



City of Weed

Historic Lumber Town Incorporated 1/25/1961

550 Main Street
P. O. Box 470
Weed, CA 96094

(530) 938-5020
(530) 938-5096 (FAX)
www.ci.weed.ca.us

CITY COUNCIL AGENDA Regular Meeting

Date of Meeting: May 8, 2025
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: Mark Mazzoni, Ken Palfini, Phet Virasonh, and Melissa Whetstine.

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. By Motion – Council will consider Resolution No. 10-2025 regarding the Levy of Special Tax for Fiscal Year 25/26.
- B. By Motion – Council will consider Resolution No. 11-2025 Adopting A List of Projects for Fiscal Year 2025-26 Funded by SB 1: The Road Repair and Accountability Act Of 2017.

- C. By Motion - Council will consider adopting Resolution No. 12-2025 Authorizing the 2025/2026 Claim against the Local Transportation Fund.
- D. By Motion - Council will consider adopting Resolution No. 13-2025 Surplus of 2014 International Ambulance.
- E. By Motion – Council will consider approving Resolution No. 14-2025 authorizing the Mayor to enter into a Subrecipient Agreement between the City of Weed and Great Northern Services for the 2025 Community Development Block Grant (CDBG) Boles Creek Storm Water Improvement Project.
- F. By Motion – Council will consider adopting Resolution No. 15-2025 adopting procedures for Public Hearings on the City of Weed Vacancies and Recruitment and Retention Efforts
- G. By Motion – Council will consider approving minutes from April 10, 2025, Regular Meeting.
- H. By Motion, consider approving payment warrants dated 4/9/2025 through 4/24/2025 including any voided warrants totaling \$853,139.24.
- E. By Motion, consider approving and filing the month end report for April 2025.

VII. ITEMS REMOVED FROM CONSENT

VIII. PUBLIC HEARING

The City Council will hold a public hearing to consider the following:

- A. The Council will consider the Planning Commission recommended amendments to the Weed Municipal Code sections 18.08.035, 18.08.197, 18.08.260, 18.08.350, 18.08.445, 18.08.496, 18.08.497 of Chapter 18.08 of the Weed Municipal Code and the City of Weed Zoning District Regulations to Regulate Extended Hotel Stays and move for Introduction and First Reading, by title only, of Ordinance No. 484-2025.**

PUBLIC HEARING PROTOCOL

1. Mayor / Chairman introduces agenda item.
2. Staff Report is presented.
3. Public Hearing is opened.
 - a. Presentation by Staff/Consultant
 - b. Presentation by Project Proponent.
 - c. Testimony by Interested Parties, Proponents /Opponents. (3 min)
 - d. Rebuttal by Project Proponent.
 - e. Staff Response.
4. Public Hearing is closed.
5. City Council / Planning Commission Discussion of Project.
6. Action.

IX. 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. **Fire** – By Motion, Council will consider introduction and first reading, but title only, of Ordinance No. 485-2025 designating Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection.
- B. **Planning Commission** - By Motion, the Council will consider an appointment to the Planning Commission; one (1) letter of interest received.

X. STAFF REPORTS

XI. ADJOURN TO CLOSED SESSION

XII. CLOSED SESSION

- A. Public Employee Appointment (§54957)
City Manager
- B. Conference with Legal Counsel - Anticipated Litigation (§54956.9(e)(2))
A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.
Number of Cases: 1

XIII. 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.)

XIV. 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 Monday May 5, 2025, 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 – 8 May 2025

Department: Sandra Duchi, City Clerk

Agenda Item Title: Council will consider adopting Resolution No. 10-2025; A Resolution of the City Council, acting in its capacity as the Legislative Body of the City of Weed Community Facilities District No. 2009-1 (Municipal Services) providing for the levy of the special tax for Fiscal Year 2025-2026.

Staff Recommendation: City Council adopt Resolution No. 10-2025 authorizing the County Auditor to add the special tax to the County Assessment Roll for FY 25/26.

Summary: In 2024 the city took steps to add the Community Facilities District 2009-1 tax to the County Assessment Roll. The City Council is required to adopt the resolution each year requesting the County add this tax to the Assessment Roll.

Fiscal impact:

\$2,100.00

Alternative Actions:

1. Adopt
2. Deny
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Resolution 10-2025

RESOLUTION NO.10-2025
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED,
CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY
OF THE CITY OF WEED COMMUNITY FACILITIES DISTRICT NO. 2009-
1 (MUNICIPAL SERVICES) PROVIDING FOR THE LEVY OF THE
SPECIAL TAX FOR FISCAL YEAR 2025-26

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, commencing with Section 53311 of the California Government Code (the "Act"), the City Council (the "City Council") of the City of Weed (the "City") adopted a resolution entitled "A Resolution of Formation of the City Council of the City of Weed to Establish City of Weed Community Facilities District No. 2009-1 (Municipal Services), to Make Environmental Findings and Determinations With Respect Thereto Pursuant to the California Environmental Quality Act, to Establish an Appropriations Limit Therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof (the "Resolution of Formation"), which established the City of Weed Community Facilities District No. 2009- 1 (Services) (the "District") and submitted to the qualified electors of the District for their approval the levy of a special tax;

WHEREAS, on February 12, 2009, an election was held within the District at which the qualified electors of the District approved the levy of a special tax within the District;

WHEREAS, on March 12, 2009, the City Council adopted an ordinance entitled "AN ORDINANCE OF THE CITY OF WEED LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT CITY OF WEED COMMUNITY FACILITIES DISTRICT NO. 2009-1 (FOR MUNICIPAL SERVICES)" (the "Ordinance"), which authorizes the levy of the special tax within the District at the maximum rate and in accordance with the rate and method of apportionment of special tax (the "Rate and Method") set forth in Exhibit B to the Resolution of Formation, which is on file in the office of the City Clerk; and

WHEREAS, Section 53340 of the Act provides that the City Council may provide, by resolution, for the levy of the special tax in the current tax year or in future tax years at the same rate or at a lower rate than the rate approved by the Ordinance if such resolution is adopted and a certified list of all parcels subject to the special tax, including the amount of the tax to be levied on each parcel for the applicable tax year (the "Certified List"), is filed by the City Clerk or other official designated by the City Council, with the Auditor-Controller of the County of Siskiyou, on or before the 10th day of August of that tax year.

NOW, THEREFORE, the City Council of the City of Weed does hereby resolve, determine, and order as follows:

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Annual Rate Determination. The City Council hereby determines that the amount of the special tax to be levied within the District for Fiscal Year 2025-26 shall be \$700.00 (amended from \$2,799.99 by Resolution No. 26-2016) per dwelling unit.

SECTION 3. Proposition 218 Determination. The City Council hereby determines that the rate determined and as set forth above does not exceed the amount as previously authorized by Resolution No. 08-2009, Ordinance No. 09-390, and amended by Resolution 26-2016, is not in excess of that as previously approved by the qualified electors of the District nor an "increase" in any rate or amount levied within the meaning of subdivision (h) of Government Code section 53750, and is therefore exempt from Proposition 218, Article XIII C, Section 2 of the California State Constitution.

SECTION 4. Services. The City Council hereby determines that the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the public services listed in the Resolution of Formation and incidental expenses thereof.

In accord with Resolution No. 08-2009, authorized services, including all related administrative costs, expenses and related reserves for replacement of vehicles, equipment and facilities, are as follows:

- (1) Maintenance of parkways, streets and roads.
- (2) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems and the plowing and removal of snow.
- (3) Police protection services and fire protection and suppression services.

The proceeds of the special taxes shall be used as set forth above and shall not be used for any other purpose.

SECTION 5. Collection. All monies above collected shall be paid into the City funds, including any reserve fund.

SECTION 6. Certified List. The City Council hereby authorizes and directs the City Manager to prepare, or cause to be prepared, a certified list of all parcels subject to the special tax including the amount of the tax to be levied on each parcel for the Fiscal Year 2025-26 (the "Certified List"). On or before August 10, 2025, the City Clerk or the City Clerk's designee is directed to file the Certified List with the Auditor-Controller of the County of Siskiyou.

SECTION 7. County Assessment. The County Auditor of the County of Siskiyou shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment, and such special taxes shall then be collected at the same time and in the same manner as the County taxes are collected.

SECTION 8. CEQA. This resolution is exempt from the California Environmental Quality Act (Public Resources Code, § 21000, et seq.) ("CEQA") pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000, et seq.) sections 15378(b)(4) and 15061(b)(3) as a governmental fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 9. Effective Date. This resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Weed, State of California this 8th day of May 2025, by the following vote:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

Certified list of Assessor Parcel Numbers within the Mello-Roos CFD District

060-650-400-000 Carlson, Thomas and Destiny 2166 Pinnacle Rd. Weed, CA 96094

060-650-340-000 Williams, Charles Edward 2314 Mountain View Dr. Weed, CA 96094

060-650-020-000 Blom Jan and Kolankiewicz-Blom Ida I 2331 Mountain View Dr. Weed CA
96094

Certified by:



Michael C. Britton, Building Official

ATTEST:



City Clerk



City of Weed

Agenda Item Summary

Meeting: City Council – 8 May 2025

Department: Chris Davis, Public Works Director

Agenda Item Title: Council Move to Approve Resolution No. 11-2025 the Adopting a list of Projects for the 25/26 Fiscal Year Funding by SB1 Road and Repair Accountability Act (RMRA) of 2017.

Staff Recommendation: City Council approve Resolution No. 11-2025 adopting a list of projects for the 25/26 Fiscal Year RMRA funding cycle.

Summary: The City has been submitting project lists for SB1 RMRA funds since its beginning in 2017. Project this funding has assisted with include the Vista Drive Complete Street Rehabilitation, E. Lincoln Drive to Angel Valley Drive Rehabilitation, and the purchase of a new crack sealer for use throughout the city.

Fiscal impact:

Projected RMRA Funds for FY 25/26 are \$76,585.00. If the City fails to submit an approved project list, we forfeit those funds for the year.

Alternative Actions:

1. Approve Resolution
2. Deny Resolution
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Resolution No. 11 -2025

RESOLUTION NO. 11-2025
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WEED
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City/County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$76,585.00 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate three active streets/roads projects, add active transportation infrastructure throughout the City this year and several similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City/County's streets and roads are in an at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good to excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Weed, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Project Title: Main Street Project

Project Description: Rebab failing asphalt consisting of Main Street.

Project Location: Main Street. (From the intersection of Weed Boulevard to the intersection of Davis Avenue. Estimated ½ Mile of Roadway)

Estimated Project Schedule Start: April 2026

Estimated Project Completion: October 2026

Estimated Project Useful Life: 25 Years

Project Title: Traffic Safety Equipment

Project Description: Purchase two (2) Wanco WVTM-S Mini Message Boards

Project Location: City Wide Use

Estimated Project Schedule: July 1, 20025 – June 30, 2026

Estimated Useful Life: 10 years

Project Title: Parks Street

Project Description: Rehab failing asphalt from Main Street to Tebbe Street

Project Location: Tebbe Street to Park Street

Estimated Project Schedule: Start July 2025

Estimated Completion: October 2025 (based on the component being funded with RMRA funds)

Estimated Project Useful Life: 20 years.

