1.0 CITY COUNCIL MEETING – CALL TO ORDER – 6:00 PM

Call to order (please place cell phones and pagers on silent.
Statement for the record of Council members present
Pledge of Allegiance
Invocation

2.0 AWARDS/RECOGNITIONS

3.0 COMMUNICATIONS

3.1 Presentations

Leslie Morgan – Shasta County Assessor/Recorder – Annual Report

3.2 Public Comment Period

This time is set aside for citizens to address the City Council on matters listed on the Consent Calendar as well as other items not included on the regular agenda. If your comments concern an item noted on the regular agenda, please address the Council after that item is open for public comment. Pursuant to the Brown Act (Govt Code Section 54950 et. seq), action or Council discussion cannot be taken on matters not on the agenda other than to receive comments. Those matters will customarily be referred to the City Manager’s Office. Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time. Comments should be limited to matters within the jurisdiction of the City. Persons wishing to address the Council must fill out a Speaker Request Form prior to the beginning of the meeting. Forms are available from the City Clerk, 1650 Stanton Drive, Shasta Lake, on the City’s website, or at the back of the meeting hall. If you have documents to present to members of the Council to review, please provide a minimum of seven copies.

3.3 Commission/Committee Reports

3.4 City Council Comments/Reports

3.5 Staff Comments/Reports

4.0 CONSENT CALENDAR

4.1 Approval of the regular meeting minutes of July 20, 2010. (still being prepared)

5.0 PUBLIC HEARINGS
5.1 Public Hearing and possible approval of the Fiscal Year 2010/2011 Spending Plan for the State funds of $1000,000 received under the Citizen's Option for Public Safety (COPS) Program.

6.0 OLD BUSINESS

7.0 NEW BUSINESS

7.1 Discussion and possible action to approve a Resolution to declare S.T. Rhoades Construction, Inc. the lowest responsive, responsible bidder and enter into a contract with S.T. Rhoades Construction for the construction of the Industrial Park Access Road Improvements Project in the amount of $32,000.

7.2 Discussion and possible direction regarding the Authorized Salary Schedule.

8.0 COUNCIL/STAFF REPORTS/COMMENTS

8.1 Council Comments/Reports

8.2 Staff Comments/Reports

9.0 ADJOURNMENT

Committee and Commission Meetings:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council/ Redevelopment Agency Meetings</td>
<td>1st and 3rd Tuesday at 6:00 p.m.</td>
</tr>
<tr>
<td>Parks and Recreation Advisory Commission</td>
<td>4th Wednesday at 7:00 p.m. in January, March, May, July, September, and November</td>
</tr>
<tr>
<td>Planning Commission</td>
<td>3rd Thursday at 6:00 p.m.</td>
</tr>
</tbody>
</table>

City Council Meetings are televised on Channel 11 the following Wednesday at 8:30 p.m. and Friday at 2:00 p.m.

Parties with a disability as provided by the American Disabilities Act who require special accommodations or aides in order to participate in the public meeting should make the request to the City Clerk at least 48 hours prior to the meeting.

“This is an equal opportunity institution”
CITY OF SHASTA LAKE
REDEVELOPMENT AGENCY MEETING

MINUTES OF THE REGULAR MEETING HELD TUESDAY, JULY 6, 2010 AT THE JOHN BEAUDET COMMUNITY CENTER, 1525 MEDIAN AVENUE, SHASTA LAKE, CA.

1.0 REDEVELOPMENT AGENCY MEETING: Convened at 7:44 p.m.

1.1 Board members present: Dixon, Farr, Hurlhey, Lindsay, Lucero, Watkins

2.0 PUBLIC COMMENT PERIOD: None

3.0 CONSENT CALENDAR

3.1 Resolution RDA10-8 to approve the City of Shasta Lake’s intention to enter into a contract with Lakmann Construction, Inc. for the construction of the Shasta Lake Law Enforcement Center Project in the amount of $4,096,808.

3.2 Approval of the minutes for the Special meeting of June 23, 2010.

Motion/Vote

By motion made, seconded (Lindsay/Farr), and carried, the Consent Calendar was approved.

4.0 ADJOURNMENT

With no further business to come before the Board, Chairperson Palmer adjourned the meeting at 7.52 p.m.

TONI M. COATES, CMC, Secretary
Report and Recommendations
Reviewed and Approved

Executive Director

AGENDA ITEM
Redevelopment Agency Meeting

TO: Carol Martin, Executive Director
FROM: Fred Castagna, Project Manager
DATE: July 7, 2010
SUBJECT: Professional Services Agreement with Economic Development Corporation of Shasta County (EDC)

FILE:

RECOMMENDATION:

Staff recommends Agency approval of the annual professional services agreement with the EDC of Shasta County in the amount of $27,500.

BACKGROUND:

The Economic Development Corporation represents the Cities of Shasta Lake, Anderson, and Redding as well as the County of Shasta in marketing our communities to industrial businesses looking to relocate or build new facilities in Shasta County. More recently, the firm has been heavily involved in saving local jobs through retention efforts. In addition, the EDC is the Manager of the Shasta Metro Enterprise Zone, in which Shasta Lake is a partner. The Zone provides tax benefits and other incentives to businesses that invest in equipment or provide jobs within the Zone. At least once each year the EDC holds a seminar in Shasta Lake to educate our local businesses on Zone benefits and other business resources that are available. Virtually all of Shasta Lake’s commercial and industrial properties are included in the Enterprise Zone.

Since 1996 the EDC has performed these services for the Redevelopment Agency through participation in the EDC’s Shasta 2001 and Shasta 2011 five-year business plans and an annual professional services agreement. During that period, the EDC has recruited Knauf Fiber Glass, Wesflex Pipe, Premier Brand Meats, and Fresenius Medical. The EDC also recruited King Cycle, which eventually moved out of the state. King’s two buildings were resold and are now occupied by
three companies including Lawrence & Associates Engineering. A total of over 200 good-paying jobs in Shasta Lake can be directly attributed to the efforts of the EDC. The EDC is the only agency in Shasta County that is making outreach to businesses looking to expand or relocate. Notwithstanding the contractual obligations the RDA has made to support the EDC’s five year plan and the commitments our agency has made to the State of California to support the Enterprise Zone, staff feels it essential to maintain a continued presence in business recruitment. A copy of the agreement for fiscal year 2010-11 is attached.

Mr. Brad Frost, Chairman of the Board of the EDC will attend the July 20th regular meeting of the Redevelopment Agency to present his Scope of Work for the proposed contract with the Agency. Mr. Frost will be prepared to discuss past and future projects and to answer any questions the Board may have.

**FISCAL IMPACTS:**

$27,500 from Redevelopment funds that have been previously identified in the two-year budget.

**ATTACHMENTS:**

Resolution. Professional Services Agreement with Scope of Work attached.

**DISTRIBUTION:**

Board of Directors and Executive Director of the Shasta Lake Redevelopment Agency, Assistant City Manager.
RESOLUTION RDA 10-

A CITY OF SHASTA LAKE REDEVELOPMENT AGENCY RESOLUTION
APPROVING THE ANNUAL PROFESSIONAL SERVICES AGREEMENT WITH THE
ECONOMIC DEVELOPMENT CORPORATION OF SHASTA COUNTY

WHEREAS, the City of Shasta Lake and the Redevelopment Agency have previously committed to support of Shasta 2011, the five-year plan of the Economic Development Corporation to promote business growth in Shasta County; and

WHEREAS, Shasta 2011 plan specifically targets primary industry growth in the Shasta Metro Enterprise Zone; and

WHEREAS, virtually all of the commercial and industrial properties in the City of Shasta Lake are within the Enterprise Zone; and

WHEREAS, the Redevelopment Agency supports business growth within the City of Shasta Lake; and

WHEREAS, the Redevelopment Agency has previously approved a budget item in the amount of $27,500 for a contract with the Economic Development Corporation.

NOW, THEREFORE, BE IT RESOLVED that the City of Shasta Lake Redevelopment Agency hereby authorizes the Executive Director to sign a professional services contract with the Economic Development Corporation of Shasta County for fiscal year 2010-2011, at a fee not to exceed $27,500.

PASSED, APPROVED, AND ADOPTED this 20th day of July, 2010, by the following vote:

AYES:
NOES:
ABSENT:

______________________________
GREG WATKINS, Chair

ATTEST:

___________________________
TONI M. COATES, CMC, Secretary
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SHASTA LAKE REDEVELOPMENT AGENCY AND THE
ECONOMIC DEVELOPMENT CORPORATION OF SHASTA COUNTY

THIS AGREEMENT is entered into on _______, 2010, between the City of Shasta Lake Redevelopment Agency ("Agency") and the Economic Development Corporation of Shasta County ("Consultant") for the purpose of Economic Development and Industrial Recruitment for the City of Shasta Lake and the Agency, including business development, retention and expansion, media relations and special projects. The effective of this agreement shall be July 1, 2010.

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in Exhibit A entitled Scope of Services. Consultant shall provide the services at the time, place and in the manner specified in Exhibit A.

No verbal agreement or conversation with any officer, agent or employee of Agency, either before, during or after the execution of this Agreement shall affect or modify any of the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement.

2. COMPENSATION AND REIMBURSEMENT OF COSTS

Consultant shall not be compensated for services outside the Scope of Services outlined in Section 1 above unless, prior to the commencement of such services:

A. Consultant notifies Agency and Agency agrees that such services outside the scope of Exhibit A are to be performed;

B. Consultant estimates the additional compensation required for the additional services, and

C. Agency, after notice, approves the additional services and amount of compensation therefore.
AGENCY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit A in a total amount not to exceed Twenty Seven Thousand Five Hundred Dollars ($27,500.00). The payments specified in Exhibit A shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement unless, pursuant to Section I above, AGENCY approves additional compensation for additional services.

Consultant shall submit monthly invoices to Agency for work completed and reasonable expenses incurred to the date of the invoice. All invoices shall be itemized to reflect the tasks completed and the amount billed for each task. Agency shall pay all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Agreement. These expenses shall be compensated by Agency at their cost to Consultant. Consultant shall keep receipts for such expenses in compliance with IRS requirements. These receipts shall be available to Agency for inspection upon request.

All invoices sent by Consultant to Agency shall be paid within thirty (30) days of receipt. All billings that remain unpaid after thirty (30) days shall bear interest until paid at the rate of five percent (5%) per annum or the maximum rate allowed by law, whichever is less. If Agency fails to pay any invoice within thirty (30) days and such failure continues ten (10) days after Consultant gives Agency notice of such failure, Consultant shall have the right to terminate this Agreement immediately without liability to Agency. The right to terminate under the terms of this section shall be in addition to all other legal, equitable, or contractual remedies available to Consultant.

3. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2010, and shall terminate effective June 30, 2011.

4. CITY’S DUTIES

The Agency shall make its facilities accessible to Consultant as required for performance of its services and shall provide labor and safety equipment as required by Consultant for such access. Agency agrees to cooperate with Consultant and be reasonable available to confer with Consultant upon request, to keep Consultant informed of developments and to disclose to Consultant all facts and circumstances of which Agency is aware which may bear upon Consultant’s handling of the matter. Agency agrees to provide Consultant with such documents and information as Agency may possess relating to the matter, and to abide by all terms of this Agreement.

5. ADVERTISEMENTS, PERMITS, ACCESS
Unless otherwise agreed to in the Scope of Services, the Agency shall obtain, arrange and pay for all advertisements for bids, permits and licenses required by local, state or federal authorities.

Consultant represents and warrants to Agency that it has all licenses, permits, qualifications and approvals of any nature whatsoever which are legally required for Consultant to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

6. **RELATIONSHIP OF PARTIES, NO THIRD-PARTY BENEFICIARIES**

Consultant is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement.

7. **SUBCONTRACTS**

Consultant may use the services of independent contractors to perform a portion of its obligations under this Agreement without prior approval written approval by Agency. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors the Agency shall determine to be necessary.

8. **NO DISCRIMINATION**

In the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

9. **INSURANCE REQUIREMENTS**
9.1 Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

9.2 Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employers’ Liability insurance.
4. Errors & Omissions Liability insurance appropriate to the consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Liability:</td>
<td>$1,000,000</td>
<td>per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</td>
</tr>
<tr>
<td>2. Automobile Liability:</td>
<td>$1,000,000</td>
<td>per accident for bodily injury and property damage.</td>
</tr>
<tr>
<td>3. Workers’ Compensation</td>
<td>As required by the State of California</td>
<td></td>
</tr>
<tr>
<td>4. Employers’ Liability:</td>
<td>$1,000,000</td>
<td>each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.</td>
</tr>
<tr>
<td>5. Errors &amp; Omissions Liability:</td>
<td>$1,000,000</td>
<td>per occurrence.</td>
</tr>
</tbody>
</table>

9.3 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-
insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.4 Other Insurance Provisions:

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

4. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

5. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

6. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

7. A copy of the claims reporting requirements must be submitted to the City for review.

8. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.

9.5 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
9.6 Verification of Coverage
Consultant shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City, unless the insurance company will not use the City’s forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City’s forms, the Consultant’s insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

9.7 Waiver of Subrogation
Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

10. INDEMNITY AND HOLD HARMLESS
Consultant shall indemnify and hold harmless the Agency and the City, their elected officials, officers, employees, agents and volunteers, and each and every one of them, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or person’s bodily injury, including death, or property being damaged by Consultant or any person employed by Consultant or in any capacity during the progress of the work whether by negligence or otherwise. Consultant shall also indemnify Agency and the City of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against those agencies with respect to Consultant’s “independent contractor” status that would establish a liability for failure to make social security or income tax withholding payments.

11. STANDARD OF PERFORMANCE
Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All products of any nature, which Consultant delivers to Agency pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Agreement.
12. RELIANCE UPON DATA, DOCUMENTS AND RECORDS

Consultant shall be entitled to rely upon the accuracy and completeness of all data furnished by Agency to Consultant that is used by Consultant in the providing of services under this Agreement. Consultant may retain and use all data furnished to it, except such data which may be marked "confidential" and required to be returned, and may use all plans, designs, specifications and other work product created by Consultant in providing services hereunder. Any use of such work product which includes proprietary information shall not identify Agency, nor shall the manner of such use have the effect of identifying City.

13. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC MEDIA DELIVERABLES

All completed reports and other data or documents, or computer media including diskettes and other materials provided or prepared by Consultant in accordance with this Agreement are the property of Agency, and may be used by Agency. Agency shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except use by Agency on those portions of Project for which such items were prepared.

14. RESOLUTIONS OF DISPUTES, ATTORNEYS FEES

The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

15. CONFLICT OF INTEREST

CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY’s Conflict of Interest Code (on file in the City Clerk’s Office). It is incumbent upon the CONSULTANT or CONSULTING FIRM to notify the CITY of any staff changes relating to this Agreement.

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of CONSULTANT(S), unless as indicated in Subsection B., will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of CONSULTANT, except as indicated in Subsection B.
B. In accomplishing the scope of services of this Agreement, CONSULTANT(S) will be performing a specialized or general service for the CITY, and there is substantial likelihood that the CONSULTANT’S work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the staff and consultants listed in Exhibit A shall be subject to the Disclosure Category “1” of the CITY’s Conflict of Interest Code.

16. TERMINATION OF AGREEMENT

If Consultant fails to perform his/her duties to the satisfaction of the Agency or if Consultant fails to fulfill in a timely and professional manner his/her obligations under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then Agency shall have the right to terminate this Agreement effective immediately upon the Agency giving written notice thereof to Consultant. In the event Agency shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

Either party may terminate this Agreement on 30 days’ written notice. Agency shall pay Consultant for all work satisfactorily completed as of the date of notice.

Agency may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.

In the event Agency terminates this Agreement:

A. Agency shall have full ownership and control of all writings which have been delivered by Consultant pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to Agency pursuant to this Agreement;

B. Agency shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement provided, however, Agency shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to Agency such financial information as in the judgment of the Agency representative is necessary to determine the reasonable value of the services rendered by Consultant.

17. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

July 20, 2010
18. REPRESENTATIVES OF THE PARTIES

The Agency’s representative for this Agreement is:

Carol Martin, Executive Director
Redevelopment Agency of the City of Shasta Lake
P.O. Box 777
Shasta Lake, CA 96019
530.275.7411
FAX 530.275.7412
carol.martin@ci.shasta-lake.ca.us

All Consultant questions pertaining to this Agreement shall be referred to the above named person, or the representative's designee.

The Consultant’s representative for this Agreement is

______________________________
Its_____________________

Economic Development Corporation of Shasta County
410 Hemsted Drive, Suite 220
Redding, CA 96002-0164
530.224.4920
FAX: 530.224-4921

All Agency questions pertaining to this Agreement shall be referred to the above named person.

19. NOTICES

All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 17 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To Agency: Carol Martin, Executive Director
Redevelopment Agency
City of Shasta Lake
P.O. Box 777
Shasta Lake, CA 96019
To Consultant: Brad Frost, Chairman  
Economic Development Corporation of Shasta County  
410 Hemsted Drive, Suite 220  
Redding, CA  96002-0164

20. ENTIRE AGREEMENT

This document, including all exhibits, contains the entire agreement between the parties and supersedes any oral or written understanding they may have had prior to the execution of this Agreement. Consultant shall be entitled to no other benefits others than those specified herein. No amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

21. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. EMPLOYMENT STATUS

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Agency to exercise discretion or control over the professional manner in which Consultant perform the services which are the subject matter of this Agreement, provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of Agency is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were a Agency employee. Agency shall not be liable for deductions for any amount for any purpose from Consultant’s compensation. Consultant shall not be eligible for coverage under Agency’s worker’s compensation insurance plan nor shall Consultant be eligible for any other Agency benefit.

23. HEADINGS, ASSIGNMENT AND WAIVER

The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part of any provision or a breach of this Agreement must be provided in writing.
and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

24. AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, Agency and Consultant have executed this Agreement below:

CITY OF SHASTA LAKE REDEVELOPMENT AGENCY

By: _____________________________________
    CAROL MARTIN
    Executive Director

ECONOMIC DEVELOPMENT CORPORATION OF SHASTA COUNTY

By: _____________________________________
    Brad Frost,
    Chairman
EXHIBIT A

SCOPE OF SERVICES

The 2010/2011 professional services agreement between the City of Shasta Lake Redevelopment Agency and the Economic Development Corporation of Shasta County will fund portions of the Shasta EDC comprehensive economic development strategy, Shasta 2011. Shasta 2011 is a five-year plan created to improve primary industry employment in Shasta Lake through the attraction of new industry and the expansion of existing industry. The plan is specifically targeted to foster growth and employment in the Shasta Metro Enterprise Zone.

The Economic Development Corporation of Shasta County leverages public and private sector funding to accomplish an affordable, aggressive and dynamic program. Services are based on the following rate structure:

Executive/Professional Staff: $60.00/Hour
Support Staff: $23.00 - $35.00/Hour

Note: Rates include mandated benefits and agency operating overhead.

Shasta 2011 Program Element Descriptions

Business Development/Marketing

Trade Shows

The EDC will implement a tradeshow and marketing event program. The trade show program will include pre-planning, company pre-show communication and appointment scheduling, and comprehensive client follow up. The EDC will represent the City of Shasta Lake along with the entire county at the following shows/events.

<table>
<thead>
<tr>
<th>Show</th>
<th>Date</th>
<th>Location</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>MD&amp;M West</td>
<td>Feb 8 -10</td>
<td>Anaheim, CA</td>
<td>Medical Device</td>
</tr>
<tr>
<td>Solar Power Show</td>
<td>May</td>
<td>San Diego</td>
<td>Alternative Energy</td>
</tr>
<tr>
<td>Buyouts West</td>
<td>Fall 2010</td>
<td>Los Angeles</td>
<td>General</td>
</tr>
<tr>
<td>Private Equity Conference</td>
<td>Spring 2011</td>
<td>San Francisco</td>
<td>General</td>
</tr>
</tbody>
</table>
**Site Location Consultants**

The EDC program will continue to target site location companies who do business in the Western States. Staff at the EDC will also focus on personal visits and presentations to key site location consultants at their business offices. As part of the Site Location Consultant outreach the EDC will selectively invite and host small groups of consultants to tour Shasta County. These “familiarization tours” will provide the site location consultants with the best feeling for the advantages to their clients of doing business in Shasta County.

**Corporate Real Estate**

The EDC is a member of IAMC (Industrial Asset Management Council), a premier organization providing educational and networking opportunities with key decision-makers of many Fortune 500 companies. In addition to the corporate contacts, associate members of the two organizations include site location consultants and commercial corporate brokerages that represent many of the companies in their decision-making process. During the year, the EDC will have the opportunity to participate in national conferences, meetings and programs.

<table>
<thead>
<tr>
<th>Site Location/Corporate Real Estate Events</th>
<th>Date</th>
<th>Location</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corenet Global Summit</td>
<td>Sept. 19-21</td>
<td>Phoenix, AZ</td>
<td>Corporate Real Estate</td>
</tr>
<tr>
<td>IAMC Fall</td>
<td>Oct. 2-6</td>
<td>Hot Springs, VA</td>
<td>Corporate Real Estate</td>
</tr>
<tr>
<td>Road shows</td>
<td>August-November-March</td>
<td>Oakland-Los Angeles-Sacramento-San Diego</td>
<td>Corporate Real Estate</td>
</tr>
</tbody>
</table>

**Media Relations**

EDC will continue to employ the services of a public relations firm to provide a comprehensive Media Relations program. The design of this program is to enhance the image about the advantages of doing business and living in Shasta County by promoting specific stories to the external media. The purpose of the Media Relations program is to provide credible third-party stories in the external press about Shasta County that will help create a positive image in a consistent and repetitious manner. The media targets include, but are not limited to, California and national major media, site location publications, target industry trade publications and real estate publications. Throughout the year, EDC will collaborate with the public relations firm on potential story elements and develop “pitches” that can be used to promote Shasta County as a “preferred business location”. The advantage of the Media Relations program is that it
leverages advertising resources into credible stories that provide quality information to EDC’s target audience.

**Advertising**

The EDC will continue to rely more on Media Relations for external advertising and media placements. However, on a targeted basis the EDC will develop and place advertising promotions, primarily in site location magazines, trade publications and/or the Internet. Advertising will also be an option with EDC’s Trade Show promotional activity.

**Direct Mail**

EDC’s target industry process will also include direct mail. Direct mail will be used both in hard copy and electronic email formats. Direct mail will be used in advance of trade shows and as part of an ongoing communication campaign. The EDC has established a list of more than 2,000 contacts. These contacts are comprised of clients, site selection consultants, corporate real estate acquaintances and key relationship type contacts. Within identified target industries, specific company lists will be purchased for direct calls.

<table>
<thead>
<tr>
<th>Campaign</th>
<th>Audience</th>
<th>Number of Contacts</th>
<th>Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly News Alerts</td>
<td>EDC key contact list</td>
<td>2,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Trade show advances mailings</td>
<td>EDC database and purchased lists</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>EZ Announcements (Shasta County Businesses)</td>
<td>Targeted by size and industry sector</td>
<td>500</td>
<td>500</td>
</tr>
</tbody>
</table>

**Prospecting and Site Visits**

A major part of the EDC marketing program is focused on developing client relationships and ultimately hosting company visits to Shasta County. The work of prospecting involves a comprehensive follow-up strategy and relationship-building that includes visits to the companies at their facilities. This effort provides EDC staff with industry intelligence and adds credibility to the fact that there is strong interest in Shasta Lake to help the companies achieve both their business and personal objectives with either a move or expansion. By visiting the companies, EDC staff has a better working knowledge of what the needs are of the company and can better translate that information into finding facilities and/or sites in Shasta Lake that will meet those needs.

EDC’s focus is to make it as easy as possible for a company to visit Shasta County. By hosting these tours, EDC will coordinate visits that will provide area information on sites, facilities, schools, housing and recreation as well as anything specific the company may need for their business such as vendors, suppliers, etc.

**Promotional Materials**

The EDC will continue to develop new professional, quality promotional materials that provide key message points about the value of doing business and living in Shasta County.
Promotional materials that may be developed include, but are not limited to, logo, brochures, flyers, advertising, trade show display, reprints of publications and Internet banners and designs.

**Marketing Consulting Services**

The EDC will continue to use professional marketing consultants on an “as needed” basis. Their expertise will add additional capacity in trade show support, site location consultant networking and an ongoing target industry call program designated to enhance the number and quality of EDC clients. The result of this activity will be more clients, more sites visits and a specific program designed to develop a stronger network with site location consultants serving the Western States region of the United States.

**Business Development/Marketing Performance Objectives**

- EDC will make personal contact with a minimum of 200 qualified primary industrial employers.
- Develop client relationships with a minimum of 25 new primary industrial employers as a result of our sales prospecting efforts.
- Coordinate site visits with a minimum of 12 primary industrial employers
- EDC staff will continue to participate in the Upstate California Economic Development Council regional marketing program
- EDC staff will respond to all qualified leads generated from trade show activity
- EDC will provide quarterly reports and a year-end report
- EDC will visit prospect companies an estimated four times in the San Francisco Bay Area and four times in Southern California, subject to scheduling and availability of appointments.

**Retention and Expansion of Existing Industry**

**Retention/Expansion Program (BRE)**

The EDC will continue to build relationships with a variety of industries within Shasta County. The purpose of this program will be to insure that local companies have access to the many support programs that are available to them to help their expansions, including financing, Shasta Metro Enterprise Zone benefits, Small Business Development Center and workforce development programs.

The (BRE) program will provide EDC with an opportunity to understand the needs and issues of the local companies and help connect them with local government leaders who have an interest in supporting their growth and expansion. It is anticipated that this program will be a combination of activities including visits with local elected officials, relationship building and
The retention program will be a coordinated effort between EDC and each city and the county. The EDC effort will be in support of existing programs offered by Shasta BIZ.

**Shasta Metro Enterprise Zone**

The EDC is the administering agency for the Shasta Metro Enterprise Zone on behalf of the cities and the county. In that capacity the EDC coordinates the flow of information from the State of California regarding the program and also is a member of the California Association of Enterprise Zones (CAEZ). In this capacity, the EDC reviews and monitors new regulations and legislation that has an impact on the operation of the Enterprise Zones.

The EDC also provides administrative support for the Shasta Metro Enterprise Zone Advisory Board, which was established to coordinate enterprise zone expansions and also to deal with any other inter-jurisdictional issue that may arise with respect to the operation of the program.

**Retention and Expansion Performance Objectives**

- The EDC will continue to conduct its overall countywide Retention Program within the Shasta Metro Enterprise Zone. The City of Shasta Lake and the EDC will work together collaboratively to support local industry expansion needs.

- The EDC will support and actively participate in workforce development initiatives and the Small Business Development Center at Shasta College.

- EDC's responsibility for the administration of the Shasta Metro Enterprise Zone includes coordination with the California Department of Housing and Community Development and the Franchise Tax Board for technical assistance when needed.

- The EDC will be responsible for coordinating annual reports with the California Department of Housing and Community Development, which administers the California Enterprise Zone Program.

- The EDC will sponsor Enterprise Zone seminars for local businesses. EDC will coordinate one educational presentation for the Shasta Metro Enterprise Zone to which businesses in the City of Shasta Lake will be invited.

- EDC staff will administer any Enterprise Zone expansion process in conjunction with the Enterprise Zone Advisory Board.

- The EDC will publish Enterprise Zone promotional materials and advertising designed to be a business owner tool for information about how the Enterprise Zone can benefit their business.

- EDC staff will continue to market Zone benefits to local business through service club presentations, advertising, and coordinated job development activities with the Smart Business Resource Center, EDD, and chambers of commerce.
AGENDA ITEM
City Council Meeting

TO:   Carol Martin, City Manager
FROM: Chuck Robinson, Water Treatment Superintendent
DATE: July 6, 2010
SUBJECT: Nominee for the Shasta County Governing Board of the Northern Sacramento Valley Integrated Regional Water Management Group

RECOMMENDATION:
Staff recommends approval of one Shasta Lake City Council member to be nominated to the Shasta County Governing Board of the Northern Sacramento Valley Integrated Regional Water Management Group (NSVIRWMG). Councilman Farr is the City of Shasta Lake’s representative on the Redding Area Water Council’s governing board. With Councilman Farr’s knowledge of the area’s water issues and his background as an engineer, Staff recommends that Councilman Farr be the City of Shasta Lake’s nominee for consideration on this NSVIRWMG governing board.

BACKGROUND:
In September 2008, SB1 (Perata, Stats. 2008, Ch. 1; eff. March 1, 2009) was signed by Governor Schwarzenegger. SB1 contains the "Integrated Regional Water Management Planning Act", CWC Sec 10530 et seq. The IRWM Planning Act provides a general definition of an IRWM plan as well as guidance to DWR as to what IRWM program guidelines must contain. CWC Sec 10541(f) states that the guidelines shall include standards for identifying a region for the purposes of developing or modifying an IRWM plan.

At a minimum, a region is defined as a contiguous geographic area encompassing the service areas of multiple local agencies; is defined to maximize the opportunities to integrate water management activities; and effectively integrates water management programs and projects within a hydrologic region defined in the California Water Plan, the Regional Water Quality Control Board (RWQCB) region, or subdivision or other region specifically identified by DWR (Public Resource Code Sec 75026.(b)(1)).

The “integrated regional water management plan” means a comprehensive plan for a defined geographic area. At a minimum, the IRWMP describes the major water related objectives and
conflicts within a region, considers a broad variety of water management strategies, identifies disadvantaged communities in the region and takes the water-related needs of those communities into consideration. The State wants to see these regional groups prioritize their regional water needs and submit grant applications accordingly.

In March of this year, RAWC members met to discuss governance issues in the development of the NSVIRWMG. Shasta County and Sutter County have asked to be included with Tehama, Glenn, Butte and Colusa Counties in the Northern Sacramento Valley Region group. Each region must be accepted through the Region Acceptance Process to acquire full opportunity for grant funding. DWR asked the four original counties to include Shasta and Sutter (similar geography and water issues) before the region would be accepted. We are now starting the Region Acceptance Process and working towards a County governance structure which all counties must agree on. At the last SC Board meeting, the Shasta County Water Agency Board (which is also the County Board) voted to support the three governors option. The Board selected Supervisor Moty to represent the County as one governor. Supervisor Baugh will be his alternate. The report to the Shasta County Board of Supervisors is included with this Staff report. All Counties must eventually have the same structure.

All entities in the RAWC have been asked to submit nominees to the Shasta County Water Agency, who will select the final 2 members or governors and two alternates. The NSVIRWM ad-hoc steering committee has a preference for elected officials, but others in management could be nominated. The City of Shasta Lake is not required to submit a nominee, but if our nominee was selected it could be beneficial to the City in the future.

**FISCAL IMPACTS:**

None

**ATTACHMENTS:**

Report to Shasta County Supervisors

**DISTRIBUTION:**

Shasta Lake City Council
RESOLUTION CC 10-

A SHASTA LAKE CITY COUNCIL RESOLUTION AUTHORIZING THE SUBMISSION OF A NOMINEE FOR THE GOVERNING BODY OF THE NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT GROUP

WHEREAS, the California Department of Water Resources has encouraged geographical areas to form groups that will plan strategies for management of water resources; and

WHEREAS, on April 27, 2010, the Shasta County Board of Supervisors joined five other Counties to form the Northern Sacramento Valley Integrated Regional Water Management Group (NSVIRWMG); and

WHEREAS, on June 22, 2010, the Shasta County Board of Supervisors endorsed the governance option for the NSVIRWMG of three representatives from each county; and

WHEREAS, the Shasta County Board of Supervisors selected Supervisor Moty as one representative, with Supervisor Baugh as his alternate; and

WHEREAS, the Shasta County Board of Supervisors has authorized staff to begin a public process to select the other two regular representatives and alternates; and

WHEREAS, Councilman Farr serves on the Redding Area Water Council governing board, is knowledgeable of the area’s water issues and would like to serve on this governing board; and

WHEREAS, the City of Shasta Lake would benefit from having a qualified representative on the governing board of the NSVIRWMG.

NOW, THEREFORE BE IT RESOLVED, the City of Shasta Lake City Council hereby nominates Councilman Larry Farr to be considered for a representative or alternate on the governing board of the Northern Sacramento Valley Integrated Regional Water Management Group.

