/24	10/25/2024	1553	JOHN PEMBERTON	10.45
10947	10/24	10/25/2024	1640	LIFE ASSIST	438.12
10948	10/24	10/25/2024	1735	MSC INDUSTRIAL SUPPLY CO	197.83
10949	10/24	10/25/2024	1766	NETWORK ONE	6,310.00
10950	10/24	10/25/2024	1808	PACE ANALYTICAL SERVICES LLC	1,015.20
10951	10/24	10/25/2024	1809	PACE CIVIL INC.	40,300.00
10952	10/24	10/25/2024	1809	PACE CIVIL INC.	1,759.25
10953	10/24	10/25/2024	1809	PACE CIVIL INC.	682.00
10954	10/24	10/25/2024	1809	PACE CIVIL INC.	62.00
10955	10/24	10/25/2024	1809	PACE CIVIL INC.	1,302.00
10956	10/24	10/25/2024	1809	PACE CIVIL INC.	2,123.00
10957	10/24	10/25/2024	1813	PACIFIC POWER & LIGHT CO.	3,882.20
10958	10/24	10/25/2024	1815	PALACIOS LAW OFFICE	200.00
10959	10/24	10/25/2024	1847	PLACEWORKS	9,478.21
10960	10/24	10/25/2024	1847	PLACEWORKS	275.00
10961	10/24	10/25/2024	1847	PLACEWORKS	275.00
10962	10/24	10/25/2024	1847	PLACEWORKS	550.00
10963	10/24	10/25/2024	1871	RAILROAD MANAGEMENT	6,978.28
10964	10/24	10/25/2024	1880	RAY ARKIE	685.00
10965	10/24	10/25/2024	1881	RAY-MAC MECHANICAL	155.00
10966	10/24	10/25/2024	2022	SISKIYOU COUNTY	76.26
10967	10/24	10/25/2024	2044	SKINNERS TRUCK REPAIR	331.31
10968	10/24	10/25/2024	2059	SPRINGBROOK HOLDING CO. LLC	3,360.00
10969	10/24	10/25/2024	2065	STAPLES ADVANTAGE	178.41
10970	10/24	10/25/2024	2177	VERIZON	1,678.36
10971	10/24	10/25/2024	2178	VESTIS	83.34
10232401	10/24	10/25/2024	1175	CalPERS	27,554.67
1001024001	10/24	10/10/2024	1175	CalPERS	200.00
Grand Totals:					171,442.66

CITY OF WEED
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
10-001-301 SECURED TAXES	.00	.00	485,000.00	485,000.00	.0
10-001-302 UNSECURED TAXES	25,722.48	25,722.48	22,650.00	(3,072.48)	113.6
10-001-303 HOMEOWNER'S EXEMPTION	.00	.00	5,400.00	5,400.00	.0
10-001-304 SALES TAX/PUB SAFETY/PROP 172	3,656.24	3,656.24	14,600.00	10,943.76	25.0
10-001-305 SALES TAX	119,028.69	240,405.50	1,410,000.00	1,169,594.50	17.1
10-001-306 S.M.I. TAX	1.78	87.66	500.00	412.34	17.5
10-001-307 TOT (TRANSIENT OCCUPANCY TAX)	68,311.38	68,311.38	358,240.00	289,928.62	19.1
10-001-310 CANNABIS TAX	7,155.21	21,610.75	83,011.00	61,400.25	26.0
10-001-311 MELLO-ROOS TAX	.00	.00	2,800.00	2,800.00	.0
10-001-320 BUSINESS LICENSES	237.10	237.10	10,500.00	10,262.90	2.3
10-001-321 BUILDING PERMITS	293.02	5,148.81	26,000.00	20,851.19	19.8
10-001-322 PLUMBING PERMITS	.00	255.30	750.00	494.70	34.0
10-001-323 ELECTRICAL PERMITS	.00	295.13	1,500.00	1,204.87	19.7
10-001-324 PLANNING FEES	6,644.26	9,073.14	25,000.00	15,926.86	36.3
10-001-325 ANIMAL LICENSES & IMPOUND FEES	30.00	750.00	2,000.00	1,250.00	37.5
10-001-328 DISPENSARY FEES	.00	.00	200.00	200.00	.0
10-001-329 BURN PERMITS	.00	100.00	150.00	50.00	66.7
10-001-330 INTEREST	11,379.16	45,444.51	250,000.00	204,555.49	18.2
10-001-334 FRANCHISE TAXES	20,594.77	20,594.77	193,144.00	172,549.23	10.7
10-001-338 SALE OF PROP & EQUIP	.00	.00	30,000.00	30,000.00	.0
10-001-339 LIBRARY FINES/FEES	358.00	358.00	1,500.00	1,142.00	23.9
10-001-340 MOTOR VEHICLE LICENSE FEES-VLF	.00	.00	340,000.00	340,000.00	.0
10-001-342 DOCUMENTARY TAX	529.37	1,181.39	4,000.00	2,818.61	29.5
10-001-343 VARIOUS COUNTY TAXES	177.62	1,269.14	750.00	(519.14)	169.2
10-001-346 MISC REV'S/FEES/REFUNDS	116.50	430.50	1,200.00	769.50	35.9
10-001-347 SCTID TOT 2% ADMIN FEE	340.52	340.52	1,800.00	1,459.48	18.9
10-001-348 PARKING TICKETS	855.00	4,580.00	8,200.00	3,620.00	55.9
10-001-349 SPECIAL POLICE SERVICES	1,298.60	1,413.60	500.00	(913.60)	282.7
10-001-351 AB1913 COPS/AB1740 CLEEP ST OF	.00	.00	133,946.00	133,946.00	.0
10-001-353 COS PARKING ENFORCEMENT	712.22	2,163.92	8,000.00	5,836.08	27.1
10-001-354 RENTS	433.76	3,735.20	12,000.00	8,264.80	31.1
10-001-357 GEN DONATIONS PRIVATE	.00	10,033.80	.00	(10,033.80)	.0
10-001-358 COS-FIRE DEPT CONSLT	.00	21,000.00	10,000.00	(11,000.00)	210.0
10-001-359 CONCEALED WEAPONS PERMIT	.00	169.00	600.00	431.00	28.2
10-001-360 BOOKING FEES/REIMB.	(24.66)	7,912.27	100.00	(7,812.27)	7912.3
10-001-362 OUTSIDE-FIRE PROTECTION	6,626.43	85,977.98	290,000.00	204,022.02	29.7
10-001-363 SCORE RETURN DEPOSIT	.00	1,097.00	32,000.00	30,903.00	3.4
10-001-365 EF RECOVERY - FIRE DEPT	.00	252.24	.00	(252.24)	.0
10-001-367 EQUIPMENT REIMBURSEMENT - FIRE	1,147.37	48,683.43	110,000.00	61,316.57	44.3
10-001-369 BUILDING INSP REIMB	1,193.34	3,043.20	10,000.00	6,956.80	30.4
10-001-384 TRANSFERS IN	.00	.00	511,014.00	511,014.00	.0
10-001-389 GRANT REVENUE	.00	(70,732.65)	15,000.00	85,732.65	(471.6)
TOTAL REVENUE	276,818.16	564,601.31	4,412,055.00	3,847,453.69	12.8

CITY OF WEED
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE 413</u>					
10-413-327	ADMINISTRATIVE FEES	263.69	15,567.76	6,500.00	(9,067.76)	239.5
	TOTAL SOURCE 413	263.69	15,567.76	6,500.00	(9,067.76)	239.5
	<u>SOURCE 420</u>					
10-420-364	SAFER GRANT	.00	.00	143,838.00	143,838.00	.0
	TOTAL SOURCE 420	.00	.00	143,838.00	143,838.00	.0
	<u>SOURCE 422</u>					
10-422-357	GEN DONATIONS PRIVATE/GRANTS	.00	(10,706.25)	.00	10,706.25	.0
	TOTAL SOURCE 422	.00	(10,706.25)	.00	10,706.25	.0
	<u>SOURCE 427</u>					
10-427-357	GEN DONATIONS PRIVATE/GRANTS	.00	50.00	.00	(50.00)	.0
	TOTAL SOURCE 427	.00	50.00	.00	(50.00)	.0
	<u>POLICE - FORFEITURE FUNDS</u>					
10-428-330	INTEREST	.00	.00	10,200.00	10,200.00	.0
10-428-368	POLICE - FORFEITURE FUNDS	.00	.00	100,000.00	100,000.00	.0
	TOTAL POLICE - FORFEITURE FUNDS	.00	.00	110,200.00	110,200.00	.0
	TOTAL FUND REVENUE	277,081.85	569,512.82	4,672,593.00	4,103,080.18	12.2

CITY OF WEED
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY COUNCIL</u>					
10-410-401 SALARIES	1,300.00	3,900.00	15,600.00	11,700.00	25.0
10-410-415 UNEMPLOYMENT	.00	.00	250.00	250.00	.0
10-410-420 SOCIAL SECURITY	99.47	397.88	1,194.00	796.12	33.3
10-410-423 INSURANCE- WKRS COMP	.00	.00	864.00	864.00	.0
10-410-433 MEMBERSHIPS & DUES	.00	.00	100.00	100.00	.0
10-410-437 MEETINGS & TRAVEL	120.00	1,600.00	6,800.00	5,200.00	23.5
10-410-448 SPECIAL DEPT. EXPENSES	.00	103.14	2,500.00	2,396.86	4.1
10-410-495 DEPT. TRAINING	.00	.00	500.00	500.00	.0
10-410-517 TRANS IN GEN GOV COSTS	.00	.00	(8,116.00)	(8,116.00)	.0
TOTAL CITY COUNCIL	1,519.47	6,001.02	19,692.00	13,690.98	30.5
<u>ADMINISTRATION</u>					
10-411-401 SALARIES	19,291.80	106,528.49	308,000.00	201,471.51	34.6
10-411-403 COMMUNICATIONS	243.40	940.43	3,400.00	2,459.57	27.7
10-411-404 OFFICE SUPPLIES	.00	736.98	1,200.00	463.02	61.4
10-411-420 SOCIAL SECURITY	1,467.79	8,940.69	23,562.00	14,621.31	38.0
10-411-421 P.E.R.S.	3,851.59	17,618.27	52,000.00	34,381.73	33.9
10-411-422 INSURANCE-HEALTH	2,593.56	11,797.85	51,000.00	39,202.15	23.1
10-411-423 INSURANCE- WKRS COMP	.00	10.89	16,208.00	16,197.11	.1
10-411-433 MEMBERSHIPS & DUES	.00	.00	1,600.00	1,600.00	.0
10-411-436 ADV/PRINT/PUBLICATIONS	.00	1,343.00	4,500.00	3,157.00	29.8
10-411-437 MEETINGS & TRAVEL	40.00	40.00	1,500.00	1,460.00	2.7
10-411-448 SPECIAL DEPT. EXPENSES	.00	487.48	7,000.00	6,512.52	7.0
10-411-457 OUTSIDE SER/CONTR/CONSULT	9,166.66	9,332.74	180,000.00	170,667.26	5.2
10-411-495 DEPT. TRAINING	.00	.00	500.00	500.00	.0
10-411-496 VEHICLE OPER & MAINTENANCE	.00	.00	4,800.00	4,800.00	.0
10-411-517 TRANS IN GEN GOV COSTS	.00	.00	(253,725.00)	(253,725.00)	.0
TOTAL ADMINISTRATION	36,654.80	157,776.82	401,545.00	243,768.18	39.3
<u>PLANNING</u>					
10-412-403 COMMUNICATIONS	.00	.00	50.00	50.00	.0
10-412-436 ADV/PRINT/PUBLICATIONS	71.00	297.00	500.00	203.00	59.4
10-412-437 MEETINGS & TRAVEL	.00	.00	200.00	200.00	.0
10-412-448 SPECIAL DEPT. EXPENSES	150.00	317.51	1,200.00	882.49	26.5
10-412-457 OUTSIDE SER/CONTR/CONSULT	10,578.21	30,623.21	72,000.00	41,376.79	42.5
TOTAL PLANNING	10,799.21	31,237.72	73,950.00	42,712.28	42.2