PASSED AND ADOPTED by the City Council of the City of Weed, State of California this 8th day of May, 2025, by the following vote:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk



City of Weed

Agenda Item Summary

Meeting: City Council – 8 May 2025

Department: Chris Davis, Public Works Director

Agenda Item Title: Council Move to Approve Resolution No. 12-2025 Accepting the Local Transportation Commission (LTC) Local Transportation Fund Claim for Fiscal Year 2025-2026.

Staff Recommendation: City Council approve Resolution No. 12-2025 accepting the 2025/2026 LTC claim in the amount of \$118,304.00.

Summary: The City has received the claim from the LTC for the 2025/2026 Fiscal Year. The claim is in the amount of \$118,304.00. By Purpose, \$81,229.00 is set for Public Transit, with additional funds of \$37,075.00 for City Streets and Roads. Total for both is \$118,304.00.

Fiscal impact :

Increase in Streets and Roads Funding of \$37,075.00.

Alternative Actions:

1. Approve Resolution
2. Deny Resolution
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Resolution No. 12 -2025
LTC Claim

RESOLUTION NO. 12-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED
AUTHORIZING
2025-2026 CLAIM AGAINST THE LOCAL TRANSPORTATION FUND

BE IT RESOLVED by the City Council of the City of Weed that a claim against the Local Transportation Fund in the amount of \$ 118,304.00 (one hundred eighteen thousand, three hundred four dollars and 00/100) for improvements to streets, roads, and public transit, as shown in the Transportation Claim attached hereto and made a part hereof, be submitted to the Local Transportation Commission for approval of payment.

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 the 8th day of May 2025 by the following vote, to wit:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

Siskiyou County Local Transportation Commission
Local Transportation Fund Transportation Claim

Fiscal Year 2025/2026

To: Siskiyou County Local Transportation Commission

From: City of Weed
(Claimant)

This applicant, qualified pursuant to section 99203 of the Public Utilities Code, hereby requests, in accordance with the applicable rules and regulations of the Transportation Development Act as enacted and amended by statute to January 1, 2011, that its claim be approved in the amount of:

\$ 118,304.00

A. Funding Available (Not Claimed)

1. Funds from prior years			
a. Estimated funds with County Auditor	7/1/2025	\$	-
2. Current Estimated Allocations	2025/2026	\$	118,304.00
		\$	118,304.00

B. Total Amount Claimed

1. By Funding Source			
a. Estimated funds with County Auditor		\$	-
b. Current Estimated Allocations	2025/2026	\$	118,304.00
c. Total Claimed		\$	118,304.00
2. By Purpose			
(Chapter 4, Part 11, Division 10 of P.U.C.)			
a. Public Transit [Art 4, Sec 99260 (a)]		\$	81,229.00
b. Streets/Roads [Art 8, Sec 99400 (a)]		\$	37,075.00
c. Other		\$	-
d. Total Claimed		\$	118,304.00

**Siskiyou County Local Transportation Commission
Local Transportation Fund Transportation Claim**

The claimant herewith recognizes that any allocations for streets and roads will be made in accordance with, but not limited to, Section 99401.5, Article 8, Chapter 4, Part 11, Division 10 of the Public Utilities Code. This section stipulates that the Local Transportation Commission must annually review unmet transit needs and determine if they are reasonable to meet prior to making any allocation of funding for streets and roads.

After obtaining approval by the governing body please transmit this claim for payment from the Local Transportation Fund to the following address:

Siskiyou County Local Transportation Commission
190 Greenhorn Road
Yreka, CA 96097

Approval of the claim and payment by the County Auditor is subject to such monies being on hand and available for distribution and to the provisions that such monies will be used in accordance with the rules and regulations of the Transportation Development Act.

Approved:

City of Weed

By: _____
Mayor

Date: _____

Siskiyou County Local Transportation Commission

By: _____
Transportation Commission Executive Director

Date: _____



City of Weed

Agenda Item Summary

Meeting: City Council – 8 May 2025

Department: Brian Carter, Acting Fire Chief.

Agenda Item Title: Council Move to Approve Resolution No. 13-2025 the Surplus and Sale of R1240 known as the “Ambulance”.

Staff Recommendation: City Council approve Resolution No. 13 -2025 authorizing staff to surplus for sale R1240 2014 International Ambulance VIN#1HTJSSKK3EH025673.

Summary: In August of 2024 at a regular City Council Meeting the sale of R1240 was discussed but due to the limit of qualified drivers for the larger emergency vehicles this item was pulled. The funds from the sale of this vehicle were to offset the building of our Type III.

The Type III Engine is nearing completion and staff have decided it's in the best financial interest of the department to sale R1240.

Fiscal impact:

Added potential revenue of \$30,000 to help offset the \$265,996.93 cost of the Type III Engine.

Alternative Actions:

1. Authorize to sell the unit at auction
2. Postpone
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Resolution No. 13 -2025

RESOLUTION NO. 13-2025

A RESOLUTION OF THE CITY COUNCIL
DECLARING CERTAIN PROPERTY SURPLUS AND DIRECTING DISPOSAL

WHEREAS, the City of Weed is the owner of certain personal property which it deems to be no longer of value; and

WHEREAS, said property is as follows:

1. City Log #1240, 2014 International Ambulance VIN#1HTJSSKK3EH025673

WHEREAS, the City presently has no public use for the property, and does not expect future use;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Weed that said personal property is declared surplus.

FURTHER, BE IT RESOLVED that the City Council of the City of Weed hereby directs its disposal to auction.

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 the 8th day of May 2025 by the following vote to wit:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk



City of Weed

Agenda Item Summary

Meeting: City Council – 8 May 2025

Department: Chris Davis, Public Works Director

Agenda Item Title: Council Move to Approve Resolution No. 14-2025 Entering into a Subrecipient Agreement for the 2025 Community Development Block Grant Boles Creek Storm Water Improvement Project.

Staff Recommendation: City Council approve Resolution No. 14 -2025 authorizing the Mayor to enter into a Subrecipient Agreement for the 2025 Community Development Block Grant Boles Creek Storm Water Improvement Project

Summary: The subrecipient will be responsible for performing General Administration and Activity Delivery for the “Boles Creek Storm Water Improvement Project” (Project).

General Administration

The Subrecipient will perform administrative duties required by the State CDBG Program, including, but not limited:

- Prepare and submit the Project application to Grantee on first day of application submission in HCD’s application platform in response to HCD’s CDBG 2025 NOFA.
 - Subrecipient will invoice preparing the application through 21-CDBG-HA-00015 General Administration until the budget is expended or the contract expenditure deadline is met and then invoice preparing the application as a pre-award cost.
 - If the grant is awarded, the pre-award expenditures will be reimbursed through a standard financial report. If the grant is not awarded, the city must absorb the cost.
 - The applications will be reviewed and awarded on a first come first serve basis if the application meets the CDBG 2025 NOFA threshold requirements.
 - Subrecipient and Grantee must coordinate closely to ensure the application is submitted as soon as possible upon the opening of the submission window, as timing is critical to securing funding.
- Prepare and submit future CDBG grant applications.
- Prepare Closeout Documents for this or other CDBG grants.
- Attend City Public Hearings and Council Meetings as needed.
- Attend HCD and HUD trainings and meetings necessary to properly administer CDBG funds.

- Perform other general administration duties to effectively manage the program.
- Assist Grantee with CDBG reports, issues and HCD communications.
- Provide technical assistance to Grantee for administering PI funds including assistance with record keeping, and HCD required reporting.

Activity

Activities include but are not limited to ensuring the procurement process, labor standards including Federal and State wage determinations, project inspection and oversight and other activity specific, eligible tasks follow state and federal guidelines.

- Prepare regular grant reports and documents required by the State.
- Prepare Closeout Documents.
- Attend CDBG project related trainings.
- Assist in the procurement of contractor to meet 2CFR200, CDBG, HCD and HUD guidelines.
- Assist with bid walk-through and preconstruction meetings.
- Coordinate with Construction Contractor to adhere to CDBG Federal requirements, i.e., Certified Payroll and Prevailing Wages, Equal Opportunity Employment, Section 3 Local Hiring, Non-Discrimination, and Mitigation of Environmental Issues. Monitor weekly construction Payroll Records and interview employees for accurate payroll and fringe benefits.
- Other project or construction administrative specific tasks as needed.

Fiscal impact: Grant Funded

General Administration: GNS	\$70,000
Activity: GNS	\$75,000
GNS Budget for 3 years	\$145,000

Alternative Actions:

1. Approve Resolution
2. Deny Resolution
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Resolution No. 14-2025
Subrecipient Agreement

RESOLUTION NO. 14-2025

A RESOLUTION OF THE CITY OF WEED
AUTHORIZING THE MAYOR TO ENTER INTO A SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF WEED AND GREAT NORTHERN SERVICES FOR THE CITY OF WEED'S
2025 COMMUNITY DEVELOPMENT BLOCK GRANT BOLES CREEK
STORM WATER IMPROVEMENT PROJECT.

WHEREAS, the City of Weed ("Grantee") is applying for and anticipates receiving a Grant from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and,

WHEREAS, the Grantee wishes to engage Great Northern Services ("Subrecipient") to assist the Grantee in utilizing such funds.

NOW, THEREFORE, the City Council of the City of Weed resolves as follows:

Authorize the Mayor to enter into a Subrecipient Agreement between the City of Weed and Great Northern Services for the City of Weed's 2025 Community Development Block Grant Boles Creek Storm Water Improvement Project, attached hereto and marked Exhibit "A", is hereby approved and effective May 8, 2025

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 8^h day of May 2025 by the following vote to wit:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

SUBRECIPIENT AGREEMENT

**BETWEEN THE CITY OF WEED
AND**

**GREAT NORTHERN SERVICES
FOR CITY OF WEED'S**

**2025 COMMUNITY DEVELOPMENT BLOCK GRANT
BOLES CREEK STORM WATER IMPROVEMENT PROJECT**

THIS AGREEMENT, entered into on the execution date by and between the City of Weed (herein called the "Grantee") and Great Northern Services (herein called the Subrecipient").

WHEREAS, the Grantee is applying for and anticipates receiving a Grant from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and,

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

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

I. SCOPE OF SERVICE

A. Activities

The subrecipient will be responsible for performing General Administration and Activity Delivery for the "Boles Creek Storm Water Improvement Project " (Project) in a manner satisfactory to the Grantee and the State and consistent with any standards required as a condition of providing these funds upon HCD's award of the Standard Agreement. Such program will include the following activities eligible under the Community Development Block Grant program:

General Administration

The Subrecipient will perform administrative duties required by the State CDBG Program, including, but not limited:

- Prepare and submit the Project application to Grantee on first day of application submission in HCD's application platform in response to HCD's CDBG 2025 NOFA.
 - Subrecipient will invoice preparing the application through 21-CDBG-HA-00015 General Administration until the budget is expended or the contract expenditure deadline is met and then invoice preparing the application as a pre-award cost.
 - If the grant is awarded, the pre-award expenditures will be reimbursed through a standard financial report. If the grant is not awarded, the city must absorb the cost.

- The applications will be reviewed and awarded on a first come first serve basis if the application meets the CDBG 2025 NOFA threshold requirements.
- Subrecipient and Grantee must coordinate closely to ensure the application is submitted as soon as possible upon the opening of the submission window, as timing is critical to securing funding.
- Prepare and submit future CDBG grant applications.
- Prepare Closeout Documents for this or other CDBG grants.
- Attend City Public Hearings and Council Meetings as needed.
- Attend HCD and HUD trainings and meetings necessary to properly administer CDBG funds.
- Perform other general administration duties to effectively manage the program.
- Assist Grantee with CDBG reports, issues and HCD communications.
- Provide technical assistance to Grantee for administering PI funds including assistance with record keeping, and HCD required reporting.