PASSED, APPROVED, AND ADOPTED this 20th day of July, 2010 by the following vote:

AYES:
NOES:
ABSENT:

_________________________________________________
GREG WATKINS, Mayor

ATTEST:

_________________________________________________
TONI M. COATES, CMC, City Clerk
June 22, 2010

Chuck Robinson, Water Treatment Superintendent
City of Shasta Lake
PO Box 777
Shasta Lake, CA 96019

Subject: Northern Sacramento Valley Integrated Regional Management Group - Governance

Dear TAC Member:

As you know, the Northern Sacramento Valley Integrated Regional Management Group (NSVIRM) is working towards establishing a governing body. The first governance meeting is expected this fall.

On June 22, 2010, the Shasta County Board of Supervisors voted to support staff's recommendations (attached) and selected Supervisor Moty to be the regular representative for NSVIRM governance, and Supervisor Baugh to be the alternate. They also authorized staff to begin a public process to select the other two regular representatives and alternates.

Please address letters of interest and/or statements of qualifications to the address on this letterhead with the subject:

NSVIRM Governance
Attn: Eric Wedemeyer

Close of business on August 6, 2010, is the deadline. The NSVIRM ad-hoc steering committee has a preference for elected officials. However, if someone else applies, such as a general manager or former board member, the support of the appropriate board(s) will be considered.

Should you have any questions or concerns, please contact Eric Wedemeyer at 225-5181.

Very truly yours,

Patrick J. Minturn, Chief Engineer

By: Erici B^ Wedemeyer

Supervising (Engineer
PJM/EBW/ldr

Attachment: Sharyn Cornelius, East Valley Times
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

SUBJECT
Northern Sacramento Valley Water Management
Governance

BOARD MEETING DATE
06/22/2010

AGENDA NUMBER

DEPARTMENT
WATER AGENCY
Supervisorial
District No.

CONTACT:
PatMinturn
Chief Engineer
225-5661

RECOMMENDATION
It is recommended that the Board, acting as the Shasta County Water Agency Board of Directors, take the following actions pursuant to governance for the Northern Sacramento Valley Integrated Water Resource Management group:

1) Tentatively adopt the ad hoc steering committee governance recommendation (three appointees plus alternates from each county);
2) Appoint one Board member to the governance group;
3) Appoint one Board member as an alternate to the governance group; and
4) Direct staff to publicly solicit applications for the remaining positions and return to the Board with a staff recommendation.

SUMMARY
Governance is being established for the Northern Sacramento Valley Water Resource Management group.

DISCUSSION
On April 27, 2010, the Board joined five other counties in the Northern Sacramento Valley Integrated Water Resource Management group (NSVIWRM). This group will conduct regional water management planning. The NSVIWRM has been operating under an informal Memorandum of Understanding. Counties have provided staff on an as-needed basis. More formal arrangements will be needed to tackle large issues.

West Yost Associates was hired by the NSVIWRM to examine and refine governance. They met with groups in each of the six counties. They recommend a two-tiered system. A Governing Board would be comprised of elected officials from cities, counties, water companies, and citizen groups. They would provide programmatic direction. A subordinate "Steering Committee" would include staff from cities, counties, and special districts, etc. They would provide local and regional contact points. On April 7, 2010, West Yost produced a technical memo. Three possible governance options were proposed:

1) Two representatives from each county;
2) Three representatives from each county; and
3) Two representatives from each county plus three at-large representatives appointed by the other twelve.

July 20, 2010
On April 14, 2010, the NSVIWRM ad-hoc steering committee met to discuss the memo. Option two was endorsed, to provide the broadest representation and accountability. It was generally accepted that at least one County Supervisor should represent each county. The remaining two seats from each county should include representation from at least one major local water purveyor.

On June 3, 2010, the Redding Area Water Council's Technical Advisory Committee convened. They concurred with the selection of Option 2. They recommended that Governing Board appointments should remain open to a broad cross-section of local interests.

It is recommended that the Board endorse Option 2, appoint a Board member to one of the seats, and direct staff to solicit applications for the two remaining seats. Staff will return to the Board in a couple months with a recommendation to fill the two remaining seats.

**ALTERNATIVES**
The Board may wish to pursue a different governance structure. Buy-in would be required from the other five counties. The Board may elect to wait for further developments from other counties. We may fall behind and not be heard as the NSVIWRM is established.

**OTHER AGENCY INVOLVEMENT**
The Redding Area Water Council Technical Advisory Committee has reviewed and supports these actions. The CAO's Office has reviewed this recommendation.

**FINANCING**
Adequate funds are included in the Adopted 2009-10 Water Agency budget to participate in the NSVIWRM. There is no General Fund impact.

Pat Minturn, Engineer
/mlc
June 22, 2010

Chuck Robinson, Water Treatment Superintendent
City of Shasta Lake
PO Box 777
Shasta Lake, CA 96019

Subject: Northern Sacramento Valley Integrated Regional Management Group - Governance

Dear TAC Member:

As you know, the Northern Sacramento Valley Integrated Regional Management Group (NSVIRM) is working towards establishing a governing body. The first governance meeting is expected this fall.

On June 22, 2010, the Shasta County Board of Supervisors voted to support staff's recommendations (attached) and selected Supervisor Moty to be the regular representative for NSVIRM governance, and Supervisor Baugh to be the alternate. They also authorized staff to begin a public process to select the other two regular representatives and alternates.

Please address letters of interest and/or statements of qualifications to the address on this letterhead with the subject:

NSVIRM Governance
Attn: Eric Wedemeyer

Close of business on August 6, 2010, is the deadline. The NSVIRM ad-hoc steering committee has a preference for elected officials. However, if someone else applies, such as a general manager or former board member, the support of the appropriate board(s) will be considered.

Should you have any questions or concerns, please contact Eric Wedemeyer at 225-5181.

Very truly yours,

Patrick J. Minturn, Chief Engineer

By: [Signature]

Erici B^ Wedemeyer

Supervising (Engineer
PJM/EBW/ldr

Attachments: Sharyn Cornelius, East Valley Times
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

SUBJECT
Northern Sacramento Valley Water Management Governance

BOARD MEETING DATE
06/22/2010

AGENDA NUMBER

DEPARTMENT
WATER AGENCY
Supervisory District No.

DEPARTMENT CONTACT:
Name                                      Title                     Phone Number
PatMinturn                           Chief Engineer                                  225-5661

4/5 Vote Required?
D Yes lElNo

General Fund Impact?
[X] No General Fund Impact with the Recommended Action
[ ] No Additional General Fund Impact from the Recommended Action

RECOMMENDATION
It is recommended that the Board, acting as the Shasta County Water Agency Board of Directors, take the following actions pursuant to governance for the Northern Sacramento Valley Integrated Water Resource Management group:

1) Tentatively adopt the ad hoc steering committee governance recommendation (three appointees plus alternates from each county);
2) Appoint one Board member to the governance group;
3) Appoint one Board member as an alternate to the governance group; and
4) Direct staff to publicly solicit applications for the remaining positions and return to the Board with a staff recommendation.

SUMMARY
Governance is being established for the Northern Sacramento Valley Water Resource Management group.

DISCUSSION
On April 27, 2010, the Board joined five other counties in the Northern Sacramento Valley Integrated Water Resource Management group (NSVIWRM). This group will conduct regional water management planning. The NSVIWRM has been operating under an informal Memorandum of Understanding. Counties have provided staff on an as-needed basis. More formal arrangements will be needed to tackle large issues.

West Yost Associates was hired by the NSVIWRM to examine and refine governance. They met with groups in each of the six counties. They recommend a two-tiered system. A Governing Board would be comprised of elected officials from cities, counties, water companies, and citizen groups. They would provide programmatic direction. A subordinate "Steering Committee" would include staff from cities, counties, and special districts, etc. They would provide local and regional contact points. On April 7, 2010, West Yost produced a technical memo. Three possible governance options were proposed:

1) Two representatives from each county;
2) Three representatives from each county; and
3) Two representatives from each county plus three at-large representatives appointed by the other twelve.
On April 14, 2010, the NSVIWRM ad-hoc steering committee met to discuss the memo. Option two was endorsed, to provide the broadest representation and accountability. It was generally accepted that at least one County Supervisor should represent each county. The remaining two seats from each county should include representation from at least one major local water purveyor.

On June 3, 2010, the Redding Area Water Council's Technical Advisory Committee convened. They concurred with the selection of Option 2. They recommended that Governing Board appointments should remain open to a broad cross-section of local interests.

It is recommended that the Board endorse Option 2, appoint a Board member to one of the seats, and direct staff to solicit applications for the two remaining seats. Staff will return to the Board in a couple months with a recommendation to fill the two remaining seats.

**ALTERNATIVES**
The Board may wish to pursue a different governance structure. Buy-in would be required from the other five counties. The Board may elect to wait for further developments from other counties. We may fall behind and not be heard as the NSVIWRM is established.

**OTHER AGENCY INVOLVEMENT**
The Redding Area Water Council Technical Advisory Committee has reviewed and supports these actions. The CAO's Office has reviewed this recommendation.

**FINANCING**
Adequate funds are included in the Adopted 2009-10 Water Agency budget to participate in the NSVIWRM. There is no General Fund impact.

Pat Minturn, Engineer
/mlc
MEMORANDUM

TO: Carol Martin, City Manager
FROM: John Jones, Finance & General Services Manager
DATE: July 8, 2010
SUBJECT: “Thrash the Trash” Program Update

As you are aware, the City of Shasta Lake offers free dump days to its solid waste customers as part of our contract with Waste Management. The free dump days, also known as “Thrash the Trash”, are very successful and help keep our community clean.

Historically, Thrash the Trash took place twice a year, once in the spring and once in the fall for a total of two days offered to customers. Each free dump day was on a Saturday from 8AM until Noon. The program utilized city staff and was held at the Shasta Gateway Industrial Park because of the large volume of people. While the event has been successful, it does have an impact on City resources and creates congestion in the industrial park.

Staff and Waste Management recently completed a new Thrash the Trash program that expanded the number of days available for customers and takes place at two different Waste Management’s facilities. By eliminating the need for city staff to monitor and maintain the industrial park for two free dump days each year, approximately $6,100 in overtime costs are saved. Also, by utilizing the existing facilities that are maintained by Waste Management, our customers have greater flexibility on when and where to take their unwanted items.

During this past spring’s program, the Buckeye Transfer Station was available for 8 days (Thursdays & Fridays) in the month of June and the Anderson landfill was available for one Saturday. A total of 65 tons of solid waste was collected throughout the nine days. During the one day Thrash the Trash program in the spring of 2009 a total 46 tons of solid waste was collected.

The next Thrash the Trash is scheduled for October and will follow the same format as this spring’s program.
MINUTES OF THE REGULAR MEETING HELD TUESDAY, JULY 15, 2010, AT THE JOHN BEAUDET COMMUNITY CENTER, 1525 MEDIAN AVENUE, SHASTA LAKE, CALIFORNIA.

1.0 CITY COUNCIL MEETING - 6:00 p.m.

Mayor Watkins called the meeting to order at 6:00 p.m.
Council members present: Dixon, Farr, Lindsay, Lucero, Watkins
Council members absent: None
Pledge of Allegiance
Invocation

2.0 AWARDS/ RECOGNITIONS:

3.0 COMMUNICATIONS

3.1 Presentations: None

3.2 Public Comment Period: None

3.3 Commission/Committee Reports:

3.4 City Council Reports/Comments/Correspondence

3.5 Staff Comments/Reports:

4.0 CONSENT CALENDAR

4.1 Approval of the regular meeting minutes of June 15, 2010.

4.2 Approval of the Special meeting minutes of June 23, 2010.

4.3 Resolution CC10-66 authorizing Shasta County to submit a regional application for the California Department of Resources Recycling and Recover Used Oil Payment Program Funds.

Motion/Vote

By motion made/seconded (Lindsay/Dixon), and carried, the consent calendar was approved.
5.0 **PUBLIC HEARINGS:** None

6.0 **OLD BUSINESS:** None

7.0 **NEW BUSINESS**

*Items 7.1 and 7.2 taken in reverse order*

7.2 Discussion and possible approval of a letter of support for Gateway Unified School District (GWUSD) Application for a Carol M. White Physical Education Partnership (PEP) Grant.

Council Consensus was given to approve the letter of support.

7.1 Discussion and possible action on a Resolution reappointing Richard van Wyhe to the Shasta County Economic Development Corporation Board of Directors for a two year term.

This item was tabled until the next regular meeting in order to speak with the City Attorney about potential conflicts of interest.

7.3 Discussion and possible action to adopt an administrative policy for the handling of all City Council mail.

This item was tabled until the next regular meeting in order to speak with the City Attorney about the applicability of the public records act on city mail.

7.4 Discussion and possible action on Resolution to declare Lakmann Construction, Inc. the lowest responsive bidder and to enter into a contract with Lakmann Construction, Inc. for construction of the Shasta Lake Law Enforcement Center Project in the amount of $4,096,808 and authorize a supplemental expenditure of Electric Department Rebate Funds for the project in the amount of $93,000.

**Motion/Vote**

By motion made/seconded (Lindsay/Lucero), and carried, Resolution CC10-67 was approved.

8.0 **COUNCIL/STAFF REPORTS/COMMENTS**

8.1 Council Comments/Reports None

8.2 Staff Comments/Reports:

9.0 **ADJOURNMENT**

With no further business to come before the City Council, Mayor Watkins adjourned the meeting to the Redevelopment Agency meeting at 7:43 p.m.

**TONI M. COATES, CMC, City Clerk**
AGENDA ITEM
City Council

TO: Carol Martin, City Manager
FROM: Carla L. Thompson, AICP, Development Services Director
DATE: July 9, 2010
SUBJECT: Mountain Properties Subdivision Development Agreement
FILE NO.: AG-975

RECOMMENDATION:

Staff recommends that City Council consider adoption of the attached Resolution approving a Development Agreement between the City and Mountain Properties, Inc., for the Mountain Properties Subdivision.

Pursuant to Government Code Section 65867, on June 17, 2010, the Planning Commission conducted a duly noticed public hearing to obtain public testimony regarding the proposed Development Agreement, and adopted Resolution PC 10-08 finding the Development Agreement is consistent with the Shasta Lake General Plan and recommending City Council approve the proposed Development Agreement;

BACKGROUND:

The City Attorney and staff have been working with the developer for over a year to negotiate the terms of the Agreement, and the City Attorney has reviewed and approved the proposed Agreement.

On September 21, 2006, the Planning Commission adopted Resolution PC 06-12 recommending to the City Council approval of Vesting Tentative Map SD 04-01, Rezone Z 04-02 and Adoption of a Mitigated Negative Declaration for the Mountain Properties Subdivision. A copy of the Resolution is attached. On October 17, 2006, City Council adopted Resolution CC 06-80 approving the Tentative Map. Ordinance CC 06-179 approving the rezone passed second reading on November 21, 2006.

On December 22, 2006, in the Superior Court of the State of California, County of Shasta, Greg Watkins filed a Verified Petition for Writ of Mandate; Complaint for Injunction; and Attorney’s Fees regarding the project. Mr. Watkins alleged that sufficient mitigations were not incorporated into the project to reduce impacts to a level of insignificance.
On December 28, 2006, Judge Bradley L. Boeckman issued a Minute Order which included the requirement for mediation pursuant to Government Code Section 66031. As a result, the parties commenced settlement discussions, which continued for a few months and included meetings and review by John Kenny, City Attorney, Carol Martin, City Manager, Carla L. Thompson, Development Services Director, Jim Grabow, Public Works Director, Leonard Bandell, Mountain Properties, Inc. Vice-President, Brett Jolley, attorney representing Mountain Properties, Inc., and Greg L. Watkins, Petitioner.

On July 17, 2007, City Council adopted Resolution CC 07-50 approving the Settlement Agreement. The Agreement included a statement that the City maintains and continues to maintain that it conducted the environmental review and permitting process in full compliance with all applicable laws, rules and regulations and there was no inadequacy, irregularity or impropriety which would invalidate the process.

By execution of the Agreement, all parties agreed that neither the City nor Mountain Properties, Inc., have acknowledged that the processes resulting in the approval of the Project were deficient, inadequate or in any other way contrary to law.

**Mountain Properties Vesting Tentative Map**

Pursuant to the Subdivision Map Act and the City’s Subdivision Ordinance, all tentative maps expire 24 months from the date of approval. The applicant may apply for extensions of time of up to three additional years.

In addition, SMA Section 66452.6(c) states:

> “The period of time…including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction…”

The stay began on December 22, 2006, and continued through the conclusion of legal proceedings, which was August 24, 2007, a period of 8 months and 2 days.

In addition, Senate Bill 1185, enacted in 2008, granted an automatic one-year extension of time, and Assembly Bill 333, enacted in 2009, granted an additional automatic two-year time extension. The table below indicates the revised expiration dates.

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/17/06</td>
<td>Tentative Map Approved</td>
<td>Original Expiration Date 10/17/08</td>
</tr>
<tr>
<td>12/22/06 through 08/24/07</td>
<td>Time period stayed during pendency of lawsuit.</td>
<td>New expiration date: 06/19/09</td>
</tr>
<tr>
<td>2008</td>
<td>SB 1185 enacted – automatic one-year time extension</td>
<td>New expiration date: 06/19/10</td>
</tr>
<tr>
<td>2009</td>
<td>AB 333 enacted – automatic two-year time extension</td>
<td>New expiration date: 06/19/12</td>
</tr>
</tbody>
</table>

As well, Subdivision Map Act Section 66452.6(A)(1) states:

> “…if the subdivider is required to expend one hundred seventy eight thousand dollars ($178,000) or more to construct, improve or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the
Therefore, if the developer files a final map for Phase 1 of the development no later than June 19, 2012, the tentative map would be automatically extended to June 19, 2015. If a final map for Phase 2 were recorded prior to June 19, 2015, the tentative map would again be extended to June 19, 2018, etc. The total of all extensions pursuant to this section of the SMA could extend the map through June 19, 2022.

Title 16 (Subdivisions) of the City’s Municipal Code also allows for three additional years in time extensions, approved by the Planning Commission in one-year increments, which could further extend the map through 2025 if improvement plans have been submitted to the City and the final map has been submitted for review.

**Vesting Tentative Maps**

In this case, the map is a Vesting Tentative Map. SMA Section 66498.1 states when a local agency approves or conditionally approves a vesting tentative map, that approval confers a vested right to proceed with development in substantial compliance with the ordinances, policies and standards in effect on the date the application was deemed complete. The application for this project was deemed complete on August 25, 2006.

SMA 66498.5(b) states the rights conferred by a vesting tentative map shall last for an initial time period, as provided by ordinance, but shall not be less than one year or more than two years beyond recording of the final map.

**Development Agreements**

California Government Code Section 65864 et seq. allows cities and counties to enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property.

In adopting this legislation, the Legislature included the following findings:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

(c) The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments
may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities.

As a condition of this project, the applicant is required to construct a sewer lift station south of Pine Grove Avenue, east of Ashby Road to serve the proposed project as well as extend the sewer line from approximately 1,400 feet east of the Pine Grove Avenue/Ashby Road intersection, crossing over Lake Boulevard and continuing a distance of approximately 1 mile to the northeasterly section of the property. Preliminary cost estimates prepared by PACE Civil, Inc., in 2001 indicate the total cost for Stage 1 of the Churn Creek Lift Station alone was approximately $517,200 at that time. The Developer’s cost estimate for extension of the sewer main is nearly $2 million.

The applicant will also be required to construct off-site water infrastructure improvements. The project requires construction of a 12-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main in Lake Boulevard and a ten-inch intertie to the six-inch main at the intersection of Hill Boulevard and Ranchera Road. The subdivision also requires extension of the 12-inch main up Lake Boulevard to the upstream side of the Existing Pressure Reducing Station near the intersection of Buckeye Street and Lake Boulevard. Estimates for the water line improvements are not available at this time.

Due to the extensive costs associated with the required off-site infrastructure improvements, it is understandable for the developer to request sufficient time and assurances that the project can be built-out as approved.

Proposed Development Agreement

Required contents of a Development Agreement include permitted uses of the property, density or intensity of use, and maximum height and size of proposed buildings. The provisions may be specific or may reference standards included in the Zoning Code. The Agreement must address public benefits of the project. In addition, an annual review of the Agreement is required.

The major components of the proposed Development Agreement are summarized below:

Item 4: Term

The proposed term of the Development Agreement is fifteen (15) years from the Effective Date (through 2025). There is no maximum term limit included in state law, and larger projects, especially those constructed in phases with the requirement for completion of extensive off-site improvements, have longer terms. The Agreement includes provisions for extending, modifying or terminating the Agreement.

As stated above, even without the Development Agreement, pursuant to Section 66452.6 of the Subdivision Map Act, it is possible for the developer to get an additional ten years in time extensions because of the amount of off-site infrastructure improvements required. This could extend the life of the tentative map to 2022. Current City policy may also allow the developer to apply for up to three additional years, extending the tentative map to 2025.

Item 5: Development Approval

The Agreement acknowledges permitted uses of the property are those approved by the Tentative Map. In terms of development standards, the Agreement secures the developer’s
right to construct the project in accordance with existing development regulations for the first ten years of the agreement.

As explained in Item 12 of the Agreement, existing development regulations include the City’s ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings, yard setbacks, lot coverage, parking requirements, accessory uses and similar regulations that were in force and effect at the time the Vesting Tentative Map was deemed complete (August 25, 2006).

**Item 10: City Fees**

In terms of Impact Fees, the Agreement states during the first two years following recordation of a final map, the City Development Impact Fees shall be the amount in effect at the time the Vesting Tentative Map was deemed complete (August 25, 2006), including any automatic fee escalation provision included in the fee schedule on that date. A copy of the fee schedule in effect at that time is attached.

With the exception of Parks and Recreation impact fees, the fees in place on August 25, 2006, reflect the City’s current fee schedule, including an annual increase based on the Construction Cost Index (CCI). With adoption of the Development Agreement, the amount of the Parks and Recreation impact fee paid by Mountain Properties would be $307 during the first two years following recordation of a final map, rather than the current fee of $3,178.

As Council is aware, the City recently completed an Effluent Mixing Zone Study as required by our current RWQCB discharge permit. As stated in the staff report for this evening’s Agenda Item 7.3, RWQCB commented on the report, stating, “The results of the study indicate that dilution and mixing is not as good as expected. At a minimum, the City should not assume that dilution credits will be allowed during the next permit renewal in March 2013. Based on historical effluent data, the Treatment Plant would not be able to consistently comply with some effluent limits without dilution credits.”

Tom Chism, Wastewater Treatment Superintendent, is recommending Council direct staff to pursue the option of completing upgrades to the Wastewater Treatment Plant process as outlined in Technical Memorandum No. 5 of the Effluent Discharge Study dated August 21, 2009, and also continue design and planning work to extend the reclaimed waterline to Tierra Oaks Golf Course.

Estimated costs for upgrades to the Treatment Plant total $42.4 million, and there is no identified funding source at this time. If the City amends the sewer system impact fees to address recently identified improvements to the Treatment Plant, Mountain Properties would not be subject to the new fees during the term of the Development Agreement.

Although the Developer is providing funding for a lift station and sewer line extension, the Development Agreement does not include a requirement to fund any portion of the required Treatment Plant Improvements or other projects needed to accommodate reclaimed water disposal.

The Agreement also states where several final maps are recorded on various phases of the project, this two-year initial time period shall begin for each phase when the final map for that phase is recorded. After two years following recordation of a final map for any phase, the City Development Impact Fees shall be the amount in effect at the time Impact Fees are paid.

**Building Permit Fees** shall be those in effect at the time the fees are paid.
The Agreement also includes a stipulation that out of each Traffic Impact Fee paid per dwelling unit, $534.15 will be set aside for the future signalization of Lake Boulevard and Pine Grove Avenue. The remainder of the Traffic Impact Fee will be reserved for transportation improvements identified in the most recently adopted Major Road Impact Fee Program.

**Item 14: Environmental Compliance and Mitigation Measures**

The Mitigated Negative Declaration and Initial Study are attached for reference only. Also referenced and attached hereto is the Settlement Agreement between the City, Mountain Properties, Inc., and Greg Watkins.

**Item 15: Reimbursement Agreement**

The City intends to enter into a reimbursement agreement with the developer in order for the developer to recoup a portion of the costs for extending infrastructure to serve the proposed development as other users tie-in to the system.

**Item 18: Periodic Review of Compliance**

As required by law, the Agreement includes the requirement for annual review of the terms of the Agreement to determine compliance.

**PUBLIC HEARING AND NOTIFICATION REQUIREMENTS**

Legal notice of the public hearing was given pursuant to Government Code Section 65867 by publication in the Redding Record Searchlight, posting in designated places throughout the City and direct mail to property owners within a minimum of 300 feet of the subject property.

**ENVIRONMENTAL DETERMINATION**

The Development Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the California Code of Regulations which provides “the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Potential environmental impacts associated with the project were previously analyzed in an Initial Study, and a Mitigated Negative Declaration was adopted for the project. The Development Agreement does not present any physical changes to the project that could result in additional environmental impacts.

**FISCAL IMPACTS:**

With adoption of the Development Agreement, Mountain Properties will provide funding for City sewer and water infrastructure improvements identified in the City’s Wastewater and Water Master Plans, which will benefit future residential and commercial/industrial development.

However, the Agreement does not address required improvements to the Wastewater Treatment Plant that were recently identified in the Effluent Discharge Study and Effluent Mixing Zone Study prepared by Waterworks Engineers, and does not provide for funding for extension of the reclaimed waterline to Tierra Oaks Golf Course.

The City does not have an identified funding source for these improvements, and if the City increases sewer system impact fees during the term of the Agreement to provide funding for
these projects, Mountain Properties would not pay any newly adopted fees until after two years from the filing of a final map for each phase of the development.

Because the amount of impact fees paid depends on timing for filing the maps, fiscal impacts are unknown.

**ATTACHMENTS:**

Proposed Resolution of Approval  
Proposed Development Agreement and Exhibits to Development Agreement  
Planning Commission Resolution PC 10-08 Recommending Approval of the Agreement  
Mitigated Negative Declaration and Initial Study for Vesting Tentative Map SD 04-01 and Rezone Z 04-02  
Settlement Agreement between the City of Shasta Lake and Mountain Properties, Inc., and Greg L. Watkins  
Utility Fee Analysis/Connection Charges Form with fees in place at the time the application for the Vesting Tentative Map was deemed complete  
City Council Resolution CC 06-80 approving Vesting Tentative Map SD 04-01 and adopting a Mitigated Negative Declaration

**DISTRIBUTION:**

City Council
ORDINANCE CC 10-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHASTA LAKE AND MOUNTAIN PROPERTIES, INC., RELATIVE TO VESTING TENTATIVE MAP SD 04-01 FOR THE MOUNTAIN PROPERTIES SUBDIVISION.

WHEREAS, this Ordinance is adopted under the authority of Government Code Section 65864 et seq., which establishes procedures and requirements for consideration of development agreements and authorizes the City of Shasta Lake to enter into Development Agreements with persons having legal or equitable interests in real property for the development of such property; and,

WHEREAS, this Ordinance incorporates by reference as though fully set forth herein the Development Agreement by and between the City of Shasta Lake and Mountain Properties, Inc., relative to the development known as Mountain Properties Subdivision, attached hereto as Exhibit A (hereinafter “Development Agreement”); and,

WHEREAS, the proposed Mountain Properties Subdivision (Vesting Tentative Map SD 04-01) to be located in the City of Shasta Lake, Assessor’s Parcel Numbers 006-610-004, -005, and -007, located generally on the west side of Lake Boulevard, north of Yellow Pine Avenue, south of Flanagan Road, and east of the westerly city limit, was the subject of a Mitigated Negative Declaration (MND), Initial Study, and Responses to Comments as documented in the Administrative Record; and,

WHEREAS, on October 17, 2006, City Council adopted Resolution CC 06-80 approving Vesting Tentative Map SD 04-01 and adopting the MND, finding the MND was completed in compliance with the California Environmental Quality Act (CEQA); and,

WHEREAS, in relation to SD 04-01, Mountain Properties, Inc., requested and applied to enter into a development agreement with the City governing the Mountain Properties Subdivision; and,

WHEREAS, City seeks a development agreement to provide economic and other benefits to the City that would otherwise not be obtainable in the absence of a development agreement; and,

WHEREAS, pursuant to Government Code Section 65867, on June 17, 2010, the Planning Commission conducted a duly noticed public hearing to obtain public testimony regarding the proposed Development Agreement, and adopted Resolution PC 10-08 finding the Development Agreement is consistent with the Shasta Lake General Plan and recommending City Council approve the proposed Development Agreement;

WHEREAS, on July 20, 2010, City Council conducted a duly noticed public hearing to obtain public testimony regarding the Development Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHASTA LAKE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: FINDINGS:

1. The City Council hereby finds that the Development Agreement approved by this Ordinance is consistent with the goals, objective policies and land uses designated by the Shasta Lake General Plan and Zoning Code, including proposed uses and design standards.
The General Plan designation of the project site is Suburban Residential (SR), with an allowable density of up to 3 units per acre. The project site is approximately 120.18 acres and is approved for development of 164 single-family residential dwelling units. The average density of the proposed project is approximately 1.36 units per acre; therefore, the project is consistent with the General Plan.

The Development Agreement does not provide for modifications to the project to increase density over what was previously approved, or to modify standards that were in place at the time the application for the Vesting Tentative Map was deemed complete.

2. The provisions of the Development Agreement are in the public interest and will provide substantial public benefits and help attain certain public objectives, including without limitation: (a) the further development and providing of residential housing within the City; (b) providing the City directly with additional revenue in the form of increased real property taxes; (c) providing the City with required infrastructure improvements consisting of sewer line, sewer lift station and water infrastructure improvements all as more particularly set forth in Section 15; and (d) contribution toward the mitigation of traffic impacts both by the construction of off-site roads as noted in the Map’s conditions of approval and the payment of traffic impact fees, as noted in Sections 11 and 14(a)(i) of the Development Agreement.

3. The Development Agreement will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public because the project will be constructed in accordance with the approved Vesting Tentative Map that was approved by City Council. The Vesting Tentative Map is subject to mitigation measures and conditions to comply with federal, state, local and City standards and regulations, which reduces environmental impacts to a less than significant level pursuant to the California Environmental Quality Act.

SECTION 2: ENVIRONMENTAL DETERMINATION

The project is Categorically Exempt from the requirement for the preparation of environmental documents pursuant to Section 15061(b)(3) of the California Code of Regulations which provides “the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Potential environmental impacts associated with the project were previously analyzed in an Initial Study, and a Mitigated Negative Declaration was adopted for the project. The Development Agreement does not present any physical changes to the project that could result in additional environmental impacts.

SECTION 3: ADOPTION OF DEVELOPMENT AGREEMENT

The City Council hereby adopts the Development Agreement by and between the City of Shasta Lake and Mountain Properties, Inc., relative to the development known as Mountain Properties Subdivision, attached hereto as Exhibit A.

SECTION 4: SEVERABILITY

If any provision of this ordinance or the applications thereof to any person or circumstances is held invalid, the remainder of the ordinance and the applications of such provision will remain in effect to the extent permitted by law.
SECTION 5: EFFECTIVE DATE

This ordinance shall be effective thirty (30) days following its second reading and posting as provided for by City Code.

SECTION 6: RECORDING

Pursuant to Government Code Section 65868.5, no later than ten (10) days after the City enters into the Development Agreement, the City Clerk shall record with the County Recorder a copy of the Agreement. From and after the time of recordation, the Agreement shall impart such notice thereof to all persons as is afforded by the recording laws of the state. The burdens of the Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties to the Agreement.

I HEREBY CERTIFY that the foregoing Ordinance was introduced and read at a regular meeting of the City Council of the City of Shasta Lake held on the 20th day of July 2010 and was passed upon second reading at a regular meeting of the City Council of the City of Shasta Lake held on the 3rd day of August 2010.