CITY OF WEED
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>					
10-413-401 SALARIES	15,317.55	60,817.97	199,128.00	138,310.03	30.5
10-413-403 COMMUNICATIONS	336.74	1,293.38	4,300.00	3,006.62	30.1
10-413-404 OFFICE SUPPLIES	.00	316.18	3,500.00	3,183.82	9.0
10-413-406 POSTAGE	.00	74.83	2,200.00	2,125.17	3.4
10-413-420 SOCIAL SECURITY	1,150.54	5,147.29	15,233.00	10,085.71	33.8
10-413-421 P.E.R.S.	3,714.55	15,254.22	40,000.00	24,735.78	38.2
10-413-422 INSURANCE-HEALTH	5,381.78	20,497.78	60,000.00	39,502.22	34.2
10-413-423 INSURANCE- WKRS COMP	.00	.00	10,373.00	10,373.00	.0
10-413-432 MAINTENANCE/EQUIPMENT	.00	.00	350.00	350.00	.0
10-413-433 MEMBERSHIPS & DUES	.00	4.99	.00	4.99	.0
10-413-437 MEETINGS & TRAVEL	.00	.00	100.00	100.00	.0
10-413-448 SPECIAL DEPT. EXPENSES	.00	13.89	3,500.00	3,486.11	.4
10-413-457 OUTSIDE SER/CONTR/CONSULT	8,439.00	56,937.05	67,794.00	10,856.95	84.0
10-413-475 CAPITAL OUTLAY	.00	.00	70,464.00	70,464.00	.0
10-413-517 TRANS IN GEN GOV COSTS	.00	.00	(251,785.00)	(251,785.00)	.0
10-413-999 SERVICE CHARGE	1,319.38	4,203.10	16,000.00	11,796.90	26.3
TOTAL FINANCE	35,659.54	164,570.68	241,157.00	76,586.32	68.2
<u>CITY ATTORNEY</u>					
10-414-441 ATTORNEY SERVICES	7,966.92	76,265.80	90,000.00	13,734.20	84.7
10-414-457 OUTSIDE SER/CONT/CONSULTANT	.00	40.00	.00	(40.00)	.0
10-414-517 TRANS IN GEN GOV COSTS	.00	.00	(22,500.00)	(22,500.00)	.0
TOTAL CITY ATTORNEY	7,966.92	76,305.80	67,500.00	(8,805.80)	113.1
<u>GOVERNMENT BUILDINGS</u>					
10-416-401 SALARIES	2,611.08	8,943.08	35,000.00	26,056.92	25.6
10-416-408 UTILITIES	1,779.49	7,893.75	33,000.00	25,106.25	23.9
10-416-414 MAINTENANCE-BLDG & GROUNDS	5,565.00	5,909.57	5,000.00	(909.57)	118.2
10-416-420 SOCIAL SECURITY	199.01	697.78	2,678.00	1,980.22	26.1
10-416-421 P.E.R.S.	291.55	1,010.72	2,500.00	1,489.28	40.4
10-416-422 INSURANCE-HEALTH	329.33	684.64	1,000.00	315.36	68.5
10-416-423 INSURANCE- WKRS COMP	.00	3.02	216.00	212.98	1.4
10-416-440 JANITORIAL CONTRACT	925.00	3,700.00	12,025.00	8,325.00	30.8
10-416-448 SPECIAL DEPT. EXPENSES	434.35	2,744.35	8,500.00	5,755.65	32.3
10-416-457 OUTSIDE SER/CONTR/CONSULT	155.00	13,093.30	5,000.00	(8,093.30)	261.9
10-416-476 DEBT SERVICE - PRINCIPLE	.00	.00	41,500.00	41,500.00	.0
10-416-483 DEBT SERVICE - INTEREST	.00	.00	6,510.00	6,510.00	.0
10-416-517 TRANS IN GEN GOV COSTS	.00	.00	(39,053.00)	(39,053.00)	.0
TOTAL GOVERNMENT BUILDINGS	12,289.81	44,680.21	113,876.00	69,195.79	39.2

CITY OF WEED
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DRAINAGE</u>					
10-417-448 SPECIAL DEPT. EXPENSES	.00	6,580.50	1,500.00	(5,080.50)	438.7
10-417-453 ENGINEERING	3,425.00	7,722.00	25,000.00	17,278.00	30.9
10-417-457 OUTSIDE SER/CONTR/CONSULT	.00	.00	1,000.00	1,000.00	.0
TOTAL DRAINAGE	3,425.00	14,302.50	27,500.00	13,197.50	52.0
<u>ELECTIONS</u>					
10-418-457 OUTSIDE SER/CONTR/CONSULT	.00	.00	2,300.00	2,300.00	.0
TOTAL ELECTIONS	.00	.00	2,300.00	2,300.00	.0
<u>INSURANCE/NON-DEPARTMENTAL</u>					
10-419-422 INSURANCE-HEALTH	60.00	11,970.35	25,500.00	13,529.65	46.9
10-419-423 INSURANCE- WKRS COMP	.00	104,623.70	.00	(104,623.70)	.0
10-419-425 INSURANCE-LIABILITY	.00	276,108.38	287,680.00	11,571.62	96.0
10-419-428 INS. PROP/EQ-COLL COSTS	.00	131,118.75	112,579.00	(18,539.75)	116.5
10-419-432 MAINTENANCE/EQUIPMENT	3,684.98	26,102.39	45,000.00	18,897.61	58.0
10-419-433 MEMBERSHIPS & DUES	.00	.00	4,700.00	4,700.00	.0
10-419-438 ENTERPRISE ZONE ADMIN	2,500.00	11,249.99	25,000.00	13,750.01	45.0
10-419-443 AUDIT FEES	.00	27,865.41	60,000.00	32,134.59	46.4
10-419-457 OUTSIDE SER/CONTR/CONSULT	4,925.56	6,675.56	10,000.00	3,324.44	66.8
10-419-460 COMMUNITY PROMOTION	.00	2,000.00	4,000.00	2,000.00	50.0
10-419-476 DEBT SERVICE - PRINCIPAL	.00	.00	4,625.00	4,625.00	.0
10-419-483 DEBT SERVICE - INTEREST	.00	.00	772.00	772.00	.0
10-419-517 TRANS IN GEN GOV COSTS	.00	.00	(362,100.00)	(362,100.00)	.0
TOTAL INSURANCE/NON-DEPARTMENTAL	11,170.54	597,714.53	217,756.00	(379,958.53)	274.5
<u>SAFER GRANT</u>					
10-420-401 SALARIES	3,288.00	11,208.00	49,920.00	38,712.00	22.5
10-420-420 SOCIAL SECURITY	251.54	1,003.89	3,819.00	2,815.11	26.3
10-420-421 P.E.R.S.	363.32	1,446.80	5,416.00	3,969.20	26.7
10-420-422 INSURANCE-HEALTH	480.82	2,448.55	9,500.00	7,051.45	25.8
10-420-423 INSURANCE- WKRS COMP	.00	.00	5,000.00	5,000.00	.0
TOTAL SAFER GRANT	4,383.68	16,107.24	73,655.00	57,547.76	21.9

CITY OF WEED
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-421-401 SALARIES	67,564.08	272,645.26	890,000.00	617,354.74	30.6
10-421-402 SALARIES-O/T	3,034.09	11,742.25	45,000.00	33,257.75	26.1
10-421-403 COMMUNICATIONS	901.38	3,310.96	14,000.00	10,689.04	23.7
10-421-404 OFFICE SUPPLIES	.00	514.59	500.00	14.59	102.9
10-421-406 POSTAGE	.00	57.51	1,750.00	1,692.49	3.3
10-421-420 SOCIAL SECURITY	5,290.03	24,024.01	71,528.00	47,503.99	33.6
10-421-421 P.E.R.S.	23,582.28	98,596.39	253,000.00	154,403.61	39.0
10-421-422 INSURANCE-HEALTH	19,670.94	74,330.40	205,000.00	130,669.60	36.3
10-421-423 INSURANCE- WKRS COMP	.00	.00	63,318.00	63,318.00	.0
10-421-429 UNIFORMS/CLEANING/TRAINING	57.84	4,446.61	5,200.00	753.39	85.5
10-421-432 MAINTENANCE/EQUIPMENT	414.72	1,642.77	4,000.00	2,357.23	41.1
10-421-433 MEMBERSHIPS & DUES	.00	.00	400.00	400.00	.0
10-421-434 RENTS & LEASES	529.98	4,365.64	13,800.00	9,434.36	31.6
10-421-436 ADV/PRINT/PUBLICATIONS	.00	.00	100.00	100.00	.0
10-421-437 MEETINGS & TRAVEL	.00	.00	100.00	100.00	.0
10-421-448 SPECIAL DEPT. EXPENSES	3,182.78	22,955.87	50,000.00	27,044.13	45.9
10-421-457 OUTSIDE SER/CONTR/CONSULT	200.00	5,112.84	15,000.00	9,887.16	34.1
10-421-475 CAPITAL OUTLAY	.00	8,401.34	72,880.00	64,478.66	11.5
10-421-476 DEBT SERVICE - PRINCIPAL	.00	.00	4,625.00	4,625.00	.0
10-421-483 DEBT SERVICE - INTEREST	.00	.00	772.00	772.00	.0
10-421-493 MECHANIC/OTHER LABOR	173.04	1,548.33	16,000.00	14,451.67	9.7
10-421-495 DEPT. TRAINING	275.00	275.00	2,500.00	2,225.00	11.0
10-421-496 VEHICLE OPER & MAINTENANCE	2,893.96	9,933.42	60,000.00	50,066.58	16.6
 TOTAL POLICE	 127,770.12	 543,903.19	 1,789,473.00	 1,245,569.81	 30.4

CITY OF WEED
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
10-422-401 SALARIES	24,343.14	104,480.94	270,000.00	165,519.06	38.7
10-422-402 SALARIES-O/T	2,369.62	61,996.60	150,000.00	88,003.40	41.3
10-422-403 COMMUNICATIONS	588.12	1,913.82	15,800.00	13,886.18	12.1
10-422-414 MAINTENANCE-BLDG & GROUNDS	1,013.03	1,563.36	7,500.00	5,936.64	20.8
10-422-415 UNEMPLOYMENT	.00	3,372.47	1,800.00	(1,572.47)	187.4
10-422-420 SOCIAL SECURITY	2,074.48	15,238.63	32,130.00	16,891.37	47.4
10-422-421 P.E.R.S.	2,308.40	8,719.11	26,000.00	17,280.89	33.5
10-422-422 INSURANCE-HEALTH	4,279.08	16,524.82	49,000.00	32,475.18	33.7
10-422-423 INSURANCE- WKRS COMP	.00	(1,896.56)	34,360.00	36,256.56	(5.5)
10-422-429 UNIFORMS/CLEANING/TRAINING	450.00	14,543.35	26,000.00	11,456.65	55.9
10-422-432 MAINTENANCE/EQUIPMENT	2.15	4,210.28	10,000.00	5,789.72	42.1
10-422-433 MEMBERSHIPS & DUES	.00	400.00	1,000.00	600.00	40.0
10-422-436 ADV/PRINT/PUBLICATIONS	.00	.00	150.00	150.00	.0
10-422-437 MEETINGS & TRAVEL	.00	547.36	500.00	(47.36)	109.5
10-422-448 SPECIAL DEPT. EXPENSES	.00	34.01	4,000.00	3,965.99	.9
10-422-457 OUTSIDE SER/CONTR/CONSULT	30.00	2,307.88	13,000.00	10,692.12	17.8
10-422-473 PHYSICAL EXAMS	150.00	150.00	600.00	450.00	25.0
10-422-475 CAPITAL OUTLAY	.00	5,449.34	.00	(5,449.34)	.0
10-422-476 DEBT SERVICE - PRINCIPAL	.00	50,248.00	50,248.00	.00	100.0
10-422-483 DEBT SERVICE - INTEREST	.00	6,293.38	6,293.00	(.38)	100.0
10-422-491 VOLUNTEERS	792.00	3,170.00	.00	(3,170.00)	.0
10-422-493 MECHANIC/OTHER LABOR	.00	176.20	10,000.00	9,823.80	1.8
10-422-495 DEPT. TRAINING	.00	.00	100.00	100.00	.0
10-422-496 VEHICLE OPER & MAINTENANCE	2,627.78	11,683.19	50,000.00	38,316.81	23.4
TOTAL FIRE	41,027.80	311,126.18	758,481.00	447,354.82	41.0
<u>BUILDING INSPECTION</u>					
10-423-401 SALARIES	17,379.86	33,723.61	75,000.00	41,276.39	45.0
10-423-403 COMMUNICATIONS	41.57	124.66	550.00	425.34	22.7
10-423-420 SOCIAL SECURITY	1,318.36	2,770.00	5,738.00	2,968.00	48.3
10-423-421 P.E.R.S.	609.79	2,103.97	6,000.00	3,896.03	35.1
10-423-422 INSURANCE-HEALTH	1,919.47	4,777.50	13,000.00	8,222.50	36.8
10-423-423 INSURANCE- WKRS COMP	.00	.00	4,322.00	4,322.00	.0
10-423-436 ADV/PRINT/PUBLICATIONS	.00	139.27	.00	(139.27)	.0
10-423-448 SPECIAL DEPT. EXPENSES	40.45	463.81	5,500.00	5,036.19	8.4
10-423-457 OUTSIDE SER/CONTR/CONSULT	1,054.00	5,331.00	9,500.00	4,169.00	56.1
10-423-496 VEHICLE OPER & MAINTENANCE	134.13	397.41	1,800.00	1,402.59	22.1
TOTAL BUILDING INSPECTION	22,497.63	49,831.23	121,410.00	71,578.77	41.0