Activity

Activities include but are not limited to ensuring the procurement process, labor standards including Federal and State wage determinations, project inspection and oversight and other activity specific, eligible tasks follow state and federal guidelines.

- Prepare regular grant reports and documents required by the State.
- Prepare Closeout Documents.
- Attend CDBG project related trainings.
- Assist in the procurement of contractor to meet 2CFR200, CDBG, HCD and HUD guidelines.
- Assist with bid walk-through and preconstruction meetings.
- Coordinate with Construction Contractor to adhere to CDBG Federal requirements, i.e., Certified Payroll and Prevailing Wages, Equal Opportunity Employment, Section 3 Local Hiring, Non-Discrimination, and Mitigation of Environmental Issues. Monitor weekly construction Payroll Records and interview employees for accurate payroll and fringe benefits.
- Other project or construction administrative specific tasks as needed.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons (LMI); aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. This activity will meet the objective of benefiting low- and moderate-income persons by qualifying under the Low-Moderate Income Area (LMA) national objective, as over 51% of the residents of Weed have incomes at or below 80% of the area median income.

C. Levels of Accomplishment – Goals and Performance Measures

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

- Prepare reports and upload them to eCivis to ensure contract compliance.

- Activity Implementation Services so that the Boles Creek Storm Water Improvement Project designed by the Engineer is completed per CDBG, HCD and HUD guidelines.

D. Performance Monitoring

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

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective for the given program. For this Project Grantee meets Low-Mod Area threshold as over 51% of the residents of Grantee meet the requirement of having income that is at or below 80% of the area median income.

Changes to the program scope of services, schedule or budget contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by both the Subrecipient and Grantee, with Department notification. If the budget amendment requires a formal grant amendment with the Department, then the Grantee will have Department approval of the change before amending this Agreement.

II. TIME OF PERFORMANCE

Services of the Subrecipient will commence upon date of Agreement execution and will end at the completion of the Standard Agreement, unless terminated in accordance with the provision of Part VI. General Conditions (H) of this agreement or as otherwise provided herein.

III. BUDGET

Subrecipient will receive a direct reimbursable rate for services described in the Scope of Services which includes direct expenses of salaries, supplies, mileage, benefits, taxes, etc. and direct cost pooled expenses. Budget is based on a reimbursable rate of \$85.00 per hour. In addition, Subrecipient will charge the standard IRS mileage rate for all travel and invoice direct reimbursement for materials and supplies.

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

General Administration: GNS	\$70,000
Activity: GNS	\$75,000
GNS Budget for 3 years	\$145,000

GNS will invoice for the actual work performed at our cost (i.e. salaries, benefits, travel, direct pooled costs) which will not exceed the total budget.

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(1) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$145,000 which includes using General Administration and Activity as described in the Scope of Services. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

V. NOTICES

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

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

Grantee

City of Weed
Chris Davis
Public Works Director
P.O. Box 470
Weed, CA 96094
davis@ci.weed.ca.us

Subrecipient

Great Northern Services
Brandy Caporaso
Community Development Manager
310 Boles Street
Weed, CA 96094
bcaporaso@gnservices.org

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and

(2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract including 2 CFR Appendix II to Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards". The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310 and 200.326, Bonding and Insurance.

F. Grantee Recognition

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

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Department and the Grantee's governing

body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

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

H. Suspension or Termination

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

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

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

I. Debarment & Suspension

Subrecipient shall be eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. Subrecipient shall furnish proof of being eligible to receive federal funding which will become an attachment to this Agreement.

In addition, the Subrecipient must comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

J. Drug Free Work Place

Subrecipients shall comply with the Drug-Free Workplace Act of 1988 and shall submit their policy so it becomes an attachment to this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 Subpart E and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart E; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

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

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name,

address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Subrecipient must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act of 1974 unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Indirect Costs

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

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

3. Progress Reports

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

D. Procurement

1. Compliance

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

2. 2 CFR 200

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-200.327.

3. Travel

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

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The

Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved

with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee,

HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units,

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

3. "Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project

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

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or

elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Activities

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

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XI. SEVERABILITY

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

XII. SECTION HEADINGS AND SUBHEADINGS

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

XIII. WAIVER

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

XIV. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of:

Date: _____

City of Weed

Great Northern Services

Darrell Parham
Mayor

Marie-Josée Wells
CEO/Executive Director



City of Weed

Agenda Item Summary

Meeting: City Council – 8 May 2025

Department: Justin Mayberry, Acting City Manager

Agenda Item Title: By Motion, Consider Adoption of Resolution No. 15-2025, Which Adopts Procedures for Holding Public Hearings and Reporting on the City of Weed's Workforce Vacancies, and Recruitments and Retention Efforts in Compliance with Assembly Bill ("AB") 2561 (Gov. Code § 3502.3).

Staff Recommendation: Staff recommends the Council move to Adopt Resolution No.15-2025, which adopts procedures for holding public hearings and reporting on the City of Weed's workforce vacancies, and recruitment and retention efforts in compliance with Assembly Bill ("AB") 2561 (Gov. Code § 3502.3).

Summary: AB 2561 was introduced to address the issue of job vacancies in local government, which adversely affects the delivery of public services and employee workload. AB 2561 requires public agencies to hold at least one public hearing per fiscal year to discuss vacancies and recruitment and retention efforts. This report discusses the City's legal obligations under the new law, which took effect on January 1, 2025. This report recommends the adoption of measures intended to ensure compliance with such legal obligations.

In compliance with the new legal obligations, the City of Weed is required to do the following:

1. **Public Hearing:** At least once each fiscal year, at a public hearing before the City Council , the City shall present information regarding the status of vacancies and recruitment and retention efforts (Gov. Code § 3502.3(a)(1)) and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process (Gov. Code § 3502.3(a)(3)).

If the City Council adopts an annual or multiyear budget during the fiscal year, this presentation must occur prior to the City Council's adoption of the final budget for the City (Gov. Code § 3502.3(a)(2).)

2. **Employee Organization Participation:** Allow the recognized employee organization for each bargaining unit at the City of Weed to make presentations during the public hearing concerning vacancies and recruitment and retention efforts. (Gov. Code § 3502.3(b).)
3. **Additional Reporting for High Vacancy Rates:** If vacancies within a single bargaining unit meet or exceed 20% of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City of Weed must provide additional information during the public hearing, including the following: (1) the total number of vacancies; (2) the number of applicants; (3) the

average time to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit. (Gov. Code § 3502.3(c).)

Public Outreach

The Procedures for the Public Hearing on the City of Weed's Vacancies and Recruitment and Retention Efforts (Procedures"), attached hereto as Attachment 2, establish protocol for the city's public hearings on vacancies in order to ensure a fair, orderly, and efficient hearing process.

The Procedures set forth specific requirements concerning matters such as the provision of notice to recognized employee organizations regarding the public hearing and their right to make a presentation at the hearing, the length and order of the City of Weed's and the employee organizations' presentations, and the standards of discourse during the public hearing.

Fiscal Impact:

Is there a Fiscal Impact? No

Is it Currently Budgeted? N/A

Where is it Budgeted? N/A

Is it Mandatory or Discretionary? Mandatory

Is there a Staff Resource Impact? Nominal

Alternative Actions:

1. Do not adopt the resolution and provide staff with alternative feedback.
2. Postpone approval of progress report
3. Other actions at Council's discretion

Environmental Review:

Exempt per California Environmental Act (CEQA) Guideline, Section 15061(b)(3)

Attachments:

1. AB 2561 Legislative Text
2. Resolution No. 15-2025
3. City of Weed's Procedures for Public Hearing Regarding AB 2561

RESOLUTION NO. 15-2025
THE CITY COUNCIL OF THE CITY OF WEED
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED
ADOPTING PROCEDURES FOR PUBLIC HEARINGS ON THE CITY OF
WEED VACANCIES AND RECRUITMENT AND RETENTION EFFORTS.

RECITALS

- A. On January 1, 2025, Assembly Bill (“AB”) 2561 (Gov. Code § 3502.3) went into effect requiring public agencies to hold at least one public hearing per fiscal year to report on the City’s workforce vacancies, and recruitment and retention efforts; and
- B. AB 2561 requires the City of Weed to present information regarding the status of vacancies and recruitment and retention efforts prior to the adoption of the final budget for the City Council; and
- C. AB 2561 requires the City of Weed to allow recognized employee organizations for each City bargaining unit to make presentations during the public hearing concerning vacancies and recruitment and retention efforts; and
- D. AB 2561 requires the City of Weed, if requested, to provide additional information during the public hearing if vacancies within a single bargaining unit is 20% or more of the authorized full-time positions; and
- E. The City Council desires to establish protocol and additional requirements for the City of Weed’s public hearings pursuant to AB 2561, including the provision of notice to recognized employee organizations regarding the public hearing, the recognized employee organizations’ right to make a presentation at the hearing, the length and order of the presentations and the standards of discourse during the public hearing.

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

1. The City Council hereby adopts the Procedures for Public Hearings on the City of Weed Vacancies and Recruitment and Retention Efforts as set forth in Exhibit “A”.
2. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Weed, State of California, held on this 8th day of May 2025.

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the City Council of the City of Weed, Weed, California, at a meeting thereof, held on the 8th day of May, by the following vote, to wit:

AYES: Councilmembers

NOES: Councilmembers

ABSTAIN: Councilmembers

ABSENT: Councilmembers

Mayor of the City of Weed

ATTEST:

City Clerk of the City of Weed

Approved as to form:

City Attorney of the City of Weed

THE CITY OF WEED
PROCEDURES FOR AB 2561 PUBLIC HEARINGS

Introduction and Scope:

Effective January 1, 2025, Government Code section 3502.3 requires the City Council to present information on the status of vacancies at the City and the City's recruitment and retention efforts at a public hearing before the City Council at least once per fiscal year.

Government Code section 3502.3 also requires the City of Weed to identify during the public hearing any necessary changes to the City's policies, procedures, and recruitment activities that may contribute to obstacles in our hiring process.

At the public hearing, a recognized employee organization for a bargaining unit is entitled to make a presentation to the City Council addressing the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

The purpose of these procedures is to establish protocol for the City of Weed's public hearings on vacancies in order to ensure a fair, orderly, and efficient hearing process.

The City reserves the right to schedule separate public hearings for different bargaining units, and is not limited to one public hearing to address all vacancies and recruitment and retention efforts within the City.

Notice Requirements:

1. When the City schedules a City Council hearing pursuant to the obligations set forth under Government Code section 3502.3 ("AB 2561 Hearing" or "Hearing"), the City of Weed will notify in writing each recognized employee organization ("Employee Organization") about which the Hearing is being held that the City Council will hold an AB 2561 Hearing (the City and Employee Organization may hereafter be referred to collectively as "Parties"). The notice will provide each Employee Organization the opportunity to identify any negotiable impacts/effects regarding the City's compliance with Government Code section 3502.3 and the City's policy.
2. The City of Weed will notify in writing each Employee Organization of the date, time and place of the Hearing at least 10 calendar days in advance of the Hearing, if the Hearing is regarding a bargaining unit represented by that Employee Organization. In the notice, the City of Weed will inquire whether the Employee Organization intends to make a presentation to the City Council at the Hearing. The city will request that, for planning purposes, the Employee Organization provide written notice to the Human Resources Department at least 5 calendar days in

advance of the Hearing indicating whether the Employee Organization intends to make a presentation at the Hearing.