PASSED, APPROVED, AND ADOPTED this 3rd day of August 2010 by the following vote:

AYES:
NOES:
ABSENT:

GREG WATKINS, Mayor

ATTEST:

TONI M. COATES, CMC, City Clerk
DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF SHASTA LAKE AND
MOUNTAIN PROPERTIES, INC.
RELATIVE TO THE DEVELOPMENT KNOWN AS
MOUNTAIN PROPERTIES SUBDIVISION

THIS DEVELOPMENT AGREEMENT (“Development Agreement”) is made and entered into this _____ day of ________________, 2010, by and between the CITY OF SHASTA LAKE, a municipal corporation organized and existing under the laws of the State of California (“City”), and MOUNTAIN PROPERTIES, INC., a California corporation (“Developer”).

RECITALS:

A. California Government Code section 65864 et seq. provides that the legislative body of a city may enter into a development agreement for the development of real property in order to vest certain rights in the developer and to meet certain public purposes of the local government. Developer has applied to the City pursuant to California Government Code sections 65864–65869.5 and pursuant to said Resolution for approval of the Development Agreement set forth herein.

B. The Developer and the City desire to enter into this Development Agreement in order to facilitate the development of certain property (“Property”) within that residential development known as "Mountain Properties Subdivision" which Property and Development are more fully described in Exhibit A and shown on the map set forth on Exhibit B, both attached hereto. The Project Site is located in the City and consists of a total of approximately 120 acres of land. The proposed development of the Property ("Development") consists of the construction of all subdivision improvements, both on-site and off-site, required in order to develop the 164-lot subdivision shown on Exhibit B.

C. The City has conducted duly noticed public hearings on this proposed Development Agreement pursuant to Government Code section 65867 and City Council
Resolution CC ____________ and has found that the provisions of this Development Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City's General Plan. Prior to its approval of this Development Agreement and the Development, the City Council of the City of Shasta Lake ("City Council") also approved: (a) a Mitigated Negative Declaration ("MND"), State Clearinghouse Number 2006082131; (b) Vesting Tentative Map SD 04-01 ("Map") and (c) Rezone Z 04-02 with respect to the Property.

D. The Development of the Property has been found by the City to provide substantial public benefits and help attain certain public objectives, including without limitation: (a) the further development and providing of residential housing within the City; (b) providing the City directly with additional revenue in the form of increased real property taxes; (c) providing the City with required infrastructure improvements consisting of sewer line, sewer lift station and water infrastructure improvements all as more particularly set forth in Section 15; and (d) contribution toward the mitigation of traffic impacts both by the construction of off-site roads as noted in the Map’s conditions of approval and the payment of traffic impact fees, as noted in Sections 11 and 14(a)(i).

E. Certain development risks and uncertainties associated with the long-term nature of the Development, including the cost of the portion of these public improvements, could discourage and deter Developer or any subsequent owner of the Property from making the long-term commitments necessary to fully develop the Property. Therefore, the parties desire to enter into this Development Agreement in order to reduce or eliminate uncertainties to such development over which the City has control.

F. The Development and the use that Developer proposes in connection with the Property have been extensively reviewed and considered by the City and its officers, agencies and departments, and such proposed Development and use have been found to accommodate the City's recommendations and suggestions in order to protect the public's interest and to enhance the desirability, from the public's perspective, of such proposed Development and use.

G. The City recognizes that Developer may sustain substantial losses if the City were to default in its obligations or commitments herein undertaken, including without limitation the substantial investment made by Developer to plan and obtain entitlements for the Development.

H. The City, by electing to enter into contractual agreements such as this one, acknowledges that the obligations of the City shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future City Councils to the obligations thereby undertaken, and this Development Agreement shall limit the future exercise of certain governmental and proprietary powers of the City. By approving this Development Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Development Agreement, rather than deferring its actions to some undetermined future date. The terms and conditions of this Development Agreement have been found to be fair, just and reasonable, and the City has concluded that the pursuit of the Development will serve the best interests of its citizens and the public health, safety and welfare will be best served by entering into this obligation. The City acknowledges that Developer would not consider or engage in the Development without the assurances of development entitlements that this Development is designed to provide.
I. This Development Agreement will promote and encourage the development of the Property by providing the Developer and its creditors with a greater degree of certainty of the Developer's ability to expeditiously and economically complete the development effort, and the parties agree that the consideration to be received by the City pursuant to this Development Agreement and the rights secured to the Developer hereunder constitute sufficient consideration to support the covenants and agreements of the City and the Developer. By entering into this Development Agreement, the City desires to allow the Development pursuant to the Development Agreement, the land use ordinances, rules, regulations and policies applicable on the "Effective Date," as defined in Section 4 hereof as amended, if at all, by this Development Agreement and, pursuant to this Development Agreement, to vest in Developer, to the fullest extent possible under the law, all possible development entitlements in order to complete the Development.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Binding Effect of Development Agreement.** The Development Agreement pertains to the Property as described in Exhibit A. The burdens of the Development Agreement are binding upon, and the benefits of the Development Agreement inure to all successors-in-interest of the parties to the Development Agreement, and constitute covenants that run with the Property, and in order to provide continued notice thereof, this Development Agreement will be recorded by the parties.

2. **Relationship of the Parties.** It is hereby specifically understood and acknowledged that the Development is a private project and that neither the City nor Developer will be deemed to be the agent of the other for any purposes whatsoever.

3. **Reservations and Dedications.** It is hereby further understood and agreed that no reservations or dedications of land will be required by the City during the Term (as herein defined) except as required by relevant parts of an explicit condition to the Map, if any, imposed in connection with the approval of the Map, or as otherwise agreed to in a separate writing signed by the City and Developer.

4. **Term.**

   (a) The "Effective Date" of this Development Agreement shall be the date on which the City adopts its ordinance approving same, with the understanding that Developer shall execute this Development Agreement prior to its submittal to the City Council for approval.

   (b) The term ("Term") of this Development Agreement is fifteen (15) years from the Effective Date, unless said term is otherwise extended, modified or terminated by circumstances set forth in this Agreement or by mutual consent of the parties. Unless otherwise specified, the obligations herein and the rights herein shall remain in full force and effect throughout the Term. The City and Developer agree that the term of this Agreement is necessary in order to permit the orderly and planned development of the Project.
5. **Development Approval.** The following elements of the Development are hereby approved:

   (a) **Permitted Uses of the Property.** The parties agree that the development of a single-family residential subdivision is a permitted use of the Property. The City agrees to allow such use on the Property, subject to the right of the City to take appropriate action to abate any public nuisance and to enforce all laws that do not conflict with Existing Development Regulations as defined in Section 11 of this Agreement. Nothing in this Agreement shall be construed to prohibit uses other than the development of a single-family residential subdivision on the Property, provided such other uses conform to the ordinances, regulations, and standards of the City as they may from time to time be amended. The vested rights granted to Developer under this Agreement shall apply only to the Mountain Properties Subdivision.

   (b) **Development Standards.** The City agrees to allow development of the Mountain Properties Subdivision in accordance with Existing Development Regulations as defined in Section 12 of this Agreement for the first ten (10) years of this Agreement; provided that the development conforms to the final Subdivision Map, except for minor modifications that are mutually acceptable to the City's Development Services Director and the Developer. For years eleven (11) through fifteen (15) of this Agreement, development of the Subdivision shall comply with City standards in effect at that time.

6. **Subdivision.** The term of the Map shall automatically be extended for the Term of this Development Agreement as permitted by Government Code section 66452.6, subdivision (a).

7. **Processing of Application and Permits.** The City and its officers, agencies and departments shall not unreasonably delay the processing of any application for any permit or approval necessary to commence or complete the Development.

8. **Building Permits.** It is understood by the parties to this Development Agreement that pursuant to the City's Municipal Code, building permit applications and issued building permits do not remain valid for the term of this Development Agreement, but only for the term set by the Municipal Code. Accordingly, the Developer shall have the right to file new building permit applications for the Development or any portion thereof where such previously approved building permit applications or issued building permits have expired. Any such new building permit applications filed for the Development shall be reviewed in accordance with this Development Agreement.

9. **Development Review.** Nothing set forth herein shall impair or interfere with the right of the City to require the processing of building permits as required by law and to conduct its development review of any specific improvements proposed for the Development; provided, however, no such review shall authorize or permit the City to impose any condition and/or withhold approval to any proposed building, the result of which would be inconsistent with any term or provision of this Development Agreement.
10. **City Fees.**

(a) **Impact Fees.** Except as otherwise specified in this Agreement, during the first two years following recordation of a final map, the City Development Impact Fees shall be the amount of such City Development Fees in effect at the time the Vesting Tentative Map was deemed complete (August 25, 2006), including any automatic fee escalation provision included in the fee schedule on that date. Where several final maps are recorded on various phases of the project, this two-year initial time period shall begin for each phase when the final map for that phase is recorded.

After two years following recordation of a final map for any phase, the City Development Impact Fees shall be the amount of such City Development Fees as of the date the City Development Impact Fees are paid.

(b) **Building Permit Fees.** Except as otherwise specified in this Agreement, Development shall pay City Building Permit (e.g., permits for construction of new dwelling units and accessory buildings, and permits for miscellaneous Application Fees chargeable in accordance with City Regulations (including any action by the City Council to increase or otherwise adjust City Building Permit Application Fees listed in the City's Fee Schedule) in effect at the time the relevant fees are paid.

11. **Traffic Impact Fees.** City agrees that out of each Traffic Impact Fee paid per dwelling unit, there shall be set aside the sum of $534.15 toward the future signalization of Lake Boulevard and Pine Grove Avenue. The remainder of the Traffic Impact Fee shall be reserved for transportation improvements identified in the most recently adopted Major Road Impact Fee Program.

12. **Vesting of Development Rights.**

(a) **General Statement.** As a material inducement to Developer and its lenders to continue with diligent efforts to promote the development of the Property, the City desires to cause all development rights which may be required to develop the Mountain Properties Subdivision to completion, to be deemed vested in Developer for the benefit of the Property, as of the Effective Date of this Development Agreement, to the greatest extent permitted by law, and to be free of all discretionary rights of the City or any body or subsequent building moratorium, ordinances, rules, regulations, policies or restrictions on development that are inconsistent with this Development Agreement. Notwithstanding the foregoing, nothing set forth in this Development Agreement shall be deemed to require Developer to commence or complete the Development.

(b) **Existing Development Regulations to Govern.** In accordance with the terms of Government Code section 65866, the City and Developer agree that for the Term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings, yard setbacks, lot coverage, parking requirements, accessory uses and similar regulations (collectively, the "Existing Development Regulations") shall be those in force and effect at the time the Vesting Tentative Map was deemed complete (August 25, 2006), unless otherwise specified herein. The City shall not, in subsequent actions applicable to the Property or the Development, apply general plan provisions, ordinances, rules,
regulations and policies that conflict with the Existing Development Regulations, except with the mutual consent in writing of the City's Development Services Director and the Developer.

Except as otherwise provided in this Development Agreement, no amendment to or revision of, or addition to any of the Existing Development Regulations without the mutual consent in writing of the City's Development Services Director and the Developer, whether adopted or approved by the City Council or any office, board, commission or other agency of the City, or by the people of the City through referendum or initiative measure or other vote, shall be effective or enforceable by the City with respect to the Development, its design, grading, construction, remodeling, use or occupancy, schedule or development.

The City shall have the right to impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals (e.g., variances, administrative permits, use permits), but such conditions and actions shall not prevent development of the Project as contemplated by this Agreement and the Development Permits, or place burdensome or restrictive measures on Developer in connection with the development of the Project.

(c) **Exclusions From "Existing Development Regulations."** As used herein, "Existing Development Regulations" shall not include municipal laws and regulations that do not conflict with Developer's vested rights to develop and use the Property in accordance with this Agreement. Developer and its successors and assigns and all persons and entities in occupation of any portion of the Property shall comply with such non-conflicting laws and regulations as may from time to time be enacted or amended hereafter. Specifically, but without limitation on the foregoing, such non-conflicting laws and regulations include the following:

(i) Taxes and assessments;

(ii) Building, electrical, mechanical, fire and similar codes based upon uniform codes incorporated by reference into the Shasta Lake Municipal Code;

(iii) Laws, including zoning code provisions, which regulate the manner in which business activities may be conducted or that prohibit any particular type of business activity on a city-wide basis;

(iv) Procedural rules of general city-wide application.

(d) **Subsequent "Slow / No Growth" Measures.** Consistent with (a) and (b), above, the City and Developer specifically agree that any subsequently enacted initiatives, referendums, or amendments to the City's General Plan and/or Zoning Code that contain "slow/no growth" measures or that by their terms are intended to, or by operation having such effect or that otherwise conflict with the terms of this Development Agreement, or limit the timing or phasing of the Development shall have no application to the Development. Notwithstanding any such measures, the mitigation measures required for the Development are limited to those established by this Development Agreement.
13. **Regulation for Health and Safety.** Nothing herein is intended to limit the authority of the City to impose a moratorium on development due to the unavailability of water, sewer service or other utilities necessary for the public health and safety. Notwithstanding any other provision of this Agreement to the contrary, City shall have the right to apply City Regulations adopted by City after the Effective Date, if such application:

(i) Is otherwise permissible pursuant to Laws (other than the Development Agreement Legislation), and

(ii) City determines that a failure to do so would place existing or future occupants, or users of the Project, or any portion thereof, or the immediate community, or all of them, in a condition dangerous to their health or safety. The parties agree that the foregoing exception to Developer’s vested rights under this Agreement is not intended to allow the City to impose additional fees or exactions on the Project that are for the purpose of general capital improvements or general services.

14. **Environmental Compliance and Mitigation Measures.**

(a) **Obligations and Contributions of the Developer for Mitigation Measures.** The Mitigated Negative Declaration for the Development and the Settlement Agreement between the City of Shasta Lake, Mountain Properties, Inc., and Greg L. Watkins, approved by City Council on July 17, 2007, and entered in Shasta County Superior Court (Case No. 159027), are incorporated herein by reference as though fully set forth at length. The City and the Developer acknowledge that the Mitigated Negative Declaration and Map conditions of approval identify certain mitigation measures applicable to the Development. Developer agrees to implement the various mitigation measures required to be implemented by the Developer pursuant to the terms of the Mitigated Negative Declaration and Map conditions of approval, provided that the Developer proceeds with the Development and commences construction. Developer's obligations with regard to the mitigation of off-site traffic-related impacts are further described in the following paragraphs. As used in this section, "off-site" means outside of the Property and the public right-of-way bordering on the Property.

(i) **Off-site Street Improvements.** The City and the Developer agree that the Developer will contribute an amount determined pursuant to Section 11 and Section 15 of this Agreement (the "Off-site Street Improvements Contribution") as Developer's participation on a "fair share basis," as stated in the Mitigated Negative Declaration and Map conditions of approval, in the implementation of such mitigation measures pertaining to off-site traffic, circulation, and roadway and street improvements that are identified in the mitigations of the Mitigated Negative Declaration and the DEW Traffic Impact Study Mountain Properties Residential Development, dated April 2006. Payment of the Off-site Street Improvements Contribution shall be made at the time that the building permit is issued for each home in the Mountain Properties Subdivision.

(b) **Obligations of the City for Mitigation Measures.** The City agrees to use the per lot assessments identified in the DEW Traffic Study to fund the measures required to mitigate the adverse environmental impacts that are identified in the Mitigated Negative Declaration and the DEW Traffic Study which pertain to off-site
traffic, circulation, and roadway and street improvements and to do so in a reasonably expeditious manner as sufficient funding becomes available.

(c) **Subsequent Environment Review.** In exercising its legislative discretion to enter into this Development Agreement and to commit the City to the completion of the Development, the City has reviewed and considered the potential adverse environmental impacts related to all aspects of the contemplated project, including, without limitation, the potential demands the Development will make on local and regional streets, highways, parks and recreation areas, water capacity and sewer lines, flood and storm drain systems, and energy conservation, and the effect on school capacity, traffic, pedestrian safety, noise and air quality impacts. The City has further reviewed and considered from a variety of perspectives, and has analyzed pursuant to a variety of assumptions, the projected future regional and cumulative environmental demands that will compete with the Development for available capacities and cumulatively add to potential adverse impacts. In so doing, the City has considered, among other things, the possibilities that:

(i) Federal, local, regional and state plans, if any, for provision of new infrastructure systems or expansion of existing infrastructure systems may be delayed, modified or abandoned;

(ii) The types, intensities, and amount of future regional development may exceed or otherwise be different from that currently being planned by the City and other local agencies; and

(iii) Regional and Development generated demands on infrastructure and utility improvements to be constructed as a part of the Development may exceed in either the short-run or the long-run the allocated capacities for such demands.

After assessing these and other potential adverse environmental impacts associated with the development of the Property, the City has imposed mitigation measures through the Mitigated Negative Declaration, Map conditions of approval and the subdivision review process and this Development Agreement, to the fullest extent the City considers feasible and necessary. The City has determined that the public benefits of the Development in the manner contemplated will itself provide the mitigation measures needed to contribute to alleviate short-run and long-run potential adverse environmental impacts that may arise during the development period; therefore, the City agrees, consistent with California Public Resources Code section 21166, that no subsequent or supplemental environmental impact report shall be required by the City for the subsequent discretionary approvals except as set forth in said section.

(d) The provisions of this section and Section 15 of this Agreement shall survive any termination of this Agreement.

15. **Infrastructure Improvements and Other Contributions.** The construction of the development shall include the construction of various on-site and off-site infrastructure improvements. These are:
(a) **Sewerline.** There shall be constructed a sewerline extension from approximately 1,000 feet east of the Pine Grove Avenue/Ashby Road intersection, west to the Beltline Road/Walker Mine Road intersection, as depicted on Exhibit C to this Development Agreement. The final design shall be determined in consultation with the City Engineer at the time Improvement Plans are prepared.

(b) **Sewer Lift Station.** There shall be constructed a sewer lift station in the Churn Creek Service Area near the intersection of Ashby Road and Pine Grove Avenue, as identified as the Proposed Upper Churn Creek Lift Station in the 2005 City of Shasta Lake 2005 Wastewater System Master Plan and depicted on Exhibit D to this Development Agreement. The final design shall be determined in consultation with the City Engineer at the time Improvement Plans are prepared.

(c) **Water Infrastructure Improvements.** As part of the construction of Phase I of the Mountain Properties Subdivision, there shall be constructed a 12" main to the intersection of Lake Boulevard and Hill Boulevard, which will connect to the existing 6" main at Lake Boulevard and a 10" intertie to the 6" main at the intersection of Hill Boulevard and Ranchera Road. As part of Phase II of the subdivision, there shall be constructed an extension of the 12" main up Lake Boulevard to the upstream side of the Existing Pressure Reducing Station near the intersection of Buckeye Street and Lake Boulevard. The final design shall be determined in consultation with the City Engineer at the time Improvement Plans are prepared.

(d) **Reimbursement Agreement.** City and Developer agree to negotiate and enter into a Reimbursement Agreement. The purpose of the Reimbursement Agreement is to allow Developer to obtain reimbursement of a portion of the infrastructure improvements set forth in Section 15(a), (b) and (c), above, when additional users obtain utility service from these infrastructure improvements. If a Reimbursement Agreement can not be agreed upon, it shall not affect the validity of this Development Agreement.

(e) **Additional Contributions.** Pursuant to the Settlement Agreement entered in Shasta County Superior Court, Case No. 159027, Developer has agreed to make additional contributions as specified therein.

16. The improvements identified under Items 15 (a), (b), and (c) above must be completed and accepted by the City prior to recordation of a final map for any phase. The final map may be filed prior to completion of infrastructure improvements upon entering into an agreement with the City and furnishing good and sufficient security as set forth in Government Code Sections 66499 et seq. The security shall be in the amount of 150% of the amount of remaining improvements, based on the engineer’s estimate. Upon completion of subject improvements, the Developer shall enter into a Maintenance Agreement with the City and shall post a Maintenance Bond in the amount of 10% of the engineer’s estimate of the improvements to guarantee the work for a period of one year.

17. **Assignment: Release.** This Development Agreement shall not be severable from Developer's interest in the Property and the Development. Any transfer of the portion of the Property shall automatically operate to transfer the benefits and burdens of this Development Agreement in respect of such portion. Developer shall have the right to sell, assign, pledge as security or transfer all or any part of its interest in the Property along with all of its right, title and interest in and to all or any part of this Development Agreement to any person, firm or corporation at any time during the term of this Development Agreement without the consent of
the City. Provided that Developer has provided the City with notice of such transfer, upon the
sale, transfer or assignment of Developer's interest in all or any portion of the Property or the
Development, Developer shall be released from its obligations under this Development
Agreement arising subsequent to such transfer in respect of the transferred portion. The City
agrees to execute any documents reasonably required by an assignee, transferee, lender or
other party confirming the rights of such party under this Development Agreement or providing
notices of default and rights to cure for the benefit of such parties.

18. **Periodic Review of Compliance.**

   (a) **General Statement.** Throughout the Term, at least once every twelve
   (12) months following the execution of this Agreement, City shall review the extent of
good-faith compliance by Developer with the terms of this Development Agreement in
accordance with Government Code Section 65865.1.

   (b) **Initiation of Review.** The City’s Development Services Director shall
initiate the annual review by giving to Developer thirty (30) days’ written notice that the
City intends to undertake such review. Developer agrees to furnish such reasonable
evidence and adequate documentation of good faith compliance as the City, in the
exercise of its reasonable discretion, may require.

   (c) **Good Faith Compliance.** During the Periodic Review, the Development
Services Director shall review Developer’s good-faith compliance with the terms of this
Agreement. At the conclusion of the Periodic Review, the Development Services
Director shall make written findings and determinations, on the basis of substantial
evidence, as to whether or not Developer has complied in good faith with the terms and
conditions of this Agreement.

   If the Development Services Director’s review determines that all terms and conditions of
the Agreement were met, and Council concurs, no further review is required.

   If the Development Services Director finds and determines that Developer has not
complied with such terms and conditions, the Development Services Director may
recommend to City Council that it terminate or modify this Agreement by giving its
intention to do so, in the manner set forth in California Government code Section 65867
and 65868.

   (d) **Costs.** Costs reasonably incurred by City in connection with the annual
review shall be paid by Developer in accordance with the City’s fee schedule in effect at
the time of review, or if no such fee is established, on a time-and-materials basis.

   (e) It is understood that Developer is not under any obligation to commence
construction of the Development within any time period or at all, and that non-
construction of the Development is not a basis for the City to determine that Developer is
not in good faith compliance with this Agreement.

19. **Amendment or Cancellation.** Except as otherwise provided for herein, this
Development Agreement may be amended or canceled in whole or in part only by mutual
consent of the parties, or their successors in interest, and in the manner provided in
Government Code sections 65865.1, 65867, 65867.5 and 65867.
20. **Enforcement.** Unless amended or canceled as provided in Section 19, this Development Agreement shall continue to be enforceable by any party to it, notwithstanding any change or other regulations adopted by the City that alter or amend the rules, regulations or policies applicable to the Development.

21. **Supercession of Agreement by Changes in State or Federal Law.** In the event that state or federal laws, ordinances, rules, policies or regulations or the laws, ordinances, rules, policies, or regulations of any other governmental or quasi-governmental entity are enacted after the Effective Date of this Development Agreement, or the action or inaction of any other affected governmental jurisdiction prevents or precludes compliance with one or more provisions of this Development Agreement, or imposes a requirement on the Development materially different than as otherwise contemplated by this Development Agreement, or requires changes in plans, maps or permits approved by the City or the development standards set forth in the Development Agreement, the parties shall:

   (a) Provide the other party with written notice of such restriction, together with a copy of the applicable law, rule, regulation or policy and a statement in reasonable detail setting forth the conflict of same with the provisions of this Development Agreement; and

   (b) Promptly meet and confer with the other party in good faith and make a reasonable attempt to modify or suspend this Development Agreement to comply with such law, ordinance, rule, policy or regulation. Thereafter, regardless of whether the parties reach agreement on the effect of such law, ordinance, rule, policy or regulation upon this Development Agreement, the matter shall be scheduled for a hearing before the City Council upon thirty (30) days notice, for the purposes of determining the exact modification or suspension that is required by such law, ordinance, rule, policy or regulation. It is the express intent of the parties to modify the Development Agreement to allow for the development of the Development in as close conformity to the terms and conditions of this Development Agreement as reasonably possible. Nothing herein shall preclude Developer from challenging the conflicting law, rule, regulation or policy.

22. **Enforced Delay and Extension of Times of Performance.** In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to:

   (a) War, insurrection, civil commotion, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, acts of God, governmental restriction, litigation (including, without limitation, litigation contesting the validity, or seeking the enforcement or clarification of, this Development Agreement whether instituted by Developer, the City or any other person or entity), acts or failures to act of any governmental agency or entity;

   (b) Inability to secure necessary labor, materials or tools, strikes, lockouts, other labor disputes, or delays of any contractor, subcontractor or supplier; or

   (c) Inability to obtain and consummate necessary financing, or delays of any lender or third party relating thereto. An extension of time in writing for any such cause shall be granted for the period of the enforced delay, or longer as mutually agreed upon, which period shall commence to run from the time of commencement of cause.
23. **Notices.** Any notice or instrument required to be given or delivered to either party to the Development Agreement may be given or delivered by depositing the same in the United States mail, certified mail, postage prepaid, addressed to:

City: Carla L. Thompson, AICP  
Development Services Director  
City of Shasta Lake  
P.O. Box 777  
Shasta Lake, CA  96019

With a copy to: John S. Kenny  
City Attorney  
City of Shasta Lake  
P.O. Box 994608  
Redding, CA  96099-4608

Developer: Mountain Properties, Inc.  
Attention: W. Jaxon Baker, President  
P.O. Box 994248  
Redding, CA  96099-4248

With a copy to: Mountain Properties, Inc.  
Attention: Leonard Bandell, Legal Counsel/Vice President  
P.O. Box 994248  
Redding, CA  96099-4248

and: Notice of a change of address shall be delivered in the same manner as any other notice provided herein, and shall be effective three days after mailing by the above-described procedure.

24. **Default and Remedies.**

(a) **Developer's Default.** Developer shall be in default under this Agreement upon the happening of one or more of the following events or conditions:

(i) If a material warranty, representation or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made;

(ii) A finding and determination by the City Council made following a periodic review under Section 18 that upon the basis of substantial evidence, Developer has not complied in good faith with a material requirement of this Development Agreement; or

(iii) An express repudiation, refusal or renunciation of this Development Agreement, if the same is in writing and signed by the Developer.

(b) **City's Default.** The City shall be in default under this Development if it shall:
(i) Fail to comply in good faith with the requirements hereof regarding the permitted development standards and uses specified herein, or City's obligations under Section 14, or

(ii) Expressly repudiate, refuse or renounce this Development Agreement in writing.

25. **Procedure Upon Default.**

(a) Notwithstanding any provision of this Development Agreement to the contrary, except for Developer's default under Section 24(a)(iii), Developer shall not be deemed to be in default under this Development Agreement, and the City may not terminate Developer's rights under this Development Agreement unless the City shall have first delivered a written notice of any alleged default to Developer, which shall specify the nature of such default. Except for Developer's default under Section 24(a)(iii), if such default is not cured by Developer within ninety (90) days of service of such notice of default, or with respect to defaults that cannot be cured within such period, Developer fails to commence to cure the default within sixty (60) days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the City may terminate Developer's rights under this Agreement. Upon the occurrence of a default by the City, as described in Section 24(b)(i), Developer may give written notice to the City specifying the nature of such default. If the City has not cured such default within ninety (90) days of such notice, an event of default by the City shall be deemed to have occurred. The occurrence of a default by the City under Section 24(b)(ii) above shall, at the option of Developer, and upon written notice to the City, immediately constitute an event of default by the City.

(b) In the event a breach of this Development Agreement occurs, irreparable harm is likely to occur to the nonbreaching party and damages may be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that specific enforcement of this Development Agreement is a proper and desirable remedy.

(c) In no event shall either party be entitled to damages against the other party based on the other party's default under this Agreement.

26. **Entire Agreement.** This Development Agreement and the Exhibits therein contain the entire agreement between the parties, and is intended by the parties to completely state the Development Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Development Agreement, is null and void.

27. **Mortgages.** In the event the City receives written notice from any institutional lender or pension trust (a "Mortgagee") that it has obtained a deed of trust or mortgage on all or any portion of the Property (a "Mortgage"), together with a copy thereof, the City agrees as follows:

(a) The City shall mail, first-class, postage prepaid, to each Mortgagee a copy of any notice (the "First Notice") given to Developer under Section 22 concurrently with the giving of such notice to Developer. If the default specified in the First Notice is one described in either Section 24(a)(i) or Section 24(a)(ii), and if Developer fails to cure
such default within the period allowed in Section 21, the City shall give written notice (the "Second Notice") to each Mortgagee of such failure.

(b) The City shall not terminate or cancel this Agreement, irrespective of the provisions of Section 25 unless (i) the City has given to each Mortgagee the notice or notices required by Section 25, (ii) no Mortgagee has within 30 days following the giving of the First Notice (if the default specified therein is one described in Section 24(a)(iii), or within 30 days following the giving of the Second Notice (if the default specified in the First Notice is one described in Section 24(a)(i) or Section 24(a)(ii)) (x) cured any default arising solely from the failure to pay amounts due and owing to the City hereunder, and (y) commenced the exercise of remedies available under the Mortgage or obtained a deed-in-lieu thereof, and (ii) no Mortgagee, purchaser at a foreclosure sale held under the mortgage, or purchaser from Mortgagee (a "Purchaser") has, within 30 days following the obtaining of title to the Property, or portion thereof originally covered by the Mortgage, but in no event later than 90 days following the giving of the First Notice (if the default specified therein is one described in Section 24(a)(iii)), or within 90 days following the giving of the Second Notice (if the default specified in the First Notice is one described under Section 21(a)(i) or Section 21(a)(ii)) (x) cured all defaults that are, by their nature, curable within such period, and (y) commenced, in good faith, to cure all other defaults that, by their nature are not curable within such period, and diligently proceeded to cure all such defaults within a reasonable time. A default under Section 24(a)(iii) shall be deemed cured by the giving of a written agreement by any such Mortgagee or Purchaser to continue to be bound by the terms of this Development Agreement.

(c) The City shall accept the performance of any such Mortgagee or Purchaser as if such performance were rendered by Developer. Each Mortgagee and each such Purchaser shall have the right but not the obligation, to remedy any defaults of Developer within the time specified herein. No Mortgagee or Purchaser shall have any liability under this Development Agreement except for acts or events that occur while such Mortgagee or Purchaser holds title to the Property or portion thereof.

(d) The provisions of this Section 27 are solely for the benefit of Mortgagees and Purchasers and shall not otherwise impair any rights of the City against Developer.

(e) No default or event of default hereunder by Developer shall defeat, impair or render invalid the lien of any deed of trust made in good faith and for value as to the Development or any portion thereof.

(f) The City, by resolution of the City Council, may modify or add to the provisions of this Section 27 at the request of any institutional lender or pension trust providing financing so long as such requested modifications or additions pertain only to the rights of a Mortgagee hereunder and are not otherwise inconsistent with the terms of this Development Agreement.

28. **Severability.** If any term, provision, condition, or covenant of this Development Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenants or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or
unenforceable, shall not be affected thereby and each term and provision of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law.

29. **Counterparts.** This Development Agreement has been executed in one or more counterparts, each of which has been deemed an original, but all of which constitute one and the same instrument.

30. **Estoppel Certificate.** Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Development Agreement is in full force and effect and a binding obligation of the parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or, if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within ten (10) days following the receipt thereof. The City Attorney of the City shall have the right to execute any certificate requested by Developer hereunder. The City acknowledges that a certificate hereunder may be relied upon by transfers, Mortgagees or other parties.

IN WITNESS WHEREOF, the undersigned have executed this Development Agreement as of the day and year first above written.

ATTEST: 

______________________________
Toni M. Coates, CMC
City Clerk

______________________________
Mayor

APPROVED AS TO FORM:

______________________________
City Attorney

______________________________
Leonard Bandell
Vice-President
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SHASTA, CITY OF SHASTA LAKE, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 5 WEST, M.D.B. & M.

APN: 006-610-004

PARCEL B:

THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 5 WEST, M.D.B. & M.

APN: 006-610-007

TOGETHER WITH AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE EXISTING BELTLINE ROAD EXTENDING FROM THE NORTHERLY LINE OF THE HEREIN DESCRIBED PARCEL AND RUNNING IN A NORTHWESTERLY DIRECTION TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER.