CITY OF WEED
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COPS PROG/AB 1913</u>					
10-425-401 SALARIES	6,607.10	25,351.65	80,000.00	54,648.35	31.7
10-425-402 SALARIES-O/T	.00	30.97	750.00	719.03	4.1
10-425-403 COMMUNICATIONS	83.14	249.32	1,000.00	750.68	24.9
10-425-420 SOCIAL SECURITY	505.46	2,175.55	6,177.00	4,001.45	35.2
10-425-421 P.E.R.S.	1,396.02	5,857.90	13,500.00	7,642.10	43.4
10-425-422 INSURANCE-HEALTH	1,521.80	6,503.57	15,500.00	8,996.43	42.0
10-425-423 INSURANCE- WKRS COMP	.00	.00	5,619.00	5,619.00	.0
10-425-429 UNIFORMS/CLEANING/TRAINING	.00	27.14	200.00	172.86	13.6
10-425-448 SPECIAL DEPT. EXPENSES	.00	793.29	5,000.00	4,206.71	15.9
10-425-449 ANIMAL REGULATION	.00	245.55	750.00	504.45	32.7
10-425-475 CAPITAL OUTLAY	.00	.00	69,428.00	69,428.00	.0
10-425-496 VEHICLE OPER & MAINTENANCE	410.97	1,233.30	5,000.00	3,766.70	24.7
TOTAL COPS PROG/AB 1913	10,624.49	42,468.24	202,924.00	160,455.76	20.9
<u>SENIOR SERVICES</u>					
10-426-496 VEHICLE OPER & MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
TOTAL SENIOR SERVICES	.00	.00	2,500.00	2,500.00	.0
<u>LIBRARY</u>					
10-427-401 SALARIES	3,564.00	15,541.26	47,000.00	31,458.74	33.1
10-427-408 UTILITIES	252.87	1,162.00	5,000.00	3,838.00	23.2
10-427-420 SOCIAL SECURITY	272.64	1,360.32	3,596.00	2,235.68	37.8
10-427-421 P.E.R.S.	206.24	1,161.16	2,400.00	1,238.84	48.4
10-427-422 INSURANCE-HEALTH	1,829.64	7,318.56	2,000.00	5,318.56	365.9
10-427-423 INSURANCE- WKRS COMP	.00	.00	1,729.00	1,729.00	.0
10-427-440 JANITORIAL CONTRACT	.00	705.00	2,820.00	2,115.00	25.0
10-427-448 SPECIAL DEPT. EXPENSES	320.00	1,145.56	37,775.00	36,629.44	3.0
TOTAL LIBRARY	6,445.39	28,393.86	102,320.00	73,926.14	27.8
<u>DEPARTMENT 428</u>					
10-428-448 SPECIAL DEPARTMENTAL EXPENSES	.00	.00	650.00	650.00	.0
TOTAL DEPARTMENT 428	.00	.00	650.00	650.00	.0

CITY OF WEED
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 429</u>					
10-429-401 SALARIES	2,514.00	24,222.75	.00	(24,222.75)	.0
10-429-402 SALARIES-OT	5,098.50	50,423.43	.00	(50,423.43)	.0
10-429-420 SOCIAL SECURITY	582.35	5,699.28	.00	(5,699.28)	.0
10-429-421 P.E.R.S.	61.00	842.85	.00	(842.85)	.0
10-429-422 INSURANCE-HEALTH	512.08	1,281.15	.00	(1,281.15)	.0
10-429-423 INSURANCE - WKRS COMP	.00	33.41	.00	(33.41)	.0
10-429-437 MEETINGS & TRAVEL	1,131.51	2,153.35	.00	(2,153.35)	.0
10-429-496 VEHICLE OPER & MAINTENANCE	.00	681.56	.00	(681.56)	.0
TOTAL DEPARTMENT 429	9,899.44	85,337.78	.00	(85,337.78)	.0
<u>STREET CLEANING</u>					
10-432-401 SALARIES	211.84	939.96	7,500.00	6,560.04	12.5
10-432-402 SALARIES-O/T	.00	963.53	500.00	(463.53)	192.7
10-432-420 SOCIAL SECURITY	15.11	160.43	612.00	451.57	26.2
10-432-421 P.E.R.S.	110.98	470.57	1,700.00	1,229.43	27.7
10-432-422 INSURANCE-HEALTH	55.91	231.77	1,600.00	1,368.23	14.5
10-432-423 INSURANCE- WKRS COMP	.00	.00	216.00	216.00	.0
10-432-448 SPECIAL DEPT. EXPENSES	76.26	76.26	1,500.00	1,423.74	5.1
10-432-496 VEHICLE OPER & MAINTENANCE	609.95	2,801.10	14,000.00	11,198.90	20.0
TOTAL STREET CLEANING	1,080.05	5,643.62	27,628.00	21,984.38	20.4
<u>STREET MAINTENANCE</u>					
10-433-401 SALARIES	15,651.13	48,471.49	125,055.00	76,583.51	38.8
10-433-402 SALARIES-O/T	.00	142.35	263.00	120.65	54.1
10-433-403 COMMUNICATIONS	506.38	1,733.53	5,700.00	3,966.47	30.4
10-433-404 OFFICE SUPPLIES	.00	8.06	.00	(8.06)	.0
10-433-420 SOCIAL SECURITY	1,247.17	4,086.07	9,587.00	5,500.93	42.6
10-433-421 P.E.R.S.	2,522.37	10,578.09	26,648.00	16,069.91	39.7
10-433-422 INSURANCE-HEALTH	3,257.22	8,762.87	18,000.00	9,237.13	48.7
10-433-423 INSURANCE- WKRS COMP	.00	28.66	39,763.00	39,734.34	.1
10-433-448 SPECIAL DEPT. EXPENSES	15,739.94	535,955.72	40,000.00	(495,955.72)	1339.9
10-433-453 ENGINEERING	21,234.50	40,443.25	25,000.00	(15,443.25)	161.8
10-433-475 CAPITAL OUTLAY	.00	10,033.80	.00	(10,033.80)	.0
10-433-496 VEHICLE OPER & MAINTENANCE	1,219.92	4,465.07	35,000.00	30,534.93	12.8
TOTAL STREET MAINTENANCE	61,378.63	664,708.96	325,016.00	(339,692.96)	204.5

CITY OF WEED
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SNOW REMOVAL</u>					
10-434-408 UTILITIES	.00	.00	800.00	800.00	.0
10-434-434 RENTS & LEASES	.00	.00	2,350.00	2,350.00	.0
10-434-448 SPECIAL DEPT. EXPENSES	.00	.00	112.00	112.00	.0
10-434-457 OUTSIDE SER/CONTR/CONSULT	.00	112.01	.00	(112.01)	.0
TOTAL SNOW REMOVAL	.00	112.01	3,262.00	3,149.99	3.4
<u>STREET LIGHTING</u>					
10-440-456 STREET LIGHTING	3,767.44	11,231.81	70,000.00	58,768.19	16.1
TOTAL STREET LIGHTING	3,767.44	11,231.81	70,000.00	58,768.19	16.1
TOTAL FUND EXPENDITURES	408,359.96	2,851,453.40	4,642,595.00	1,791,141.60	61.4
NET REVENUE OVER EXPENDITURES	(131,278.11)	(2,281,940.58)	29,998.00	2,311,938.58	(7607.



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

Department: Chris Davis, Director of Public Works

SWB

Agenda Item Title: Adopt Resolution No. 48-2024 Authorizing the City Manager to enter into Task Order No. 2024-07 Authorizing PACE Engineering to proceed with Street Rehabilitation Design efforts in the Mill Fire Area – Option No. 3

Staff Recommendation: Staff is recommending that the City Council adopt Resolution No 48-2024 authorizing the City Manager to enter into Task Order No. 2024-07 approving PACE Engineering to proceed with the Street Rehabilitation efforts within the Mill Fire Recovery Area. Option #3 will include the greatest number of streets to be repaired.

Summary: Staff has requested PACE Engineering to supply options to address the Mill Fire area roadway improvements. Three options were provided and are listed below along with their projected total project cost and associated design fees.

Option	Streets to be Pulverized, Compacted & Overlaid	Total Project Cost	Design Fee
1	Railroad Ave, Cypress St, Tent Ave, Crestmore Ave, & Grant Ave	\$850,000	\$67,000
2	Railroad Ave, Cypress St, Tent Ave, Crestmore Ave, Grant Ave, Alameda Ave, Kennedy Ave, & W. Lincoln Ave	\$1,300,000	\$95,000
3	Railroad Ave, Cypress St, Tent Ave, Crestmore Ave, Grant Ave, Alameda Ave, Kennedy Ave, W. Lincoln Ave, & Church Ave	\$1,500,000	\$105,000

Fiscal impact:

Design Fee \$105,000.00. This is not a budgeted expense; funds will need to come from Fund 37.

Alternative Actions:

1. Choose another option
2. Postpone proceeding with design efforts
3. Other actions at Council's discretion

Environmental Review:

Undetermined at this time. The design stage will help determining the appropriate level of environmental review for this project.

Attachments:

Resolution No. 48-2024
Task Order No. 2024-07

RESOLUTION NO. 48-2024

A RESOLUTION OF THE CITY OF WEED
APPROVING ADDITIONAL ENGINEERING SERVICES FOR THE
MILL FIRE RECOVERY PAVEMENT REHABILITATION PROJECT

WHEREAS, per Government Code 36505, the City Council appointed PACE Engineering as the City Engineer on May 9, 2019.

WHEREAS, the City of Weed requires the City Engineer to perform additional services;

NOW, THEREFORE, the City Council of the City of Weed resolves as follows:
Authorize the City Manager to approve Task Order #2024-07 for Engineering Services for the Mill Fire Recovery Pavement Rehabilitation Project, attached hereto and marked Exhibit "A", is hereby approved and effective November 14, 2024

I HEREBY CERTIFY the foregoing resolution was introduced and adopted at a regular adjourned meeting of the City Council of the City of Weed, held on the 14^h day of November 2024 by the following vote to wit:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

City of Weed (Task Order Request to "Agreement for City Engineer Services" Between City of Weed and PACE Engineering, Inc., dated May 10, 2019, PACE Job No. 0161.102)				City Project #	
				Task Order#	2024-07
TASK ORDER REQUEST					
A. REQUEST TO: PACE ENGINEERING			PROJECT TITLE: Mill Fire Recovery Pavement Rehabilitation Project		
1. Description of Requested Service:		Provide professional engineering services to complete design, including bid-ready drawings and project manual, for the subject project.			
2. Requested Schedule:		As soon as possible for potential bid and construction in 2025.		3. Approximate Budget:	
				\$105,000 (LUMP SUM)	
4. Requestor:		CHRIS DAVIS		5. Telephone:	
				530-938-5028	
				Department Review:	
		PACE Job No.		0161.112	
B. RESPONSE FROM: PACE				Billing Group No.	
				n/a	
				Computer No.	
				n/a	
1. Description of Service to be Provided:		Same as above.			
2. Schedule to Deliver		As soon as possible for potential bid and construction in 2025.			
3. Budget (Fixed/Estimate)		\$105,000 (LUMP SUM)			
4. Responder:		Curtis Paget Senior Engineer		5. Responder Approval:	
		10/28/2024 Date		<i>Curtis Paget</i>	
				10/28/24 Date	
C. CITY APPROVAL				TOTAL COST:	
1. Comments:				Account #:	
				Account #:	
				Account #:	
2. City Approval:				Finance Certification:	
				Date	



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

Department: Jill Porterfield, Finance Director

Agenda Item Title: Adopt Resolution NO. 49-2024 Approving the Budget Adjustment for Fire Department's Emergency Purchase, Museum Flood Remediation, Engineering, Solar Array Repair, and Private Donation.