The notice will also include information about the amount of time that the City Council has allotted to the Employee Organization(s) for the Employee Organization(s) presentation at the Hearing.

3. In the event the vacancy rate for a City's bargaining unit is at least 20% of the total number of authorized full-time positions in the bargaining unit, the Employee Organization that represents the bargaining unit may request that the city present "additional information" related to the vacancies as permitted by Government Code section 3502.3, subd. (c). The city will request that the Employee Organization submit its request for the City's presentation of such information to the Human Resources Department in writing at least 5 calendar days in advance of the Hearing. The "additional information" constitutes the following: (1) the total number of job vacancies within the bargaining unit; (2) the total number of applicants for vacant positions within the bargaining unit; (3) the average number of days to complete the hiring process from when a position is posted; and (4) opportunities to improve compensation and other working conditions.
4. The City will provide notice of the Hearing to the public in accordance with the Ralph M. Brown Act. (Gov. Code §§ 54950-54963.)
5. A staff report regarding vacancies and recruitment and retention efforts may be published as part of the agenda packet for the Hearing.
6. The City Council and applicable Employee Organization(s) may agree to exchange presentation materials in advance of the Hearing.

Order of the Hearing:

The Hearing will proceed in the following order:

1. The City Council Presentation: The City will present to the City Council information pursuant to the City's obligations set forth under Government Code section 3502.3. The City's presentation will be limited to 10 minutes for each bargaining unit about which the AB 2561 Hearing is held. The City Council may choose to 1) present data on all applicable bargaining unit(s) at once, after which consolidated presentation, the applicable Employee Organization(s) will present; or 2) to present data for each applicable bargaining unit individually followed by the corresponding Employee Organization presentation.
2. Employee Organization Presentation: Following the City's presentation, each applicable Employee Organization will have the opportunity to make a presentation for each of the applicable bargaining units that the Employee Organization represents. For each bargaining unit, the Employee Organization presentation will

be limited to 10 minutes and should not contain bargaining proposals to the City Council on matters that have not been presented in bargaining.

3. Governing Body Questions: The City Council may ask questions of the City and the Employee Organization presenter(s). The time spent for the City Council questions and the Parties' responses to the City Council questions will not be included in the Parties' 10 minute presentations.
4. Final The City of Weed Comments: Final City's comments will be limited to 3 minutes per bargaining unit and will take place following the Employee Organization presentation. The City may choose to 1) present final comments on all applicable bargaining unit(s) at once, after which consolidated presentation, the applicable Employee Organization(s) will present its final comments; or 2) to present final comments for each applicable bargaining unit individually followed by the corresponding Employee Organization final comments.
5. Final Employee Organization Comments: Following the City's final comments, each applicable Employee Organization will have the opportunity to make final comments for each of the applicable bargaining units that the Employee Organization represents. For each bargaining unit, the Employee Organization's final comments will be limited to 3 minutes per bargaining unit and should not contain bargaining proposals to the City of Weed on matters that have not been presented in bargaining.
6. Public Comment: Public comment regarding the AB 2561 Hearing will be limited to 3 minutes per person and any other lawful restrictions on public comments that the City Council may impose.

Standards of Discourse:

The City Council should recognize that engaging with diverse perspectives is vital for effective governance and a vibrant community. To ensure full expression of such diverse perspectives, the City Council should provide that participants follow the principles of respectful and civil discourse.

↓

Assembly Bill No. 2561

CHAPTER 409

An act to add Section 3502.3 to the Government Code, relating to public employment.

AB 2561, McKinnor. Local public employees: vacant positions.

Existing law, the Meyers-Milias-Brown Act (act), authorizes local public employees, as defined, to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of labor relations. The act requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations and to consider fully presentations that are made by the employee organization on behalf of its members before arriving at a determination of policy or course of action.

This bill would, as specified, require a public agency to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year, and would entitle the recognized employee organization to present at the hearing. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the bill would require the public agency, upon request of the recognized employee organization, to include specified information during the public hearing. By imposing new duties on local public agencies, the bill would impose a state-mandated local program. The bill would also include related legislative findings.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement shall be made pursuant to these statutory provisions for costs mandated by the state pursuant to this act, but would recognize that a local agency or school district may pursue any available remedies to seek reimbursement for these costs.

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS
FOLLOWS:

SECTION 1.

The Legislature finds and declares as follows:

(a) Job vacancies in local government are a widespread and significant problem for the public sector affecting occupations across wage levels and educational requirements.

(b) High job vacancies impact public service delivery and the workers who are forced to handle heavier workloads, with understaffing leading to burnout and increased turnover that further exacerbate staffing challenges.

(c) There is a statewide interest in ensuring that public agency operations are appropriately staffed and that high vacancy rates do not undermine public employee labor relations.

SEC. 2.

Section 3502.3 is added to the Government Code, to read:

3502.3.

(a) (1) A public agency shall present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board at least once per fiscal year.

(2) If the governing board will be adopting an annual or multiyear budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget.

(3) During the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

(b) The recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing at which the public agency presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

(c) If the number of job vacancies within a single bargaining unit meets or exceeds 20 percent of the total number of authorized full-time positions, the public agency shall, upon request of the recognized employee organization, include all of the following information during the public hearing:

(1) The total number of job vacancies within the bargaining unit.

(2) The total number of applicants for vacant positions within the bargaining unit.

(3) The average number of days to complete the hiring process from when a position is posted.

(4) Opportunities to improve compensation and other working conditions.

(d) This section shall not prevent the governing board from holding additional public hearings about vacancies.

(e) The provisions of this section are severable. If any provision of this section or its application is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(f) For purposes of this section, "recognized employee organization" has the same meaning as defined in subdivision (a) of Section 3501.

SEC. 3.

The Legislature finds and declares that Section 2 of this act, which adds Section 3502.3 to the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

It is in the public interest, and it furthers the purposes of paragraph (7) of subdivision (b) of Section (3) of Article I of the California Constitution, to ensure that information concerning public agency employment is available to the public.

SEC. 4.

No reimbursement shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code for costs mandated by the state pursuant to this act. It is recognized, however, that a local agency or school district may pursue any remedies to obtain reimbursement available to it under Part 7 (commencing with Section 17500) and any other law.

CITY OF WEED CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 10, 2025

The City Council of the City of Weed held a regular meeting on Thursday, April 10, 2025, at 5:30 pm in the Council Chambers at City Hall. Mayor Darrell Parham called the meeting to order. Present, in addition to Mayor Parham, were Council Members Mark Mazzoni via zoom, Ken Palfini, and Melissa Whetstine. Also present were Acting City Manager and Police Chief Justin Mayberry, City Attorney David Ruderman, Finance Director Jill Porterfield, Public Works Director Chris Davis, Assistant Fire Chief Brian Carter, and City Clerk Sandra Duchi

Council Member Palfini moved to excuse Council Member Virasonh. Council Member Whetstine seconded the motion, and the roll call vote was:

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

NONES: None

ABSCENT: Council Member Virasonh

III. ACCEPTANCE OF AGENDA/URGENCY ITEMS

Council Member Palfini moved to accept the agenda as posted. Council Member Whetstine seconded the motion, and the roll call vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: Council Member Virasonh

IV. NON-AGENDA PUBLIC COMMENT

James Striegel spoke in support of a 4/20 festival.

V. ADJOURN TO CLOSED SESSION

Council Member Palfini moved to adjourn to closed session. Council Member Whetstine seconded the motion, and the roll call vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: Council Member Virasonh

VI. CLOSED SESSION

A. Public Employee Appointment (\$54957)
City Manager

VII. ADJOURN TO OPEN SESSION

Council Member Palfini moved to return to open session. Council Member Whetstine seconded the motion, and the roll call vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: Council Member Virasonh

Mayor Parham announced there was no reportable action.

VIII. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Mazzoni thanked staff for accommodating his attendance via zoom. Council Member Palfini attended an RCAC meeting at the Community Center, and announced the Family Fun Day is April 19, 2025, at Bel Air Park and is free to all. Council Member Parham attended the Loa New Years celebration, stated it was very well attended and encouraged citizens to support the Chinese Auction Saturday April 12, 2025.

IX. PRESENTATIONS AND PROCLAMATIONS

- A. Kory Hayden from the Siskiyou County Economic Development Council reported on projects and services offered by the SCEDC.

X. CONSENT AGENDA

Mayor Parham read the consent agenda, asked for public comment, and asked if any member would like to pull any items from the consent agenda. There were none.

- A. By Motion, considered adopting Resolution No. 08-2025 Awarding the Boles and Mill Street Rehabilitation Project to J.F. Shea and authorizing the Mayor or City Manager to enter into the contract.
- B. By Motion, considered approving contract amendments for City Attorney.
- C. By Motion, considered approving minutes from March 13, 2025, Regular Meeting, and March 24, 2025, Special Meeting.
- D. By Motion, considered approving payment warrants dated 03/25/25 including any voided warrants totaling \$464,448.99.
- E. By Motion, considered approving and filing the month end report for March 2025.

Council Member Palfini moved to approve the consent agenda as submitted. Council Member Whetstine seconded the motion, and the roll call vote was:

AYES: Council Members Mazzoni, Palfini, Parham, and Whetstine.

NOES: None

ABSENT: Council Member Virasonh

XI. COUNCIL BUSINESS

- A. **Finance** – By Motion, Council considered adopting Resolution No. 09-2025 approving Mid-Year Budget Adjustments for Fiscal Year 24-25. Finance Director Porterfield presented the staff report. Council Members questions were asked and answered. Council Member Palfini moved to adopt Resolution No. 09-2025. Council Member Whetstine seconded the motion, and the roll call vote was:

AYES: Council Members Mazzoni, Palfini, Parham, and Whetstine.

NOES: None

ABSENT: Council Member Virasonh

- B. **Fire** – By Motion, Council considered approving the Weed Volunteer Fire Department apply for the Volunteer Fire Capacity Grant due May 5, 2025; 50/50 Match up to \$10,000.00. Assistant Fire Chief presented the staff report. Council Members questions were asked and answered. Mayor Parham moved to approve the Fire Department applying for the Volunteer Fire Capacity Grant. Council Member Whetstine seconded the motion, and the roll call vote was:

AYES: Council Members Mazzoni, Palfini, Parham, and Whetstine.

NOES: None

ABSENT: Council Member Virasonh

Mayor Parham recused himself from Items C, D, and E.