ALSO TOGETHER WITH AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTHERLY 60 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 35 LYING EASTERLY OF THE EXISTING BELTLINE ROAD.

PARCEL C:

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 5 WEST, M.D.M.

APN: 006-610-005

TOGETHER WITH AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE EXISTING BELTLINE ROAD EXTENDING FROM THE NORTHERLY LINE OF THE HEREIN DESCRIBED PARCEL AND RUNNING IN A NORTHWESTERLY DIRECTION TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER.

ALSO TOGETHER WITH AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE NORTHERLY 60 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 35 LYING EASTERLY OF THE EXISTING BELTLINE ROAD.

DEVELOPMENT DESCRIPTION

The proposed project would subdivide 120.18 acres into 164 single-family parcels. The General Plan designation for the property is Suburban Residential (SR), which allows a density of up to 3 units per acre. The proposed subdivision has an overall average density of approximately 1.36 dwelling units per acre, which is consistent with the General Plan.

Zoning of the property is One-Family Residential – Building Site Minimum (R-1-BSM). The BSM combining district indicates the minimum building site of the individual lot, as shown on a recorded parcel or final map, and is intended to be applied only where no further land divisions are expected, which is the case with the proposed project. Construction of the single-family dwelling units will comply with all City development standards, including setbacks, building height, interior yard space and parking.

The proposed project would connect to the City’s sanitary sewer system, as well as to the City’s water and electric systems. The applicant is required to construct a sewer lift station north of Pine Grove Avenue, east of Ashby Road to serve the proposed project as well as extend the sewer line from approximately 1,400 feet east of the Pine Grove Avenue/Ashby Road intersection, crossing over Lake Boulevard and continuing a distance of approximately 1 mile to the northeasterly section of the property. The developer will construct an on-site lift station and force main within the boundaries of the subdivision as shown on the Vesting Tentative Map.

The applicant will also be required to construct water infrastructure improvements. The project requires construction of a 12-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main in Lake Boulevard and a ten-inch intertice to the six-inch main at the intersection of Hill Boulevard and Ranchera Road. The subdivision also requires extension of the 12-inch main up Lake Boulevard to the upstream side of the Existing Pressure Reducing Station near the intersection of Buckeye Street and Lake Boulevard.
EXHIBIT D

Proposed Location
Upper Churn Creek Lift Station
RESOLUTION NUMBER PC 10-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SHASTA LAKE FINDING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHASTA LAKE AND MOUNTAIN PROPERTIES, INC., RELATIVE TO VESTING TENTATIVE MAP SD 04-01 FOR THE MOUNTAIN PROPERTIES SUBDIVISION IS CONSISTENT WITH THE SHASTA LAKE GENERAL PLAN AND RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED DEVELOPMENT AGREEMENT.

WHEREAS, this Resolution is adopted under the authority of Government Code Section 65864 et seq., which establishes procedures and requirements for consideration of development agreements; and,

WHEREAS, this Resolution incorporates by reference as though fully set forth herein the proposed Development Agreement by and between the City of Shasta Lake and Mountain Properties, Inc., relative to the development known as Mountain Properties Subdivision, attached hereto as Exhibit A (hereinafter "Development Agreement"); and,

WHEREAS, the proposed Mountain Properties Subdivision (Vesting Tentative Map SD 04-01) to be located in the City of Shasta Lake, Assessor’s Parcel Numbers 006-610-004, -005, and -007, located generally on the west side of Lake Boulevard, north of Yellow Pine Avenue, south of Flanagan Road, and east of the westerly city limit, was the subject of a Mitigated Negative Declaration (MND), Initial Study, and Responses to Comments as documented in the Administrative Record; and,

WHEREAS, on October 17, 2006, City Council adopted Resolution CC 06-80 approving Vesting Tentative Map SD 04-01 and Adopting the MND, finding the MND was completed in compliance with the California Environmental Quality Act (CEQA); and,

WHEREAS, in relation to SD 04-01, Mountain Properties, Inc., requested and applied to enter into a development agreement with the City governing the Mountain Properties Subdivision; and,

WHEREAS, City seeks a Development Agreement to provide economic and other benefits to the City that would otherwise not be obtainable in the absence of a Development Agreement; and,

WHEREAS, the General Plan designation for the subject property is Suburban Residential (SR), which allows a density of up to 3 units per acre, and zoning of the property is One-Family Residential (R-1), which allows development of single-family residential dwelling units; and,

WHEREAS, on June 17, 2010, the Planning Commission held a duly noticed public hearing, pursuant to Section 65867 of the Government Code, to obtain public testimony regarding the proposed Development Agreement; and,

NOW, THEREFORE, BE IT RESOLVED, the City of Shasta Lake Planning Commission:

A. FINDINGS:

1. As conditioned, the use is consistent with the purposes, intent, and provisions of the General Plan and Zoning Code, including proposed uses and design standards.

The General Plan designation of the project site is Suburban Residential (SR), with an allowable density of up to 3 units per acre. The project site is approximately 120.18 acres and is approved for
development of 164 single-family residential dwelling units. The average density of the proposed project is approximately 1.36 units per acre; therefore, the project is consistent with the General Plan.

The Development Agreement does not provide for modifications to the project to increase density over what was previously approved, or to modify standards that were in place at the time the application for the Vesting Tentative Map was deemed complete.

2. The provisions of the Development Agreement are in the public interest and will facilitate the extension of public sewer to the Summit City area as identified in the 2005 Wastewater System Master Plan. The City does not have a funding source for these improvements, and the developer will be financing the improvements at an estimated cost of over $2.5 million in order to complete the project.

Future development projects will be able to tie into or extend this system, reducing the need for private sewage disposal systems in that area of the City. Pursuant to an Engineering Report on Infrastructure Needs for the Summit City Area, prepared by PACE Civil, Inc., in May 1997, there are a number of problems associated with on-site sewage disposal systems in the Summit City area. Extending the sewer system to serve the proposed project would make it more economically feasible that this system could be extended to the north, addressing public health hazards.

3. The project is Categorically Exempt from the requirement for the preparation of environmental documents pursuant to Section 15061(b)(3) of the California Code of Regulations which provides "the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Potential environmental impacts associated with the project were previously analyzed in an Initial Study, and a Mitigated Negative Declaration was adopted for the project. The Development Agreement does not present any physical changes to the project that could result in additional environmental impacts.

B. Recommends to the City Council adoption of the Development Agreement between the City of Shasta Lake and Mountain Properties, Inc., as attached hereto as Exhibit A.

DULY PASSED AND ADOPTED this 17th day of June 2010 by the following vote:

AYES:     DIRKS, DURYEE, WALTER, HUEY
NOES:     LIND
ABSENT:   KIRKLAND, VAN WYHE

RON HUEY, VICE-CHAIR
Planning Commission
City of Shasta Lake, State of California

ATTEST:

CARLA L. THOMPSON, AICP
Planning Commission Secretary
MITIGATED NEGATIVE DECLARATION

Permit No. SD 04-01 / Rezone Z 04-02

SUBJECT

Tentative Subdivision Map SD 04-01 and Rezone Z 04-02 filed by Mountain Properties, Inc.

PROJECT DESCRIPTION

See Initial Study Checklist Form, Page 1, Item No. 3.

ENVIRONMENTAL SETTING

See Initial Study Checklist Form, Page 1, Item No. 8 and Page 4, Item No. 9.

FINDINGS AND DETERMINATION

The City of Shasta Lake conducted an Initial Study (attached), which determined that the proposed project could have significant environmental effects. Subsequent revisions in the project proposal create the specific mitigation measures identified below. The project avoids or mitigates the potentially significant environmental effects identified, and the preparation of an environmental impact report will not be required. There is no substantial evidence, in light of the whole record before the City, that the project as revised may have a significant effect on the environment. If there are substantial changes that alter the character or impacts of the proposed project, another environmental impact determination will be necessary.

The project includes measures to mitigate significant impacts which are addressed under the subjects of Land Use and Planning, Air Quality, Transportation/Circulation/Aesthetics/Hydrology and Water Quality, Noise, Public Services, Geology and Soils, Biological Resources, Hazards, Utilities/Service Systems and Cultural Resources.

Prior to approval of the project, the lead agency may conclude, at a public hearing, that certain mitigation measures identified in the Mitigated Negative Declaration are infeasible or undesirable. In accordance with CEQA Section 15074.1, the lead agency may delete those mitigation measures and substitute other measures which it determines are equivalent or more effective. The lead agency would adopt written findings that the new measure is equivalent or more effective in mitigating or avoiding potential significant effects and that it, in itself, would not cause any potentially significant effect on the environment.

1. Based on the whole record (including the Initial Study and any supporting documentation) and the mitigation measures incorporated into the project, the City of Shasta Lake has determined that there is no substantial evidence that the project will have a significant effect on the environment.
2. The Mitigated Negative Declaration, with its supporting documentation, reflects the independent judgment and analysis of the lead agency, which is the City of Shasta Lake.

**DOCUMENTATION**

The attached Initial Study documents the reasons to support the above determination.

**MITIGATION MEASURES**

The mitigation measures are included in the attached Initial Study, Pages 44-51.

**PUBLIC REVIEW DISTRIBUTION**

Draft copies or notices of the Initial Environmental Study were distributed to:

- State Clearinghouse
- California Office of Historic Preservation
- California Native American Heritage Commission
- Regional Water Quality Control Board
- Caltrans District 2
- Department of Fish and Game Region 1
- U.S. Army Corp of Engineers, Redding Office
- SCE/Pacific Bell
- Pacific Gas and Electric
- Charter Communication
- U.S. Postal Service, City of Shasta Lake Main Branch
- Shasta Lake Fire Protection District
- All property owners within a minimum of 300 feet of the property boundary.

**PUBLIC REVIEW**


( ) No comments were received during the public review period.

( ) Comments were received but did not address the draft Mitigated Negative Declaration findings or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.

(X) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public review period. The letters and responses follow (see Response to Comments, attached).

Copies of the Mitigated Negative Declaration, the Initial Study, documentation materials, and the Mitigation Monitoring Program may be obtained at the Planning Division of the Development Services Department, City of Shasta Lake, 1650 Stanton Drive, Shasta Lake, CA 96019. 530.275.7460.

*Carla L. Thompson, AICP*

Development Services Director

July 20, 2010
INITIAL ENVIRONMENTAL STUDY

SD 04-01
REZONE 04-02

Mountain Properties Subdivision

August 2006
ENVIRONMENTAL CHECKLIST FORM

1. Project title: Mountain Properties Subdivision and Rezone – Jaxon Baker (SD 04-01; Z 04-02)

2. Lead agency name and address: City of Shasta Lake
   P.O. Box 777
   Shasta Lake, CA 96019

3. Contact person and phone number: Carla L. Thompson, AICP, Development Services Director
   530.275.7460

4. Project location: Assessor’s Parcel Numbers 008-610-004, 006-610-005, and 006-610-007, located generally north of Yellow Pine Avenue, west of Lake Boulevard, south of Fanagan Road, and east of the City of Shasta Lake city limit.

5. Project sponsor’s name and address: Jaxon Baker, Property Owner
   Mountain Properties
   P.O. Box 994248
   Redding, CA 96029

6. General plan designation: Suburban Residential (SR)

7. Zoning: Unclassified
   Proposed Rezone to One-Family Residential – Building Site Minimum (R-1-BSM)

8. Project Description:

   This proposed project would ultimately subdivide 120.18 acres into 154 single-family parcels. The site consists of Assessor’s Parcel Numbers 008-610-004, 006-610-005, and 006-610-007, which are proposed to be subdivided for construction of single-family residences.

   Residential development of the subject property was planned and anticipated for years under the County’s General Plan prior to the City’s incorporation, and under the City’s current General Plan. In 1999, with the City’s first comprehensive General Plan Update, the designation for this property was changed to Suburban Residential to support a density of up to three units per acre, recognizing that it was feasible for sewer infrastructure to be extended to this area of the City to support higher density development. The proposed subdivision has an overall average density of approximately 1.35 dwelling units per acre.

   In 1999, to incorporate the revised General Plan designation, the property was rezoned to Unclassified. The Unclassified district was selected as a “holding district until a precise principal zone district has been adopted for the property.” A rezone would be required for any proposed subdivision, regardless of parcel size, to reflect the specific project.

   For this project, staff recommended a rezone to One-Family Residential (R-1-BSM). Pursuant to Zoning Code Section 17.68.030(A)3, the BSM combining district indicates the minimum building site of the individual lot, as shown on a recorded parcel or final map, and is intended to be applied only where no further land divisions are expected, which is the case with the proposed project.

   The project area is bounded to the north by a small rural residential area and undeveloped lands, to the east by private homes and vacant lots, to the south by residential housing and to the west by undeveloped Bureau of Land Management (BLM) lands. The elevation within the area varies from 600 to 1,000 feet above mean sea level.

   Much of the surrounding land remains undeveloped, although some houses are located at the southern boundary of the site, as previously stated. The development of this property will change the surrounding views from an undeveloped site to a residential subdivision.

City of Shasta Lake
2006

000035

July 20, 2010

69
The proposed project would connect to the City's sanitary sewer system, as well as to the City's water and electric systems. The applicant is required to construct a sewer lift station south of Pine Grove Avenue, east of Ashley Road to serve the proposed project as well as extend the sewer line from approximately 1,400 feet east of the Pine Grove Avenue/Ashley Road intersection, crossing over Lake Boulevard and continuing a distance of approximately 1 mile to the northeasterly section of the property. The developer will construct an on-site lift station and force main within the boundaries of the subdivision as shown on the Vesting Tentative Map. The applicant will also be required to construct water infrastructure improvements. The project requires construction of a 12-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main in Lake Boulevard and a ten-inch intertie to the six-inch main at the intersection of Hill Boulevard and Ranchera Road. The subdivision also requires extension of the 12-inch main up Lake Boulevard to the upstream side of the Existing Pressure Reducing Station near the intersection of Buckeye Street and Lake Boulevard. This Initial Study considers environment impacts resulting from off-site improvements as well as development within the boundaries of the subdivision.

Construction of the project will alter the drainage pattern by re-grading the site and changing the natural topography and drainage of the area, as well as providing curbs and gutters that will channel storm drainage into three separate stormwater detention basins.

Roadways within the subdivision would be accepted by the City and become part of the City roadway system. The design of these improvements is intended for local residential traffic. Maintenance of the roads will be the City's responsibility, which is consistent with the General Plan.

Two new public streets will connect the project directly to Lake Boulevard as the main access points to the subdivision. These roadway connections would cross City-owned property and an encroachment permit from the City would be required.

This access will connect to public streets on the property to provide access to the 164 single-family lots. Old BELTLINE Road bisects the site from south to north; this road would remain gated at the southerly boundary and would not provide for through traffic to the subdivision, but would provide emergency access for both the proposed subdivision and the existing neighborhood to the south. An emergency access would also be provided at the northerly boundary of the subdivision as shown on the Vesting Tentative Map.

Previously, on the same site, the City of Shasta Lake approved permit GP 03-01 for land clearing and prepared and adopted a negative declaration reviewing the potential environmental impacts that action would cause. Consequently, the land has been cleared of vegetation in an approximately 98-acre portion of the 120-acre property to reduce fire hazards and prepare for development.

The project is proposed to be constructed in seven phases as indicated below and as shown on the Vesting Tentative Map:

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Size in Square Feet</th>
<th>Lot #</th>
<th>Size in Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10,982</td>
<td>17</td>
<td>22,841</td>
</tr>
<tr>
<td>2</td>
<td>10,541</td>
<td>18</td>
<td>38,848</td>
</tr>
<tr>
<td>3</td>
<td>15,012</td>
<td>19</td>
<td>12,830</td>
</tr>
<tr>
<td>4</td>
<td>16,738</td>
<td>20</td>
<td>12,854</td>
</tr>
<tr>
<td>5</td>
<td>15,526</td>
<td>21</td>
<td>15,300</td>
</tr>
<tr>
<td>6</td>
<td>15,445</td>
<td>22</td>
<td>25,258</td>
</tr>
<tr>
<td>7</td>
<td>13,422</td>
<td>23</td>
<td>25,674</td>
</tr>
<tr>
<td>8</td>
<td>9,407</td>
<td>24</td>
<td>13,913</td>
</tr>
<tr>
<td>9</td>
<td>8,473</td>
<td>25</td>
<td>9,658</td>
</tr>
<tr>
<td>10</td>
<td>13,449</td>
<td>26</td>
<td>9,146</td>
</tr>
<tr>
<td>11</td>
<td>18,150</td>
<td>27</td>
<td>10,438</td>
</tr>
<tr>
<td>12</td>
<td>9,338</td>
<td>28</td>
<td>26,678</td>
</tr>
<tr>
<td>13</td>
<td>9,323</td>
<td>29</td>
<td>15,377</td>
</tr>
<tr>
<td>14</td>
<td>9,181</td>
<td>30</td>
<td>10,580</td>
</tr>
<tr>
<td>15</td>
<td>9,482</td>
<td>31</td>
<td>20,622</td>
</tr>
<tr>
<td>16</td>
<td>12,727</td>
<td>32</td>
<td>15,360</td>
</tr>
</tbody>
</table>

City of Shasta Lake
2006

July 20, 2010
### PHASE 2

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Size in Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>17,711</td>
</tr>
<tr>
<td>2</td>
<td>9,530</td>
</tr>
<tr>
<td>3</td>
<td>9,464</td>
</tr>
<tr>
<td>4</td>
<td>10,781</td>
</tr>
<tr>
<td>5</td>
<td>14,255</td>
</tr>
<tr>
<td>6</td>
<td>14,748</td>
</tr>
<tr>
<td>7</td>
<td>11,823</td>
</tr>
<tr>
<td>8</td>
<td>9,335</td>
</tr>
</tbody>
</table>

### PHASE 3

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Size in Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12,944</td>
</tr>
<tr>
<td>2</td>
<td>13,757</td>
</tr>
<tr>
<td>3</td>
<td>12,814</td>
</tr>
<tr>
<td>4</td>
<td>11,216</td>
</tr>
<tr>
<td>5</td>
<td>11,216</td>
</tr>
<tr>
<td>6</td>
<td>11,222</td>
</tr>
<tr>
<td>7</td>
<td>11,223</td>
</tr>
<tr>
<td>8</td>
<td>11,226</td>
</tr>
<tr>
<td>9</td>
<td>11,229</td>
</tr>
<tr>
<td>10</td>
<td>11,234</td>
</tr>
<tr>
<td>11</td>
<td>14,864</td>
</tr>
<tr>
<td>12</td>
<td>17,128</td>
</tr>
<tr>
<td>13</td>
<td>26,799</td>
</tr>
<tr>
<td>14</td>
<td>19,670</td>
</tr>
<tr>
<td>15</td>
<td>45,872</td>
</tr>
<tr>
<td>16</td>
<td>71,526</td>
</tr>
<tr>
<td>17</td>
<td>365,754</td>
</tr>
<tr>
<td>18</td>
<td>34,668</td>
</tr>
<tr>
<td>19</td>
<td>49,847</td>
</tr>
<tr>
<td>20</td>
<td>30,165</td>
</tr>
<tr>
<td>21</td>
<td>17,622</td>
</tr>
<tr>
<td>22</td>
<td>46,558</td>
</tr>
<tr>
<td>23</td>
<td>15,027</td>
</tr>
<tr>
<td>24</td>
<td>5,884</td>
</tr>
<tr>
<td>25</td>
<td>14,804</td>
</tr>
<tr>
<td>26</td>
<td>14,470</td>
</tr>
<tr>
<td>27</td>
<td>11,158</td>
</tr>
<tr>
<td>28</td>
<td>9,767</td>
</tr>
<tr>
<td>29</td>
<td>9,676</td>
</tr>
<tr>
<td>30</td>
<td>10,070</td>
</tr>
<tr>
<td>31</td>
<td>9,853</td>
</tr>
<tr>
<td>32</td>
<td>9,930</td>
</tr>
<tr>
<td>33</td>
<td>9,444</td>
</tr>
<tr>
<td>34</td>
<td>10,419</td>
</tr>
<tr>
<td>35</td>
<td>11,551</td>
</tr>
<tr>
<td>36</td>
<td>9,275</td>
</tr>
<tr>
<td>37</td>
<td>21,110</td>
</tr>
</tbody>
</table>

### PHASE 4

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Size in Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11,160</td>
</tr>
<tr>
<td>2</td>
<td>11,160</td>
</tr>
<tr>
<td>3</td>
<td>11,160</td>
</tr>
<tr>
<td>4</td>
<td>10,437</td>
</tr>
<tr>
<td>5</td>
<td>11,327</td>
</tr>
<tr>
<td>6</td>
<td>15,255</td>
</tr>
<tr>
<td>7</td>
<td>14,251</td>
</tr>
</tbody>
</table>

### PHASE 5

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Size in Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>22,568</td>
</tr>
<tr>
<td>2</td>
<td>9,008</td>
</tr>
<tr>
<td>3</td>
<td>8,884</td>
</tr>
<tr>
<td>4</td>
<td>9,527</td>
</tr>
<tr>
<td>5</td>
<td>13,349</td>
</tr>
<tr>
<td>6</td>
<td>22,365</td>
</tr>
<tr>
<td>7</td>
<td>17,488</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Size in Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>16,296</td>
</tr>
<tr>
<td>9</td>
<td>16,082</td>
</tr>
<tr>
<td>10</td>
<td>17,100</td>
</tr>
<tr>
<td>11</td>
<td>21,237</td>
</tr>
<tr>
<td>12</td>
<td>29,775</td>
</tr>
<tr>
<td>13</td>
<td>17,585</td>
</tr>
<tr>
<td>14</td>
<td>36,484</td>
</tr>
</tbody>
</table>
### PHASE 6

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Size in Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>26,522</td>
</tr>
<tr>
<td>2</td>
<td>22,650</td>
</tr>
<tr>
<td>3</td>
<td>17,628</td>
</tr>
<tr>
<td>4</td>
<td>36,274</td>
</tr>
<tr>
<td>5</td>
<td>27,000</td>
</tr>
<tr>
<td>6</td>
<td>11,493</td>
</tr>
<tr>
<td>7</td>
<td>1,389</td>
</tr>
<tr>
<td>8</td>
<td>13,652</td>
</tr>
<tr>
<td>9</td>
<td>10,754</td>
</tr>
<tr>
<td>10</td>
<td>11,528</td>
</tr>
<tr>
<td>11</td>
<td>12,680</td>
</tr>
<tr>
<td>12</td>
<td>12,945</td>
</tr>
<tr>
<td>13</td>
<td>12,097</td>
</tr>
<tr>
<td>14</td>
<td>10,895</td>
</tr>
<tr>
<td>15</td>
<td>1,304</td>
</tr>
<tr>
<td>16</td>
<td>3,162</td>
</tr>
<tr>
<td>17</td>
<td>16,750</td>
</tr>
<tr>
<td>18</td>
<td>12,522</td>
</tr>
<tr>
<td>19</td>
<td>21,263</td>
</tr>
<tr>
<td>20</td>
<td>17,916</td>
</tr>
<tr>
<td>21</td>
<td>25,874</td>
</tr>
<tr>
<td>22</td>
<td>10,267</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Size in Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>9,344</td>
</tr>
<tr>
<td>24</td>
<td>9,440</td>
</tr>
<tr>
<td>25</td>
<td>10,500</td>
</tr>
<tr>
<td>26</td>
<td>4,890</td>
</tr>
<tr>
<td>27</td>
<td>5,769</td>
</tr>
<tr>
<td>28</td>
<td>5,345</td>
</tr>
<tr>
<td>29</td>
<td>13,125</td>
</tr>
<tr>
<td>30</td>
<td>10,550</td>
</tr>
<tr>
<td>31</td>
<td>9,638</td>
</tr>
<tr>
<td>32</td>
<td>10,384</td>
</tr>
<tr>
<td>33</td>
<td>1,547</td>
</tr>
<tr>
<td>34</td>
<td>1,654</td>
</tr>
<tr>
<td>35</td>
<td>6,702</td>
</tr>
<tr>
<td>36</td>
<td>6,924</td>
</tr>
<tr>
<td>37</td>
<td>6,408</td>
</tr>
<tr>
<td>38</td>
<td>6,348</td>
</tr>
<tr>
<td>39</td>
<td>9,692</td>
</tr>
<tr>
<td>40</td>
<td>6,836</td>
</tr>
<tr>
<td>41</td>
<td>10,086</td>
</tr>
<tr>
<td>42</td>
<td>10,771</td>
</tr>
<tr>
<td>43</td>
<td>25,608</td>
</tr>
<tr>
<td>44</td>
<td>34,003</td>
</tr>
</tbody>
</table>

### PHASE 7

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Size in Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>42,633</td>
</tr>
<tr>
<td>6</td>
<td>38,242</td>
</tr>
<tr>
<td>7</td>
<td>28,295</td>
</tr>
</tbody>
</table>

9. **Surrounding land uses and setting:**

The subject property is currently vacant with minimal land clearing conducted in the past. Surrounding land uses are single-family residential.

<table>
<thead>
<tr>
<th>Designation/Zone</th>
<th>Actual Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Rural Residential (R-R) and Interim Residential (IR)</td>
<td>Limited Single-Family Residential</td>
</tr>
<tr>
<td>South Rural Residential (R-R) and Interim Residential (IR)</td>
<td>Single-Family Residential</td>
</tr>
<tr>
<td>West Shasta County</td>
<td>Vacant (Shasta County)</td>
</tr>
<tr>
<td>East Interim Residential (IR); Limited Residential, Buckeye Transfer Station Public Facilities (PF)</td>
<td></td>
</tr>
</tbody>
</table>

10. **Other public agencies whose approval is required:**

Coverage under the General Construction Stormwater Permit (Order No 99-06-DWO); and Section 401 Water Quality Certification is required from the Regional Water Quality Control Board. Preconstruction Notification under a Nationwide Permit through the U.S. Army Corps of Engineers is required. A 460-series Streambed Alteration Agreement from the Department of Fish and Game is required. An encroachment permit from the City of Shasta Lake is required for the two roadway connections across the City's property to Lake Boulevard. No other public agency permits or approvals are required.
ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- Aesthetics  - Air Quality  - Biological Resources
- Cultural Resources  - Geology/Soils  - Hazards & Hazardous Materials
- Hydrology/Water Quality  - Land Use/Planning
- Noise  - Population/Housing  - Mineral Resources
- Recreation  - Transportation/Traffic  - Public Services
- Mandatory Findings of Significance  - Utilities/Service Systems

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☐ I find that the proposed project: COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Carla L. Thompson, AICP
Development Services Director
City of Shasta Lake

Date: 08.21.10
### Discussion of Checklist Answers:

**a)** The project site is located in the southwestern corner of the City of Shasta Lake, a short distance west of Lake Boulevard and is dissected along its eastern margin by Old Beline Road.

The project area is bounded to the north by a small rural residential area and undeveloped lands, to the east by private homes and vacant lots owned by the City of Shasta Lake, to the south by residential housing and to the west by undeveloped Bureau of Land Management (BLM) lands. The elevation within the area varies from approximately 800 to 1000 feet above mean sea level.

The topography in the project area is steeply sloped along the western edge, and gradually becomes moderately sloped to mostly flat along the eastern portion of the site. The project site is undeveloped, lacking any homes or infrastructure, and is predominately vegetated by dense mixed chaparral and blue oak/grey pine woodlands.

Much of the surrounding land remains undeveloped for residential and similar uses, although some houses are located at the southern boundary of the site, as previously stated. The development of this property will change the surrounding views from an undeveloped site to a residential subdivision. There is a potential for visual impacts due to land clearing and construction activities in the western portion of the site which are at higher elevations.

Visual impacts were considered from Interstate 5, Pine Grove Avenue, Shasta Dam Boulevard, and Lake Boulevard. Due to the heavy vegetation characteristic of the surrounding area, only the highest elevations would be visible from Pine Grove Avenue. The highest developed point on Yellow Pine Avenue to the south is approximately 850 – 1000 feet in elevation as is similar to the proposed lots with the subject project. Perhaps two homes on Yellow Pine Avenue are visible from Pine Grove Avenue but are not aesthetically intrusive.

In addition, mass grading is not proposed for this project, and clearing of a building pad will occur only at the time of building permit issuance, unless otherwise shown on the grading plan. Mitigation measure 1.1 is included to reduce impacts to a less than significant level.

**b)** The nearest State Scenic Highway is SR 151 (Shasta Dam Boulevard) located approximately 1.25 miles from the northernmost boundary of the subdivision. Tree removal will be limited within the most publicly visible areas of the subdivision as evidenced by the preliminary grading plan. There are no rock outcroppings or historic buildings associated with the project. With the mitigation measures proposed, impacts will be less than significant.

**c)** See discussion under Section 1.6 above and Mitigation Measure 1.1. With the proposed mitigation, impacts would be less than significant.

**d)** The project would introduce potentially significant new light sources in the area, mainly from residential lighting. Also, the City of Shasta Lake will require streetlights within the development. This could disrupt residents living in homes adjacent to the project site. In order to mitigate disturbances, Mitigation Measure 1.2 is included in compliance with City standards.
Mitigation Measures Relating to Aesthetics:

**Mitigation Measure 1.1**

The following design standards shall be implemented into construction plans for dwelling units located at an elevation higher than 670 feet and shall be verified by the Development Services Director or his/her designee prior to issuance of a grading or building permit:

a. Building materials and color schemes shall blend with the natural landscape of the sites, tones for main and accessory structures, fences and walls. Reflective materials or finishes shall not be used.

b. Proposed structures on lots where the average slope exceeds 10 percent shall be designed to conform to the terrain and shall utilize pole, slab or other foundation that requires any limited excavation or filling.

c. No cuts or fills greater than three feet shall be allowed with the exception of those areas shown on the preliminary grading plan dated August 8, 2006.

**Mitigation Measure 1.2**

All lighting shall be shielded and directed inward onto the project site. New project lighting shall not create light or glare on neighboring properties. Lighting shall be directed away from adjacent roadways and shall not interfere with traffic or create a safety hazard. All outdoor lighting on the project site except for lighting from fixtures installed on the outside of residences shall be shielded so that at a minimum, no light is emitted above a horizontal line parallel to the ground.

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a) Conflict with or obstruct implementation of the applicable air quality plan?  

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?  

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?  

d) Expose sensitive receptors to substantial pollutant concentrations?  

e) Create objectionable odors affecting a substantial number of people?  

Discussion of Checklist Answers:

a) in conjunction with the federal Clean Air Act of 1970, the U.S. Environmental Protection Agency established National Ambient Air Quality Standards (NAAQS) for several major pollutants, referred to as “criteria” pollutants. The six criteria pollutants are ozone (O₃), carbon monoxide (CO), inhalable particulate (PM₁₀), nitrogen oxides (NOₓ), sulfur dioxide (SO₂) and lead (Pb).

The Shasta County Air Quality Management District (AQMD) has permit authority over all stationary sources of air pollutants in Shasta County and acts as the primary reviewer of environmental documents as they pertain to air quality issues. The Shasta County AQMD develops rules and regulations to implement locally the requirements of the Federal and California Clean Air Acts and other air quality legislation.

City of Shasta Lake  
2006  

July 20, 2010
The proposed project area is located within the Northern Sacramento Valley Air Basin (NSVAB) which encompasses Shasta, Tehama, Glenn, Butte, Colusa, Sutter and Yuba counties. The quantity of air pollutant emissions generated within the NSVAB is small compared to the more densely populated areas to the south. However, the NSVAB is still susceptible to the build-up of air pollution because pollution generated in the broader Sacramento and San Francisco Bay areas is often transported northward into the NSVAB and trapped by the mountain ranges to the west, north and east. Shasta County, including the City of Shasta Lake, is designated non-attainment status for state air quality standards regarding ozone and PM_{2.5}.

According to the City of Shasta Lake's General Plan, the City will continue its effort to minimize air quality impacts to the air basin by requiring that all projects be subject to Standard Mitigation Measures (SMM) and Best Available Mitigation Measures (BAMM) for both construction and operations regardless of size or emissions (See Mitigation Measure 2.1).

These measures include weather-dependent grading restrictions, the use of non-toxic soil stabilizers, access to public transit access, the construction of traffic and offsite bus stops, the provision of energy-efficient process systems, and a restriction on the use of wood burning stoves that do not meet current EPA standards.