Recommendation: Staff recommends City Council adopt Resolution No. 49-2024 Approving Budget Adjustments for the following departments:

Summary:

- Increase expense account 10.422.475 – Capital Outlay by \$5,450.00, for amount paid for an Arizona Vortex Multipad Kit to replace equipment that was broken and unusable.
- Increase expense account 10.416.457 – Outside Services by \$12,139.00, for amount paid to Servpro of North Shasta to complete the flood remediation at the Museum.
- Increase expense account 10.416.414 – Maintenance-Bldg & Grounds by \$5,200.00, for amount paid to Addy Electric to repair the Solar Array at City Hall.
- Increase expense account 10.433.463 – Engineering by \$105,000.00 for Task Order 2024-07 Street Rehabilitation Design efforts in the Mill Fire Area; these funds are from the Roseburg settlement specifically designated for repair projects. (Fund 37)
- Increase revenue account 10.001.357 – Gen Donations Private by \$10,034.00, to include the fair market value of the donation of the Water Buffalo received from 1884 Co. in July.

Fiscal impact:

- Fiscal impact to the General Fund is negative \$115,650.00.
- Fiscal impact for the Museum Remediation to the General Fund is neutral.
- Fiscal impact to the General Fund is positive in the amount of \$10,034.00.

Alternative Actions:

1. Introduce a modified version of the budget adjustment and adopt Resolution.
2. Do not adopt Resolution No. for the budget adjustment(s) and provide direction to staff
3. Council's discretion

Environmental Review:

- N/A

Attachments:

- Resolution No. 49-2024
- Exhibit A

RESOLUTION NO. 49-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED
ADOPTING BUDGET ADJUSTMENTS FOR THE CITY OF WEED FOR FISCAL YEAR 24/25.**

WHEREAS, the City Manager, on or about June 08, 2023, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City of Weed for Fiscal Year 2024-25; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2024, and ending June 30, 2025; and

WHEREAS, amendments must be made to the budget to conform to changing circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEED, CALIFORNIA DOES
RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Adjustment in Exhibit A for the City of Weed for the Fiscal Year 2024/2025.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

HEREBY CERTIFY the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Weed held on the 14th day of November 2024 by the following vote to wit:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

Exhibit A

Budget Adjustments 20/24 FY City of Weed:

- Increase expense account 10.422.475 – Capital Outlay by \$5,450, for amount paid for an Arizona Vortex Multipad Kit to replace equipment that was broken and unusable.
- Increase expense account 10.416.457 – Outside Services by \$12,139, for amount paid to Servpro of North Shasta to complete the flood remediation at the Museum.
- Increase expense account 10.416.414 – Maintenance-Bldg & Grounds by \$5,200, for amount paid to Addy Electric to repair the Solar Array at City Hall.
- Increase expense account 10.433.463 – Engineering by \$105,000.00 for Task Order 2024-07 Street Rehabilitation Design efforts in the Mill Fire Area; these funds are from the Roseburg settlement specifically designated for repair projects. (Fund 37)
- Increase revenue account 10.001.357 – Gen Donations Private by \$10,034, to include the fair market value of the donation of the Water Buffalo received from 1884 Co. in July.



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

Department: Steven W. Baker, Interim City Manager

Agenda Item Title: Second Reading and Adoption of Ordinance No. 478-2024 Repealing and Relinquishing Responsibility for Enforcement of the Mobilehome Parks Act and the Special Occupancy Parks Act.

Recommendation:

Staff Recommends second reading and adoption, by title only, of Ordinance No. 478-2024 Repealing and Relinquishing responsibility for Enforcement of the Mobilehome Parks Act and the Special Occupancy Parks Act.

Summary:

In October the City Council moved for first reading and introduction of Ordinance 478-2024.

Mobile Home parks are regulated and inspected by the State of California unless a local jurisdiction specifically assumes responsibility for such regulation and inspection. The City of Weed took that action in October 2018 principally to enable a mobilehome park to be constructed in phases with an initial opening date of 2019. That project is still in progress.

The State is in a better position to regulate and inspect mobile home parks in the City of Weed than city staff. Staff is therefore recommending that the Council commence the process of turning back the regulation and inspection of mobilehome parks to the State, beginning with the first reading of this ordinance, adoption of the ordinance at this meeting and a 90-day notice period to the State so that they can resume these duties.

All mobile home parks were notified of this proposed ordinance before the October 10 Council Meeting. No representative from any of the five parks notified were in attendance in October, however the attached email was received subsequently.

This Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 21065 and 15061(b)(3) as the establishment of an administrative remedies procedure will not result in a reasonably foreseeable direct or indirect physical change in the environment.

Fiscal impact:

None at this time.

Alternative Actions:

1. Do not move to adopt the ordinance and provide direction to staff
2. Council's discretion

Environmental Review:

N/A

Attachments:

Ordinance 478-2024

Email

ORDINANCE NO. 478-2024
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEED, CALIFORNIA REPEALING
IN ITS ENTIRETY CHAPTER 8.33 OF TITLE 8 OF THE MUNICIPAL CODE AND
RELINQUISHING RESPONSIBILITY FOR ENFORCEMENT OF THE MOBILEHOME PARKS
ACT AND THE SPECIAL OCCUPANCY PARKS ACT

WHEREAS, on October 11, 2018, the City Council of the City of Weed adopted Ordinance No. 449-2018, adding Chapter 8.33 (Mobilehome and Special Occupancy Parks) to Title 8 of the Weed Municipal Code and assuming responsibility for local enforcement of the Mobilehome Parks Act (Health and Safety Code, § 18200 et seq.), the Special Occupancy Parks Act (Health and Safety Code, § 18860 et seq.), and related administrative regulations (California Code of Regulations, Title 25, §§ 1000 et seq., and 2000 et seq.); and

WHEREAS, Sections 18300 and 18865 of the Health & Safety Code and sections 1005 and 2005 of Title 25 of the California Code of Regulations permit the City to relinquish its assumed enforcement responsibilities by ordinance; and

WHEREAS, the City Council of the City of Weed finds that local enforcement is less desirable than State enforcement by the California Department of Housing and Community Development; and

WHEREAS, the City desires to cancel its assumption of enforcement responsibility and transfer that responsibility back to the California Department of Housing and Community Development.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Weed as follows:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. In accordance with Sections 18300(e) and 18865(e) of the Health & Safety Code and Sections 1005 and 2005 of Title 25 of the California Code of Regulations, the City Council does hereby authorize and direct that written notification be submitted to the Department of Housing and Community Development of the City's cancellation of its assumption of responsibility for enforcement of the Mobilehome Parks Act, Special Occupancy Parks Act, and related administrative regulations.

SECTION 3. The Mayor or his designee is authorized to sign this written notification of cancellation on behalf of the City.

SECTION 4. The City Clerk is hereby authorized and instructed to transmit a certified copy of this Ordinance, along with the written notification of cancellation, to the Department of Housing and Community Development by certified mail, return receipt requested, within ten (10) days of adoption of this Ordinance.

SECTION 5. In accordance with subdivisions 18300(e)(2) and 18865(e)(2) of the Health & Safety Code and Sections 1006 and 2006 of Title 25 of the California Code of Regulations, the City Clerk is hereby authorized and instructed to remit the appropriate fees and transfer all relevant park records to the Department of Housing and Community Development on or before the effective date of transfer of

enforcement responsibility.

SECTION 6. Chapter 8.33 (Mobilehome and Special Occupancy Parks) of Title 8 (Health and Safety) of the Weed Municipal Code is hereby repealed in its entirety.

SECTION 7. This Ordinance shall take effect 90 days after receipt by the Department of Housing and Community Development of the City's written notification of cancellation, or the date on which the Department of Housing and Community Development notifies the City it has assumed enforcement responsibility, whichever occurs first.

SECTION 8. The adoption of this Ordinance is not a project subject to the California Environmental Quality Act (Pub. Res. Code, § 21000, et seq.) ("CEQA") pursuant to CEQA Guidelines sections 15378(b)(2) and 15061(b)(3), as the cancellation and transfer of local enforcement authority is a policymaking activity and it can be seen with certainty that there is no possibility that this Ordinance may have a significant effect on the environment.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Weed declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 10. The City Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. This Ordinance, or a summary thereof, shall be published and/or posted in compliance with the requirements of Government Code section 36933.

I hereby certify that the foregoing ordinance was introduced for first reading at a regular meeting of the City Council of the City of Weed held on the 10th day of October, 2024, and thereafter adopted at a regular meeting of said Council held on the 14th day of November, 2024, by the following vote, to wit:

AYES: Council Members

NAYS:

ABSENT:

ABSTAINING:

Mayor Darrell Parham, City of Weed

ATTEST:

Sandra Duchi, City Clerk

State of California)
County of Weed)
City of Weed)

I HEREBY CERTIFY the foregoing ordinance was introduced in a Regular Meeting of the City Council of the City of Weed held on the 10th day of October 2024, and was duly adopted at a Regular Meeting of the City Council of the City of Weed held on the _____ day of _____ 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sandra Duchi, City Clerk

Steve Baker

From: Greg Walkup <walkup.greg@yahoo.com>
Sent: Thursday, October 24, 2024 9:11 AM
To: Steve Baker
Subject: Shasta Mountain RV resort and Basecamp Mount Shasta

Good morning Steve hope all is well at this point. We just don't know enough. I'm thinking you would agree with that.

Front gate properties, Shasta mountain RV resort and Basecamp Mount Shasta request that you stop all proceedings to give back jurisdiction to the state with regards to RV parks, so there is no hindrance in completing the construction of these projects

Thank you
Sent from my iPhone



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

JS

Department: Chris Davis, Director of Public Works

Agenda Item Title: Introduce an Ordinance Establishing Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments.

Recommendation:

Staff Recommends introduction and first reading, by title only, of Ordinance No. 479-2024 establishing administrative remedies procedure for challenges to fees, charges, and assessments.

Summary:

Assembly Bill 2257 (2024) (adding Government Code sections 53759.1 and 53759.2) provides the City with a new tool to defend against challenges to fees, charges, and assessments adopted under Proposition 218 (Cal. Const., Art. XIII D). If the City follows certain procedures, a ratepayer who fails to submit a written objection **before** the close of the Prop. 218 protest hearing will be barred from challenging the fee, charge, or assessment later on in court.

The California Constitution grants the City additional authority to enforce any local, police, sanitary, or other ordinance not in conflict with general laws, and to establish and operate public works upon conditions and under regulations that the City may prescribe. (Cal. Const., Art. XI, §§ 7, 9.) Based on this authority, the ordinance also requires objections be timely submitted to challenge fees or charges adopted under Article XIII C of the California Constitution, any assessment on real property, or the methodology used to develop any fee, charge, or assessment.

This ordinance establishes the process the City must follow to limit challenges in this way. The City must:

1. Make the proposed fee, charge, or assembly publicly available at least 45 days before the deadline for submitting written objections;
2. Post a written basis for the proposed fee, charge, or assessment on the City's website and include a link to that website on public hearing notices regarding the proposed adoption of the proposed fee, charge, or assessment;
3. Mail the written basis for the proposed fee, charge, or assessment to ratepayers or property owners upon request;
4. Provide at least 45 days for ratepayers or property owners to submit written objections to the fee, charge, or assessment;
5. Respond in writing to any timely submitted objections with an explanation for

keeping or changing the proposed fee, charge or assessment;

6. Present any timely submitted objections and responses thereto the City Council for its consideration, either before or during the public hearing on the proposed fee, charge or assessment;

7. Include on its public hearing notices a statement in bold-faced type of 12 points or larger:

a. that all written objections must be submitted to the City Clerk by the end of public comment period at the hearing, that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court, and that any such action will be limited to issues identified in such objections; and

b. All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment.

This Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 21065 and 15061(b)(3) as the establishment of an administrative remedies procedure will not result in a reasonably foreseeable direct or indirect physical change in the environment.