- C. **Public Safety – Special Event Encroachment Permit** - by Motion, Council considered approval of special event encroachment permit, pending receipt of insurance, for the closure of Main Street from 0800 May 17, 2025 until 1800 May 18, 2025, (34 consecutive hours), and waivers of WMC 9.16.010 and 9.16.030 for outside sale and consumption of alcohol within the event boundaries for the Weed Chamber of Commerce Steampunk Festival, and approve a “No Parking” on Clay street along the west curb during the event closure times. (*Insurance is due to the City 15 days before the event). Police Chief Mayberry presented the staff report. Council Members questions were asked and answered. Council Member Whetstine moved to approve the encroachment permit. Council Member seconded the motion but made a friendly amendment to include conditions required and requested the approval to be a conditional approval. Council Member Whetstine accepted the friendly amendment, and the roll call vote was:
AYES: Council Members Mazzoni, Palfini, and Whetstine.
NOES: None
ABSENT: Council Member Virasonh
- D. **Public Safety – Special Event Encroachment Permit** - by Motion, Council considered approval of special event encroachment permit to close a portion of the City parking lot at the North corner of E. Inez Street and Clay Street from 0900 April 15, 2025, until 2100 April 20, 2025, for the One Year Anniversary of Goldenhour Collective. (The city did not receive a request to waive WMC 9.16.010 and 9.16.030, so outdoor sales and consumption of alcohol are prohibited. Outdoor consumption of cannabis is prohibited.) Police Chief Mayberry presented the staff report. Council Members questions were asked and answered. Council Member Palfini moved to deny approval of the encroachment permit. Council Member Mazzoni seconded the motion, and the roll call vote was:
AYES: Council Members Mazzoni, Palfini, and Whetstine.
NOES: None
ABSENT: Council Member Virasonh
- E. **Public Safety – Special Event Encroachment Permit** – By Motion, Council reviewed and considered possible revocation of the Encroachment Permit conditionally approved March 13, 2024 based on stipulation set by the council, and consider new Encroachment Permit for La Florista at 242 Main Street for the closure of a 150 feet of Main Street at 242, and 218 Main Street for an outdoor and interior event between the hours of 0700 to 2100* on 4/20/25. (*times taken from map) The city did not receive a request to waive WMC 9.16.010 and 9.16.030, so outdoor sales and consumption of alcohol are prohibited. Outdoor consumption of cannabis is prohibited. Police Chief Mayberry presented the staff report. Elizabeth Tabor, owner of La Florista commented in support of her event and on the modifications made to the original plan. Council Member Whetstine moved to revoke the conditionally approved encroachment permit. Council Member Mazzoni substituted with a timeline extension that died due to lack of a second. Council Member Palfini seconded the first motion to revoke, and the roll call vote was:
AYES: Council Members Mazzoni, Palfini, and Whetstine.
NOES: None
ABSENT: Council Member Virasonh
- F. **Public Safety – Road Closure**, Council will considered request by staff for temporary “No Parking” along the west curb of Clay Street on 4/20/2025. Council Member Palfini moved to table the item. Council Member Whetstine seconded the motion, and the roll call vote was:
AYES: Council Members Mazzoni, Palfini, Parham, and Whetstine.
NOES: None

ABSENT: Council Member Virasonh

XII. STAFF REPORTS

Fire reported the department received 55 calls for service last month, has interviewed two applicants for the Weed Fire Department, and has attended training at College of the Siskiyous. Public Works thanked citizens in the College Ave. area for being patient during the construction and reported one applicant is in background for the Building Inspector position. Police reported 1954 incidents in March, 44 cases, and 21 arrests, and recommended review of our encroachment permit process, Family Fun Day is April 19, 2025, at Bel Air Park. The City Clerk reported an encroachment permit ordinance has been submitted to the City Counsel for review and recommendation and there will be a Planning Commission meeting April 10, 2025.

Council Member Palfini moved to adjourn to closed session at 7:45pm. Council Member Whetstine seconded the motion, and the roll call vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: Council Member Virasonh

XIII. CLOSED SESSION

A. Public Employee Appointment (§54957) City Manager

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.)

Mayor Parham moved to adjourn to open session at 8:35pmm. Council Member Whetstine seconded the motion, and the roll call vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: Council Member Virasonh

There was no reportable action.

XV. ADJOURNMENT

Council Member Palfini moved to adjourn the meeting. Council Member Whetstine seconded the motion, and the roll call vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: Council Member Virasonh

SINE DIE 8:36 pm

Mayor

ATTEST:

City Clerk

Accounts Payable

Computer Check Register

User: britton@ci.weed.ca.us
 Printed: 04/09/2025 - 8:02AM
 Batch: 00001.04.2025 - 4/10/25 Accounts Payable
 Bank Account: TCB3409



Check	Vendor No	Vendor Name	Date	Invoice No	amount
11448	TCB3409	2223	AFLAC	4/10/2025	
					326.45
					18.30
			Check 11448 Total:		344.75
11449	TCB3409	1009	AT&T CALNET	4/10/2025	
				000023200465	20.54
				000023200465	85.54
				000023200465	173.63
				000023200465	42.57
				000023200465	106.41
				000023200467	31.99
			Check 11449 Total:		460.68
11450	TCB3409	2299	AV CAPTURE ALL INC.	4/10/2025	
				2909	1,800.00
				2909	1,200.00
				3055	1,800.00
				3055	1,200.00
			Check 11450 Total:		6,000.00
11451	TCB3409	1146	C.G. ROXANE LLC	4/10/2025	
				WEED-PYT2025	100,000.00
			Check 11451 Total:		100,000.00
11452	TCB3409	1148	CA DEPT OF TRANSPORTA	4/10/2025	
				SL250639	4,059.81
			Check 11452 Total:		4,059.81
11453	TCB3409	1169	CALIFORNIA SAFETY COM	4/10/2025	
				580256	366.75
			Check 11453 Total:		366.75
11454	TCB3409	1173	CAL-ORE COMMUNICATI	4/10/2025	
				324005316 0425	4.99
				324005316 0425	4.99
				324005316 0425	4.99
				324005316 0425	4.99
				324005316 0425	4.99
				324005316 0425	5.00
				324007288 0425	101.24
				324007288 0425	101.24
				324007288 0425	101.23
				324007288 0425	101.23
				324007288 0425	101.23
				324007288 0425	101.23

Check		Vendor No	Vendor Name	Date	Invoice No	amount
					324007288 0425	101.23
			Check 11454 Total:			637.35
11455	TCB3409	2250	WYATT CARSON	4/10/2025	1486-9389	272.95
			Check 11455 Total:			272.95
11456	TCB3409	1190	CASELLE	4/10/2025	2041-140238	2,277.00
			Check 11456 Total:			2,277.00
11457	TCB3409	1307	DELL MARKETING LP	4/10/2025	10787033748	16,784.89
			Check 11457 Total:			16,784.89
11458	TCB3409	1336	DON ERICKSON	4/10/2025	207147	126.68
					207147	395.89
					207147	791.78
					207147	95.01
					207147	174.19
			Check 11458 Total:			1,583.55
11459	TCB3409	1353	E & S ENGINEERS & SURV	4/10/2025	4941	3,096.00
			Check 11459 Total:			3,096.00
11460	TCB3409	1386	EZ JANITORIAL	4/10/2025	32525WCH	235.00
			Check 11460 Total:			235.00
11461	TCB3409	1388	FAMILY & COMMUNITY R	4/10/2025	SL0325	10,800.00
			Check 11461 Total:			10,800.00
11462	TCB3409	1398	FIRST BANKCARD	4/10/2025	4702 ST032425	688.92
					4702 ST032425	63.43
					4702 ST032425	573.89
					4702 ST032425	46.64
					4702 ST032425	64.18
					4174 ST032425	13.80
					4174 ST032425	24.67
					8530 ST032425	5.29
			Check 11462 Total:			1,480.82
11463	TCB3409	1406	FREIGHTLINER NORTHWI	4/10/2025	°C631036014:01	273.34
					°C631036014:02	14.27
			Check 11463 Total:			287.61
11464	TCB3409	1438	GREAT NORTHERN SERVI	4/10/2025		

Check		Vendor No	Vendor Name	Date	Invoice No	amount
					181621-0225	3,004.99
			Check 11464 Total:			3,004.99
11465	TCB3409	1462	HINDERLITER DE LLAMA	4/10/2025	SIN048484	1,263.00
			Check 11465 Total:			1,263.00
11466	TCB3409	1496	J & J PUMPS INC	4/10/2025	26658-1	22,691.40
			Check 11466 Total:			22,691.40
11467	TCB3409	1593	KELLIE POWER	4/10/2025	40125	925.00
			Check 11467 Total:			925.00
11468	TCB3409	2300	THOMAS MAHOOD	4/10/2025	1.000078.02	53.37
			Check 11468 Total:			53.37
11469	TCB3409	1747	MUNICIPAL MAINTENANC	4/10/2025	034553	1,439.61
					034553	1,439.61
			Check 11469 Total:			2,879.22
11470	TCB3409	1756	NAPA AUTO PARTS	4/10/2025	STMT 03/31/25	1,017.48
					STMT 03/31/25	152.51
					STMT 03/31/25	156.22
					STMT 03/31/25	11.31
					STMT 03/31/25	169.53
			Check 11470 Total:			1,507.05
11471	TCB3409	1766	NETWORK ONE	4/10/2025	FPA-107197	3,155.00
					FPA-107197	3,155.00
			Check 11471 Total:			6,310.00
11472	TCB3409	1808	PACE ANALYTICAL SERVI	4/10/2025	252802380	136.20
					252802374	305.80
			Check 11472 Total:			442.00
11473	TCB3409	1853	POSTMASTER	4/10/2025	PERMIT #3	350.00
					'ERMIT #3 0425	500.00
					'ERMIT #3 0425	500.00
					'ERMIT #3 0425	500.00
			Check 11473 Total:			1,850.00
11474	TCB3409	1875	RAMSHAW'S ACE HARDW	4/10/2025	614379	85.98

Check		Vendor No	Vendor Name	Date	Invoice No	amount
			Check 11474 Total:			85.98
11475	TCB3409	1881	RAY-MAC MECHANICAL	4/10/2025		
					113251	295.00
					5759	11,580.00
			Check 11475 Total:			11,875.00
11476	TCB3409	1947	SAFETY-KLEEN SYSTEMS	4/10/2025		
					96667399	100.00
			Check 11476 Total:			100.00
11477	TCB3409	2301	SHASTA MONEY MANAGE	4/10/2025		
					17.002008.02	31.06
			Check 11477 Total:			31.06
11478	TCB3409	1993	SHASTA VALLEY PEST CO	4/10/2025		
					3/26/25-10	90.00
			Check 11478 Total:			90.00
11479	TCB3409	2033	SISKIYOU FOOD ASSISTAN	4/10/2025		
					TOT 24/25	1,760.00
			Check 11479 Total:			1,760.00
11480	TCB3409	2242	STEVE SLUSS	4/10/2025		
					6833	19.15
					804	11.10
			Check 11480 Total:			30.25
11481	TCB3409	2049	SOLANO'S INC	4/10/2025		
					348982	32.19
					ST 032525	9.43
					ST 032525	14.89
					ST 032525	193.82
					ST 032525	10.39
					ST 032525	65.69
					ST 032525	150.49
					ST 032525	16.68
					ST 032525	317.25
					ST 032525	128.21
					ST 032525	79.97
					ST 032525	481.21
					ST 032525	5.00
			Check 11481 Total:			1,505.22
11482	TCB3409	2059	SPRINGBROOK HOLDING	4/10/2025		
					TM INV-008936	3,312.00
			Check 11482 Total:			3,312.00
11483	TCB3409	2096	SWRCB	4/10/2025		
					47371	80.00
			Check 11483 Total:			80.00