Additionally, in order to lessen the impact of ozone to the environment, the City of Shasta Lake requires installation of an outdoor electrical outlet to encourage the use of electric yard equipment in place of heavy polluting, 2-stroke gas engines that are commonly used (see Mitigation Measure 2.2 below).

The impacts from short-term construction and grading activities and emissions generated by vehicular trips of constructor personnel will result in short-term air quality effects. Regarding long-term effects of this project, future emissions were projected using the U.S. Environmental Protection Agency's (EPA) air quality computer model. The EPA model estimated that the sum of the area and operational emissions generated by the project would be 20.8 pounds per day of raw organic gases (ROG), 34.46 pounds per day of oxides of nitrogen (NOx), and 244.48 pounds per day of small particulate matter (PM_{2.5}).

The California Air Resources Board (CARB) has established the General Plan emissions thresholds for ROG, NOx, and PM_{2.5} emissions. The estimated emissions for ROG and PM_{2.5} are below the "Level A" threshold of 25 pounds per day for ROG and 80 pounds per day for PM_{2.5}; the estimated emissions for NOx are above the "Level A" threshold of 25 pounds per day, but not below the "Level B" threshold of 137 pounds per day. None of these emissions would exceed the state air quality thresholds for ROG, NOx, or PM_{2.5} emissions.

The Air Quality Element states that emissions less than "Level A" shall apply applicable Standard Mitigation Measures (SMM). Emissions more than "Level A" but less than "Level B" shall apply feasible "Level A" Best Available Mitigation Measures (BAMM). These Mitigation Measures are included as 2.1 and 2.2.

b) See discussion under 2.a above and Mitigation Measures 2.1 and 2.2.

c) In conjunction with the federal Clean Air Act of 1970, the U.S. Environmental Protection Agency established National Ambient Air Quality Standards (NAAQS) for several major pollutants, referred to as "criteria" pollutants. The six criteria pollutants are ozone (O_{3}), carbon monoxide (CO), nitrogen oxides (NOx), nitrogen dioxide (NO_{2}), sulfur dioxide (SO_{2}) and lead (Pb).

The Shasta County Air Quality Management District (AQMD) has been granted authority over all stationary sources of air pollutants in Shasta County and acts as the primary reviewer of environmental documents as they pertain to air quality issues. The Shasta County AQMD develops rules and regulations to implement locally the requirements of the Federal and California Clean Air Acts and other air quality legislation.

The proposed project area is located within the Northern Sacramento Valley Air Basin (NSVAB) which encompasses Shasta, Tehama, Glenn, Butte, Colusa, Sutter and Yuba counties. The quantity of air pollutant emissions generated within the NSVAB is small compared to the more densely populated areas to the south. However, the NSVAB is still susceptible to the build-up of air pollution because pollution generated in the broader Sacramento and San Francisco Bay areas is often transported northward into the NSVAB and trapped by the mountain ranges to the west, north and east.

Shasta County, including the City of Shasta Lake, is designated non-attainment status for state air quality standards regarding ozone and PM_{2.5}. The proposed project, however, would not release emissions that would result in a cumulative considerable net increase of ozone and PM_{2.5}. Impacts would be less than significant.
d) Land uses considered sensitive receptors typically include residences, schools, playgrounds, childcare centers, hospitals, convalescent homes and retirement homes. Existing sensitive receptors in proximity to the project site include single-family dwelling units.

Construction activities associated with the project would temporarily increase construction equipment vehicle trips on area roadways and generate dust, including PM10 emissions, resulting in short-term associated air pollutants. Grading and excavation operations may also have air quality impacts, which are mitigated to a less than significant impact by Mitigation Measure 2.1.

a) Objectionable odors are not typically associated with single-family dwellings. Therefore, impacts would be less than significant.

Mitigation Measures Relating to Air Quality

Mitigation Measure 2.1
The Developer shall implement Standard Mitigation Measures (SMMs) from the City's Air Quality Element:

a. Streets shall be designed to facilitate pedestrian access to public transit stops.

b. Suspend all grading operations when winds, as instantaneous gusts exceed 20 miles per hour or as directed by the Shasta County Air Quality Management District (AQMD).

c. Water active construction sites at least twice daily, or as needed to control fugitive dust as directed by the Public Services Department.

d. Apply non-toxic soil stabilizers according to the manufacturer's specification to all graded areas which will be inactive for 10 days or more.

e. Construction activities that could affect traffic flow shall be scheduled for off-peak hours. Heavy truck trips involved in the hauling of soil to the site shall be limited to the hours of 5:00 A.M. to 7:00 P.M., Monday through Friday. Hauling activity may occur on Saturday from 9:00 A.M. to 6:00 P.M. No work is allowed on Sundays.

f. Provide temporary traffic control (flag person), as appropriate, during all phases of construction to improve traffic flow.

g. When construction activity occurs during wet weather, install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash off trucks and any equipment leaving the site each trip. Locations of wheel washers shall be identified and approved by the City Public Works Division prior to issuance of any clearing or grading permits.

h. Sweep streets at the end of the day if visible soil materials are carried onto adjacent paved roads.

i. Cover trucks hauling dirt, sand, soil or other loose materials or maintain at least 2 feet of freeboard (minimum vertical distance between the top of the load and the top of the trailer), in accordance with the requirements of California Vehicle Code §23114.

j. Re-establish ground cover on the construction site through seeding and watering prior to final occupancy.

k. All new wood-burning devices shall be EPA Phase II certified.

l. Provide energy-efficient process systems, such as water heaters, furnaces and boiler units.

Mitigation Measure 2.2
The Developer shall implement the following Best Available Mitigation Measures from the City's Air Quality Element:

a. Install an electrical outlet at the front, and back of all residential units (for electric yard equipment).
3. **BIOLOGICAL RESOURCES**: Would the project:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
</tr>
<tr>
<td>c)</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
</tr>
<tr>
<td>c)</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
</tr>
<tr>
<td>d)</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
</tr>
<tr>
<td>e)</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
</tr>
<tr>
<td>f)</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
<td>![ ]</td>
</tr>
</tbody>
</table>

**Discussion of Checklist Answers:**

**EXISTING SETTING:**

The topography in the project area is steeply sloped along the west edge, and gradually becomes moderately sloped to mostly flat along the eastern portion of the site. The elevation within the project area varies from 500 to 1,000 feet above mean sea level.

The City of Shasta Lake’s climate is “Mediteranean” in nature, with cool wet winters and dry summers. Approximately 40-60 inches of rain fall annually, most of which falls between November 1 and April 30. The average annual air temperature is approximately 75 degrees Fahrenheit. The average January high temperature is 55 degrees F and average July high temperature is 92 degrees F.

Several steep intermittent drainages flow east into Nelson Creek, which occurs off-site, but is adjacent to the eastern study area boundary and serves as a tributary to Little Bean Creek. The study area is undeveloped, lacking any homes or infrastructure, and is predominately vegetated by dense mixed chaparral and blue oakgray pine woodlands.

The applicant is required to construct a sewer lift station south of Pine Grove Avenue, east of Ashby Road to serve the proposed project as well as extend the sewer line from approximately 1,400 feet east of the Pine Grove Avenue/Ashby Road intersection, crossing over Lake Boulevard and continuing a distance of approximately 1 mile to the northeasterly section of the property. The developer will construct an on-site lift station and force main within the boundaries of the subdivision as shown on the Vesting Tentative Map. Because connection to the sewer extension project and water system improvements are also required to serve the proposed project and are essential to the construction of the Mountain Properties subdivision, impacts from extension of utility infrastructure is included in this report.
a) In February 2003, a Biological Resources Report was completed for the project area by North State Resources, Inc. (Exhibit A). The reconnaissance-level survey includes a survey and interpretation of relevant databases, field surveys to identify and map the plant communities and determine if endangered plants or other protected habitat are present on the site. The study concluded:

1. Wetland resources in the study area total 0.85 acres and consist of seasonal wet meadow (0.03 acres) and several intermittent creeks (0.82 acres).

2. Suitable habitat exists to support one special-status plant species (Northern clarkia; CNPS list 1b). However, this species is listed as a species of concern and is not a federal or state-listed species and receives no protection under the federal or state endangered species act. Further, the Northern Clarkia is known from fewer than 20 occurrences from 1,312 - 4,592 feet above sea level in Shasta and Trinity Counties. The project site is lower in elevation than the plant is typically found.

3. No blue elderberry shrubs were observed on the site during winter 2003 vegetation surveys, therefore no suitable habitat for the federally-listed valley elderberry longhorn beetle is present.

4. Suitable nesting habitat for birds of prey is present on the study area.

5. Nelson Creek and the intermittent creeks that flow adjacent to and through the project site do not have the potential to support state and/or federally-listed Chinook salmon and steelhead trout.

An updated report dated June 27, 2005, was completed for the proposed project by North State Resources, Inc. (Exhibit A-1). This report analyzes the potential for adverse effects to biological resources and their habitat for both the subdivision and sewer main extension portion of the project. The report concluded:

- Protocol-level botanical surveys conducted in both study areas did not detect the presence of any special-status plant species and the proposed projects would have no effect on special-status botanical resources.

- No suitable habitat is present within either study area for the federally-listed as threatened valley elderberry longhorn beetle (VELB). Therefore, the proposed projects would have no effect on VELB.

- No suitable habitat is present within the study area for the federally-listed as threatened California red-legged frog. Although the project study areas are within the known historic range for red-legged frog, no native area is within the frog’s current known range. Therefore, the proposed projects would have no effect on this species.

- No suitable habitat is present within either study area for the candidate for federal listing, western yellow-billed cuckoo and this species is not known to occur in Shasta County. Therefore, the proposed projects would have no effect on either of these species.

- No suitable habitat is present within the study area for the subdivision boundaries and sewer line extension for the federally-listed as threatened vernal pool fairy shrimp or the federally-listed as endangered vernal pool tadpole shrimp. Therefore, the proposed projects in these areas would have no effect on either of these species. (Also see discussion below regarding secondary permanent access road).

- The proposed construction methodology for utility (water and sewer lines) installation through creek habitat would have no effect on state or federally-listed anadromous fish species, specifically Central Valley steelhead (federally listed as threatened) and Central Valley fall/winter run Chinook salmon (candidate for federal listing).

- No portion of the project would affect critical anadromous fish habitat proposed for the reach of Churn Creek that extends from the Churn Creek/Sacramento River confluence, upstream to the Boulder Creek/Churn Creek confluence located approximately four miles downstream from the eastern end of the sewer extension project.

Secondary Permanent Access Road (Southerly)

On August 15, 2006, North State Resources, Inc. (NSR) prepared a supplemental report (Exhibit A-2) to assess potential project-related impacts to biological resources resulting from development of a secondary access road connecting the project at the southerly boundary of the subdivision to Lake Boulevard.

NSR conducted a delineation of waters of the U.S., including wetlands, within the proposed roadway alignment and vicinity using the methods prescribed by the U.S. Army Corps of Engineers. Waters of the U.S. and wetland types
acquiring within this area include intermittent pool, seasonal wet meadow, wet swale and vernal swale. The study concludes that development of the proposed roadway would avoid any direct impact (i.e., discharge of dredged or fill material) to these aquatic features. Construction of the roadway would require the crossing of two aquatic features at their narrowest points as shown in Exhibit A-2. Avoidance of direct impacts would entail the use of open-bottomed arch culverts. Utilities would bore underneath the drainages if there is sufficient fall or burled depths within the fill placed on top of the arch culverts, resulting in no direct impact on the aquatic features. Also see discussion under Section 3.6.2 below.

For the secondary, southerly roadway, potentially suitable habitat for vernal pool fairy shrimp and vernal pool tadpole shrimp (species listed under the federal Endangered Species Act) is present within 250 feet of the proposed southerly roadway alignment. Construction of the roadway would avoid any direct impact to potentially suitable habitat for these species. However, there is a potential that project-related activities could result in adverse indirect impacts to these species, if present, through erosion of disturbed soils or discharge of hazardous materials into potentially suitable habitat. Substantial adverse indirect effects to vernal pool fairy shrimp and vernal pool tadpole shrimp would be considered a potentially significant impact.

Mitigation Measures 3.1 through 3.7 are included to reduce impacts to a less than significant level.

b) Riparian habitat is the assortment of native plants that occur adjacent to freshwater streams, creeks, and rivers. Valley Foothill Riparian habitat occurs in the narrowest corner of the project area adjacent to Nevada Creek. Valley Foothill Riparian habitat is a plant community consisting of trees, shrubs, and herbaceous plant species that occur near waterways in areas where the water table is only several feet beneath the soil surface. The accessible water table helps these species maintain their vigor during the dry summer months. The valley foothill riparian habitat is not a wetland habitat under Corps jurisdiction because it does not have the three criteria (dominant hydrophytic vegetation, wetland hydrology, and hydric soils) required to qualify it as such (NSR, 2003).

With regards to the Shasta Lake City Sewer Extension Project. 3.58 acres of Valley Foothill Riparian habitat occurs along the 25.52-acre study area but is not located in the portion of the extension associated with the Mountain Properties subdivision project.

Secondary Permanent Access Road (Southwest)

The August 15, 2005, NSR report concludes that there are no upland riparian habitats or other sensitive upland natural communities within the proposed secondary roadway alignment and adjacent vicinity. The vegetation community occurring within the roadway alignment and vicinity is blue sax-gray pine woodland. It should be noted that the proposed roadway alignment and vicinity has been subject to significant past disturbance from historical use of the property as a landfill site (Buckeye Disposal Site, which was closed as a landfill prior to 1998). No specific mitigation for this area of the project is required.

c) Also see discussion under Section 3.6.2 above. The U.S. Army Corps of Engineers (Corps) regulates discharge of dredged or fill material into waters of the United States under Section 404 of the Clean Water Act. "Waters of the U.S." includes a range of wet environments such as lakes, rivers, streams (including intermittent), mudflats, sandflats, wetlands, bogs, ponds, and wet meadows.

Subdivision Boundaries

In October 2002, North State Resources, Inc. (NSR) conducted a delineation of jurisdictional waters at the proposed project site (Exhibit B). Waters of the U.S., including wetlands, were observed in the form of 0.05 acres of seasonal wet meadow and 0.80 acres of intermittent creek for a total of 0.85 acres of jurisdictional waters of the U.S. The U.S. Army Corps of Engineers has verified this wetland delineation (Exhibit C).

The seasonal wet meadow occurs where an intermittent creek backs up slightly near the southeastern corner of the site. Each intermittent creek observed in the study area flows under the abandoned one-lane section of Belltime Road, which traverses the eastern edge of the study area. The south easternmost intermittent creek backs up slightly before passing through culverts. Evidence of long-duration saturation was observed in the form of oxidized root channels in the upper 12", water-saturated leaves, reducing conditions and conditions. No evidence of ponding was observed due to the flier topography and well-drained soils. Overall, the site is well drained with the limits of the waters of the U.S. ending at the normal high water mark of each creek.

Impacts to wetland areas on the project site are proposed to be mitigated through avoidance as outlined in the NSR Technical Memorandum dated October 19, 2004 (Exhibit D) and letter of February 2005 (Exhibit D-1).

As explained in the memorandum, the Project is designed to avoid all jurisdictional waters by placing open-bottomed arched culverts at the roadway creek crossing locations that would occur in the project area. The culvert locations and
all work associated with the construction of the road crossings would occur outside of the ordinary high water mark, thereby avoiding ACOE jurisdiction.

The Preliminary Granting Plan and the two “Wellhead Crossings” detail sheets (Exhibit E) depict the proposed development and as depicted, the project will incorporate the arched culvert design to span all waters of the United States crossed by the three interior road streets (2 crossings for Road 1, 1 crossing for the Fire Access Road in Phases 1 and 2, and the access roads Road R and Road J). At the creek crossings, utilities (sewer and water) will be buried to specified depths within the fill placed on top of the arched culverts. Road utilizes the existing fill prism and culvert under Bettina Road, with no additional fill placed into a water of the United States. Construction of the foundations and the placement of the arched culverts can be completed without placing fill within the creeks. As shown in the profile diagrams, all fill and grading at stream crossings will occur on top of the arched culverts without exceeding the upstream or downstream length of each arched culvert.

Also per the October Technical Memorandum, all out-of-channel detention basins will be constructed above the ordinary high water mark (OHWM) of the associated creeks. By welding a “reducer” onto the existing culvert under Bettina Road, high flows will back up into the channel until they are 1 to 3 feet above the OHWM at which point the waters will begin to flow into the detention basins. The inflow area within the detention basins will be almost level, so that rising waters flow into the detention basins and receding waters flow out from it. Detention Basin 3 had to be lowered to the same elevation as the stream bed where it enters the culvert under Bettina Road. To provide for the opening into the detention basin, excavation will be required into the small area of the seasonal wetland.

According to NSR, “Through Section 404 of the Clean Water Act (CWA), the deposition of dredge and fill material in a water of the United States including wetlands is regulated. However, excavation of material from a water of the United States is not. In general, if excavation is done with a piece of heavy machinery, the small bank of soil and other material that falls off the excavator (e.g., a backhoe) back into the water of the United States or wetland is considered a regulated “fill activity” and is labeled as “incidental fillback”. However, the excavation is done with hand tools, the incidental fillback is considered minor and “de minimus” by the ACCE and is not regulated.” The opening of detention Basin 3 is only 6 feet wide and the developer proposes that all excavation be done by hand digging. Therefore, with the specification that the connection of Detention Basins be connected via hand digging, no direct placement of fill will occur.

The August 9, 2006 grading plan shows all areas potentially subject to grading; the bulk of which are associated with roadways and lots. The plan also shows the storm water outflow pipes and rip-rap flow reducers. The grading plan maintains a 50 foot buffer from all creeks except where the creeks are crossed by roadways. No grading is proposed to occur within the creek channels.

Sewer Extension / Lift Station Improvements
Major sewer infrastructure improvements are required to serve the proposed development. Improvements include a sewer lift station south of Pine Grove Avenue, east of Ashby Road to serve the proposed project as well as extension of the sewer line from approximately 1,400 feet east of the Pine Grove Avenue/Ashby Road intersection, crossing over Lake Boulevard and continuing a distance of approximately 1 mile to the northeasterly section of the property. The developer will construct an on-site lift station and force main within the boundaries of the subdivision as shown on the Vesting Tentative Map.

North State Resources, Inc. prepared a wetland delineation for the sewer extension portion of the project, dated July 6, 2005 (Exhibit F). A total of 0.032 acre of waters of the United States, including wetlands, was documented in the 17.30-acre study, conducted by NSR. Wetlands observed in the study area consist of riparian wetland (0.22 acre), seasonal wet swales (0.002 acre). Waters of the United States mapped include intermittent creek (0.32 acre / 1.430 linear feet), ephemeral creek (0.04 acre / 265 linear feet) and an ephemeral roadside ditch (0.01 acre / 85 linear feet).

Total temporary impacts anticipated to result from this proposed project would affect 0.098 acre, less than the 0.1 acre minimum threshold of permanent impacts that would require authorization by the Army Corps of Engineers. Although an Individual Corps permit would not be required for the project, a California Department of Fish and Game Section 1600 Streamlined Alteration Agreement, Coverage under the California Regional Water Quality Control Board General Construction Stormwater Permit (Order No. 99-08-DWQ) and a Section 401 Water Quality Certification will be needed prior to commencement of construction activities.

Water System Improvements
Proposed water system improvements include construction of a 12-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main in Lake Boulevard and a ten-inch intertie to the six-inch main at the intersection of Hill Boulevard and Ranchero Road. The subdivision also requires extension of the 12-inch main up Lake Boulevard to the upstream side of the Existing Pressure Reducing Station near the intersection of Buckeye
Street and Lake Boulevard. These improvements will require crossing Nelson Creek, Little Chum Creek, and Rice Gulch Creek. However, as indicated above, the project will incorporate the arched culvert design to span all waters of the United States. At the creek crossings, utilities will be buried to specified depths within the fill placed on top of the arched culverts.

Mitigation Measures 3.1 through 3.7 will reduce impacts to a less than significant level.

d) See discussion under Section 3.6 above. Nelson Creek and the intermittent creeks that flow adjacent to and through the project site do not have the potential to support state and/or federally listed Chinook salmon or Central Valley steelhead. No portion of the project would affect critical anadromous fish habitat proposed for the reach of Chum Creek that extends from the Chum Creek/Sacramento River confluence, upstream to the Boulder Creek/Chum Creek confluence, located approximately four miles downstream from the eastern end of the sewer extension project.

Construction activities throughout the site, however, could mobilize sediment that, if uncontrolled, could travel downstream to Chum Creek and the Sacramento River and adversely impact other listed salmonid species (e.g., coho salmon, steelhead). Mitigation Measure 3.8 is included to reduce impacts to a less than significant level.

The Biological Resources Report reveals that one non-nesting bird of prey (red-tailed hawk) was previously observed on the subject property within the subdivision boundaries. Even though this raptor species is not affected protection under the Endangered Species Act, it is considered unlawful to take, possess, or destroy the nest or eggs of any bird pursuant to Section 3523.5 of the Fish and Game Code of California and the Migratory Bird Treaty Act (16 U.S.C. 713-714). As a result, any loss or disturbance would be considered a potentially significant impact. Mitigation Measures 3.9 through 3.11 reduce impacts to a less than significant level.

e) The project is subject to the City's Tree Conservation Ordinance. The City's Ordinance defines a protected tree as any living tree, except更大 pine or gray pine (pinus sabiniana), having at least one trunk of ten inches or more diameter at breast height. Brush clearing has already been conducted in accordance with local ordinances.

Section 12.35.055 of the Tree Conservation Ordinance requires specific findings to be made in order for the project to be approved. Specifically, this code section states:

An application for a discretionary project shall also be considered an application for tree removal in those instances where trees will be affected by the development. Upon review of the application and consideration of the written and oral evidence received at the public hearing for a discretionary permit, the planning commission shall render its decision. The application shall be approved only if the applicant demonstrates and the commission affirmatively finds:

1. The condition of the trees, with respect to disease, form, general health, damage, public nuisance, danger of falling, proximity to existing structures, interference with utility services, good forestry practices, or damage to existing sidewalks and driveways, warrants their removal.

2. The preservation of the trees unreasonably restricts the economic potential of the property upon which the trees are situated.

3. The development has been designed such that suitable land will be set aside in an open space area which will:

A. Retain as many protected trees as are proposed to be removed; or

B. When the preservation of as many protected trees as are proposed to be removed unreasonably restricts the economic potential of the property upon which the trees are situated, the set-aside area is particularly suitable for the planning and natural regeneration of replacement trees required to be planted by the developer.

The set-aside area shall be in addition to any area classified as "open space" under the policies of the Shasta Lake general plan.

4. Trees proposed for removal interfere with utility services or streets and highways either within or outside of the subject property and no reasonable alternative to such interference exists other than removal of the tree(s).

5. Construction proposed within the dripline of any tree will not cause harm or damage to such tree and any construction on the property can be accomplished without endangering the health of the remaining trees on the subject property.
6. Tree removal as proposed will not result in soil erosion through the diversion or increased flow of surface waters that cannot be satisfactorily mitigated.

7. Tree removal will not result in the degradation of any scenic resource and will not substantially degrade the existing visual character or quality of the site or its surroundings.

A tree survey was prepared by Shasta Land Management Consultants in January 2005 (Exhibit G). The applicant does not propose mass grading of the site or grading of building pads on each parcel. The survey was completed in relation to the preliminary grading plan and planned improvements for drainage, traffic circulation, safety, lot configuration, and utilities.

The study indicates that the entire grading area consists of 54 acres, including 3.5 acres under the electrical transmission lines which was cleared by the City when the transmission line was constructed. All trees within the areas proposed to be graded to accommodate roads, lots and detention basins would be removed.

As explained in the report, the vegetation type within the grading plan area consists of a scattered overstory of ponderosa pines and grey pines. Under this scattered overstory is an understory of oaks, small pines, and dense brush. Oak species represented, in order of predominance, include California black oak, live oak, and blue oak. The following table represents the total number of trees by species within each specific type of area to be disturbed.

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Species</th>
<th>Total Trees</th>
<th>Road ROW</th>
<th>Detention Ponds</th>
<th>Lots</th>
<th>Remaining Trees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qk</td>
<td>Black Oak</td>
<td>452</td>
<td>65</td>
<td>21</td>
<td>182</td>
<td>184</td>
</tr>
<tr>
<td>Qw</td>
<td>Live Oak</td>
<td>297</td>
<td>21</td>
<td>8</td>
<td>152</td>
<td>115</td>
</tr>
<tr>
<td>Qd</td>
<td>Blue Oak</td>
<td>35</td>
<td>3</td>
<td>1</td>
<td>16</td>
<td>13</td>
</tr>
<tr>
<td>Pp</td>
<td>Ponderosa Pine</td>
<td>347</td>
<td>16</td>
<td>3</td>
<td>105</td>
<td>217</td>
</tr>
<tr>
<td>Pf</td>
<td>Cottonwood</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Am</td>
<td>Madrones</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>1,127</td>
<td>105</td>
<td>33</td>
<td>458</td>
<td></td>
<td>531</td>
</tr>
</tbody>
</table>

As indicated, a total of approximately 390 protected trees will be removed during grading activities. Mitigation Measures 3.12 through 3.18 will ensure compliance with the City's Tree Conservation Ordinance.

5) There are no Habitat Conservation Plans, Natural Community Conservation Plans, or other such plans to which the project would be subject; therefore, there would be no impact.

Mitigation Measures Relating to Biological Resources

**Mitigation Measure 3.1**
All construction activities shall maintain a minimum 50-foot buffer from the upland edge of all riparian habitat (intermittent streams and seasonal wet meadows), except where the designated roadway and utility infrastructure cross the streams. At the stream crossings, no grading shall be conducted nor shall fill be placed within the high water mark of the stream. Construction of the foundations and the placement of the arched culverts shall be completed without placing fill within the creek. All fill and grading at stream crossings will occur on top of the arched culverts without exceeding the upstream or downstream length of each arched culvert. These buffer areas shall be designated in the field by flagging and temporary fencing. No staging or storage of construction equipment or materials shall be conducted within the buffer zones. These provisions shall be contained in all construction plans provided to contractors and shall be posted on site and available for inspection by the City.

**Mitigation Measure 3.2**
No direct impacts (i.e., discharge of dredged or fill material) to potentially suitable habitat for listed vertebral pool crustaceans shall be allowed, unless complete avoidance is demonstrated to not be practicable, as determined by the City Engineer. In the event that complete avoidance of direct impacts is demonstrated to not be practicable, no direct impacts to potentially suitable habitat shall be allowed until the absence of listed vertebral pool crustaceans (within 250 feet of proposed activities) has been determined by completing U.S. Fish and Wildlife Service (USFWS) protocol-level surveys with negative findings (by a qualified biologist), or take authorization (including implementation of any required conservation measures) has been obtained from the USFWS.
Mitigation Measure 3.3
The following Best Management Practices (BMPs) shall be applied to the project:

a. Silt fencing or straw bale siltation barriers shall be installed between all waters of the United States and the construction area.

b. If a lubricating gel is needed during the soil mixing process, it shall be a bentonite gel that contains no hydrocarbons. Any frac-out (leak of bore fluid) would be confined to unvegetated areas and shall be immediately cleaned-up.

Mitigation Measure 3.4
Trenching, boring and jacking shall be conducted during the dry summer months, between June 15 and October 15.

Mitigation Measure 3.5
Construction of the 6-foot-wide opening of Detention Basin 3 located at the southeastern corner of the project site shall be excavated by hand to provide connection to the seasonal wet meadow. No heavy equipment shall be used in the construction of the entirety of the connection. A qualified biologist shall be retained at the expense of the applicant and shall be present on site to observe that the hand digging of Detention Basin 3 does not result in fallback of materials into the wetlands or other damage to the wetland. The biologist shall prepare a written certification that they have observed the construction of Detention Basin 3 for submittal to the City prior to issuance of the Final Map.

Mitigation Measure 3.6
Impacts to Central Valley Steelhead and other listed salmonid species (as a result of trenching through perennia crests) shall be avoided by boring the water main under the perennia creek and avoiding any impacts to the streambed itself. Should trenching through the perennia creek be the only viable option, consultation with NOAA Fisheries shall be conducted to develop an approach that would minimize potential impacts to Central Valley steelhead and other listed salmonid species to acceptable levels.

Mitigation Measure 3.7
Prior to issuance of a grading permit, the Applicant shall submit to the City confirmation from the California Fish and Game that all permitting requirements have been met. This shall include but not be limited to issuance of a Streambed Alteration Agreement.

Mitigation Measure 3.8
The requirements of the Regional Water Quality Control Board shall be met prior to the issuance of a grading permit, including but not limited to coverage under the General Construction Stormwater Permit (Order No 95-08-EWQ), submittal of a Storm Water Pollution Prevention Plan (SWPPP) and issuance of Section 401 Water Quality Certification. The Storm Water Pollution Prevention Plan shall be prepared by a Registered Civil Engineer and shall demonstrate how water quality impacts from construction and development will be properly treated to prevent sediment and stormwater, particularly during the first season storms. These methods shall be provided to the satisfaction of the City Engineer.

Mitigation Measure 3.9
If construction occurs within the nesting period (March - July), within the project site, the Developer shall retain a qualified wildlife biologist to conduct a survey for nesting raptors prior to any construction activity i.e. grading. Active raptor nests located within 500 feet of construction activities, where practicable and feasible, shall be mapped.

Mitigation Measure 3.10
During the nesting period (March - July), if active raptor nests are located in or within 500 feet of an active or scheduled construction activity area, then appropriate buffer zones shall be established in consultation with the California Department of Fish and Game. Construction activities shall be prohibited within this buffer zone until the end of the nesting season (late July / early August), or until the young have fledged. A qualified wildlife biologist shall monitor the nest to determine when the young have fledged and submit weekly reports to the CDFG and City throughout the nesting season.

Mitigation Measure 3.11
Identified nest trees may only be removed prior to the onset of the nesting season (March), or after young have fledged (late July to early August).

Mitigation Measure 3.12
Prior to the start of any clearing, excavation, construction, or other work on the site, trees designated for preservation that are located outside of any existing or required open space easement or dedication shall be clearly delineated in the field. The delineation markers shall remain in place for the duration of all work. Where deemed appropriate by the Development Services Director, a rammer of posts and flagging or other appropriate materials shall be erected around protected trees at the sole expense of the developer.
Mitigation Measure 3.13
Where the approval of a proposed development or other site work will result in encroachment within the drip line of a protected tree, special measures shall be incorporated to allow the roots to obtain oxygen, water, and nutrients.

Mitigation Measure 3.14
Prior to issuance of a grading permit, the engineered final grading plan for the subdivision shall be reviewed and approved by an arborist or other qualified professional, as determined by the Development Services Director, to evaluate and recommend measures necessary to minimize impacts to trees remaining on the property during grading activities.

Mitigation Measure 3.15
No storage of materials or substances that may be harmful to trees shall occur within the drip line of any protected tree.

Mitigation Measure 3.16
Pursuant to Chapter 12.36 of the City’s Tree Conservation Ordinance, a minimum of three 15-gallon trees shall be planted per parcel, prior to issuance of a Certificate of Occupancy (a total of 492 15-gallon trees for 164 parcels).

Mitigation Measure 3.17
In addition to the tree planting requirements specified in Mitigation Measure 3.13, three fifteen gallon trees shall be planted for each protected tree removed that exceeds ten inches DBH (a total of 1,798 15-gallon trees for 595 protected trees removed) unless the Planning Commission allows for a different tree-planting requirement, pursuant to Municipal Code Section 12.36.070(5), upon a finding that the alternate standard is consistent with the intent of the Tree Conservation Code (Municipal Code Chapter 12.36).

Mitigation Measure 3.18
The species of any tree used for replacement pursuant to this section shall be suited to the city’s climate zone and be chosen with consideration of any site specific limitations. The use of native shade trees is preferred but not required. A list of trees that are suitable to the area is included as Appendix B to the Tree Conservation Ordinance. The replacement tree shall be planted in a manner that is recognized as standard accepted practice unless a specific method is prescribed by an arborist.