Fiscal impact:

None at this time.

Alternative Actions:

1. Introduce a modified version of the Ordinance
2. Do not introduce the ordinance and provide direction to staff
3. Council's discretion

Environmental Review:

N/A

Attachments:

Ordinance 479-2024

ORDINANCE NO. 479-2024
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEED ADOPTING AN
ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES,
CHARGES, AND ASSESSMENTS

Be it ordained by the Council of the City of Weed:

Section 1. AUTHORITY. This Ordinance is authorized by the City's authority under California Constitution, article XI, sections 7 (police power) and 9 (utility power) as well as Government Code section 53759.1.

Section 2. CODE AMENDMENT. Chapter 1.04 (General Provisions) of Title 1 (General Provisions) of the Weed Municipal Code is hereby amended to add a new section 1.04.100 to read as follows:

Section 1.04.100 — Exhaustion of administrative remedies for challenges to fees, charges, and assessments on real property.

A. Scope. The duty to exhaust administrative remedies imposed by this section extends to:

- a. any fee or charge subject to articles XIII C or XIII D of the California Constitution,
- b. any assessment on real property levied by the City, and
- c. the methodology used to develop and levy such a fee, charge, or assessment.

B. "Hearing" as used in this section means the hearing referenced in paragraph 4 of subsection D of this section.

C. Duty to Exhaust Issues. No person may bring a judicial action or proceeding alleging noncompliance with the California Constitution or other applicable law for any new, increased, or extended fee, charge, or assessment levied by the City, unless that person submitted to the City Clerk a timely, written objection to that fee, charge, or assessment specifying the grounds for alleging noncompliance. The issues raised in any such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence.

D. Procedures. The City shall:

(1) Make available to the public any proposed fee, charge, or assessment to which this section is to apply no less than 45 days before the deadline for a ratepayer or assessed property owner to submit an objection pursuant to paragraph 4 of this subsection D.

(2) Post on its internet website a written basis for the fee, charge, or assessment, such as a cost of service analysis or an engineer's report, and include a link to the internet website in the written notice of the Hearing, including, but not limited to, a notice

pursuant to subdivision (c) of Section 4 or paragraph (1) of subdivision (a) of Section 6 of Article XIII D of the California Constitution.

(3) Mail the written basis described in paragraph 2 of this subsection D to a ratepayer or property owner on request.

(4) Provide at least 45 days for a ratepayer or assessed property owner to review the proposed fee or assessment and to timely submit to the City Clerk a written objection to that fee, charge, or assessment that specifies the grounds for alleging noncompliance. Any objection shall be submitted before the end of the public comment portion of a Hearing on the rate, charge or assessment.

(5) Include in a written notice of the Hearing, a statement in bold-faced type of 12 points or larger:

(A) That all written objections must be submitted to the City Clerk by the end of public comment period at the Hearing and that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court and that any such action will be limited to issues identified in such objections.

(B) All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment such as those specified for a property-related fee under California Constitution, article XIII D, section 6(a) or for an assessment on real property under California Constitution, article XIII D, section 4(e).

E. Council Consideration; City Responses. Before or during the Hearing, the City Council shall consider and the City shall respond in writing to, any timely written objections. The City Council may adjourn the Hearing to another date if necessary to respond to comments received after the agenda is posted for the meeting at which the Hearing occurs. The City's responses shall explain the substantive basis for retaining or altering the proposed fee, charge, or assessment in response to written objections, including any reasons to reject requested amendments.

F. City Council Determinations. The City Council, in exercising its legislative discretion, shall determine whether:

(1) The written objections and the City's response warrant clarifications to the proposed fee, charge, or assessment.

(2) To reduce the proposed fee, charge or assessment.

(3) To further review the proposed fee, charge, or assessment before determining whether clarification or reduction is needed.

(4) To proceed with the Hearing, to continue it, or to abandon the proposal.

SECTION 3. CEQA FINDINGS. The City Council finds that adoption of this Ordinance is exempt from CEQA because: (i) it is not a project within the meaning of Public Resources Code, section 21065 because it has no potential to alter the physical environment; (ii) and pursuant to

CEQA Guidelines section 15061(b)(3), the so-called "common sense" exemption, for this same reason.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its adoption pursuant to Government Code section 36937.

SECTION 6. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published pursuant to Government Code section 36933.

INTRODUCED and first read at a regular meeting of the City Council on the 14th day of November, 2024.

FINAL PASSAGE AND ADOPTION by the City Council of the City of Weed was at a meeting held on the _____ day of _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Darrell Parham, Mayor

ATTEST:

Sandra Duchi, City Clerk

State of California)
County of Weed)
City of Weed)

I HEREBY CERTIFY the foregoing ordinance was introduced in a Regular Meeting of the City Council of the City of Weed held on the 14th day of November 2024, and was duly adopted at a Regular Meeting of the City Council of the City of Weed held on the _____ day of _____ 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sandra Duchi, City Clerk



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

Department: Steven W. Baker, Interim City Manager

Agenda Item Title: INTRODUCTION OF ORDINANCE NO. 480-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEED, CALIFORNIA, AMENDING CHAPTER 3.32 OF THE WEED MUNICIPAL CODE REGARDING COMMUNITY FACILITIES DISTRICT NO. 2009-1

Recommendation:

Staff Recommends: That the City Council Introduce by title only Ordinance No.480-2024 An Ordinance Amending Chapter 3.32 of the Weed Municipal Code Regarding Community Facilities District No. 2009-1

Summary: The City currently has a Community Facilities District (CFD) that covers the Mountain Meadows subdivision in South Weed. This CFD was formed in 2009 to help fund city services in this area including road maintenance, police services and fire protection through CFD taxes paid for by property owners with developed lots.

The City became aware that some persons have taken title to CFD Taxed Property after receiving title reports that omitted the lien for the CFD Tax, and that therefore affirmatively but falsely represented to those persons that their Taxed Property was not in fact subject to this lien.

Because of the potential inconvenience and hardship, the City is creating a mechanism to allow a one-time payment by eligible property owners in lieu of the on-going tax. To be eligible, the property owner would have to prove that they had received a title report omitting the lien and CFD tax, following the steps outlined in the ordinance. The amount of the one-time payment is determined by an estimate the amount the property would owe over the next 40 years, taking the amount due to the most recent fiscal year and increasing it annually by a consumer price index as detailed in the ordinance. Applications for a onetime payment would only be accepted prior to the end of the third fiscal year after the invoicing of the tax (which occurred in 2023).

Fiscal impact: For eligible properties, the City would receive approximately \$55,000 in a one-time payment instead of payments of \$700 (plus a CPI adjustment) in the future.

Alternative Actions:

1. Not introduce the Ordinance
2. Other actions at Council discretion.

Environmental Review: Not applicable.

Attachments: Ordinance

ORDINANCE NO. 480-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEED,
CALIFORNIA, AMENDING CHAPTER 3.32 OF THE WEED MUNICIPAL
CODE REGARDING COMMUNITY FACILITIES DISTRICT NO. 2009-1**

WHEREAS, in 2009, pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov. Code, § 53311 et seq.) (the "Act"), the City formed Community Facilities District No. 2009-1 (the "District") via Resolution No. 08-2009 (the "Resolution of Formation");

WHEREAS, the Resolution of Formation proposed a special tax per "Dwelling Unit" on "Developed Property," as defined in the resolution, to fund specified services within the District (the "CFD Tax");

WHEREAS, the Resolution of Formation stated that the initial maximum rate for the CFD Tax was \$1,909 per Dwelling Unit for Fiscal Year 2010–2011, but this maximum rate would increase in subsequent years in accord with the Consumer Price Index;

WHEREAS, property owners in the District approved the CFD Tax (Gov. Code, § 53326), and the City Council then adopted that tax, codified as Chapter 3.32 of the Weed Municipal Code (Reso. Nos. 09-2009, 10-2009; Ord. No. 390-2009);

WHEREAS, the Act permits the City to establish conditions under which a property owner may permanently satisfy the CFD Tax as to his or her property (Gov. Code, §§ 53321, subd. (d), 53344), but the City has not done so to date because it intended the CFD Tax to be a perpetual source of revenue to support services to the District;

WHEREAS, the City duly recorded the CFD Tax as a lien against taxable properties in the District ("Taxed Properties");

WHEREAS, because the City formed the District and adopted the CFD Tax on the record at properly noticed public meetings, and it then recorded the CFD Tax against Taxed Properties, any person who subsequently acquired title to a Taxed Property was on notice of the City's CFD Tax lien and acquired title subject to that lien (Civ. Code, §§ 1213, 1214);

WHEREAS, at the same time, a common way persons who purchase real property obtain actual notice of liens like the City's CFD Tax is through a report prepared for them by a title company;

WHEREAS, the City is aware that some persons have taken title to Taxed Property after receiving title reports that omitted the lien for the CFD Tax, and that therefore affirmatively but falsely represented to those persons that their Taxed Property was not in fact subject to this lien;

WHEREAS, a title company's failure to disclose the City's duly recorded lien does not impair the City's right to impose the CFD Tax, but it does create considerable inconvenience or even hardship for affected City residents; and

WHEREAS, accordingly, despite its right to impose the lawfully adopted and recorded CFD Tax as stated in the Resolution of Formation, the City Council has made the policy

decision to relieve property owners from perpetual liability for the CFD Tax if they meet the conditions set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Weed as follows:

SECTION 1. The recitals set forth above are true and correct, and are hereby incorporated into this Ordinance by this reference.

SECTION 2. The City Council intends by this Ordinance to provide conditions under which the obligation to pay its CFD Tax may be prepaid and permanently satisfied. (Gov. Code, §§ 53321(d), 53344.)

SECTION 3. Chapter 3.32, Section 3.32.010 of the City of Weed Municipal Code is amended to read as follows:

3.32.010 – Definitions.

- A. “Act” means Mello-Roos Community Facilities Act.
- B. “CFD” means community facilities district.
- C. “Services” means those listed in Exhibit A of Resolution No. 04-2009, as adopted, and hereafter amended, and on file in the office of the city clerk.
- D. “Underwritten title company” has the same meaning provided in Section 12340.5 of the California Insurance Code.

SECTION 4. Section 3.32.090 is added to Chapter 3.32 of the City of Weed Municipal Code to read as follows:

3.32.090 – Procedure to permanently satisfy tax.

- A. Any owner of a property subject to the tax levied under Section 3.32.030, and who meets the conditions set forth in this section, may apply to prepay and permanently satisfy that tax. The property owner shall submit this application to the city clerk, who shall forward it to the city manager or his or her designee for review. The city manager may grant or deny the application. The city manager shall grant this application only if it includes all of the following:
 - 1. A statement signed under penalty of perjury from the property owner or the owner’s authorized representative that the property owner acquired title to the property in question without actual knowledge that the property is subject to the tax levied under Section 3.32.030.
 - 2. Clear and convincing evidence that, before the property owner acquired title to the property in question, (a) the property owner received a title report from an underwritten title company regarding that property, and (b) that title report either did not indicate the property is subject to the

tax levied under Section 3.32.030, or it affirmatively asserted the property is not subject to that tax.

- B. The property owner must submit the application described in subdivision A no later than June 30 of the third fiscal year in which the tax provided in Section 3.32.030 is levied on the property listed in that application. The tax was levied against a property in a fiscal year if (1) it was included on the annual property tax bill for that property, or (2) it otherwise appeared on a written invoice sent to the property owner. A property owner who fails to meet this deadline is ineligible for the remedy provided by this section.
- C. If the city manager grants the application, he or she shall forward it to the city's finance director, who shall calculate the amount necessary to prepay and permanently satisfy the tax. This calculation shall estimate the amount the property would owe over the next 40 years, taking the amount due for the most recent fiscal year and increasing it annually according to the average percentage change in the consumer price index for the greater San Francisco area over the previous ten years, as determined by the U.S. Department of Labor.
- D. If the city manager denies the application, he or she shall issue that denial in writing. If the city manager grants the application, he or she shall issue a written statement including both (1) the fact that the application was granted, and (2) the amount the finance director calculated to prepay and permanently satisfy the tax. In either event, the city manager shall provide this written response to the applicant by mail and, if requested, by e-mail.
- E. If the city manager grants the application, then, after the property owner pays the amount calculated pursuant to subdivision C, the city shall promptly comply with the Act's procedures to remove the special tax lien from the property in question.
- F. If the property owner is not satisfied with the city manager's decision to deny an application, or with the finance director's calculation under subdivision C, the property owner may file an appeal in writing to the city council within ten calendar days after the city manager issues the written statement described in subdivision D. All such appeals shall be filed with the city clerk and shall be accompanied by the applicable fee provided in the fee schedule currently in effect in the city. The city council will conduct the appeal as a de novo hearing and shall render its decision within forty-five (45) days after the conclusion of the hearing. The city council may reverse, set aside, affirm, amend, or modify the action of the city manager or the finance director, provided that the actions of the council are consistent with this section and the rest of the city's code. The council may also refer said matter back to the city manager for additional consideration or to obtain additional information. The city council may establish administrative procedures it deems necessary or appropriate for such an appeal, provided that it shall be the property owner's burden to demonstrate error by the city manager or the finance director. The city council's decision in such an appeal shall be final and binding.