Check		Vendor No	Vendor Name	Date	Invoice No	amount
11484	TCB3409	2132	TIMBERWORKS	4/10/2025		
					PYMT #10	226,406.20
			Check 11484 Total:			226,406.20
11485	TCB3409	2151	TURNERS CARPETS ETC II	4/10/2025		
					033125	690.00
			Check 11485 Total:			690.00
11486	TCB3409	2159	U.S. CELLULAR	4/10/2025		
					20250325000198	589.50
			Check 11486 Total:			589.50
11487	TCB3409	2161	UNION PACIFIC RAILROAD	4/10/2025		
					339431290	677.88
			Check 11487 Total:			677.88
11488	TCB3409	2167	US BANK - OFFICE EQUIPMENT	4/10/2025		
					552172124	549.71
					552172124	549.71
			Check 11488 Total:			1,099.42
11489	TCB3409	2178	VESTIS	4/10/2025		
					5066819562	13.89
					5066819562	13.89
					5066819562	13.89
					5066819562	13.89
					5066819562	13.89
					5066819562	13.89
					5066824938	13.89
					5066824938	13.89
					5066824938	13.89
					5066824938	13.89
					5066824938	13.89
					5066824938	13.89
			Check 11489 Total:			166.68
11490	TCB3409	2241	PHET VIRASONH	4/10/2025		
					032025	301.96
					032025	20.00
			Check 11490 Total:			321.96
11491	TCB3409	2209	WOODS PEST CONTROL INC	4/10/2025		
					1308185	106.00
			Check 11491 Total:			106.00
			Report Total:			438,540.34

Accounts Payable

Computer Check Register

User: britton@ci.weed.ca.us
 Printed: 04/24/2025 - 10:13AM
 Batch: 00003.04.2025 - 4/25/25 AP
 Bank Account: TCB3409



Check	Vendor No	Vendor Name	Date	Invoice No	amount
11497	TCB3409	2223	AFLAC	4/25/2025	
					326.45
					18.30
			Check 11497 Total:		344.75
11498	TCB3409	1030	AIRGAS USA, LLC	4/25/2025	
				5515653238	296.30
			Check 11498 Total:		296.30
11499	TCB3409	1079	APPTEGY, INC	4/25/2025	
				INV28293	7,644.00
			Check 11499 Total:		7,644.00
11500	TCB3409	1009	AT&T CALNET	4/25/2025	
				000023347832	21.02
				000023347832	87.52
				000023347832	177.66
				000023347832	252.68
				000023347832	43.55
				000023347832	108.89
				000023347834	31.94
			Check 11500 Total:		723.26
11501	TCB3409	1101	BATTERY SYSTEMS, INC	4/25/2025	
				15492504081212	689.16
			Check 11501 Total:		689.16
11502	TCB3409	1116	BLUE STAR GAS	4/25/2025	
				1745164	76.02
				1745164	237.58
				1745164	475.15
				1745164	57.00
				1745164	104.55
			Check 11502 Total:		950.30
11503	TCB3409	1252	COLANTUONO, HIGHSMIT	4/25/2025	
				64875	4,552.40
				64877	1,173.00
				64878	92.00
			Check 11503 Total:		5,817.40
11504	TCB3409	1257	COMCAST	4/25/2025	
				236820504	415.75

Check	Vendor No	Vendor Name	Date	Invoice No	amount
Check 11504 Total:					415.75
11505	TCB3409	1314	DEPARTMENT OF JUSTICE	4/25/2025	
				794746	98.00
Check 11505 Total:					98.00
11506	TCB3409	1336	DON ERICKSON	4/25/2025	
				207147	2,684.72
				207147	1,194.08
				207147	514.12
				207147	97.94
				200512	102.38
				200512	319.93
				200512	639.87
				200512	76.78
				200512	140.77
				205855	104.89
				205855	57.21
				205855	476.76
				205855	238.38
				205855	76.28
Check 11506 Total:					6,724.11
11507	TCB3409	1386	EZ JANITORIAL	4/25/2025	
				72524wch	235.00
Check 11507 Total:					235.00
11508	TCB3409	1388	FAMILY & COMMUNITY R	4/25/2025	
				4th QTR 24/25	3,120.00
Check 11508 Total:					3,120.00
11509	TCB3409	1393	FERGUSON WATERWORKS	4/25/2025	
				1889225	366.79
				1889101	6,807.64
Check 11509 Total:					7,174.43
11510	TCB3409	1414	GANNETT CALIFORNIA L	4/25/2025	
				0007045619	467.00
				0007045619	166.00
				0007045619	778.00
Check 11510 Total:					1,411.00
11511	TCB3409	1438	GREAT NORTHERN SERV	4/25/2025	
				181621-0325	562.38
Check 11511 Total:					562.38
11512	TCB3409	1463	HOFFCO SIGNS & INDUST	4/25/2025	
				68071	553.00
Check 11512 Total:					553.00
11513	TCB3409	1481	IIMC	4/25/2025	
				ID#38310	195.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount
Check 11513 Total:					195.00
11514	TCB3409	1735	MSC INDUSTRIAL SUPPLY	4/25/2025	
				7608228002	175.07
Check 11514 Total:					175.07
11515	TCB3409	1766	NETWORK ONE	4/25/2025	
				FPA-107400	3,155.00
				FPA-107400	3,155.00
Check 11515 Total:					6,310.00
11516	TCB3409	1808	PACE ANALYTICAL SERVI	4/25/2025	
				252802735	489.80
				252802664	137.80
Check 11516 Total:					627.60
11517	TCB3409	1809	PACE CIVIL INC.	4/25/2025	
				52620	210,000.00
				52621	8,802.25
				52622	6,451.25
				52621	235.00
				52623	1,821.25
				52624	6,202.90
				52621	587.50
				52621	235.00
				52625	6,521.25
				52626	5,250.00
				52627	8,738.25
				52628	23,651.00
Check 11517 Total:					278,495.65
11518	TCB3409	1813	PACIFIC POWER & LIGHT	4/25/2025	
				4032563713581	710.40
				4032563713581	570.17
				4032563713581	2,564.19
				4032563713581	11,763.86
				63713581-0181	3,822.32
				4032563713581	164.21
				44274209-0016	886.92
				63713581-0017	1,964.95
				63713581-0207	59.13
				63713581-0223	2,106.68
Check 11518 Total:					24,612.83
11519	TCB3409	1815	PALACIOS LAW OFFICE	4/25/2025	
				WEED-4068	200.00
Check 11519 Total:					200.00
11520	TCB3409	1834	PERSONNEL PREFERENCE	4/25/2025	
				687336	69.50
Check 11520 Total:					69.50
11521	TCB3409	1847	PLACEWORKS	4/25/2025	

Check		Vendor No	Vendor Name	Date	Invoice No	amount
					COWE-01.0-6	1,710.00
					COWE-01.0-6	712.50
			Check 11521 Total:			2,422.50
11522	TCB3409	2225	PLIC - SBD Grand Island	4/25/2025		224.28
						131.13
			Check 11522 Total:			355.41
11523	TCB3409	1881	RAY-MAC MECHANICAL	4/25/2025	113275	2,283.51
			Check 11523 Total:			2,283.51
11524	TCB3409	2263	RIVERVIEW INTERNATIONAL	4/25/2025	184343	879.79
					184343	124.41
			Check 11524 Total:			1,004.20
11525	TCB3409	1945	S.C.O.R.E. C/O CITY OF DU	4/25/2025	WccQ4FY25	53,425.39
			Check 11525 Total:			53,425.39
11526	TCB3409	2027	SISKIYOU COUNTY ECON	4/25/2025	ST 04/01/25	2,500.00
			Check 11526 Total:			2,500.00
11527	TCB3409	2242	STEVE SLUSS	4/25/2025	900	29.70
			Check 11527 Total:			29.70
11528	TCB3409	2098	SWRCB ACCOUNTING OFI	4/25/2025	SW-0315033	619.00
			Check 11528 Total:			619.00
11529	TCB3409	2219	TEAMSTERS LOCAL137	4/25/2025		208.50
			Check 11529 Total:			208.50
11530	TCB3409	2177	VERIZON	4/25/2025	6109947239	46.57
					6109947239	533.29
					6109947239	287.43
					6109947239	123.15
					6109947239	46.57
					6109947239	79.58
					6109947239	375.74
					6109947239	41.57
					6109947239	41.57
					6109947239	83.14
					6109741259	25.02
			Check 11530 Total:			1,683.63

Check	Vendor No	Vendor Name	Date	Invoice No	amount
11531	TCB3409	2178	VESTIS	4/25/2025	
				5066838110	17.28
				5066838110	17.28
				5066838110	17.28
				5066838110	17.28
				5066838110	17.28
				5066838110	17.28
				5066832421	15.02
				5066832421	15.01
				5066832421	15.01
				5066832421	15.01
				5066832421	15.01
				5066832421	15.01
				5066832421	15.01
				5066843458	15.01
				5066843458	15.01
				5066843458	15.02
				5066843458	15.01
				5066843458	15.01
				5066843458	15.01
				5066843458	15.01
					283.82
			Check 11531 Total:		
11532	TCB3409	2205	WINEMA CEMETERY ASSC	4/25/2025	
				TR 4 24/25 TOT	2,338.75
			Check 11532 Total:		2,338.75
			Report Total:		414,598.90



City of Weed

Agenda Item Summary

Meeting: City Council – 8 May 2025

Department: Sandra Duchi, City Clerk.

Agenda Item Title: Hold Public Hearing on Ordinance No. 484-2025, An Ordinance of the City Council of the City of Weed Amending Sections 18.08.035, 18.08.197, 18.08.260, 18.08.350, 18.08.395, 18.08.445, 18.08.496, 18.08.497 of Chapter 18.08 of Title 18 of the Weed Municipal Code and the City of Weed Zoning District Regulations to Regulate Hotel Stays.

Staff Recommendation: Planning Commission recommends the Council hold public hearing then move for introduction and first reading, by title only, of Ordinance No. 484 -2025 An Ordinance of the City Council of the City of Weed Amending Sections 18.08.035, 18.08.197, 18.08.260, 18.08.350 18.08.395, 18.08.445, 18.08.496, 18.08.497 Of Chapter 18.08 Of Title 18 of the Weed Municipal Code and the City of Weed Zoning District Regulations to Regulate Extended Hotel Stays

Summary: On April 16, 2025, the Planning Commission held a public hearing to review and recommend the proposed amendments to Title 18 as listed above. One letter of opposition was received and distributed to the Commissioners. There were no members of the public in attendance.

The Planning Commission moved, in a 4-0 vote, to recommend the City Council hold a public hearing then move for introduction and first reading of the ordinance.

Fiscal impact:

Unknown at this time.

Alternative Actions:

1. Choose another option
2. Postpone
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Ordinance No. 484 -2025
Zoning District Regulations.

ORDINANCE 484-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEED AMENDING SECTIONS 18.08.035, 18.08.197, 18.08.260, 18.08.350 18.08.395, 18.08.445, 18.08.496, 18.08.497 OF CHAPTER 18.08 OF TITLE 18 OF THE WEED MUNICIPAL CODE AND THE CITY OF WEED ZONING DISTRICT REGULATIONS TO REGULATE EXTENDED HOTEL STAYS

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

SECTION 1. CODE AMENDMENT. Section 18.08.035 of Chapter 18.08 of Title 18 of the Weed Municipal Code is hereby added to read as follows:

18.08.035 - Apartment hotel.