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant Without Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. CULTURAL RESOURCES. Would the project:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Cause a substantial adverse change in the significance of a historical resource as defined in §1564.5?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §16084.5?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>d) Disturb any human remains, including those interred outside of formal cemeteries?</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

Discussion of Checklist Answers:

a) An Archaeological Inventory Survey for the subject subdivision property was completed by Jensen & Associates in December 2002 (See Exhibit H). According to the report, a search of existing records at the Northeast California Information Center, combined with a variable-intensity pedestrian survey resulted in identifying areas of mining-related landscape modification and four cultural items. The landscape modifications are ubiquitous throughout the area, are not associated with artifacts or features, and cannot be accurately dated to one of the multiple episodes of mining activity in the area. These landscape modifications are not considered historic resources or potential historic resources and have not been formally recorded.

Three of the cultural items observed during the survey are isolates (waste piles of boulders). Isolates are by definition not significant or potentially significant per CEQA, and require no mitigation action.
The remaining cultural item consists of a linear feature, a segment of the conveyor alignment and Estline Road constructed in the 1940's in conjunction with Shasta Dam. While the existence of the linear feature within the project area is the result of an historic undertaking and is associated with events and persons deemed to be locally and regionally important, the physical remains of the site at this location no longer exhibit qualities which might be appropriate to preserve for exhibition purposes or future research. In fact, efforts to use or a segment of this site of the abandoned conveyor alignment and adjacent Estline Road have already been mitigated, since the attributes which contribute to eligibility have already been preserved in extensive existing records and documents available publicly. The majority of Estline Road will be preserved as a walking trail for area residents, with the southerly and northerly sections reserved for secondary emergency access.

Sewer Extension / Lift Station Improvements

An Archaeological Inventory Survey for the property affected by the off-site sewer improvements was completed by Jensen and Associates in November 2004 (See Exhibit I). This study included the area proposed for secondary access at the southerly area of the project site as the original route for the sewer line crosses this property. The survey consisted of both intensive and field work in the higher sensitivity areas, such as small and large benches and terraces associated with ephemeral stream courses and Nelson and Chun Creeks, where these features are located within or close to the project area. General-level field work was undertaken in the remainder of the study area, which includes typically densely vegetated lands away from knolls, benches, terraces and stream courses.

In addition to survey work, a program of shovel test pit excavation was undertaken at recorded site CA-SHA-2679, in order to determine whether qualities or attributes of the site contributing to eligibility might be affected by proposed pipeline trenching or other construction-related impacts.

Prehistoric Resources

According to the Archaeological inventory Study, evidence of prehistoric presence was observed at one primary location during the pedestrian survey (CA-SHA-2679). This site consists of a prehistoric occupation layer previously recorded in 1997. The site contains a surface lithic scatter that varies from very light to moderate density and that is dominated by waste flakes, primarily of basalt, but also including obsidian and including occasional artifact fragments. Also present are two areas of subsurface "midden" accumulation (Jensen 9).

The Archaeological Report concludes:

- The site is not associated with events that have made significant contributions to the broad patterns of the history of California or the United States, nor is the site associated with people significant in California history because the individuals responsible cannot be identified.

- Based on existing inventory, a large number of prehistoric components similar to the subject site is present in Shasta County and are not considered rare in the California inventory, nor do they "embody the distinctive characteristics of a type, period, region or method of construction or represent the work of an important creative individual, or possess high artistic values..."

- The site is considered significant/eligible as yielding or likely to yield information important in prehistory or history. Specifically, the CA-SHA-2679 contains a buried deposit at two locations well-off the overall site boundary. The two midden areas can reasonably be expected to contain portable cultural material, which material likely also includes formed and usable artifact types, faunal and floral remains, specialized samples suitable for faunal analysis and radiocarbon dating, etc. Such material could be expected to yield additional information on prehistoric resources, technical information, size of population involved and further characterization of the intensity of resource use during prehistoric time periods in this section of the State.

Consultation was undertaken with the Native American Heritage Commission (NAHC) and with Winiu and other representatives identified by the NAHC. No sacred land listings were found to exist. Winiu representatives from Gris-Hayward participated in the shovel test pit evaluation in November 2004 and reviewed the proposed monitoring plan.

The report concludes that, based on excavations and mapping conducted in 1997 and 2004, site CA-SHA-2679 is located approximately 20 feet north of the northern side of the proposed sewer line trench impact/construction corridor, and the site could be affected if previously undetected cultural material is present within the impact corridor. If such material is inadvertently exposed or encountered following ground disturbing activities associated with trenching, in order to ensure that inadvertent discovery of previously undetected cultural materials does not adversely affect cultural resources, the archaeologist recommends that the sewer line trenching and related construction activity must be suspended until the site is monitored. Mitigation Measures 4.1 and 4.2 reduce impacts to a less than significant level. Mitigation measures 4.3 and 4.4 will ensure protection of significant cultural resources that were not encountered during archaeological survey of the property.
b) See discussion under 4.3 above and Mitigation Measures 4.1 and 4.2.

c) See discussion under 4.3 above and Mitigation Measures 4.1 and 4.2.

d) No human remains were found during recent field surveys of the property. However, there is always the possibility that potentially significant unrecorded cultural materials could be encountered during the course of future development and construction activities. Mitigation Measure 4.4 reduces impacts to a less than significant level.

Mitigation Measures Relating to Cultural Resources

Mitigation Measure 4.1
An archaeologist shall monitor sewer line trenching and related construction activity south of the southern boundary of site CA-SHA-2579 for the purpose of ensuring that any inadvertent discoveries of previously undocumented cultural material representing primary deposits are evaluated and that an appropriate level of data recovery is undertaken in the event of such a discovery. The City Development Services Director shall be notified a minimum of 48 hours in advance of any construction activities and shall be provided with the name and contact information of the Developer's archaeological monitor.

Mitigation Measure 4.2
Prior to issuance of a grading permit, representatives of the Wintu Tribe and other interested Native American Tribes shall be notified to allow the Tribes to provide their own on-site cultural resource monitors(s) during grading and construction activities. The Developer shall allow on-site access to designated Native American representatives for the purpose of cultural resource monitoring.

Mitigation Measure 4.3
If, during the course of development, any archaeological, historical, or paleontological resources are uncovered, discovered, or otherwise detected or observed, construction activities in the affected area shall cease and a qualified archaeologist shall be contacted to review the site and advise the City of the site's significance. If the Development Services Director deems the findings significant, appropriate mitigation shall be required prior to any resumption of work on the project.

Mitigation Measure 4.4
Should any human remains be found during the construction period, construction in the area shall stop immediately and reported to the County Coroner. Construction shall not proceed until the County Coroner has determined such construction will not further impact human remains.

<table>
<thead>
<tr>
<th>5. GEOL OGY AND SOILS. Would the project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potentially Significant Impact</td>
</tr>
<tr>
<td>a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death, involving:</td>
</tr>
<tr>
<td>i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</td>
</tr>
<tr>
<td>ii) Strong seismic ground shaking?</td>
</tr>
<tr>
<td>iii) Seismic-related ground failure, including liquefaction?</td>
</tr>
<tr>
<td>iv) Landslides?</td>
</tr>
<tr>
<td>b) Result in substantial soil erosion or the loss of topsoil?</td>
</tr>
</tbody>
</table>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse?

- No Impact

Discussion of Checklist Answers:

a) i. The project site does not contain an earthquake fault rupture and is not located within an Akiak-Akiak earthquake fault mapping area. A Preliminary Geotechnical Report was prepared by Curry Group Inc in March 2004 (Exhibit 1). The report confirms that no faults are known to project through the project site; however, a number of regional and local faults traverse the project region. The largest earthquake to affect the area was a Mw 6.5 that occurred on December 21, 1954. The closest earthquake to affect the site was a Mw 4.6 that occurred approximately 3.5 miles from the site on July 21, 1988. The most significant earthquake to affect the project area was a Mw 6.2 earthquake that occurred on November 23, 1988.

ii. The City, along with all of Shasta County, is located in California Building Code (CBC) Zone 3. This indicates that the area is subject to earthquakes that may cause minor to moderate structural damage. An earthquake history compiled for the Shasta Lake General Plan indicated that over a 120-year period, no deaths related to earthquakes have been recorded, and reported building damage has never been more than minor. All future construction will be subject to the California Building Code for Seismic Zone 3. While construction standards in Seismic Zone 3 cannot completely remove the potential for damage due to seismic ground shaking, the standards reduce this impact to a less than significant level.

iii. According to the preliminary Geotechnical Report, "Liquefaction is described as the sudden loss of shear strength due to a rapid increase of soil pore water pressures caused by cyclic loading from a seismic event. In simple terms, it means that a liquefied soil acts more like a fluid than a solid when shaken during an earthquake." The report concludes that the site is located within an undisturbed, predominantly fine-grained soils and fine-grained rock that are estimated to have a low potential for liquefaction, with the exception of areas in immediate proximity of on-site drainage courses. In this case, however, the project is designed to include 25-foot wide buffers on either side of the grading courses, which will exclude development from areas adjacent to the grading that might be susceptible to liquefaction. See Mitigation Measure 3.1.

iv. Although occurring throughout Shasta County, landslides are not considered major hazards in the City of Shasta Lake. Landslides can be caused by both non-seismic and seismic activities. Excessive soil saturation can also trigger landslides. The project site is moderately to steeply inclined across the property. No visible signs of landslides are evident from site observations or aerial photographs reviewed. It is concluded that the potential for landslides is less significant.

b) The potential for erosion when vegetative cover is removed from natural ground surfaces due to grading activities associated with any form of development or from areas where erosion occurs naturally are those where soils contain parent materials of decomposed granite. Once disturbed, these soils are difficult to re-stabilize and lack the nutrients necessary for the reestablishment of vegetative cover. According to the General Plan, no such areas exist within the City. The soils identified on-site include non-phyric soil map units including Boomer Gravelly Loam 1-15% slopes, 15-30% slopes and 30-50% slopes, Auburn Loam 6-8% slopes and Auburn Very Stony Clay Loam 20-50% slopes. Boomer soils are non-phyric and well-drained with moderately slow permeability. Auburn soils are non-phyric, well-drained soils (NSR, 2002).

The proposed project would require grading to accommodate the installation of roads, utilities, dwelling units, parking areas, and other related facilities. A preliminary grading plan has been submitted for the project that identifies area to
be graded for creation of a roads and building pads. Mass grading is not proposed for this project, as shown on the preliminary grading plan.

The following measures are identified to reduce erosion and unstable soil conditions by requiring soil testing and engineering design measures to eliminate or mitigate potential impacts. Also see Mitigation Measure 5.1 and 5.2.

c) A Preliminary Geotechnical Report was prepared for the project by Curry Group Inc. (Exhibit J). The purpose of the report is to identify geologic hazards that have the potential to adversely impact portions of the project site and to provide general geotechnical design information. The Geotechnical Engineer recommends that future geotechnical studies be performed to assess the presence of geologic hazards at the site and to provide specific recommendations for design and construction of project elements. Mitigation Measures 5.3 through 5.7 will reduce impacts to a less than significant level:

d) The preliminary Geotechnical Report explains that Expansion Index characteristics of onsite soils can be inferred from soil survey data. The project site soils have a Plasticity Index ranging from 15 to 25. Further testing of swell or expansion potential will be performed during future geotechnical studies for this project. The final report must contain definitive information regarding soil types, expansive characteristics, estimated load bearing capacity, and other soil characteristics affecting the ability to support structures. See Mitigation Measure 5.3.

ea) Septic tanks are not proposed as part of this project, therefore, there would be no impact.

Mitigation Measures Relating to Geology and Soils

**Mitigation Measure 5.1**
Prior to any land clearing or grading work, the applicant shall obtain a Grading Permit from the Development Services Department and submit a grading, drainage and erosion control plan for approval by the City in accordance with the City Grading Ordinance and Appendix Chapter 33 of the 2001 California Building Code (Excavation and Grading). All required grading, drainage and erosion control plans shall be prepared by a Registered Civil Engineer and shall be submitted for review and approval by the City Engineer in consultation with the Planning Division.

**Mitigation Measure 5.2**
During construction the developer shall follow all approved erosion and sediment control plans, follow Best Management Pollution Prevention Practices, and shall maintain required erosion and sediment control measures during all phases of the subdivision’s development.

**Mitigation Measure 5.3**
Prior to issuance of a grading permit, a detailed Geotechnical Study shall be completed by a certified engineering geologist or other qualified professional for areas that will support pavement or foundations in conjunction with detailed engineering design to appropriate boring, soil and fault information. To prevent soil and foundation stability problems associated with constructing the subdivision improvements and the project dwellings, the applicant shall implement recommendations contained in the final Geotechnical Study.

**Mitigation Measure 5.4**
The engineered final grading plan, improvement plans, and foundation plans and specifications for the subdivision shall be reviewed and approved by the project geotechnical engineer prior to submission of the improvement plans to the City Engineer to evaluate that recommendations contained in the final Geotechnical Study have been properly interpreted and implemented during design.

**Mitigation Measure 5.5**
All site earthwork activities (including site preparation, placement of engineered fill, and trench backfill, construction of slab and pavement subgrades, and all foundation excavations) shall be monitored by the geotechnical engineer as recommended in the final Geotechnical Study. All geotechnical inspections shall be arranged by the applicant at the applicant’s expense. Detailed written inspection reports shall be provided to the City following each inspection.

**Mitigation Measure 5.6**
Soils shall be stabilized as determined by the geotechnical engineer to eliminate the potential for liquefaction or to control its effects (e.g., removal and replacement of liquefiable soils; in-situ stabilization by grouting, densification, or dewatering; buttressing of lateral spread zones).

**Mitigation Measure 5.7**
During final engineering design, the area and thickness of expansive soils shall be evaluated. Measures that mitigate for expansive soils will be incorporated into the construction documents. These measures may include replacement of soils, treatment with lime, or supporting of structures on deep foundations, as determined appropriate by the geotechnical engineer.
<table>
<thead>
<tr>
<th>6. HAZARDS AND HAZARDOUS MATERIALS. Would the project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65562.5 and, as a result, would it create a significant hazard to the public or the environment?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>h) Expose people or structures to a significant risk of loss, injury or death involving wildfires, fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Discussion of Checklist Answers:

a) The project involves construction of residential housing units and would not involve the routine transport, use or disposal of hazardous materials; therefore, there would be no impact.

b) Construction of the project may result in a temporary increase in non-point source pollutants from the use of heavy equipment and construction vehicles. The proposed project may result in potential exposure to the environment from accidental spills.

Site development will involve construction work, including the use of toxic materials (e.g., paint, fuel, motor oil, etc.). Most toxic construction materials will be in relatively small containers for mobility and used in short-term situations. Toxic materials, such as gasoline or diesel fuel, may be present in slightly larger amounts in equipment and vehicle tasks. Most of the toxic materials handling will probably occur in open locations or at temporary facilities without provisions for spill containment or control. Mitigation Measures 5.1 through 5.7, enforced during construction, will ensure that the risk of reasonably foreseeable upset and accident is minimized so that potential impacts are reduced to less-than-significant.

c) The project will not emit hazardous emissions or involve any handling of significant quantities of hazardous materials. In addition, there are no schools, either existing or proposed, within one-quarter mile of the project site.
Mitigation Measures Relating to Hazards and Hazardous Materials

Mitigation Measure 6.1
Materials needed for clean up of spills shall be on-site at all times. This could include absorbent materials, dilution materials, catamay containers and other materials.

Mitigation Measure 6.2
Absorbent materials shall be used on small spills rather than rinsing down or burying the spill. The absorbent material shall be promptly removed and disposed of properly.

Mitigation Measure 6.3
Fueling construction equipment shall be done at a fixed fueling station to reduce the area exposed to fuel spills from overtopping fuel tanks.

Mitigation Measure 6.4
On-site vehicles and equipment shall be regularly inspected for leaks and repaired immediately.

Mitigation Measure 6.5
If vehicle and equipment maintenance must occur on-site, it shall be done in designated areas, located away from drainage sources, to prevent the run-on of storm water and the runoff of spills.

Mitigation Measure 6.6
All fuels, lubricants, all containers and other hazardous materials shall be stored in suitable containers and kept inside a catchment basin. All used engine oils shall be recycled or disposed of properly.

Mitigation Measure 6.7
No equipment washdown, refueling, or regreasing can be done in or proximate to Nelson Creek, Chum Creek, street gutters, or other water conveyance features.

Mitigation Measure 6.8
A vegetation management/fire-fuel reduction plan (Plan) shall be prepared and submitted for approval by the Shasta Lake Fire Protection District and Development Services Director in conjunction with subdivision improvement plans. The Plan shall address the entire subdivision site and as necessary, adjacent open space areas, and shall be prepared by a registered professional forester or other qualified professional.

The objectives of the plan shall be to reduce fire fuel loads to establish an adequate fire-safety buffer between residential development and adjacent open space areas. Prior to the recording of the final map, all required fuel reduction work shall be completed as prescribed by the approved Plan. Ongoing maintenance of the subdivision's fire-fuel management shall be the responsibility of a City-approved funding/maintenance mechanism.
**Mitigation Measure 6.9**
All flag lot driveways shall be paved or otherwise sealed to provide for a minimum of one 16-foot wide traffic lane, with a total width of 18 feet capable of supporting a minimum of 40,000 pounds. Driveways shall provide access to within 50 feet of all structures on such parcels.

If the driveway exceeds 150 feet in length, an approved turnaround shall be provided near the midpoint of the driveway. If the driveway exceeds 200 feet in length, an approved turnaround shall be provided within 50 feet of all structures on the parcel. Alternative designs for the driveway may be approved as determined appropriate by the City Engineer and the Shasta Lake Fire Protection District.

**Mitigation Measure 6.10**
Fire hydrants shall be installed with the type and location of each to be pre-approved by the Shasta Lake Fire Protection District. All required hydrants should be in service prior to approval of the final map and should be consistent with standards set forth by the City.

<table>
<thead>
<tr>
<th>7. HYDROLOGY AND WATER QUALITY. Would the project:</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Vioate any water quality standards or waste discharge requirements?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing uses or planned uses for which permits have been granted)?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or sitiation on- or off-site?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantive additional sources of polluted runoff?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>f) Otherwise substantially degrade water quality?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of a failure of a levee or dam?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>j) Inundation by seiche, tsunami or mudflow?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>
Discussion of Checklist Answers:

a) The City of Shasta Lake accomplishes collection of wastewater and its delivery to the treatment plant through a conventional gravity system. The plant utilizes an activated sludge form of treatment, which comprises several treatment processes and structures. The wastewater treatment plant is owned and operated by the City and serves only the City. The wastewater treatment plant is rated at 1.3 million gallons per day (MGD) average dry weather flow and is currently operating at about 65 percent capacity, according to the General Plan.

The proposed project would be connected to the City's sanitary sewer system, which is required to comply with waste discharge requirements issued by the Regional Water Quality Control Board (RWQCB). According to Sam Smith, Face Civil, Inc., the project would not result in a violation of the City's existing waste discharge permit, and the existing wastewater treatment plant has adequate capacity to accommodate the proposed project.

b) Stormwater retention basins incorporated into the project help to remove sediments and contaminants from the water especially during the first storms of the fall/winter season when contaminants are most concentrated if they function to collect minor flows. The quality of stormwater decreases following development due to pollutants that collect from typical use of motorized equipment such as cars, lawnmowers, etc. (oil, grease, solvents), household pesticides and herbicides. Stormwater collection systems further channel and concentrates these pollutants. Mitigation Measure 3.6 requires Section 401 Water Quality Certification and preparation of a Stormwater Pollution Prevention Plan (SWPPP) to be reviewed by the Regional Water Quality Control Board and City Engineer prior to issuance of a grading permit.

The project would connect to the City's water system. The existing City water system currently contains adequate capacity to serve the proposed project. There are no known wells in the area; however, if necessary, wells found on the project site would be abandoned in accordance with Shasta County Environmental Health Department standards and in accordance with the General Plan and as included as a requirement of the Geotechnical Report, incorporated in its entirety with Mitigation Measure 53. No new wells are proposed for the project site. Therefore, the project would have no adverse impact on groundwater supplies in the vicinity.

c) The mountains to the north of Shasta Lake and the Sacramento River to its west shape the northern and western drainage watersheds boundaries of the City. The natural storm water drainage pattern flows in a southeasterly direction from the mountains to the west and north, through the City of Shasta Lake.

The project site is located in the transition zone between the floor of the Sacramento Valley and the foothills to the west. The eastern two-thirds of the site includes rolling terrain and the western one-third is hilly. The eastern area is bisected by three small seasonal drainages that flow west to east. The drainage courses originate in the hilly terrain to the west. All intermittent streams and vernal pools on the site are not significant stream discharge points. A single creek discharges into Nelson Creek, an invertebrate stream located east of the site. Nelson Creek is a tributary to Chum Creek, which in turn discharges into the Sacramento River, 16 miles southeast of the project area. Site drainage is mainly sheet flow to the three drainage courses on the property. There is one area along the south side that goes into a small swale to the south. Construction of the project will alter the drainage pattern by re-grading the site and changing the natural topography and drainage of the area, as well as providing curbs and gutters that will channel storm drainage into one of the three stormwater detention basins as depicted on the Site Grading Map and Preliminary Grading Plan.

d) The proposed development will increase the amount of paved surface and potential storm water runoff. The applicant proposes to construct three detention basins by excavation upslope of the ordinary high water mark and outside of the 25-foot vegetated stream buffer around each intermittent stream. Each intermittent stream flows east to west and passes under the abandoned Belkline Road near the eastern boundary of the project area. The project proposes to place flow reducers onto the upstream end of the three existing culvert openings that correspond to the three detention basins. The reducers will be constructed of steel plates with a hole to allow the passage of normal (10-year) stream flows. During heavy storm events (10 to 100-year), water would be diverted by the flow reducer to the upstream detention basin and temporarily detained (North State Resources Technical Memorandum, 2004).

A hydrology report was prepared by John H. Humphrey, Ph.D., P.E., in August 12, 2004 (Exhibit K). Dr. Humphrey used HEC-1 to determine pre-project and post-project runoff for 10, 25 and 100-year recurrence intervals for the proposed subdivision. The report confirms that the detention ponds proposed provide control of 10, 25 and 100-year downstream peak flows to pre-project levels. Mitigation Measure 7.1 will ensure that impacts are less than significant.

e) See discussion under Sections 5.b, 7.c, and 7.d. As mitigated, impacts would be less than significant.

f) The project includes no other components that would otherwise substantially degrade water quality. Therefore, impacts would be less than significant.
g) In 1993, the City of Shasta Lake adopted the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map for the City. The Map establishes 100-year flood hazard areas throughout the City. In addition, the City’s Floodplain Management Code (Municipal Code Chapter 5.04) provides standards for construction for structures built within special flood hazard areas. The north branch of Nelson Creek traverses the northeasterly corner of the project site; however, no portion of any developable lots are located within the floodplain area. Impacts would be less than significant.

h) Roadway improvements from Lake Boulevard into the Subdivision will cross the 100-year floodplain of Nelson Creek. The developer will be required to submit a report prepared by a licensed engineer verifying that culvert sizes are adequate and the final roadway design does not adversely affect the carrying capacity of areas where base flood elevations have been determined.

In addition, the applicant is required to construct a sewer lift station south of Pine Grove Avenue, east of Ashby Road to serve the proposed project, as well as extend the sewer line approximately 1,400 feet east of the Pine Grove Avenue/Ashby Road intersection, crossing over Lake Boulevard and continuing to the northeasterly section of the property. The developer will construct an on-site lift station and force main within the boundaries of the subdivision, as shown on the Vesting Tentative Map. The sewer lift station is to be constructed at the northeast corner of Ashby Road and Pine Grove Avenue. The lift station is located near the 100-year floodplain of Churn Creek. Water system improvements would cross the floodplain of Nelson Creek, Little Churn Creek, Rich Seitch Creek and Churn Creek. Mitigation Measure 7.2 will reduce impacts to less than significant levels.

i) Because no portion of the project site is protected by a levee or dam, the exposure of people and/or structures to significant risk or loss due to flooding from dam or levee failure is non-existent.

j) Because the site is located a significant distance from any major body of water, there is no potential for severe or tsunamai activity. Additionally, the City of Shasta Lake does not have a history of experiencing mudflows and therefore the site’s potential to be impacted by a mudflow is minimal.

Mitigation Measures Relating to Hydrology and Water Quality

Mitigation Measure 7.1
Prior to the recording of the Final Map, a final drainage plan shall be prepared for the subdivision and off-site improvements by a Registered Civil Engineer to determine how drainage will be properly managed as the individual parcels are developed, and the necessary locations and sizes of common storm water detention facilities, drainage structures, and access easements for maintenance. The methods shown shall not adversely affect adjacent or downstream properties. Storm drainage facilities shall be sized and installed in accordance with the subdivision improvement plans as approved by the City Engineer, and in accordance with the construction standards of the Public Works Department. Detention basins shall be fenced, seated, designed such that safety fencing may not be required. The fence requirement may be eliminated only if alternate safety provisions are provided as reviewed and approved by the City Engineer and Development Services Director.

Mitigation Measure 7.2
Prior to issuance of a grading permit, the developer shall provide to the City documentation prepared by a licensed engineer verifying that road and utility improvements constructed within a 100-year floodplain do not adversely affect the carrying capacity of areas where base flood elevations have been determined but a roadway has not been designated. The cumulative effect of the proposed development, when combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than one foot at any point. The sewer lift station at Pine Grove Avenue and Ashby Road shall be constructed pursuant to Municipal Code Sections 15.04.050 (C) and shall be certified by a registered professional engineer that the standards of this subsection are satisfied. In addition, all new sanitary sewer and water systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters pursuant to Municipal Code Section 15.04.170.
### LAND USE AND PLANNING

<table>
<thead>
<tr>
<th>Potentialy</th>
<th>Less Than Significant Mitigation</th>
<th>Less Than Significant No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impact</td>
<td>With Incorporated</td>
<td>Impact</td>
</tr>
<tr>
<td>a)</td>
<td><strong>Physically divide an established community?</strong></td>
<td>☐</td>
</tr>
<tr>
<td>b)</td>
<td><strong>Conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</strong></td>
<td>☐</td>
</tr>
<tr>
<td>c)</td>
<td><strong>Conflict with any applicable habitat conservation plan or natural community conservation plan?</strong></td>
<td>☐</td>
</tr>
</tbody>
</table>

#### Discussion of Checklist Answers:

- **a)** Projects that have the potential to physically divide an established community include new freeways and highways, major arterial streets and railroad lines. This subdivision will add homes to a property that is currently undeveloped. Surrounding properties to the north and south are developed with single-family residential uses. The property and its surrounding areas were designated for residential development under the County’s General Plan several years prior to the City’s incorporation, as well as under the City’s current General Plan adopted in 1999.

  Additionally, the planned circulation system will connect with the existing street system and will not create a barrier for existing or planned development. Secondary emergency access would be provided at the northeast and southerly boundaries of the project site, and Old Bells Road, which has historically been used as a trail system, would remain with an added trail access easement at the northerly boundary of the site. Therefore, this project would not physically divide an established community, but would allow intended growth to coagulated areas.

- **b)** The project site has a General Plan Designation of Suburban Residential, which allows a maximum density of 3 units per acre. The proposed parcel sizes range from 8,473 square feet to 43,500 square feet as indicated under Project Description above and summarized below:

<table>
<thead>
<tr>
<th>Parcel Size</th>
<th>Number of Lots</th>
<th>Percentage of Lots</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 10,000 square feet</td>
<td>33</td>
<td>18.3</td>
</tr>
<tr>
<td>10,001 - 15,000 square feet</td>
<td>63</td>
<td>36.4</td>
</tr>
<tr>
<td>15,001 - 20,000 square feet</td>
<td>27</td>
<td>16.2</td>
</tr>
<tr>
<td>20,001 - 25,000 square feet</td>
<td>19</td>
<td>11.6</td>
</tr>
<tr>
<td>25,001 - 30,000 square feet</td>
<td>13</td>
<td>7.8</td>
</tr>
<tr>
<td>Over one acre</td>
<td>7</td>
<td>4.3</td>
</tr>
<tr>
<td>Over two acres</td>
<td>5</td>
<td>3.0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>184</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

The actual area of all parcels proposed equals 120.18 acres for a density of 1.36 units per acre, which is consistent with the General Plan designation of Suburban Residential. The property consists of three separate legal lots.

#### General Plan Objective PF-8

General Plan Objective PF-8 states "Extend community wastewater treatment services to the Summit City area." The General Plan references an Engineering Report completed by PACE Engineering in May 1997 entitled "Infrastructure Needs Study for the Summit City and Ridge Road Areas." The purpose of the study was to determine if water quality problems and/or public health hazards exist in the unsewered Summit City and Ridge Road area as a result of the existing on-site sewage disposal systems. The report concluded that high fecal coliform values were obtained at three sampling locations in Summit City, which may be indicative of failing septic systems in the area. The report further recommends wet weather dye testing of the septic systems to confirm such failures. Dye testing has not yet been completed.
Failing septic systems have the potential for adverse environmental impacts. The most commonly reported failure is sewage backflow into a home. If the backflow issue is not immediately resolved, it can become a health hazard to residents of the home. Another common category of septic system failure is when poorly treated sewage surfaces on the yard and surrounding area. Seaweed in the yard can degrade surface water and is an obvious health hazard. Failing septic systems also pose a threat to ground and surface waters when raw sewage makes its way into area streams and drainageways. Untreated wastewater contains excessive nutrients that can harm native plant and fish populations in surface waters and also excessive organic matter that can adversely impact the oxygen supply in streams and rivers. The majority of homes in the Summit City area were constructed many years ago and do not comply with current Environmental Health standards for septic systems; however, statistical or construction information for the majority of these septic systems is not available.

The proposed project would assist the City in accomplishing General Plan Objective 9 by extending City sewer infrastructure to the southerly area of Summit City. The City currently does not have a financing program that incudes the provision of City sewer to this section of the City and must rely on private development to fund such improvements at this time.

**Housing Element**

The project is consistent with the Housing Element of the General Plan adopted by the City Council on March 16, 2004. The purpose of the Housing Element is to present the City's housing program, which is based on state, county and local housing policies, as well as identified housing needs of the City's residents, housing resources and housing constraints. Through enactment of an amendment to the State of California's General Plan Article 10.6 regarding Housing Elements, the legislature found that:

"The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for all Californians is a priority of the highest order. The early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels. Local and state governments have a responsibility to use the powers vested in them to facilitate this improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community..."

Section 65583 of the State Government Code establishes the required components of a Housing Element, which include but are not limited to:

- Analysis of population and employment trends and documentation of projections and a quantification of the locality's existing and projected housing needs for all income levels. These needs shall include the city's share of the regional housing need in accordance with Government Code Section 65534.

- An inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites.

The City of Shasta Lake is projected to have a population increase of 2,219 persons between January 2001 and June 2003 (the term of the HCD Region allocations plan). Should this growth occur, the 2008 population would be approximately 11,194 (January 2001 population plus 2003 projection figure of 9,975 persons increased by 2,219 potential new residents equals 11,194 persons), which represents a 26.5 percent increase to the Census 2000 population of 9,003.

As discussed above, HCD is encouraging the income group ratio to shift in the City of Shasta Lake to emphasize a larger proportionate increase in the Moderate and Above Moderate income groups than in the Lower income groups, simply to shift the City's population more toward the County ratio of income groups. Successful programs supported by the market would create a different ratio of income groups after several years.

A Regional Housing Needs Plan (RHNP) is mandated by the State of California (Government Code, Section 65584) for regions to address housing issues and needs based on future growth projections for the area. The State also establishes the projected number of total housing units needed for each region, and allocates to cities and the unincorporated county their "fair share" of the region's projected housing needs. The RHNP allocates "fair share" needs based on household income groupings, identifying and quantifying the existing housing needs for each jurisdiction.