- G. A property owner is not eligible to submit an application under subdivision A if that property owner took part in the election referenced in Resolution Nos. 09-2009 and 10-2009.

SECTION 5. This Ordinance does not constitute an "increase" in the CFD Tax, as it does not require anyone to pay more than voters previously approved for the CFD Tax. (Cal. Const., art. XIII C, § 2(d); Gov. Code, § 53750(h).)

SECTION 6. The adoption of this Ordinance is not subject to the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) ("CEQA") because it is a fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and it is therefore not a CEQA project (CEQA Guidelines, § 15378(b)(4)), and because it can be seen with certainty that there is no possibility that this Ordinance may have a significant effect on the environment (CEQA Guidelines, § 15061(b)(3)).

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Weed declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law.

I hereby certify that the foregoing Ordinance was introduced for first reading at a regular meeting of the City Council of the City of Weed held on the 14th day of November 2024, and thereafter adopted at a regular meeting of said Council held on the ____ day of December, 2024, by the following vote:

AYES:

NAYS:

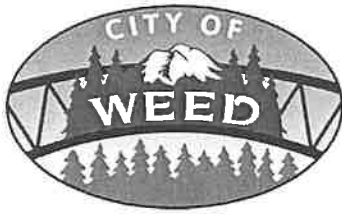
ABSENT:

ABSTAINING:

Darrell Parham, Mayor

ATTEST:

Sandra Duchi, City Clerk



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Nov 2024

Department: Steve Duncan, Fire Chief

Agenda Item Title: Adopt Resolution No. 50-2024 Authorizing the Mayor or City Manager to Execute City of Weed Fuel Mitigation Grant Agreement with the State of California Department of Forestry and Fire Protection (Cal Fire)

Recommendation: Staff Recommends Council move to Adopt Resolution No. 50-2024 authorizing the Mayor or City Manager to execute Agreement No. 5TR23113 with the State of California for the Fuel Mitigation Grant.

Summary:

The project area will protect habitable structures within the City of Weed and surrounding areas including Hammond Ranch, Lake Shastina and structures located within the adjacent State Responsibility Area (SRA). The project area includes approximately 580 acres of treatment.

The treatment areas will have fuel mitigated in various ways depending on location and terrain including hand thinning, pruning, piling, and burning, machine thinning, machine piling, chipping, mastication, and herbicide application. The objective of this project is to provide immediate fuel mitigation to reduce the fuel loading and fire hazard within the project area and to ensure that this fuel mitigation has a lasting effect on the community to reduce the fire hazard for many years after the project is complete.

This fuel mitigation project will focus on protecting lives, structures, and our community by increasing safety for the public and first responders by reducing the fire hazards in the area.

The project expenses will be tracked by both Assistant Chief Brian Carter and City of Weed Finance Director Jill Porterfield. Project records will be maintained and tracked by Assistant Chief Brian Carter and will be kept both physically and electronically to allow for a full audit trail of all awarded grant funds.

Grant Award Amount: \$1,581,440.00.

Fiscal impact: Impact to the General Fund is unknown at this time but there will be significant staff time for grant management, invoicing, receiving and archiving as well as potential legal review costs associated with getting access to parcels not owned by the city

Alternative Actions:

1. Do not approve Resolution No. 50-2024 accepting the Cal-Fire Grant.
2. Council's discretion

Environmental Review: Staff will be seeking CEQA exemption for this project due to a minor alteration of the landscape and no change to the topography. We will ensure that while work is completed throughout the project that we work within the CEQA exemption. An archeological survey will be completed prior to any work starting.

Attachments: Resolution No. 50-2024
Cal-Fire Grant Agreement.

RESOLUTION NO. 50-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED, STATE OF CALIFORNIA AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE CITY OF WEED FUEL MITIGATION GRANT AGREEMENT 5TR23113 WITH THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program, and

WHEREAS, The City approved the filing of an application for "California Climate Investments Wildfire Prevention Grants Program" on December 14th, 2023; and

WHEREAS, the City wishes to enter into an agreement with the State of California to carry out Weed Fuel Mitigation Grant Agreement 5TR23113 with California Department of Forestry and Fire Protection (CAL FIRE)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Weed Appoints the Mayor or City Manager, to execute Grant Agreement 5TR23113 in the amount of \$1,581,440.00, to conduct all negotiations, execute and submit all documents including, but not limited to agreements, amendments, payment requests and so on, which may be necessary or appropriate for the completion of the aforementioned project,

I hereby certify the foregoing resolution was approved and adopted the 14th day of November 2024 by the following vote:

AYES: Council Member

NOES:

ABSENTS:

ABSTAIN:

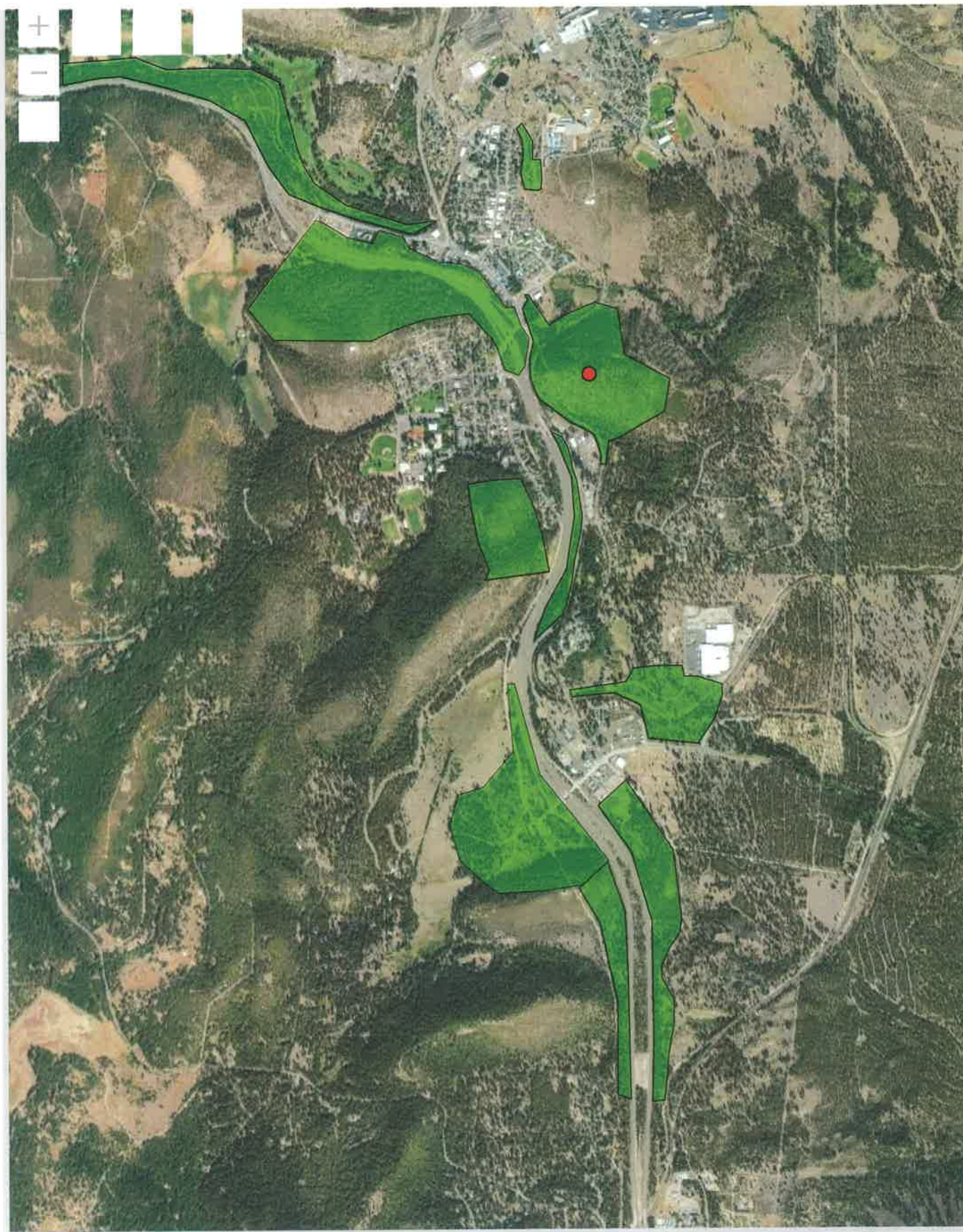
Mayor

ATTEST:

City Clerk



CAL FIRE FP Grants





DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



November 4, 2024

Brian Carter
City of Weed Fire Department
128 Roseburg Parkway
Weed, CA 96094

5TR23113; City of Weed Fire Department "City of Weed Fuel Mitigation"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Steve Wilson at (530) 598-2604 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Aaron Sabin at Aaron.Sabin@fire.ca.gov no later than **December 2, 2024**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE

Attn: Grants Management Unit/WP Grants
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Aaron Sabin
Grants Analyst
Grants Management Unit

CC: Nadine Scarbrough
CNR Grants
Steve Wilson

Enclosures

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT

APPLICANT: City of Weed Fire Department
PROJECT TITLE: City of Weed Fuel Mitigation
GRANT AGREEMENT: 5TR23113

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 15, 2030.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: This fuel mitigation project is located within the city of Weed in Siskiyou County, California. The project area will protect habitable structures within the city of Weed and surrounding areas. The project area includes approximately 580 acres of treatment. The objective of this project is to provide immediate fuel mitigation to reduce the fuel loading and fire hazard within the project area and to ensure that this fuel mitigation has a lasting effect on the community to reduce the fire hazard for many years after the project is complete.

Total State Grant not to exceed \$ **1,581,440.00** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

City of Weed Fire Department	STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
_____ Applicant	_____
By _____ Signature of Authorized Representative	By _____
Print Name/ Title: _____	Title: Frank Bigelow, Deputy Director
Date _____	Date _____

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5TR23113	PO ID	SUPPLIER ID
FUND 3212	FUND NAME Timber Regulation and Forest Restoration Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 1,581,440.00
GL UNIT N/A	BUD REF 101	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2024	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 1,581,440.00
REPORTING STRUCTURE 35405909	SERVICE LOCATION 96295	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Certification of CAL FIRE Accounting Officer

Date

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, City of Weed Fire Department, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed One Million Five Hundred Eighty One Thousand Four Hundred Forty Dollars (\$1,581,440.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Procedural Guide 2023-2024
 - b. The submitted Application, Scope of Work, Project Workbook, GHG Emissions Workbook and Exhibits

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section §4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the STATE's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5TR23113.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: City of Weed Fire Department
Section/Unit: SKU	Section/Unit: N/A
Attention: Steve Wilson	Attention: Brian Carter
Mailing Address: 1809 Fairlane Rd. Yreka, CA 96097	Mailing Address: 128 Roseburg Parkway Weed, CA 96094
Phone Number: (530) 598-2604	Phone Number: (530) 859-1206
Email Address: Steve.Wilson@fire.ca.gov	Email Address: brian.carter@ci.weed.ca.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but no less than 60 days from the Agreement expiration date. The STATE may waive the minimum timeframe for

amendments at their discretion. Approval of amendment is at the STATE's discretion.