“Apartment hotel” means a building or portion thereof designed for or containing both apartments and individual, furnished guestrooms or rental units under resident supervision. Such facilities typically maintain an inner lobby through which all tenants must pass to gain access to apartments, rooms, or units. Typically used for long-term accommodations (stays longer than 30 days), apartment hotels are fitted with amenities the average home would require (e.g., facilities for refrigeration and preparation of food, such as a refrigerator, microwave, dishwasher, or kitchenette sink, and self-serve laundry facilities). For the purpose of this Code, an “apartment hotel” is a separate and distinct use from a “hotel” or “motel.”

SECTION 2. CODE AMENDMENT. Section 18.08.197 of Chapter 18.08 of Title 18 of the Weed Municipal Code is hereby added to read as follows:

18.08.197 – Extended stay hotel.

“Extended stay hotel” means a hotel, motel, or inn containing ten or more sleeping rooms that have facilities for the refrigeration and preparation of food by guests (e.g., facilities for refrigeration and preparation of food, such as a refrigerator, microwave, dishwasher, or kitchenette sink) and a self-serve laundry facility available for guest use, in more than fifty percent (50%) of the individual rooms, with a floor area no less than 200 square feet for each individual room. For the purpose of this Code, an “extended stay hotel” is a separate and distinct use from a “hotel” or “motel.”

SECTION 3. CODE AMENDMENT. Section 18.08.260 of Chapter 18.08 of Title 18 of the Weed Municipal Code is hereby amended to read as follows (deletions denoted by ~~struck through~~ text and additions denoted by underlined text)

18.08.260 – Hotel.

For the definitions of “hotel,” see “motel,” defined in Section 18.08.350: “Hotel” means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for temporary dwelling, lodging or sleeping purposes, and includes any hotel, inn, studio hotel, bachelor hotel, dormitory, public or private club, or

other similar structure or portion thereof where stays are less than 30 days. Structures that offer stays of more than 30 days shall not be a hotel but shall meet the requirements for an “extended stay hotel” or “apartment hotel.” Hotel facilities may include meeting/conference rooms, business center, restaurant, bar or nightclub, and small store. For the purpose of this Code, a “hotel” is a separate and distinct use from an “extended stay hotel” or “apartment hotel.”

SECTION 4. CODE AMENDMENT. Section 18.08.350 of Chapter 18.08 of Title 18 of the Weed Municipal Code is hereby amended to read as follows (deletions denoted by ~~struck through~~ text and additions denoted by underlined text)

~~“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~~ means a hotel providing transients with lodging and parking facilities. Motels are typically a roadside hotel having rooms adjacent to, and usually accessible to, an outside parking area. Motels are also known as a motor lodge. Structures that offer stays of more than 30 days shall not be a motel but shall meet the requirements for an “extended stay hotel” or “apartment hotel.” For the purpose of this Code, a “motel” is a separate and distinct use from an “extended stay hotel” or “apartment hotel.”

SECTION 5. CODE AMENDMENT. Section 18.08.395 of Chapter 18.08 of Title 18 of the Weed Municipal Code is hereby added to read as follows:

18.08.395 – Residential hotel.

“Residential hotel” means “apartment hotel.”

SECTION 6. CODE AMENDMENT. Section 18.08.445 of Chapter 18.08 of Title 18 of the Weed Municipal Code is hereby amended to read as follows (deletions denoted by ~~struck through~~ text and additions denoted by underlined text)

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. Stays shall be less than 30 days. Stays more than 30 days shall meet the requirements provided in the definition of “extended stay hotel.”

SECTION 7. CODE AMENDMENT. Section 18.08.496 of Chapter 18.08 of Title 18 of the Weed Municipal Code is hereby added to read as follows:

18.08.496 – Transient.

“Transient” has the meaning provided in Section 3.28.020 of the Weed Municipal Code.

SECTION 8. CODE AMENDMENT. Section 18.08.497 of Chapter 18.08 of Title 18 of the Weed Municipal Code is hereby added to read as follows:

18.08.497 - Transient Occupancy Tax.

“Transient Occupancy Tax” means the tax imposed under Chapter 3.28 of the Weed Municipal Code.

SECTION 9. CODE AMENDMENT. The City of Weed Zoning District Regulations is hereby amended as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

SECTION 10: CEQA. Because there is not substantial evidence, in light of the whole record before the City, that this ordinance would have a significant impact on the environment, the City Council determined that this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 11: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase of this ordinance irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 12: This ordinance shall become effective thirty (30) days after its passage, and within fifteen (15) days after its adoption it shall be posted in three public places in the City of Weed in accordance with 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 8th day of May, 2025, and thereafter adopted at a regular meeting of said Council held on the ____ day of June, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Darrell Parham, Mayor

ATTEST:

Sandra Duchi, City Clerk

CITY OF WEED ZONING DISTRICT REGULATIONS

District	Subject #	Uses Allowed (None but the following uses, or uses which in the opinion of the Planning Commission are similar will be allowed.)	Use Permit	Minimum Building Site (square feet)		Minimum Lot Width (feet)		Maximum Allowable Lot Coverage	Maximum Allowable Height (feet)	Minimum Front Yard (feet)	Minimum Side Yard (feet)		Minimum Rear Yard (feet)		Minimum Lot Area per Family Unit (sq. ft.)
				Corner	Interior	Corner	Interior				Corner	Interior	Corner	Interior	
R-1	211	Single Family Dwelling	No	6,000	5,400	60	60	40%	35	20	10	5	10' setback and 1000 sq. ft. uncovered on rear 1/3	5400	
	212	Second single family dwelling, Guesthouse	Yes	5,400	5,400	60	60	60%	35	20	10	5	10' setback and 1000 sq. ft. uncovered on rear 1/3	2,700	
	213	Accessory building	No	See W. M. C. §18.24.080							See W. M. C. §18.24.080				
	214	One sign, not over 6 sq. ft. in area, pertaining to the sale, lease, or rental of property on which it is located	No												
	215	Public buildings, churches, schools, parks, playgrounds, hospitals	Yes	10,000	10,000	100	100	40%	45	20	10	10	20	20	
	216	Landscaped public or private parking lot when adjacent to a "C" or "CM" district	Yes	5,400	5,400	60	60	10%	35	20	5	5	5	5	
	217	Home Occupations, crop and tree farming, public utility buildings and uses, but not including equipment yard, storage yard, warehouse or repair shop	Yes												
R-2	218	Group care facilities serving six or fewer persons**	No												
	0.2181	***Group Residential serving seven or more persons***	Yes	7,000	6,000	70	60	60%	35	15	10	6	15	15	2,000
	0.2183	***Accessory Dwelling Unit***	No												
	0.2185	***Supportive Housing, Transitional Housing***	No												
	0.2187	***Farmworker Housin***	No												
	221	All uses permitted in the "R-1" District	No	6,000	5,400	60	60	40%	35	20	10	5	10' setback and 1000 sq. ft. uncovered on rear 1/3	2,500	
	222	Duplex, single structure ***Farmworker Housing***	No	7,000	6,000	70	60	40%	35	20	10	5	10' setback and 1000 sq. ft. uncovered on rear 1/3	2,000	
R-3	0.2231	***Group Residential serving seven or more persons***	Yes	7,000	6,000	70	60	60%	35	15	10	6	15	15	2,000
	231	All uses permitted in the "R-2" District													
	232	Apartments, Supportive Housing**	No	7,000	6,000	70	60	60%	45	15	10	6	15	15	2,000
	233	Transitional Housing**	Yes	7,000	6,000	70	60	60%	35	15	10	6	15	15	2,000
	234	Rooming and boarding houses, lodges, clubs, rest home	Yes	7,000	6,000	70	60	60%	45	15	10	6	15	15	---
	235	One sign, not over 4 sq. ft. attached to the main building and pertaining to the use therein	No	--	--	--	--	--	15	--	--	--	--	--	---
	241	All uses permitted in the "R-2" District													
R-4	242	Apartments, Supportive Housing**	No	7,000	6,000	70	60	60%	45	15	10	6	15	15	1,500
	243	Transitional Housing**	No	6,000	5,400	60	60	60%	35	15	10	6	15	15	1,500
	244	Hotel, Motel, Rooming and Boarding House, Lodge, Club, Rest Home, Single Room Occupancy** *** not including Extended Stay Hotels, Residential Hotels or Apartment Hotels***	Yes	7,000	6,000	70	60	60%	45	15	10	6	15	15	500
	245	Mobile Home Park, Trailer Court	Yes	5 acres		100	100	-	35	25	10	10	10	10	1,800
	246	Bar, Restaurant, or Coffee Shop accessory to uses permitted in the district, and where entrance to such is from a lobby or court without direct access to a public street	Yes												
	247	Professional Office, Clinics	Yes	5,400	5,400	60	60	60%	35	15	10	5	5	5	---
	248	One sign, not over eight (8) sq. ft. appurtenant to the principal use of the property	No	--	--	--	--	--	15	--	--	--	--	--	---

In accordance with requirements for principal use and as specified in use permit.

District	Subject #	Uses Allowed (None but the following uses, or uses which in the opinion of the Planning Commission are similar will be allowed.)	Use Permit		Minimum Building Site (square feet)		Minimum Lot Width (feet)		Maximum Allowable Lot Coverage	Maximum Allowable Height (feet)	Minimum Front Yard (feet)		Minimum Side Yard (feet)		Minimum Rear Yard (feet)		Minimum Lot Area per Family Unit (sq. ft.)
			Corner	Interior	Corner	Interior	Corner	Interior			Corner	Interior	Corner	Interior	Corner	Interior	
C-1	251	Retail Business establishments within a building, conducting sales of the following: Apparel, Books, Confectionary, Drugs, Flowers, Food, Furniture, General Merchandise, Gifts, Hardware, Household Appliances, Jewelry, Liquor, Periodicals, Photo Supplies, Self-Service Laundries, Personal Service establishments within a building including the following: Barber Shop, Photographic Studio, Beauty Shop, Radio and TV Repair, Cleaning Agency, Shoe Repair. Also: Department Stores, Bank, Office, Theaters, Bars, Restaurants, Bowling Alleys, Public Utility Uses, but not including equipment yards, storage yards, warehouse, or repair shop.	No		2,500	2,500	25	25	100%	45							
	252	Signs, pertaining to any permitted use	Yes														
	253	Parking lots	Yes							15							
	254	Retail Sales and Personal Services not within a building. Service Stations, Car Washes	Yes							45							
	255	Residential uses, Hotels, Motels, Single Room Occupancy*** Accessory Dwelling Units, Transitional Housing, Supportive Housing ***not including Extended Stay Hotels, Residential Hotels or Apartment Hotels****	Yes														
C-2	256	Services within a building, Pet Hospitals, veterinary services for household pets*, Group Care Facilities**	Yes														
	0.2561	Low Barrier Navigation Center***	No		2,500	2,500	25	25	100%	45							
	0.2563	Group Residential***	No														
	261	All use permitted in the "C-1" District															
	262	The following uses within a building: Animal Hospital, Auto Sales, Service, Repair, Body, Paint, Commercial Recreation, Creamery, Dry Cleaner, Heavy Equipment Sales & Service, Laundry, Locker Plant, Mortuary, Nursery, Plumbing, Sheet Metal, and Tire Shops, Second Hand Sales, Wholesaling.	Yes		2,500	2,500	25	25	100%	60							
C-M	263	Signs, pertaining to any permitted use	Yes														
	264	Out door storage and sales establishments, service stations, car washes	Yes														
	271	All uses permitted in the "C-2" District	As specified in C-2 District		10,000	10,000	100	100	33%	50							As specified in C-2 District
	272	The following uses, when conducted within a building or surrounded by a solid fence of board, masonry, or otherwise suitable material, at least six (6) feet high: Blacksmith Shop, Bottling Plant, Building Materials, Cabinet Shops, Cold Storage, Contractor's Yard, Feed & Fuel Yard, Food Processing, Lumber Yard, Machine Shop, Outdoor Storage & Sales, Pipe Yard, Public Utility Service Yards, Warehousing.	No		10,000	10,000	100	100	33%	50							
	273	Light manufacturing, fabricating, assembling, component manufacturing, small parts processing.	No		10,000	10,000	100	100	33%	50							