The following table shows the regional housing needs allocation for each area of Shasta County by income group. In order to meet the housing requirements of the projected population growth in the County, according to the RHNA plan, jurisdictions and the unincorporated areas would need to construct new residential housing units according to the numbers shown in the table below aimed at being affordable to each of the four income groups. The City of Shasta Lake's share of housing for regional growth is 628 new units constructed by 2020, divided into levels of affordability: 158 Very Low Income units, 103 Low Income units, 164 Moderate and 334 Above Moderate Income units, as seen below.
## REGIONAL HOUSING NEEDS ALLOCATION FOR 2008 BY INCOME GROUP

<table>
<thead>
<tr>
<th>Shasta County</th>
<th>Very Low</th>
<th>Low</th>
<th>Moderate</th>
<th>Above Moderate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Anderson</td>
<td>72</td>
<td>78</td>
<td>122</td>
<td>407</td>
<td>675</td>
</tr>
<tr>
<td>City of Redding</td>
<td>2,496</td>
<td>1,667</td>
<td>1,929</td>
<td>4,428</td>
<td>10,543</td>
</tr>
<tr>
<td><em>City of Shasta Lake</em></td>
<td><strong>168</strong></td>
<td><strong>163</strong></td>
<td><strong>164</strong></td>
<td><strong>394</strong></td>
<td><strong>528</strong></td>
</tr>
<tr>
<td>Unincorporated Areas</td>
<td>815</td>
<td>569</td>
<td>557</td>
<td>1,051</td>
<td>3,012</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,553</strong></td>
<td><strong>2,457</strong></td>
<td><strong>2,772</strong></td>
<td><strong>6,230</strong></td>
<td><strong>15,622</strong></td>
</tr>
</tbody>
</table>

**Sources:** California Department of Housing and Community Development, 120302 Revised Final Regional Housing Needs Plan, Shasta County

Relative to the income distribution for the County as a whole, the RHNA later indicates that both the City of Shasta Lake and the City of Anderson have over-concentrations of households of Very Low-incomes, and are also somewhat over-concentrated in Low-income residents.

### Income Levels

According to the Housing Element, the Federal Department of Housing and Urban Development (HUD) publishes household income data by household size annually for areas (to the county level) in the entire United States. The income data is defined using an Area Median Income (AMI) for each HUD area and has traditionally been classified into four income groups, until March 2003, when a fifth Extremely Low Income Group was added for households earning less than 30 percent of the median income. Four Income Groups are used and referred to throughout the Housing Element, applying income for the Very Low Income Group as 50 percent and below the Area Median Income (AMI). Ranges for the five income groups are defined as follows:

- **Extremely Low Income**: Less than 30 percent of AMI
- **Very Low Income**: 30 to 50 percent of AMI
- **Low Income**: 51 to 60 percent of AMI
- **Moderate Income**: 80 to 120 percent of AMI
- **Above-Moderate Income**: More than 120 percent of AMI

The following translation table refers to Income Groups using the dollar figures specific to the City of Shasta Lake, by using the City's median income figure from Census 2000 data of $26,275, rather than figures based on Shasta County median incomes as provided by Housing and Urban Development (HUD). The City of Shasta Lake Income Group divisions are adjusted to follow as closely as possible with the Census 2000 data and income grouping, as described below. The adjustment from actual Shasta Lake figures to comparable Census categories is as follows:

<table>
<thead>
<tr>
<th>City of Shasta Lake</th>
<th>Census 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low Income</td>
<td>&lt;$7,863</td>
</tr>
<tr>
<td>Very Low Income</td>
<td>$7,863 - $13,137</td>
</tr>
<tr>
<td>Low Income</td>
<td>$13,137 - $21,020</td>
</tr>
<tr>
<td>Moderate Income</td>
<td>$19,766 - $31,530</td>
</tr>
<tr>
<td>Above-Moderate Income</td>
<td>&gt;$31,530</td>
</tr>
</tbody>
</table>

(1) Based on HUD percentages of Average Median Income (AMI) for each range and the City's Median Income of $26,275 (from Census 2000).
Also, as required by the Government Code, the Housing Element included a vacant lands inventory to identify suitable land available for development in light of accomplishing the City's Regional Housing Goals. The following table includes the property proposed for development:

### VACANT LANDS: SINGLE FAMILY RESIDENTIAL WITH PROJECTED UNIT GENERATION

**City of Shasta Lake**

<table>
<thead>
<tr>
<th>AP No.</th>
<th>Acres</th>
<th>Zoning</th>
<th>General Plan</th>
<th>Units/Acre</th>
<th>Potential Units</th>
<th>Sewer</th>
<th>Water</th>
<th>Access</th>
<th>Topo</th>
<th>Development Potential</th>
</tr>
</thead>
<tbody>
<tr>
<td>008-610-04</td>
<td>40.25</td>
<td>U</td>
<td>SR</td>
<td>3.00</td>
<td>72</td>
<td>No</td>
<td>Extnc</td>
<td>Poor</td>
<td>Average</td>
<td>Average</td>
</tr>
<tr>
<td>008-610-05</td>
<td>40.25</td>
<td>U</td>
<td>SR</td>
<td>3.00</td>
<td>72</td>
<td>Ne</td>
<td>Extnc</td>
<td>Poor</td>
<td>Average</td>
<td>Average</td>
</tr>
<tr>
<td>008-610-07</td>
<td>40.25</td>
<td>U</td>
<td>SR</td>
<td>3.00</td>
<td>72</td>
<td>Ne</td>
<td>Extnc</td>
<td>Poor</td>
<td>Average</td>
<td>Average</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>120.75</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>216</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The unit yield is based on the development potential as follows:

- **Development Potential**
  - **GOOD** calculated at 80% of General Plan allowed
  - **AVERAGE** calculated at 60% of General Plan allowed
  - **POOR** calculated at 30% of General Plan allowed

As indicated, with a total of 164 lots proposed for the development, the project is consistent with the Housing Element. It should also be noted that the Water Master Plan update completed in January 2004 projected a total of 250 lots for the subject property.

**Zoning**

The current zoning of the property is Unclassified (U) which was applied following the adoption of the 1999 General Plan as a "holding district until a precise principal zone district has been adopted for the property." A rezone would be required for any proposed subdivision, regardless of parcel size, to reflect the specific project.

The proposal incurs a rezone to Single-Family Residential – Building Site Minimum (R-1-BSM). The BSM combining district specifies that the minimum building site is the area of the individual lot, as shown on a recorded parcel or final map, and is intended to be applied only where no further land divisions are expected.

With Mitigation Measure 8.1, the project will not result in significant impacts. The BSM overlay zone would prevent further subdivision of any of the parcels.

c) There are no adopted habitat conservation plans or natural community conservation plans which would apply to the subject property; therefore, there would be no impact.

**Mitigation Measures Relating to Land Use and Planning**

**Mitigation Measure 8.1**

A rezone from Unclassified (U) to Single-Family Residential (R-1-BSM) shall be approved by the City Council pursuant to established procedure prior to recording of the final map.

**Mitigation Measure 8.2**

Any existing property line that must be deleted or relocated to create the approved subdivision shall be clearly designated and noted on the final map or shall be processed through a separate Property Line Adjustment (PLA) application. If processed under a separate application, the PLA documents shall be recorded prior to recording of the final map.
### MINERAL RESOURCES
Would the project:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | | | | X |
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan specific plan or other land use plan? | | | | X |

**Discussion of Checklist Answers:**

- a) There are no identified mineral resources within the project site; therefore, there would be no impact.

- b) There are no mineral resource recovery sites delineated on any local general plan, specific plan or other land use map, therefore there would be no impact.

**Mitigation Measures Relating to Mineral Resources**

None.

### NOISE
Would the project result in:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies? | | | | |
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? | | | | |
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | | | | |
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? | | | | |
e) For a project located within an airport land use plan area or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project expose people residing or working in the project area to excessive noise levels? | | | X |
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | | | | X |

**Discussion of Checklist Answers:**

- a) A Noise Contour Map was prepared for the City in 1999 by Ballard Acoustical Consulting as part of the Shasta Lake General Plan Update. The map indicates that the project site is located outside of the 60 decibel contour in relation to noise generated by traffic on interstate 5 and noise generated by the Union Pacific Railroad to the west of the project site. The project is surrounded by existing residential uses with no fixed-source noise generators in the vicinity. Since the development would not be exposed to an actual or projected exterior noise level of greater than 60db CNEL, impacts would be less than significant and no mitigation is required.

City of Shasta Lake

2006

July 20, 2010
Due to the project's proximity to residential homes, there is a potential for those residents to be temporarily exposed to noise levels in excess of those established in the City of Shasta Lake General Plan from the use of heavy equipment during grading and construction. Mitigation Measure 10.1 limits construction activities to specific times:

d) Potential vibration impacts associated with the project would occur during the construction phases only from the use of heavy equipment. No long-term or otherwise excessive groundborne vibration or noise impacts would occur with implementation of the project. This potential impact is considered to be less than significant.

c) The construction of residential dwelling units is not typically considered a significant noise generator. Severely permanent noise levels would not result from the project. Therefore, impacts would be less than significant.

d) An increase in existing noise levels is expected during the construction phase of this development during daytime hours. However, such noise would be temporary and recognized as customary for a new development by the surrounding neighborhood. Operation of heavy machinery used in grading would be the primary source of noise during project construction. These effects would last the duration of site preparation. Construction would generate noise of varying intensity and duration, depending on the particular task (i.e., foundation versus framing versus finish work). Noise levels, therefore, would vary throughout the construction process. Mitigation measure 10.1 restricts construction noise to specific days and times.

f) The project is not located within an airport use plan area or within two miles of any airport; therefore, there would be no impact.

Mitigation Measures Relating to Noise

Mitigation Measure 10.1

During construction the developer shall comply with the following time periods established for construction activities. Construction activities shall not occur outside of the following established limits unless approved by the City under special circumstances:

- **a.** Monday through Friday: 7:00 A.M. – 7:00 P.M.
- **b.** Saturday: 8:00 A.M. – 5:00 P.M.
- **c.** Sunday: No construction activities allowed.

Special circumstances include the need to complete construction along public roadways or within public utilities to ensure continued services or safe conditions. Such exceptions shall be approved prior to commencement of the work.

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. POPULATION AND HOUSING. Would the project:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?</td>
<td>☒</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
</tbody>
</table>

Discussion of Checklist Answers:

a) The project will result in the conversion of undeveloped property into a residential subdivision of approximately 184 homes. The State Department of Finance, City and County Population and Housing Estimates, reports that the average number of persons per household within the City of Shasta Lake is 2.58. Therefore, the proposed project is estimated to generate an additional 440 residents, resulting in an increase of approximately 16 to 18 percent to the current estimated population of 10,325 and is not considered to be "substantial population growth" (Population...
Estimate from Department of Finance E5 Report 1/1/2006). Further, this population growth was assumed in the City’s adopted General Plan, including the Housing Element of the General Plan, and the effects of that population growth have been addressed in the General Plan EIR.

**Indirect Impacts**

A project indirectly induces growth if it removes an obstacle to additional growth and development such as removing a constraint on a required public service or providing new infrastructure such as water or sewer. In this case, the project includes the extension of wastewater infrastructure to an area where the current use of septic systems limits growth.

Potential secondary effects of growth include increased demand on other community and public services and infrastructure, increased traffic and noise, and adverse environmental impacts such as degradation of air and water quality and degradation or loss of plant and animal habitat.

General Plan policy 1U-1 states: **In order to ensure orderly future growth and development, the minimum size for newly created parcels not served by a public or package sewage treatment facility or for parcels not contributing to a sewer assessment district shall be five (5) acres in the Suburban Residential (SR), Urban Residential (UR) and Urban Residential High (URH) land use designations.**

The General Plan for the subject property was changed in 1999 to Suburban Residential (SR) as part of the City’s comprehensive General Plan update. Surrounding designations are Suburban Residential (SR) and Urban Residential (UR). Extending City sewer services to this section of the City may make development of additional vacant properties more economically feasible.

Growth inducement may constitute an adverse impact if proposed development is not consistent with or accommodated by the City’s General Plan for the area affected. In this case, the proposed project is consistent with the City’s General Plan and the project would not directly or indirectly support or stimulate growth that is not identified by the General Plan.

b) The proposed project does not include removal of existing housing; therefore, construction of replacement housing will not be required.

c) The proposed project does not include removal of existing housing, which would result in the displacement of people; therefore, construction of replacement housing will not be required.

**Mitigation Measures Relating to Population and Housing**

*None.*

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PUBLIC SERVICES.</strong> Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Fire protection?</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>b) Police protection?</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>c) Schools?</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>d) Parks?</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>e) Other public facilities, including roads?</td>
<td>☐</td>
<td>☒</td>
<td>☒</td>
</tr>
</tbody>
</table>
Discussion of Checklist Answers:

a) Fire protection is provided through the Shasta Lake Fire Protector District. Existing services are adequate to serve the proposed use. In addition, the development would pay $1,040 per dwelling unit. Fire Impact Fee (currently $1,040 per dwelling unit) at the time of issuance of a building permit, therefore, impacts would be less than significant. Also see Mitigation Measures 6.1, 6.9 and 6.10.

b) Law enforcement services are contracted through the Shasta County Sheriff's Department. The Department provides 24-hour service for the City of Shasta Lake, although the office is not staffed at all times. However, the contract requires that at least one officer is on duty within the City Limits at all times. In emergencies, additional personnel are available through the full resources of the Sheriff's Department and mutual aid agreements with other agencies. The Sheriff's Department is also responsible for enforcing all traffic regulations within the City.

General Plan Policy 5A-4 states “Development in areas requiring additional levels of police and fire services shall participate in offsetting costs for the additional services.”

Denis Carroll, Captain with the Shasta County Sheriff's Office, provided written comments stating that law enforcement services are currently stretched thin in the City of Shasta Lake. The increase in population from this project, and the major residential projects in the area, will cause additional calls for service for the Department, causing slower response times to emergency calls. Captain Carroll recommends that the City seriously consider increasing law enforcement staffing levels in the City if we are going to allow developers to build in our City. Captain Carroll recommends that a one-time fee be incorporated to help offset the costs for hiring additional law enforcement officers. However, since development of a subdivision and addition of residents to the area results in the need for continued services, the City recommends a long-term solution to funding law enforcement services.

Although the General Plan recognizes that the City should establish a Level of Service Standard for law enforcement services, this has not yet been completed. For comparison, the City of Redding General Plan establishes a standard of 1.36 officers per 1,000 residents. The national average is 2.2 officers per 1,000 residents. In addition to population, however, Level of Service rates are also based on crime rates, expected response times, workload analysis, and specific community characteristics and priorities.

The Shasta County General Plan states that there are currently nine officers assigned to the City of Shasta Lake. In addition, City Council authorized one additional position in the 2006/07 budget for a total of ten officers. With a current population of 10,325, our ratio is currently 0.97 officers per 1,000 residents, well below both state and national averages.

The addition of population in the area would be considered a significant impact on law enforcement services requiring mitigation. Mitigation Measure 12.1 requires the developer to establish a Services Community Facilities District to provide long-term funding for additional law enforcement personnel. As additional developments in the City are approved, they could be annexed into this district.

c) Educational services will ultimately be provided by the Shasta Unified School District. Increased enrollment resulting from new homes built in the subdivision is mitigated as provided by state law at the time of issuance of building permits by payment of a School Facility (Development Impact Fee). The fee is paid directly to the Shasta County Office of Education to provide compensation for running school facility expansion. The current fee for residential development is $2.65 per square foot of living area, and the fee is generally adjusted annually. Impacts are considered less than significant.

d) Shasta Lake Zoning Code Section 16.08.100 states that the Planning Commission may, to the fullest extent permitted by law, require as a condition of approval of a tentative map that interests in real property be dedicated, irrevocably offered, or reserved for public purposes, including but not limited to those set forth in Government Code Section 50475 through 50482. The amount of land required to be dedicated or irrevocably offered for dedication for park or recreational purposes shall not exceed one acre per one hundred lots or fraction thereof. The Zoning Code allows the Planning Commission to require payment of a fee for park and recreational purposes in an amount not to exceed $25.00 in lieu of dedication of park land. For 164 lots, the total dedication requirement would be no more than 1.64 acres. The in lieu fee would total $4,160.

The City has also considered establishment of a trails system in various sections of the City, typically surrounding open spaces and creeks. The subject property includes an abandoned portion of Bellina Road which has been used historically as a walking trail for area residents. Several residents in this section of the City have submitted a petition in opposition to restricted use of the old Bellina Road as a walking trail. Staff agrees that this is a viable and valuable use of the property and should be protected and incorporated into the project design. Following discussion with the developer, the preliminary map was modified to include an access easement for the trail along the southern boundary of the subject property, connecting to BLM property to the north. Bellina Road is reserved for use as a walking trail by area residents. Mitigation Measure 12.4 addresses requirements for the provision of the walking trail.
Surrounding roadways are part of the City roadway system, the design of which is intended for local residential traffic. Maintenance of the roads is part of the City’s responsibility, which is funded through various means including traffic impact fees, gas-tax, property tax, sales tax and the general fund. This impact is similar to all other development in the community, and is not considered significant.

Mitigation Measures Relating to Public Services

**Mitigation Measure 12.1**
Prior to recodification of the Final Map, the developer shall work with the City to establish a Services Community Facilities District to provide for long-term financing of additional law enforcement personnel. The Developer shall pay a proportionate share of fees associated with formation of the district to be determined by written agreement between the City and Developer as reviewed and approved by the City Attorney.

**Mitigation Measure 12.2**
Prior to recodification of the Final Map, the Applicant shall pay an in-lieu fee for park and recreational purposes in the amount of twenty-five dollars ($25.00) per lot, pursuant to Section 16.08.100(3) of the City of Shasta Lake Subdivision Code.

**Mitigation Measure 12.3**
Prior to issuance of a Certificate of Occupancy for any dwelling unit, the developer shall complete all on-site and off-site water and wastewater system improvements determined necessary by the City Engineer to serve the proposed development.

**Mitigation Measure 12.4**
Prior to recodification of the Final Map, the developer shall dedicate a 10-foot wide public access easement at the northeast corner portion of the property for trail access to public property to the north. The access easement shall be constructed to City Standards (Standard Detail 035.00). The remainder of the abandoned Beltline Road shall remain open for use as a walking trail. Maintenance of the trail shall be covered under a homeowners’ association or other funding mechanism acceptable to the City.

<table>
<thead>
<tr>
<th>13. RECREATION.</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>b) Does the project include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

Discussion of Checklist Answers:

a) A $307 Parks and Recreation impact fee is collected for each single-family residence at the time of building permit issuance. A total of 164 dwelling units would generate $50,348 for existing park maintenance. In addition, open space recreational facilities, including the trail system discussed under Section 12.6 above, will be maintained through a Homeowners’ Association or other funding mechanism acceptable to the City. Therefore, impacts would be considered less than significant.

b) See discussion under Section 12 above and Mitigation Measure 12.4. This proposed trail system would not have an adverse impact on the environment.

Mitigation Measures Relating to Recreation

None
14. TRANSPORTATION/TRAFFIC. Would the project:

<table>
<thead>
<tr>
<th>Potential Impact</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Cause an increase in traffic that is substantial in relation to the existing traffic and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)?</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>c) Result in a change in air traffic patterns including either an increase in traffic levels or a change in location that results in substantial safety risks?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>e) Result in inadequate emergency access?</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>f) Result in inadequate parking capacity?</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>g) Conflict with adopted policies, plans or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

**Discussion of Checklist Answers:**

a) A Traffic Impact Study was completed for the project by Douglas E. WJ, DEW Traffic, in August 2006 (Exhibit L). The traffic study is based on a subdivision of 192 parcels. The project has since been modified to include a total of 194 lots.

The Traffic Study indicates the project is expected to add an additional 1,626 new daily vehicle trips; 125 AM trips and 149 PM trips. People who reside in the subdivision, based on trip distribution analysis, will likely travel to Redding for work and shopping. Lake Boulevard is the fastest and shortest route to Redding; therefore, approximately 60 percent of the trips will travel south via Lake Boulevard 23 percent eastward via Pine Grove Avenue, and about 10 percent crossing the I-5 interchange. Approximately 17 percent would travel northerly on Lake Boulevard toward downtown City of Shasta Lake.

The morning traffic peak shows an outbound traffic movement reflecting the home to work trip purpose. The evening peak hour shows an inbound travel pattern reflecting the work to home trip purpose. These trip purposes normally start and end at residential dwelling units. The subdivision adds to these work trip travel patterns on roadways and study intersections. The Study clarifies that it is the Pine Grove Avenue corridor between Lake Boulevard and the I-5 interchange that has short and long-term traffic congestion problems.

The report includes a Level of Service evaluation for the following scenarios:

1. Existing
2. Cumulative 2010 No Project
3. Cumulative 2010 Plus Project
4. Cumulative Year 2030 No Project
5. Cumulative 2030 Plus Project
The study intersections included in the report are:

1. Lake Boulevard/Red A (Road R on Tentative Map) - new intersection
2. Lake Boulevard/Red B (Road I on Tentative Map) - new intersection
3. Lake Boulevard/Pine Grove Avenue
4. Ashby Road/Pine Grove Avenue
5. Cascade Boulevard/Pine Grove Avenue
6. I-5 SB ramps/Pine Grove Avenue
7. I-5 NB ramps/Pine Grove Avenue

For intersection peak hour evaluation, the Highway Capacity Manual 2000 methodology for traffic signalized and unsignalized intersections was used to assess Level of Service. Roadway segment evaluation uses daily traffic volumes and relates Level of Service thresholds. Level of Service "C" was considered the maximum acceptable vehicle delay before mitigations consisting of traffic signal control and/or lane additions are identified under each scenario.

The Traffic Impact Study summarizes required mitigation measures as follows:

1. **On-Site Improvements**
   
   a. Project streets should be constructed per city requirements.
   
   b. The installation of stop sign control on Road A (Road R on Tentative Map) and Road B (Road I on Tentative Map) at Lake Boulevard is required. A left turn lane should be provided on Lake Boulevard per Figure G-1 in Appendix G of the Traffic Study.
   
   c. The city should consider a RABA bus stop location on Lake Boulevard near Road A (Road R on the Tentative Map).
   
   d. Lake Boulevard at Road A and B (Road R and I on Vesting Tentative Map) should have adequate street lighting. Street lighting within the subdivision should be per city requirements.

2. **Existing Conditions**
   
   - Intersection 5 (Cascade Boulevard at Pine Grove Avenue) - traffic signal and intersection relocation to be accomplished by 2007.

3. **Year 2010 Off-Site Improvements**
   
   - Intersection 7 (I-5 NB ramps at Pine Grove Avenue) - install traffic signal and right turn ramp lane

4. **Year 2030 Off-Site Improvements**
   
   - Intersection 3 (Lake Boulevard at Pine Grove Avenue) - install traffic signal
   
   - Intersection 4 (Ashby Road at Pine Grove Avenue) - install traffic signal
   
   - Intersection 6 (I-5 SB ramps at Pine Grove Avenue) - install traffic signal and interconnect system: install eastbound right turn lane
   
   - Intersection 7 (I-5 NB ramps at Pine Grove Avenue) - install westbound right turn lane

Included in the Traffic Study in Appendix 1 is the project's equitable share responsibility calculation as follows:

- Intersection 3 (Lake Boulevard at Pine Grove Avenue) 21.90% (year 2030)
- Intersection 4 (Ashby Road at Pine Grove Avenue) 6.53% (year 2030)
- Intersection 5 (Cascade Boulevard at Pine Grove Avenue) 2.44% (year 2007)
- Intersection 6 (I-5 SB ramps at Pine Grove Avenue) 1.89% (year 2030)
- Intersection 7 (I-5 turn lanes/signal at Pine Grove Avenue) 2.22% (year 2010 and 2030)

The City recently entered into a Professional Services Agreement with CMNI-MEANS for design engineering of the Cascade Boulevard realignment and signalization at Pine Grove Avenue. The project will be funded with Redevelopment Agency funds as well as Traffic Impact Fees collected for these improvements. The estimated cost for this work is approximately $2,335,000. This project's fair share of these improvements would be 2.44% or $56,974.00.
As indicated above, the other near-term improvements required will be the installation of a traffic signal and right-turn ramp lane at the -NE ramp at Pine Grove Avenue. The estimate for these improvements is approximately $500,000. The applicant's share of the improvement would be 2.22% or $13,026.00.

The project would be required to pay a Traffic Impact Fee of $1,177 per unit at the time of issuance of a building permit. Based on 164 lots, the project would generate $190,228.00. This fee is adequate to cover the project's proportionate share of near-term improvements, as well as contribute to future improvements, and additional mitigation is not required. See Mitigation Measure 14.5.

b) See discussion under Section 14.4, above.

c) The project includes the construction of 164 single-family dwelling units. The need for air travel generated by this number of residences would not result in a change in air traffic patterns in the local area.

d) The project will be designed to City standards and does not include hazardous design features such as sharp curves, dangerous intersections, or inoperable uses. See Mitigation Measure 14.1.

e) As shown on the Vesting Tentative Map, a 20-foot-wide emergency access is proposed at the southeastern boundary of the property using the abandoned portion of Belleline Road south to Walker Wine Road. A secondary emergency access will also be available at the northeast boundary of the site. Also see discussion under Section 14.4, above and Mitigation Measure 14.4.

f) Off-street parking is proposed pursuant to the City's Zoning Code. A total of two covered off-street spaces are required for each dwelling unit, which is adequate to serve the proposed project. Therefore, there would be no impact.

g) The project will be served by local streets. The purpose of local streets is to provide internal circulation and primary and secondary access. Reduced speed limits within residential subdivisions decrease the risk of traffic hazards to motor vehicles, bicyclists, or pedestrians. Curbs, gutters, and sidewalks will be constructed along all new streets within the subdivision to promote safe pedestrian circulation. There is an existing bike lane on Lake Boulevard which would not be impacted by the proposed development. Redding Area Bus Authority provides service to this section of the City and their route would not be impacted by the proposed development.

Mitigation Measures Relating to Transportation

Mitigation Measure 14.1
Roadways within the subdivision boundaries and off-site roadways connecting to Lake Boulevard shall be improved to City Standards as shown on the Vesting Tentative Map. All roadways shall be constructed with curb, gutter and sidewalk on both sides of the street, with the exception of Off-Site Road B which shall include curb and gutter on both sides of the street with sidewalk only on the north side. Drainage and utility facilities shall be incorporated into the final design as reviewed and approved by the City Engineer and Development Services Director. A landscape plan prepared by licensed landscape architect shall be provided for any proposed street trees and/or landscaping. Construction of all improvements shall be completed or bonded for prior to issuing the final map.

Mitigation Measure 14.2
The Developer shall install all street signs (with the City approved road name), traffic delineation devices, warning and regulatory signs, guardrail, barricades, and other similar devices where required by the Public Works Department or City Engineer. This shall include the installation of stop signs at the intersections of Road R and Road I at Lake Boulevard. Signing shall be in conformance with Public Works Department standards and the current Suite of California Uniform Sign Chart. Installation of traffic devices shall be subject to review and modification after construction. The Public Works Department will, at the Developer's request and expense, install the signs.

Mitigation Measure 14.3
The improvement plans for the subdivision shall reflect street improvements at the intersection of Road A and Road B (Road R and I on Vesting Tentative Map) at Lake Boulevard as shown in Appendix G, Figure G1, of the Traffic Study prepared by DEW Traffic.

Mitigation Measure 14.4
Emergency secondary access shall be provided as shown on the Vesting Tentative Map. This shall include gated access at the northern and southern boundaries of the site at Old Belleline Road. Secondary access at north old Belleline Road shall be provided at the time of issuance of any building permits for dwelling units as reviewed and approved by the Shasta Lake Fire Protection District. Full secondary permanent access shall be constructed to City standards after 49 dwelling units have been issued Certificates of Occupancy pursuant to the approved improvement plans for the subdivision.
Mitigation Measure 14.5
The Gateway Unified School District (GUSD) and Redding Area Bus Authority (RABA) shall be consulted during the preparation of improvement plans for the subdivision to determine if bus stops are needed, and if so, their location and appropriate design. If GUSD and/or RABA determines that a bus stop is needed, it shall be designed and constructed along with the other required road improvements. The Public Works Department and the California Highway Patrol shall also be consulted in establishing the appropriate location of any required school bus stop.

Mitigation Measure 14.6
Street lighting shall be installed within the subdivision and on Lake Boulevard at the intersections of Road R and Road L secured by the City Electric Department, including conduits, boxes, posts, poles, mast arms, fixtures, and bases. Lighting improvements shall be included on the improvement plans for the project.

Mitigation Measure 14.7
At the time of issuance of a building permit, the applicant shall pay a Traffic Impact Fee in the amount of $1,177 per dwelling unit.

<table>
<thead>
<tr>
<th>15. UTILITIES AND SERVICE SYSTEMS. Would the project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?</td>
</tr>
<tr>
<td>b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
</tr>
<tr>
<td>c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
</tr>
<tr>
<td>d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?</td>
</tr>
<tr>
<td>e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?</td>
</tr>
<tr>
<td>f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?</td>
</tr>
<tr>
<td>g) Comply with federal, state and local statutes and regulations related to solid waste?</td>
</tr>
<tr>
<td>h) Result in a need for new systems or supplies, or substantial alterations related to electricity?</td>
</tr>
<tr>
<td>i) Result in a need for new systems or supplies, or substantial alterations related to the City's water distribution system?</td>
</tr>
<tr>
<td>j) Result in a need for new systems or supplies, or substantial alterations related to the City's wastewater distribution system?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
Discussion of Checklist Answers:

a) The wastewater treatment plant is located at the end of Tibbitts Road near the Shasta Gateway Industrial Park. The plant is owned and operated by the City and serves only the City. The wastewater treatment plant is rated at 7.3 million gallons per day (MGD) average dry weather flow and is currently operating at 52 percent of capacity, according to the General Plan.

The treatment plant processes wastewater in accordance with standards set by the Central Valley Regional Water Quality Control Board (CVRWQCB). In 1986, the CVRWQCB issued Permit No. 66-172 to the City under the National Pollutant Discharge Elimination System (NPDES), setting the standards for the seasonal discharge of treated wastewater to Churn Creek when there is sufficient stream flow for adequate dilution between November and April. During non-discharge periods, the reclaimed water is stored and used for irrigating 40 acres of pasture on the City property adjacent to the treatment plant.

The proposed project is expected to generate approximately 39,300 gallons of wastewater per day. Sam Smith, City Engineer, has reviewed the collection system and treatment plant and determined that the increase will not exceed wastewater treatment permit limits set forth by the Central Valley Region of Regional Water Quality Control Board.

b) The City of Shasta Lake water treatment plant is located on the east shore of Lake Shasta Dam and was constructed in 1996. Water is transported by gravity from the water treatment plant through 15- and 14-inch diameter transmission mains, according to the General Plan.

The downstream water distribution system consists of approximately 48 miles of water mains ranging in size from three-fourths to 10 inches in diameter. The distribution system is comprised of 10 pressure zones regulated by pressure reducing stations and seven treated water storage reservoirs ranging in size from 200,000 gallons to 1,000,000 gallons. The total water storage capacity is 2.8 million gallons and the reservoirs range from 50 to 20 years old, according to the General Plan. The proposed development is located in Pressure Zone B as shown on Plate 1 of the City's 1998 Master Water Plan.

Water Infrastructure Improvements

In March 2004, Sam Smith City Engineer, reviewed the possibility of staging the water system improvements as indicated in the City's Master Water Plan with various phases of the proposed subdivision development.

However, the developer will be constructing the required improvements with the first phase of development. Improvements include construction of a 12-inch main on the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main in Lake Boulevard, and a ten-inch main to the existing six-inch main at the intersection of Hill Boulevard and Ranchero Road. The subdivision also requires extension of the 12-inch main up Lake Boulevard to the upstream side of the Existing Pressure Reducing Station near the intersection of Buckeye Street and Lake Boulevard.

Mr. Smith estimates that currently the static pressure drops by about 10 PSI during maximum hourly demands in this section of the City. A 1,000 GPM fire flow in the new subdivision during maximum daily domestic demands would probably result in the parcel at the west end of Yellow Pine Avenue being without water unless the identified water distribution system improvements are completed.

Mr. Smith indicated that addition of the required water improvements would greatly improve the existing situation and increase the fire flow at the intersection of Bethune Road and Yellow Pine Avenue. Required improvements identified by Mr. Smith are indicated on Exhibit M.