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the STATE participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates and activities specified in the Final Project Budget Detail, Application, Scope of Work and Exhibits, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project for which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE. Grantee must provide reporting on equipment disposition no less frequently than biannually to CAL FIRE or upon CAL FIRE's request after completion of the grant project until notified in writing by the CAL FIRE Wildfire Prevention Grant Program that additional reporting is no longer required.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and required quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. In the event no expenses are incurred, GRANTEE shall identify that no costs have been incurred within the respective quarterly progress report in lieu of submitting a zero-balance invoice. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of GRANTEE, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), match funds when applicable, and appropriate supporting documentation consistent with the Project Costs section, as detailed in the California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Procedural Guide 2023-2024.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Budget approved by the STATE. The dollar amount of an item in a budget category may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from other budget categories, without approval by the STATE; however, GRANTEE shall notify the STATE in writing when any

such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget category must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically using the grants management system identified by CAL FIRE. Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount. For grants funding equipment, the maximum advance request may be increased up to 50% of the total grant amount or cost of equipment purchase, whichever is less. Advance funds and must be spent on eligible costs within six months of the advance payment receipt.
 - GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. CAL FIRE will bill for the return of unliquidated advance funds after the approved timeframe.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.

- Any advance payment received by a GRANTEE and not used for project eligible costs within the time period approved by STATE shall be returned to the STATE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.
- j. The GRANTEE shall immediately reimburse or credit, as determined by the STATE, the STATE for any over payment of any invoice, including final invoice, when either party determines an overpayment was made.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Wildfire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date the audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review

during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.

- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a

state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE.

At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California

employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

18. Survival Clause

The obligations of the Parties under Section III General Provisions, Items 4 (c) and (j) of the Project Costs and Payment Documentation and Item 10 Hold Harmless of this Agreement shall survive the termination or expiration of the Agreement.

Application Form

Profile

brian.carter@ci.weed.ca.us

Project Information

Project Name/Title

City of Weed Fuel Mitigation

In which county is the majority of your project located?

Siskiyou County = SKU

The full Project Tracking Number will be auto-generated within Grants Portal. Please use the format 23-WP-UUU and replace your 3-character unit identifier from your selected county above.

23-WP-SKU-

Are there additional counties?

No

Did you have communication with CAL FIRE about this project?

Yes

In which California State Assembly district(s) is your project located?

1st - Alpine, Amador, El Dorado, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou

In which California State Senate district(s) is your project located?

1st - Butte, Colusa, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba

Project End Date

03/15/2030

Project Description Summary

Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

This fuel mitigation project is located within the area of the city of Weed in Siskiyou County, California. The project area will protect habitable structures within the city of Weed and surrounding areas including Hammond Ranch, Lake Shastina and structures within the adjacent SRA. The project area includes approximately 580 acres of treatment. The treatment areas will have fuel mitigated in various ways depending on location and terrain including hand thinning, pruning, piling, and burning, machine thinning, machine piling, chipping and mastication. The objective of this project is to provide immediate fuel mitigation to reduce the fuel loading and fire hazard within the city of Weed and to ensure that this fuel mitigation has a lasting effect on the community to reduce the fire hazard for many years after the project is complete. This fuel mitigation project will focus on protecting lives, structures and our community by increasing safety for the public and first responders by reducing the fire hazards in the area. The fire hazards will be reduced by eliminating the vertical and horizontal continuity of vegetative fuels to reduce the rate of fire spread, duration and intensity of fire, fuel ignitability and ignition of tree crowns or structures.

Award Request Amount

Total Amount of Award Request

\$1,581,440.00

Indirect Cost Rate

Are you requesting an Indirect Cost Rate in excess of 12%?

No

Organization Information

Organization Type

Incorporated Cities and Counties

Board Resolution or Attesting Document

Resolution for Wildfire Prevention Grant.pdf

Applicant Name/Sponsoring Organization

City of Weed Fire Department

Project Manager Name

Brian Carter

Project Manager Mailing Address

128 Roseburg Parkway

Project Manager Mailing Address Line 2**City**

Weed

State

California

Zip Code

96094

Project Manager Phone Number

(530) 859-1206

Project Manager Email

brian.carter@ci.weed.ca.us

Project Activities**For which primary activity is funding being requested?**

Hazardous Fuels Reduction

Primary Vegetation Management Practice Type

Non-shaded fuelbreak

Does the project include Grazing as a component of the hazardous fuels reduction project?

No

Does the project include transportation and/or disposal of woody biomass

No

Project Treatment Area**Primary Land Cover Type**

Forest

Primary Land Ownership Class

Local Government

Does your project include work on Tribal Lands?

No

Limiting Factors: Check the box if there are any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

Timber Harvest Plans (THP): For Hazardous Fuels Reduction projects, If there is a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE check the box.

California Environmental Quality Act (CEQA) Compliance: Describe how compliance with CEQA will be achieved in the Scope of Work. Is there an existing CEQA document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable")

Will File

Existing Document Identification Number

Federal Responsibility Area: Does your project include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority?

No

Community Metrics

Fire Risk Reduction Community List (FRRCL)

Is the Sponsoring Organization a local agency? (city, county, or other publicly funded entity serving a city and/or county)

Yes

If yes, please select from the Fire Risk Reduction Community List options

Sponsoring Organization is using the application towards meeting the FRRCL List eligibility requirements

If yes, is the Sponsoring Organization reporting defensible space data to CAL FIRE?

No

Community at Risk: Is the project associated with a community that is listed as a Community at Risk?

Yes

Number of Risk Communities in the project area

1

Disadvantaged/Low Income Community: Is the project associated with a disadvantaged/low-income community?

Yes

If Yes, select all that applies:

Low Income

Project Area Statistics: For all Hazardous Fuels Reduction projects, provide an estimate of the Treatment Influence Zone (TIZ) acres. Include Local Responsibility Area (LRA), Federal Responsibility Area (FRA) and State Responsibility Area (SRA) as applicable for TIZ.

The Treatment Influence Zones (TIZ) are the treatment areas within a project, where on-the-ground activities are accomplished. There can be multiple treatment areas associated with a project. Wildfire Prevention Planning and Wildfire Prevention Public Education projects will NOT have treatment areas.

Local Responsibility Area (LRA) Treatment acres
480.00

Federal Responsibility Area (FRA) Treatment acres
0.00

State Responsibility Area (SRA) Treatment acres
100.00

Total Treatment Acres
580.00

Fire Hazard Severity Zones (FHSZ)

What Fire Hazard Severity Zones (FHSZ) are in the project area? Fire Hazard Severity Zone ratings are available at: <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>. Copy and paste the link or right-click to open in a new tab. Please provide an approximate number of acres or percentage of the project area in each zone.

Number of Acres in the Very High SRA FHSZ
100

Number of Acres in the Very High LRA FHSZ
480

Number of Acres in the High SRA FHSZ

Number of Acres in the High LRA FHSZ

Number of Acres in the Moderate SRA FHSZ

FHSZ Total Acres
580.00

Document Uploads

Letters of Support
zip file of letters of support.zip

Letters of Commitment

In addition to the online project mapping program treatment Geopoint and polygons, include a pdf map(s) of the project with the project application. The maps shall meet the requirements of Appendix G in the Procedural Guide.

PDF Project Map
pdf map.pdf

The below required standard forms can be found in the forms section of the solicitation. To get to the Solicitation Link click back to the solicitation, then click on the three lines next to the application and click the solicitation link. The below documents are required at the time of submission.

STD 19 Nondiscrimination Compliance Statement form
signed std019 10.2019 Version.pdf

STD 21 A Drug-Free Workplace Certification form
signed std021.pdf

STD 204 Payee Data Record form
std204 3.2021 Version.pdf

Miscellaneous Form Upload Field #1

Miscellaneous Form Upload Field #2

Miscellaneous Form Upload Field #3

Miscellaneous Form Upload Field #4

Project Mapping Program

Project Mapping Program: Create a Geopoint and Polygon(s) via the weblink. copy and paste the link or right-click to open in a new tab: <https://grant-access-calfire-forestry.hub.arcgis.com> The Online Project Mapping Component is a requirement for a complete application submission.

View Budget Worksheet
<https://portal.ecivis.com/peerBudget/FB59652F-CAD5-43AA-986F-3E348C356C8B>

Average Score
0.00

Application Goals

View Application Goals
<https://portal.ecivis.com/peerGoals/5A86C6E1-BCA3-41C3-9D21-0C921CAED95B>

of Reviews
1

of Denials
0

Scope of Work: City of Weed Fuel Mitigation

Linked Form Profile

Linked Form Submissions

23-WP-SKU- 57478850

Scope of Work

Project Name

City of Weed Fuel Mitigation

Project Tracking Number

23-WP-SKU-57478850

Please use the Tracking Number that was automatically assigned by Grants Portal. The format will be 23-WP-UUU-XXXXXXX

Project Description

Please provide a comprehensive project description including the location, habitable structures, acres treated, etc. (please note there are no space limitations)

This fuel mitigation project is located within the city of Weed in Siskiyou County, California. The project area will protect habitable structures within the city of Weed and surrounding areas including Hammond Ranch, Lake Shastina and structures located within the adjacent SRA. The project area includes approximately 580 acres of treatment. The treatment areas will have fuel mitigated in various ways depending on location and terrain including hand thinning, pruning, piling, and burning, machine thinning, machine piling, chipping, mastication, and herbicide application. The objective of this project is to provide immediate fuel mitigation to reduce the fuel loading and fire hazard within the project area and to ensure that this fuel mitigation has a lasting effect on the community to reduce the fire hazard for many years after the project is complete. The prescription for the project area would be to remove brush and ladder fuels and increase the canopy spacing to a minimum of 20 feet by removing trees up to 10 inches diameter at breast height. The objective of this project is to provide immediate fuel mitigation to reduce the fuel loading and fire hazard within the city of Weed, and to ensure that this fuel mitigation has a lasting effect on the community to reduce the fire hazard for many years after the project is complete. This fuel mitigation project will focus on protecting lives, structures, and our community by increasing safety for the public and first responders by reducing the fire hazards in the area. The fire hazards will be reduced by eliminating the vertical and horizontal continuity of vegetative fuels to reduce the rate of fire spread, duration and intensity of fire, fuel ignitability and ignition of tree crowns or structures. By reducing the fuel loading and continuity, fire fighters will be able to suppress fire starts quickly and keep them at a manageable size which will significantly decrease the impact a fire will have on the community. This project focuses on the areas within Weed that have not had a significant fire history within the last 10 years. These areas have significantly higher concentrations of fire fuels. This in combination with the proximity to residential area, commercial properties, and infrastructure, are therefore prioritized to treat immediately. The goals and objectives of this project are designed to decrease the rapid movement of fire and give firefighters the greatest opportunity of suppressing any fire starts quickly and safely. The prescription for the project area would be to remove the brush and ladder fuels and increase the canopy spacing to 20 feet by removing trees up to 10 inches diameter at breast height and any dead trees. The project is situated within the city of Weed and the project areas will be directly adjacent to other fuel mitigation projects currently being done or projected to be done by Jefferson Resource Company. By connecting these projects, we will be able to create even more fuel reduction and reduce fire spread at a broader level. This project will be a significant change in fuel continuity in the area and provide a lasting fuels reduction throughout the project area.

Section I

Primary Activity Type

Hazardous Fuels Reduction

Hazardous Fuels Reduction

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.

This project will cover areas throughout the community of Weed, specifically inside the city of Weed. The project will cover from the most southern part of Weed to the northern most part of Weed. Completion of this project will help protect over 1,000 structures and the Interstate 5 and Highway 97 corridors. As we saw during the Mill fire of 2022, fires in this area quickly spread from one community to the next. This project will not only help protect the city of Weed, but will help protect the surrounding communities including Lake Shastina, Carrick, Hammond Ranch and Mount Shasta.

2. Describe the goals, objectives, and expected outcomes of the project.

The overall goal of this project is to remove flammable fuels that can contribute to rapid fire growth throughout all 580 acres of the project area. Our objectives are to utilize tactics based on the fuel type and location that will provide the best and longest lasting treatment to the area. The project will remove ladder fuels to reduce the risk of crown fires, complete selective tree removal to improve forest health and to withstand wildfire, and improve defensible space around the community. This includes hand thinning, piling and burning (approximately 200 acres), machine thinning (approximately 580 acres), chipping and applying California compliant herbicide (approximately 200 acres). The prescription for the project area would be to remove the brush and ladder fuels and increase the canopy spacing to 20 feet by removing trees up to 10 inches diameter at breast height and the removal of any dead tree. The expected outcomes of this project are to create a safer community through the reduction of flammable fuels in the project area of 580 acres to reduce rapid fire growth and impact to the city of Weed and surrounding communities.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures.