District	Subject #	Uses Allowed (None but the following uses, or uses which in the opinion of the Planning Commission are similar will be allowed.)	Use Permit	Minimum Building Site (square feet)		Minimum Lot Width (feet)		Maximum Allowable Height (feet)	Maximum Allowable Lot Coverage	Minimum Front Yard (feet)	Minimum Side Yard (feet)		Minimum Rear Yard (feet)		Minimum Lot Area per Family Unit (sq. ft.)
				Corner	Interior	Corner	Interior				Corner	Interior	Corner	Interior	
M	281	Wholesale stores and storage, service establishments, light and heavy industrial and manufacturing uses, which in connection with, there is no appreciable, offensive or objectionable odor, dust, noise or other nuisance factors; all uses provided in Subsection .272 are included herein.	No	2,500	2,500	25	25	100	100%	None unless established by plan lines.					---
	282	Industrial or manufacturing uses, which, in the opinion of the Planning Commission may be objectionable by reason of the production of offensive odors, dust, noise, bright lights, vibration or involving the storage or handling of explosives or dangerous materials, and including, but not limited to those uses listed hereunder. Auto wrecking; bituminous paving plants and manufacturing of bituminous paving product; commercial excavation of building or construction materials, concrete batching plants; junk yards; manufacturing or storage of acid, cement, explosives or fireworks; fertilizer, gas, glue, gypsum, inflammable fluids, lime or plaster of paris; refining or storage of petroleum or its products; salvage or war surplus yards; smelting of iron, tin, zinc or other ores.	Yes	2,500	2,500	25	25	100	100%	None unless established by plan lines.					---
	283	Service Stations	Yes	10,000	10,000	100	100	60	100%						
	284	Retail sales and personal service establishments.	Yes	2,500	2,500	25	25	60	100%	None unless established by plan lines.					---
U	285	Residential use only when accessory to industrial or commercial uses.	Yes					As required for principal industrial or commercial use.							2,500
	286	Signs, appurtenant to permitted uses	Yes	---	---	---	---	30	---	---	---	---	---	---	---
	287	Outdoor advertising signs and structures, not appurtenant to uses	Yes	---	---	---	---	35	---		10	---	---	---	---
	291	All uses, unless otherwise prohibited by law, provided that a use permit shall first be secured for any use established in the district.	Yes					As specified in use permit.							
OS	325	Open Space, Crop and tree farming, grazing of horses, cattle, sheep, goats and similar animals; riding and hiking trails.	No	---	---	---	---	---	---	---	---	---	---	---	---
	326	All other uses.	Yes		10,000	60		35	35%	20	6	6	20	20	---
	327	***Farmworker Housing***	No	Consistent with California Code, Health and Safety Code - HSC § 17021.6											

Notes:
 *Added by Ord 348-2000, 1/2000
 **Added by Ord 405-2012, 5/2012
 ***Added by Ord 477-2024 11/2024
 ****Added by Ord -2025



City of Weed

Agenda Item Summary

Meeting: City Council – 8 May 2025

Department: Brian Carter, Acting Fire Chief

Agenda Item Title: Introduction and First Reading, by Title only, of Ordinance No. 485-2025, An Ordinance of the City Council of the City of Weed to Designate Fire Hazard Severity Zones.

Staff Recommendation: City Council move to introduce and hold first reading, by title only, of Ordinance No. 485-2025, an Ordinance of the City Council of the City of Weed to Designate Fire Hazard Severity Zones within the City of Weed.

Summary: The State Fire Marshal has released an updated Fire Hazard Severity Map. A copy of the map is attached to this memorandum. The State Fire Marshal requires cities to adopt this Fire Hazard Severity map.

The State Fire Marshal updated the fire severity map which made the City of Weed in a High Fire Hazard Severity zone.

Fiscal impact:

Unknown at this time.

Alternative Actions:

1. Choose another option
2. Postpone
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Ordinance No.485-2025
Fire Hazard Severity Map.

ORDINANCE NO. 485-2025

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEED TO
DESIGNATE FIRE HAZARD SEVERITY ZONES**

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

1. The City of Weed ("City") hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.
2. The map, approved by the City, is hereby incorporated by reference, and entitled "City of Weed Fire Hazard Severity Zones." Dated January 22, 2025.
3. The official map is also located electronically on the following website: ci.weed.ca.us
4. This Ordinance shall be in full force and effect 30 days after its adoption.
5. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in a newspaper of general circulation printed, published, and circulated within the City.

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 8th day of May, 2025, and thereafter adopted at a regular meeting of said Council held on the ____ day of June 2025, by the following vote, to wit:

AYES: Council Members

NAYS:

ABSENT:

ABSTAINING:

Darrell Parham, Mayor

APPROVED AS TO FORM:

David J. Ruderman, City Attorney

ATTEST:

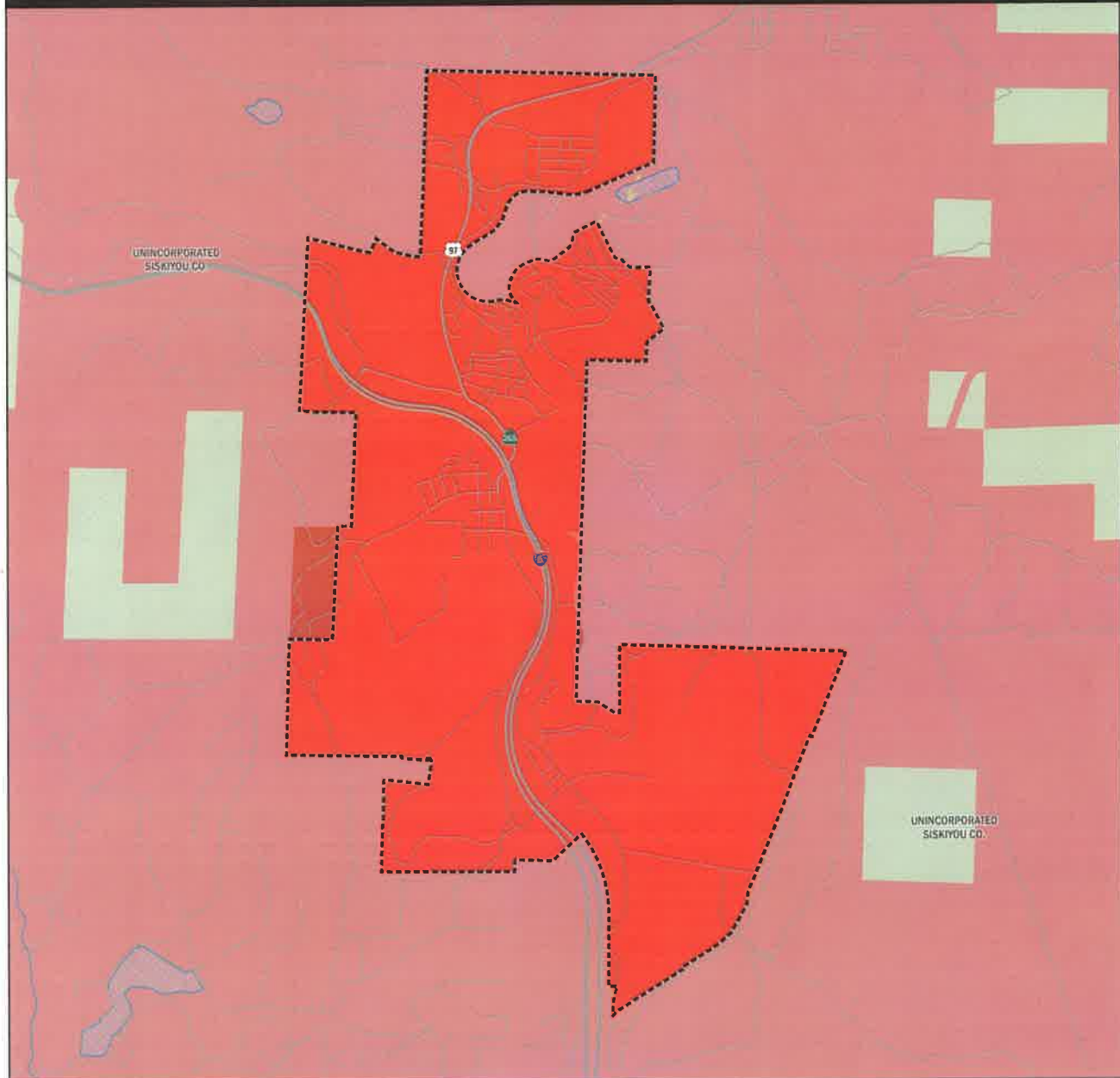
Sandra Duchi, City Clerk



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal

January 22, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High High

Mi 0 1 2
Km 0 1 2

Projection: NAD 83 California Teale Albers
Scale: 1:30,000 at 11" x 17"

--- Incorporated City
--- Unzoned LRA
--- Waterbody
--- Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)



City of Weed

Agenda Item Summary

Meeting: City Council – 8 May 2025

Department: Sandra Duchi, Planning Commission Secretary

Agenda Item Title: Council will consider an appointment to the Planning Commission for a 4 year term.

Staff Recommendation: City Council consider letter of interest from Robert Thomas for the open Planning Commission seat for a 4 year term.

Summary: The Planning Commission has had one open set for the past two years. We have received one letter of interest for this open seat. This seat is open to a resident of Weed or a resident of the sphere of influence. The applicant is a resident of Weed.

Fiscal impact:

None.

Alternative Actions:

1. Appoint
2. Deny
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Letter of Interest

Robert Thomas
1586 Wakefield Avenue
Weed, CA 96094
jugb33@gmail.com

April 4, 2025

City of Weed
Weed Planning Commission
550 Main Street
Weed, CA 96094

Dear Planning Commission,

I am writing to express my strong interest in joining the City of Weed Planning Commission. As a long-time resident of Weed, I have a deep appreciation for our community. I am eager to contribute my skills, knowledge, and enthusiasm to the planning and development decisions shaping our future.

I believe my long-term residency in Weed and community involvement have provided me with a solid foundation for understanding our community of Weed. My professional experience has equipped me with valuable skills such as problem-solving, collaboration, and analytical thinking, all of which I believe will make me an asset to the Planning Commission.

I am passionate about fostering a balanced approach to development that respects the needs of our growing population. I am particularly excited about the opportunity to work with other commissioners and stakeholders to ensure that planning decisions reflect the best interests of all residents, now and in the future.

I would welcome the opportunity to discuss my qualifications further and how I can contribute to the work of the Planning Commission. Thank you for your consideration. I look forward to the possibility of serving our community in this capacity.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Thomas", written in a cursive style.

Robert Thomas