Throughout the last 5 years, the local fires have shown all of us that if the fuel is not removed, or treated, it will burn. By completing this project, we will be progressively treating unburned fuel. Treating this unburned fuel will keep fires from growing rapidly and becoming too much for local resources to handle. By reducing rapid fire growth, this will help protect the habitable structures in the area by reducing the wildfire threat and fire behavior in the event of a wildfire burning in the area. By reducing ladder fuels, local resources will be able to suppress a fire at a much smaller size and reduce the impact on the community. This creates a safer community both physically and mentally. From speaking with members of our community, the mental aspect of dealing with loss of life and structures is what sticks with our community the most. Completing this project will help reduce that mental strain created from losing loved ones and structures and reduce the traumatic impact rapidly moving fires can cause on our community.

4. Identify any additional assets at risk from wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.

This project will protect many assets in the area including: 2 municipal water supply wells, 3 municipal water tanks, 1 communication tower facility, the city of Weed sewer plant, a Community College (College of the Siskiyous), a large scale water bottling plant (Crystal Geyser), Union Pacific and Central Oregon Rail lines, Interstate 5 and Highway 97 and multiple power lines. Protecting these assets is very important to the city of Weed and this project will be a great way to reduce the risk of wildfire impact to these assets.

5. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

The project will utilize the left over woody biomass through chipping and/ or pile burning of the removed vegetation. The project will not be using a biomass facility.

6. Does the project include grazing as a component of the hazardous fuels reduction project?

No

Section II

Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps.

Based on the most current map for Weed (2009), All but approximately 30 acres within the city of Weed are in the very high fire hazard severity zone and all of the project area in the SRA is within the very high fire hazard severity zone. This project is focusing on these very high fire hazard zones to reduce the fire behavior and fire growth potential throughout the project area.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.

This project is within the direct proximity of over 1,000 structures at risk to damage from wildfire in the WUI. The project covers the area south of Weed and continues throughout the city and ends at the northern most part of Weed. Throughout the project area all types of structures will be protected including residential, commercial, churches and community buildings.

Section III

Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

No. The city of Weed does not have funds available to use towards matching funds.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

The Weed City Fire Department utilizes Facebook, Instagram and the City of Weed website to distribute information regarding the Fire Department. Throughout the City of Weed Fuel Mitigation Project, we will utilize these platforms to keep our community informed on the plan and progress of the project. We plan to create a press release upon receipt of the grant explaining what will be done and how it will help our community. We will do an additional press release when the project is complete with a summary of the work that was completed and another explanation as to how this work has helped protect our community.

3. Describe any plans to maintain the project after the grant period has ended.

Part of this project will include using California compliant herbicide after fuel reduction work has been completed to increase the impact on the project area for many years after the project is completed. The city would plan to maintain the project area by continuing to monitor the area for overgrowth of vegetation and would work to reduce the vegetation through the proper methods including machine or crew work.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

Throughout this project, we plan to continue to work with the local organizations and agencies to work together to reduce fire hazard at the landscape level. We will continue to work with Cal Fire to ensure our project is focusing on the right areas that will give us the most effective reduction in fire hazard. We will be working with Cal Trans to ensure our project will line up with their current project of reducing the fuel loading throughout Interstate 5. We will also be working with Jefferson Resource Company that will have a project in the area as well. By working with these other organizations, we will be able to provide the best reduction in wildfire throughout the area.

Section IV

Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.

With the estimated acres of 580, this project will take some time to complete. Taking into account summer and winter weather, the anticipated timeline for this project is to have completion by August 2026. There are many factors that could contribute to this project taking longer than expected including red flag conditions in the summer and snow in the winter. With the goal of August 2026, this will give us the ability to factor in these potential set backs but still push forward to try to complete this project as quickly and efficiently as possible.

2. Verify the expected timeframes to complete the project will fall under the required completion dates depending on the source of the funds awarded.

If fully funded to complete the work in the estimated 580 acres of land, we will plan to be completed by August 2026. The requirement for this grant is to be completed by March of 2030. Due to this we will ensure this project is complete within the required completion dates.

3. Please list the milestones that will be used to measure the progress of the project.

We will have a few milestones to measure the progress of our project as written below:

1. Complete Archeological survey, submit and receive CEQA exemption for project
2. Hire a contractor that can complete the work within the project timeline and provide a high quality of work.
3. Complete all work in the project area that is within close proximity to roads and infrastructure
4. Complete all work in the project area that is not within close proximity to roads and infrastructure to increase the fuel reduction foot print.
5. Walk through and survey the project area to ensure our objectives are met related to fuel reduction
6. Apply California compliant herbicide to the treated areas to create a more long lasting product
7. Ensure all paperwork is completed and filed correctly per the grant procedural guide and complete the project.

4. Please list the measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.

1. CEQA complete- including archeological survey: 580 acres
2. Track acres of work completed and specify what type of work was done. 580 acres
3. Utilize photos to show the reduction in fuel height (ladder fuels) and continuous fuels. 580 acres
4. Burn any piles made: 200 acres
5. Apply Herbicide: 200 acres

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

We will be seeking CEQA exemption for this project due to a minor alteration of the landscape and no change to the topography. We will ensure that while work is completed throughout the project that we work within the CEQA exemption. An archeological survey will be completed prior to any work starting.

6. List any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity?

N/A

Section V

Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project applicant or manager having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.

Although I (Brian Carter) have never received funding through a Cal Fire Wildfire Prevention Grant, I have received funding through the International Association of Fire Chiefs and the Ready, Set, Go! grant program for fuel reduction. The last grant received included the purchase of equipment that was utilized by our Fire Department members and also included funding to pay crews to complete fuels reduction work around city of Weed municipal water tanks. I am currently the grant manager for a FEMA SAFER grant for a Recruitment and Retention coordinator. This is a 4 year federal grant with a total funding of \$380,000. Although I do not have direct experience with this Wildfire Prevention Grant, I will work to fully understand the Procedural Guide and ensure myself and the city of Weed Finance Director understand the process required to receive funding and document tracking.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

The project expenses will be tracked by both Assistant Chief Brian Carter and City of Weed Finance Director Jill Porterfield. Project records will be maintained and tracked by Assistant Chief Brian Carter and will be kept both physically and electronically to allow for a full audit trail of all awarded grant funds.

Section VI

Budget

A detailed project budget should be provided in the online budget included in this solicitation. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

We are requesting grant funds to fund the following:

- Payment to cover the cost of an Archeological survey throughout the area to be used in the CEQA application.
- Payment to cover the cost of applying for a CEQA exemption
- Payment to cover the cost of a private contractor to complete hand cutting, chipping, piling and burning
- Payment to cover the cost of a private contractor to complete machine thinning work.
- Payment to cover the cost of a private contractor to complete herbicide application.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

Through our research, we have found the prices given to us to be reasonable for the geographic area. One cost that can create slightly higher prices than usual can be a company from out of the area coming to complete the work and needing to provide food and housing to their employees. This could be a necessary cost to ensure that we can meet the time objectives of this project and ensure that the whole project is completed as quickly and efficiently as possible.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

Yes the total project cost is appropriate for the size, scope and anticipated benefit of the project. This project has a large benefit of providing protection to the community of Weed and surrounding areas by reducing potential fire behavior and impact to the community. Throughout our research the cost per acre we used for this project is \$1,500 for the machine work, \$1,500 per acre for hand piling and burning and \$1000 per acre for herbicide application. This cost can either increase or decrease depending on the fuel type, terrain and detail needed in the work. We will be able to work within the budget to provide the most work at the most cost effective price. After the grant is accepted we will be able to get more exact prices from different contractors for the work to ensure that we are using grant funds in the best way possible.

4. Please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives.

The budget categories that we are requesting funds for are below:

Contractual:

Archeological survey: \$40,000.00

Machine Thinning: \$870,000.00

Hand thinning, piling, and burning: \$300,000

Herbicide application: \$200,000

Other:

CEQA Exemption: \$2,000.00

Indirect: \$169,440.00 Requesting 12%

Each contractual category will support the meeting of the grant objectives by providing the resources needed to conduct the work required to remove the fire hazards associated with the project area. The archeological survey must be completed prior to any work being started and will support our request for a CEQA exemption for the project. The machine thinning will be the way most, if not all, of the fuel reduction will be completed with the use of equipment to reduce and remove the fuels in the project area. The hand thinning, piling and burning category will be used to thin any acres that machines will be unable to access and to burn any piles created by removal of fuels. The herbicide application category will be used to have a contractor apply herbicide to specific areas in the project area to ensure the work completed has a lasting effect on the community.

The CEQA exemption category is to pay for the fees associated with filing a CEQA exemption with Siskiyou County.

5. Does your project include the purchase of capital equipment (more than \$5,000 per item)?

No

Section VII

California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?

This project will reduce greenhouse gas emissions by significantly reducing the smoke output from large fires. This project will be removing unburned fuels which will directly reduce the amount of fuel available for a fire to consume. This directly reduces the greenhouse gases that would have been brought into the atmosphere if there had been a large fire.

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
 Program: FY 2023-2024 Wildfire Prevention Grants
 Project Name/Title: City of Weed Fuel Mitigation
 Org Name: City of Weed Fire Department
 Stage: Pre-Award

Report Date: 08/14/2024
 Requested By: Brian Carter
brian.carter@ci-weed.ca.us

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Salaries & Wages									
	Use Titles to briefly describe each item. Cost Share from the grantee and from a partner can be tracked on separate lines. Note that your indirect cost rate setting (which must be between 0 and 12%) will automatically apply to each line	In each rows Description, enter the unit of measurement and choose from only the following labels: Hours, Days, Each, Report, Contract, Miles, Daily, Acres	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Salaries & Wages Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Employee Benefits									
	Use Titles to briefly describe each item. Cost Share from the grantee and from a partner can be tracked on separate lines. Note that your indirect cost rate setting (which must be between 0 and 12%) will automatically apply to each line	In each rows Description, enter the unit of measurement and choose from only the following labels: Hours, Days, Each, Report, Contract, Miles, Daily, Acres	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Employee Benefits Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Contractual									
	Archeological Survey	Contract	1	\$40,000.00	\$40,000.00	\$40,000.00	\$4,800.00		\$0.00
	Machine thinning	Acres	580	\$1,500.00	\$870,000.00	\$870,000.00	\$104,400.00		\$0.00
	Hand Thinning, Piling and Burning	Acres	200	\$1,500.00	\$300,000.00	\$300,000.00	\$36,000.00		\$0.00
	Herbicide application	Acres	200	\$1,000.00	\$200,000.00	\$200,000.00	\$24,000.00		\$0.00
Contractual Total			981	\$44,000.00	\$1,410,000.00	\$1,410,000.00	\$169,200.00		\$0.00
Travel & Per Diem									
	Use Titles to briefly describe each item. Cost Share from the grantee and from a partner can be tracked on separate lines. Note that your indirect cost rate setting (which must be between 0 and 12%) will automatically apply to each line	In each rows Description, enter the unit of measurement and choose from only the following labels: Hours, Days, Each, Report, Contract, Miles, Daily, Acres	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Travel & Per Diem Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Supplies									
	Use Titles to briefly describe each item. Cost Share from the grantee and from a partner can be tracked on separate lines. Note that your indirect cost rate setting (which must be between 0 and 12%) will automatically apply to each line	In each rows Description, enter the unit of measurement and choose from only the following labels: Hours, Days, Each, Report, Contract, Miles, Daily, Acres	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Supplies Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Equipment									
	NOTE: Indirect cost rates do not apply to Equipment. Use Titles to briefly describe each item. Cost Share from the grantee and from a partner can be tracked on separate lines.	In each rows Description, enter the unit of measurement and choose from only the following labels: Hours, Days, Each, Report, Contract, Miles, Daily, Acres	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Equipment Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other Costs									
	CEQA Exemption	Each	1	\$2,000.00	\$2,000.00	\$2,000.00	\$240.00		\$0.00
Other Costs Total			1	\$2,000.00	\$2,000.00	\$2,000.00	\$240.00		\$0.00
Indirect Cost									
	To be used by CAL FIRE staff only	To be used by CAL FIRE staff only	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Indirect Cost Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
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Other							
Other Total	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Grant Total							
	952	\$46,000.00	\$1,412,000.00	\$1,412,000.00	\$165,440.00		\$0.00
					Total with IDC	\$1,581,440.00	