Sewer Line Extension / Lift Station Improvements

In April 2004, Sam Smith, City Engineer, developed a preliminary staging plan for construction of a new sewage lift station in the Chester Creek service area near the intersection of Ashley Road and Pine Grove Avenue (Exhibit N). This plan superseded an initial report that discussed a staged expansion of Sewage Lift Station 4 located south of Pine Grove Avenue. The lift station could serve the proposed project as well as additional developments to the northwest initially, and could ultimately see a peak wet weather flow of up to 5.3 MGD. Mr. Smith developed a staging plan wherein the initial facility would have a capacity of approximately 1.3 MGD with the capability of being expanded in about 1.0 to 1.8 MGD increments in the future. Impacts to biological and cultural resources within the sewer extension and improvement area are discussed under Section 3 and Section 4.
c) See discussion under Section 7.1c. Any required detention basin would be designed to ensure that adverse environmental impacts do not occur. As discussed under Section 7.7, a comprehensive mitigation plan is required to verify that the required detention areas are mitigated so that impacts would be less than significant. See Mitigation Measure 7.7.

d) A typical single-family dwelling unit in the City of Shasta Lake utilizes 1.125 gallons of potable water per day. An additional 164 dwelling units would generate the need for approximately 184,530 gallons per day, or 265.9 acre-feet per year.

On July 28, 2003, the City was successful in securing an additional long-term water allocation from the Bureau of Reclamation when the Bureau agreed to restore the City's historical allocation of 4,400 acre-feet per year (up from 2,750 acre feet per year). As well, the City recently entered into an agreement with Anderson-Cottonwood Irrigation District for the long-term (40-year) transfer of 2,000-acre-feet to the City of Shasta Lake. An agreement was also recently reached with MCM Properties, inc. for an additional 35-acre-feet bringing the City's total water allocation to 6,750-acre-feet per year. These transfers are subject to environmental review by the Bureau of Reclamation and are anticipated to be approved by the fall of 2005.

The City's Water Master Plan indicates that historically, the annual growth rates in northern California have been quite variable and it is difficult to predict that the current growth trend will continue. However, if the projected average annual growth rate of 2.4 percent does occur and continues until 2021, the City's total annual water need would be about 4,730. This takes into consideration development of the subject property. The Water Master Plan includes future growth projections for different sections of the City. For the subject property, the Water Master Plan projected a total of 250 lots.

Therefore, the required finding can be made that the City has sufficient water supplies available to serve the project from existing entitlements and resources, and no new or expanded entitlements are needed. Even with a decrease of 25% of the City's allocation during an dry year, the City has enough water to supply this project.

e) See discussion under Section 15.2 above. According to the General Plan, the existing plant will reach capacity by about 2014, based on the current rate of growth. The 2005 Wastewater System Master Plan includes expanding the capacity of the Wastewater Treatment Plant from 1.3 MGD to 2.3 MGD in the year 2020. In addition, the City is in the process of conducting an Effluent Disposal Feasibility Study and is looking into the use of reclaimed water for landscape irrigation purposes. There is currently adequate capacity in the Wastewater Treatment Plant to serve the proposed project. In addition, the project is constructing significant wastewater system improvements to serve the proposed project. Impacts will be less than significant.

f) Through an agreement with Shasta County, the Richard W. Curry Landfill south of Igo (about 9.2 miles west of State Highway 273), receives all residential, commercial, and industrial solid waste generated within the City. Reclaimed from a storage volume of approximately 17,000,000 cubic yards with a storage area of 165 acres. The General Plan, the landfill has sufficient capacity to accommodate the disposal of solid waste at least through the year 2017. Therefore, the impact from this project would be less than significant.

g) Solid waste collection and disposal within California is subject to the provisions of the California Integrated Waste Management Act (also known as Assembly Bill 939 [AB 939]). This legislation mandates a 50 percent reduction in the solid waste stream going to landfills by 2000. It also requires the preparation of a Household Hazardous Waste Element that encourages the proper management of household hazardous wastes.

A Source Reduction and Recycling Element (SRR) was prepared for the City of Shasta Lake in 1997. The SRR determined that the City met the requirements of AB 939 and the cleanup legislation. The project's impact will be less than significant.

h) The City of Shasta Lake owns and operates its own electric utility and will provide service to the proposed subdivision. Services to the lots of this subdivision will be underground. The developer will be responsible for the installation of transformer pads; primary and secondary splice boxes; primary and secondary conductors; pole; vaults; and any other necessary structures. All underground construction requirements will comply with the location of these facilities to be determined on the final map has been approved. A PGE electric pole line is located within the boundaries of the subdivision and will be relocated to accommodate the proposed project. With Mitigation Measures 15.3 through 15.8, impacts are less than significant.

i) The City of Shasta Lake owns and maintains water distribution lines within the City of Shasta Lake. The project requires construction of a 12-inch water main to the intersection of Lake Boulevard and West Boulevard, a connection to the existing six-inch main to the intersection of Lake Boulevard and Hill Boulevard, a connection to the existing six-inch main in Lake Boulevard and a ten-inch main to the six-inch main at the intersection of Hill Boulevard and Ranchero Road. The six-inch main in Lake Boulevard is currently a Bureau of Reclamation water main. The subdivision also requires extension of the 12-inch main up Lake Boulevard to the upstream side of the Existing

City of Shasta Lake
2006
Pressure Reducing Station near the intersection of Bueckes Street and Lake Boulevard. Required improvements will be located within existing right-of-way or utility easements. Mitigation Measure 15.1 is included to reduce impacts to a lesser than significant level.

The applicant is required to construct a sewer lift station south of Pine Grove Avenue, east of Asby Road to serve the proposed project as well as extend the sewer line from approximately 1,400 feet east of the Pine Grove Avenue/Asby Road intersection across Lake Boulevard and continuing a distance of approximately 0.5 miles to the northeasterly section of the property. The developer will construct an on-site lift station and force main within the boundaries of the subdivision as shown on the Vesting Tentative Map. With Mitigation Measure 15.1, impacts are less than significant.

Mitigation Measures Relating to Utilities and Service Systems

Mitigation Measure 15.1
Prior to issuance of a Certificate of Occupancy for any dwelling unit, the developer shall complete all water and wastewater improvements determined necessary by the City Engineer to serve the proposed development. The applicant may enter into a reimbursement agreement with the City for which the City would reimburse the applicant for fees collected by the City for future private water and sewer connections.

Mitigation Measure 15.2
Prior to issuance of a Certificate of Occupancy for any dwelling unit, the developer shall complete all electric utility improvements determined necessary by the City Electric Department to serve the proposed development.

Mitigation Measure 15.3
The Developer shall provide any and all easements for City of Shasta Lake's electrical facilities as required (typically, this is a 10-foot bored property lines along streets, 15 feet by 15 feet at transformer locations, and 30 feet by 30 feet at switch locations).

Mitigation Measure 15.4
A note shall be placed on the final map as follows:

a. Eave lines of any proposed structure shall be outside of, or at a maximum, coincidental with, the limits of any public utility easement extending through the lots.
b. No building or structures shall be allowed within any public utility easement.
c. No portable or permanent swimming pool shall be located within any public utility easement.
d. No trees or shrubs exceeding a mature height of 15 feet shall be allowed within the limits of any electric easement.

Mitigation Measure 15.5
The Developer shall not reduce the vertical clearance between the conductors of the City of Shasta Lake's overhead transmission, distribution, or service lines and the ground of improved surfaces thereunder as set forth under General Order 83 of the Public Utilities Commission of the State of California.

Mitigation Measure 15.6
The Developer shall provide unrestricted ingress and egress to the property to the City of Shasta Lake for the purposes of installation, removal, maintenance, operation, inspection or any other required use of its electrical facilities.

Mitigation Measure 15.7
The Developer shall provide adequate protection of the City's overhead and underground, transmission, distribution, and service facilities (poles, towers, boxes, equipment, and the like) from vehicular damage by means of installing protective barriers, as determined by the Public Works and Electric Departments, prior to recording the final map.

Mitigation Measure 15.8
The Developer shall pay the cost for rearrangement, relocation, or removal of any City electric facilities or other public utilities caused by subdivision unit construction, such as grading, street improvements, installation of curbs, gutters, sidewalks, water and sewer installations, and the like, whether inside or outside of the development where such work is a condition of or necessary to serve the development.
15. **MANDATORY FINDINGS OF SIGNIFICANCE**

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact</th>
<th>Mitigation With Impact</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Discussion of Checklist Answers:**

a) As discussed in the Air Quality, Biological Resources, and Cultural Resources sections, the proposed project, as mitigated, does not have the potential to result in significant impacts. With the referenced mitigation measures included, the project does not have the potential to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory.

The Cultural Resources Section concludes that the project does have some potential to eliminate important examples of the major periods of California history or prehistory; while the existence of the linear feature (a segment of the conveyor alignment and Belville Road constructed in the 1940's in conjunction with Shasta Dam) within the project area is the result of an historic undertaking and is associated with events and persons deemed to be locally and regionally important, the physical remains of the site at this location no longer exhibit qualities which might be appropriate to preserve for exhibition purposes or future research. In fact, effect or loss of this segment of the abandoned conveyor belt alignment and adjacent Belville Road have already been mitigated, since the attributes which contribute to eligibility have already been preserved in extensive existing records and documents available publicly. The mitigation measures imposed to require monitoring of trenching and construction of the sewer line would reduce the potential for impacts to cultural resources to a less than significant level.

b) Potential impacts related to traffic and circulation, air quality, soil erosion, biological resources, and archaeological resources are mitigated to a less than significant impact and would not create cumulatively considerable impacts. Air quality and erosion impacts are considered temporary during construction activities and would not result in permanent impacts that would be considered cumulatively considerable. Traffic impacts are mitigated by payment of a traffic impact fee with the construction of each dwelling unit, the fees which are utilized for future construction of roadway improvements once warrants are met with development of other projects. Impacts to biological and archaeological resources are mitigated through avoidance.

c) Air quality and noise impacts are temporary during construction of the project and are mitigated to a less than significant level. Recreational facilities in the form of a walking trail provide local park facilities. Street improvements include sidewalk access to public transportation systems and bicycle lanes at Lake Boulevard providing alternative transportation options for pedestrians and bicyclists. Generally, the construction of single-family homes is not considered to have the potential to cause substantial adverse effects on human beings.
Mitigation Measures Relating to Mandatory Findings of Significance

a) Mitigation Measures 2.1, 2.2, 3.1 through 3.18, 4.1 through 4.4.

b) Mitigation Measures 2.1, 2.2, 3.1 through 3.18, 4.1 through 4.4, 5.1 through 5.7, 14.1 through 14.7.

c) 2.1, 2.2, 10.1.

References:

City of Shasta Lake General Plan
City of Shasta Lake Zoning Code
City of Shasta Lake Subdivision Code
City of Shasta Lake Tree Conservation Ordinance
City of Shasta Lake Grading Ordinance
City of Shasta Lake Floodplain Ordinance
City of Shasta Lake Park System Master Plan, May 2005
City of Shasta Lake Water System Master Plan, January 2004
City of Shasta Lake Wastewater System Master Plan, April 2005
Infrastructure Needs Study for the Summit City and Riddle Road Areas, PACE Engineering, May 1997

Exhibits:

August 15, 2005
Exhibit B: Delineation of Wetlands of the U.S. Including Wetlands North State Resources, Inc., October 26, 2002
Exhibit C: Verification of Wetland Deactivation, U.S. Army Corps of Engineers, June 4, 2003
Exhibit E: Wetland Crossings Exhibit. Duane K. Miller, Civil Engineer, Inc., January 14, 2005
Exhibit F: Delineation of Wetlands of the U.S. Including Wetlands Sewer Extension, North State Resources, Inc.,
July 6, 2005
Exhibit G: Final Tree Survey, Frank S. Borden, Registered Professional Forester #130 January 16, 2006
Exhibit H: Archaeological Inventory Survey, Jensen & Associates, December 19, 2002
Exhibit I: Archaeological Inventory Survey, Sewer Main Extension, Jensen & Associates, November 9, 2004
Exhibit L: Traffic Impact Study. DEW Traffic, August 2, 2005
Exhibit M: Water Distribution Line Exhibit. Sam Smith, PACE Civil, Inc.
Exhibit N: Preliminary Cost Estimates for New Upper Chum Creek Sewage Lift Station, Samuel L. Smith.
PACE Civil, Inc., April 27, 2004

Summary of Mitigation Measures:

Mitigation Measure 1.1

The following design standards shall be implemented into construction plans for dwelling units located at an elevation higher than 870 feet and shall be verified by the Development Services Director or his/her designee prior to issuance of a grading or building permit:

a) Building materials and color schemes shall blend with the natural landscape of earth tones for main and accessory structures, fences and walls. Reflective materials or finishes shall not be used.

b) Proposed structures on lots where the average slope exceeds 10 percent shall be designed to conform to the terrain and small utilize pole, step or other such foundation that requires only limited excavation or fill.

c) No cuts or fills higher than three feet shall be allowed with the exception of those areas shown on the preliminary grading plan dated August 6, 2005.
Mitigation Measure 1.2
All lighting shall be shielded and directed inward onto the project site. New project lighting shall not create light or glare on neighboring properties. Lighting shall be directed away from adjacent roadways and shall not interfere with traffic or create a safety hazard. All outdoor lighting on the project site, except for lighting from fixtures installed on the outside of residences, shall be shielded so that, as a minimum, no light is emitted above a horizontal line parallel to the ground.

Mitigation Measure 2.1
The Developer shall implement Standard Mitigation Measures (SMMs) from the City's Air Quality Element:

a. Streets shall be designed to facilitate pedestrian access to public transit stops.

b. Suspend all grading operations when winds, as instantaneous gusts, exceed 20 miles per hour or as directed by the Shasta County Air Quality Management District (AQMD).

c. Water active construction sites at least twice daily or as needed to control fugitive dust as directed by the Public Services Department.

d. Apply non-toxic soil stabilizers according to the manufacturer’s specification to all grades areas which will be inactive for 10 days or more.

e. Construction activities that could affect traffic flow shall be scheduled for off-peak hours. Heavy truck trips involved in the hauling of soil to the site shall be limited to the hours of 8:00 A.M. to 4:00 P.M., Monday through Friday. Hauling activity may occur on Saturday from 8:00 A.M. to 5:00 P.M. No work is allowed on Sundays.

f. Provide temporary traffic control (flag person), as appropriate, during all phases of construction to improve traffic flow.

g. When construction activity occurs during wet weather, install wheel washers where vehicles enter and exist unpaved roads onto paved roads, or wash off trucks and any equipment leaving the site each trip. Locations of wheel washers shall be identified and approved by the City Public Works Division prior to the issuance of any clearing or grading permits.

h. Sweep streets at the end of the day if visible soil materials are carried onto adjacent paved roads.

i. Cover trucks hauling dirt, sand, soil or other loose materials or maintain at least 2 feet of freeboard (minimum vertical distance between the top of the load and the top of the trailer, in accordance with the requirements of California Vehicle Code 23114).

j. Re-establish ground cover on the construction site through seeding and watering prior to final occupancy.

k. All new wood-burning devices shall be EPA Phase II certified.

l. Provide energy-efficient process systems, such as water heaters, furnaces and boiler units.

Mitigation Measure 2.2
The Developer shall implement the following Best Available Mitigation Measures from the City’s Air Quality Element:

a. Install an electrical outlet at the front and back of all residential units (for electric yard equipment).

Mitigation Measure 3.1
All construction activities shall maintain a minimum 50-foot buffer from the upland edge of all riparian habitat (intermittent streams and seasonal wet meadows), except where the designated roadways and utility infrastructure cross the streams. At the stream crossings, no grading shall be conducted nor shall fill be placed within the high water mark of the stream. Construction of the foundations and the placement of the arched culverts shall be completed without placing fill within the creek. All fill and grading at stream crossings will occur on top of the arched culverts without exceeding the upstream or downstream length of each arched culvert. These buffer areas shall be designated in the field by flagging and temporary fencing. No piling or storage of construction equipment or materials shall be conducted within the buffer zones. These provisions shall be detailed in all construction plans provided to contractors and shall be posted on site and available for inspection by the City.

Mitigation Measure 3.2
No direct impacts (i.e., discharge of dredged or fill material) to potentially suitable habitat for listed vernal pool crustaceans shall be allowed, unless complete avoidance is demonstrated to not be practicable, as determined by the City Engineer. In the event that complete avoidance of direct impacts is demonstrated to not be practicable, no direct impacts to potentially suitable...
Mitigation Measure 3.3
The following Best Management Practices (BMPs) shall be applied to the project:

a. Site fencing or straw bale sitation barriers shall be installed between all waters of the United States and the construction area.

b. If lubricating gel is needed during the drilling process, it shall be a bentonite gel that contains no hydraulic.

Mitigation Measure 3.4
Trenching, staking and bedding shall be conducted during the dry summer months, between June 15 and October 15.

Mitigation Measure 3.5
Construction of the 6-foot-wide opening of Detention Basin 3 located at the southeastern corner of the project site shall be excavated by hand to provide connection to the seasonal wet meadow. No heavy equipment shall be used in the construction of the entirety of this connection. A qualified biologist shall be retained at the expense of the applicant and shall be present on site to observe that the hand digging of Detention Basin 3 does not result in fallout of materials into the wetland or other damage to the wetland. The biologist shall prepare a written certification that they have observed the construction of Detention Basin 3 for submittal to the City prior to issuance of the Final Map.

Mitigation Measure 3.6
Impacts to Central Valley Steelhead and other listed salmonid species as a result of trenching through perennial creeks shall be avoided by boring the water main under the perennial creek and avoid any impacts to the streambed itself. Should trenching through the perennial creek be the only viable option, consultation with NOAA Fisheries shall be conducted to develop an approach that would minimize potential impacts to Central Valley steelhead and other listed salmonid species to acceptable levels.

Mitigation Measure 3.7
Prior to issuance of a grading permit, the Applicant shall submit to the City confirmation from the California Fish and Game that all permitting requirements have been met. This shall include, but not be limited to, issuance of a Streambed Alteration Agreement.

Mitigation Measure 3.8
The requirements of the Regional Water Quality Control Board shall be met prior to issuance of a grading permit, including, but not limited to, coverage under the General Construction Stormwater Permit (Order No. 99-08-DWG), submittal of a Storm Water Pollution Prevention Plan (SWPPP) and issuance of Section 401 Water Quality Certification. The Storm Water Pollution Prevention Plan shall be prepared by a Registered Civil Engineer and shall demonstrate how water quality impacts from construction and development will be properly treated to prevent sitation to downstream waters and to remove pollutants such as oil, grease, and garbage from the downstream discharge of stormwater, particularly during the first season storms. These methods shall be provided to the satisfaction of the City Engineer.

Mitigation Measure 3.9
If construction occurs within the nesting period (March – July), within the project site, the Developer shall retain a qualified wildlife biologist to conduct a survey for nesting raptors prior to any construction activity (i.e., grading). Active raptor nests located within 500 feet of construction activities, where practical and feasible, shall be mapped.

Mitigation Measure 3.10
During the nesting period (March – July), if active raptor nests are located in or within 500 feet of an active or scheduled construction activity area, then appropriate buffer zones shall be established in consultation with the California Department of Fish and Game. Construction activities shall be prohibited within this buffer zone until the end of the nesting season (late July / early August), or until the young have fledged. A qualified wildlife biologist shall monitor the nest to determine when the young have fledged and submit weekly reports to the CDFG and City throughout the nesting season.

Mitigation Measure 3.11
Identified nest trees may only be removed prior to the onset of the nesting season (March), or after young have fledged (late July to early August).

Mitigation Measure 3.12
Prior to the start of any clearing, excavation, construction or other work on the site, trees designated for preservation that are located outside of any existing or required open space easement or dedication shall be clearly delineated in the field.

City of Shasta Lake
2006
Mitigation Measure 3.13
Where the approval of a proposed development or other site work will result in encroachment within the drip line of a protected tree, special measures shall be incorporated to allow the roots to obtain oxygen, water, and nutrients.

Mitigation Measure 3.14
Prior to issuance of a grading permit, the engineered final grading plan for the subdivision shall be reviewed and approved by an arborist or other qualified professional, as determined by the Development Services Director, to evaluate and recommend measures necessary to minimize impacts to trees remaining on the property during grading activities.

Mitigation Measure 3.15
No storage of materials or substances that may be harmful to trees shall occur within the drip line of any protected tree.

Mitigation Measure 3.16
Pursuant to Chapter 12.36 of the City’s Tree Conservation Ordinance, a minimum of three 15-gallon trees shall be planted per parcel, prior to issuance of a Certificate of Occupancy (a total of 492 15-gallon trees for 164 parcels).

Mitigation Measure 3.17
In addition to the tree planting requirements specified in Mitigation Measure 3.13, fifteen gallon trees shall be planted for each protected tree removed that exceeds ten inches DBH (a total of 1,783 15-gallon trees for 556 protected trees removed) unless the Planning Commission, after a different tree-planting requirement, pursuant to Municipal Code Section 12.36.070(B), upon a finding that the alternate standard is consistent with the intent of the Tree Conservation Code (Municipal Code Chapter 12.36),

Mitigation Measure 3.18
The species of any tree used for replacement pursuant to this section shall be suitable to the city’s climate zone and be suitable with consideration of any site specific limitations. The use of native shade trees is preferred but not required. A list of trees that are suitable to the area is included as Appendix B to the Tree Conservation Ordinance. The replacement tree shall be planted in a manner that is recognized as standard accepted practice unless a specific method is prescribed by an arborist.

Mitigation Measure 4.1
An archaeological site monitor shall be on site during trenching and related construction activity south of the southern boundary of the site CA-SHA-2879 for the purpose of ensuring that any inadvertent discoveries of previously undocumented cultural material representing primary deposit are evaluated and that an appropriate level of data recovery is undertaken in the event of such a discovery. The City Development Services Director shall be notified a minimum of 48 hours in advance of any construction activities and shall be provided with the name and contact information of the site monitor.

Mitigation Measure 4.2
Prior to issuance of a grading permit, representatives of the Winn Tribe and other interested Native American Tribes shall be notified to allow the Tribes to provide their own on-site cultural resource monitor(s) during grading and construction activities. The Developer shall allow on-site access to designated Native American representatives for the purpose of cultural resource monitoring.

Mitigation Measure 4.3
If, during the course of development, any archaeological, historical, or paleontological resources are uncovered, discovered, or otherwise detected or observed, construction activities in the affected area shall cease and a qualified archeologist shall be contacted to review the site and advise the City of the site’s significance. If the Development Services Director deems the findings significant, appropriate mitigation shall be required prior to any resumption of work on the project.

Mitigation Measure 5.1
Prior to any land clearing or grading work, the applicant shall obtain a Grading Permit from the Development Services Department and submit a grading, drainage, and erosion control plan for approval by the City in accordance with the City Grading Ordinance and Appendix Chapter 33 of the 2001 California Building Code (Excavation and Grading). All required grading, drainage, and erosion control plans shall be prepared by a Registered Civil Engineer and shall be submitted for review and approval by the City Engineer in consultation with the Planning Division.

City of Shasta Lake
2006

July 20, 2010
115
Mitigation Measure 5.2
During construction, the developer shall follow all approved erosion and sediment control plans, follow Best Management Pollution Prevention Practices, and shall maintain required erosion and sediment control measures during all phases of the subdivision's development.

Mitigation Measure 5.3
Prior to issuance of a grading permit, a detailed Geotechnical Study shall be completed by a certified engineering geologist or other qualified professional for areas that will support pavement or foundations in conjunction with detailed engineering design to approximate boring, soil and fault information. To prevent soil and foundation stability problems associated with constructing the subdivision improvements and the project dwellings, the applicant shall implement recommendations contained in the final Geotechnical Study.

Mitigation Measure 5.4
The engineered final grading plan, improvement plans, and foundation plans and specifications for the subdivision shall be reviewed and approved by the project geotechnical engineer prior to submission of the improvement plans to the City Engineer to evaluate that recommendations contained in the final Geotechnical Study have been properly interpreted and implemented during design.

Mitigation Measure 5.5
All site earthwork activities (including site preparation, placement of engineered fill and trench backfill, construction of slab and pavement subgrades, and all foundation excavations) shall be monitored by the geotechnical engineer as recommended in the final Geotechnical Study. All geotechnical inspections shall be arranged by the applicant at the applicant's expense. Detailed written inspection reports shall be provided to the City following each inspection.

Mitigation Measure 5.6
Soils shall be stabilized as determined by the geotechnical engineer to eliminate the potential for liquefaction or to control its effects (e.g., removal and replacement of liquefiable soils, in-situ stabilization by grouting, densification, or desiccation buttressing of lateral spread zones).

Mitigation Measure 5.7
During final engineering design, the area and thickness of expansive soils shall be evaluated. Measures that mitigate for expansive soils will be incorporated into the construction documents. These measures may include replacement of soils, treatment with lime, or supporting of structures on deep foundations, as determined appropriate by the geotechnical engineer.

Mitigation Measure 6.1
Materials needed for clean up of spills shall be on-site at all times. This could include absorbent materials, dilution materials, catchment containers and other materials.

Mitigation Measure 6.2
Absorbent materials shall be used or small spills rather than hosing down or burning the spill. The absorbent material shall be promptly removed and disposed of properly.

Mitigation Measure 6.3
Fueling construction equipment shall be done at a fixed fueling station to reduce the area exposed to fuel spills from overlapping fuel tanks.

Mitigation Measure 6.4
On-site vehicles and equipment shall be regularly inspected for leaks and repaired immediately.

Mitigation Measure 6.5
If vehicle and equipment maintenance must occur on-site, it shall be done in designated areas, located away from drainage courses, to prevent the run-off of storm water and the runoff of spills.

Mitigation Measure 6.6
All fuels, lubricants, oil containers and other hazardous materials shall be stored in suitable containers and kept inside a catchment basin. All used engine oils shall be recycled or disposed of properly.

Mitigation Measure 6.7
No equipment washdown, refueling, or regreasing can be done in or proximate to Nelson Creek, Chum Creek, street gutters, or other water conveyance features.

Mitigation Measure 6.8
A vegetation management/fire-fuel reduction plan (Plan) shall be prepared and submitted for approval by the Shasta Lake Fire Protection District and Development Services Director in conjunction with subdivision improvement plans. The Plan shall address the entire subdivision site and as necessary, adjacent open space areas, and shall be prepared by a registered professional forester or other qualified professional.
The objectives of the plan shall be to reduce fire fuel loads to establish an adequate fire-safety buffer between residential development and the adjacent open space areas. Prior to the recording of the final map, all required fuel reduction work shall be completed as prescribed by the approved Plan. Ongoing maintenance of the subdivision’s fire-fuel management shall be the responsibility of a City-approved funding/maintenance mechanism.

**Mitigation Measure 5.9**
All flag lot driveways shall be paved or chip-sealed to provide for a minimum of one 16-foot-wide traffic lane with a total width of 18 feet capable of supporting a minimum of 40,000 pounds. Driveways shall provide access to within 50 feet of all structures on each parcel.

If the driveway exceeds 150 feet in length, an approved turnout shall be provided near the midpoint of the driveway. If the driveway exceeds 200 feet in length, an approved turnaround shall be provided within 50 feet of all structures on the parcel. Alternative designs for the driveway may be approved as determined appropriate by the City Engineer and the Shasta Lake Fire Protection District.

**Mitigation Measure 5.10**
Fire hydrants shall be installed with the type and location of each to be pre-approved by the Shasta Lake Fire Protection District. All required hydrants shall be in service prior to approval of the final map and shall be consistent with standards set forth by the City.

**Mitigation Measure 7.1**
Prior to the recording of the Final Map, a final drainage plan shall be prepared for the subdivision and off-site improvements by a Registered Civil Engineer to determine how drainage will be properly managed as the individual parcels are developed, and the necessary locations and size of common storm water detention facilities, drainage easements, and access easements for maintenance. The methods shown shall not adversely affect adjacent or downstream properties. Storm drainage facilities shall be sized and installed in accordance with the subdivision improvement plans as approved by the City Engineer, and in accordance with the construction standards of the Public Works Department. Detention basins shall be fenced, screened or designed such that safety fencing may not be required. The fence requirement may be eliminated only if alternate safety provisions are provided as reviewed and approved by the City Engineer and Development Services Director.

**Mitigation Measure 7.2**
Prior to issuance of a grading permit, the developer shall provide to the City documentation prepared by a licensed engineer verifying that road and utility improvements constructed with a 100-year floodplain do not adversely affect the carrying capacity of areas where base flood elevations have been determined but a roadway has not been designated. The cumulative effect of the proposed development when combined with all other existing and anticipated development shall not increase the water surface elevation of the base flood more than one foot at any point. The sewer lift station at Pine Grove Avenue and Ashby Road shall be constructed pursuant to Municipal Code Sections 15.04.050 (C) and shall be certified by a registered professional engineer that the standards of this subsection are satisfied. In addition, all new sanitary sewer and water systems shall be designed to minimize or eliminate infiltration of food wastes into the systems and discharge from the systems into food waters pursuant to Municipal Code Section 15.04.170.

**Mitigation Measure 8.1**
A rezone from Undeveloped (U) to Single-Family Residential (R-1-BSM) shall be approved by the City Council pursuant to established procedure prior to recording of the final map.

**Mitigation Measure 8.2**
Any existing property line that must be deleted or relocated to create the approved subdivision shall be clearly delineated and noted on the final map or shall be processed through a separate Property Line Adjustment (PLA) application. If processed under a separate application, the PLA documents shall be recorded prior to recording of the final map.

**Mitigation Measure 10.1**
During construction, the developer shall comply with the following time periods established for construction activities. Construction activities shall not occur outside of the following established limits unless approved by the City under special circumstances:

a. Monday through Friday: 7:00 A.M. – 7:00 P.M.
b. Saturday: 8:00 A.M. – 5:00 P.M.
c. Sunday: No construction activities allowed.

Special circumstances include the need to complete construction along public roadways or within public utilities to ensure continued services or safe conditions. Such exceptions shall be approved prior to commencement of the work.
Mitigation Measure 12.1
Prior to recordation of the Final Map, the developer shall work with the City to establish a Services Community Facilities District to provide for long-term financing of additional law enforcement personnel. The Developer shall pay a proportionate share of fees associated with formation of the district to be determined by written agreement between the City and Developer as reviewed and approved by the City Attorney.

Mitigation Measure 12.2
Prior to recordation of the final map for any parcel of the subdivision, the Applicant shall pay an irrevocable fee for park and recreation purposes in the amount of twenty-five dollars ($25.00) per lot, pursuant to Section 18.05.100.C of the Shasta Lake Subdivision Code.

Mitigation Measure 12.3
Prior to issuance of a Certificate of Occupancy for any dwelling unit, the developer shall complete all on-site and off-site water and wastewater system improvements determined necessary by the City Engineer to serve the proposed development.

Mitigation Measure 12.4
Prior to recordation of the final map, the developer shall dedicate a 10-foot wide public access easement at the northeast corner of the property for trail access to public property to the north. The access easement shall be constructed to City Standards (Standard Detail 635.02). The remainder of the abandoned Belkline Road shall remain open for use as a walking trail. Maintenance of the trail shall be covered under a homeowners' association or other funding mechanism acceptable to the City.

Mitigation Measure 14.1
Roadways within the subdivision boundaries and off-site roadways connecting to Lake Boulevard shall be improved to City Standards as shown on the Vesting Tentative Map. All roadways shall be constructed with curb, gutter and sidewalk on both sides of the street, with the exception of Off-Site Road A which shall include curb and gutter on both sides of the street with sidewalk only on the north side. Drainage and utility facilities shall be incorporated into the final design as reviewed and approved by the City Engineer and Development Services Director. A landscape plan prepared by a licensed landscape architect shall be provided for any proposed street trees and/or landscaping. Construction of all improvements shall be completed and bonded for prior to filing the final map.

Mitigation Measure 14.2
The Developer shall install all street signs (with the City approved road name, traffic direction devices, warning and regulatory signs, quadrants, billboards and other similar devices where required) by the Public Works Department or City Engineer. This shall include the installation of stop signs at the intersections of Road A and Road B (Road R and I on Vesting Tentative Map) at Lake Boulevard as shown in Appendix G, Figure G1, of the Traffic Study prepared by DEW Traffic.

Mitigation Measure 14.3
The improvement plans for the subdivision shall reflect street improvements at the intersection of Road A and Road B (Road R and I on Vesting Tentative Map) at Lake Boulevard as shown in Appendix G, Figure G1, of the Traffic Study prepared by DEW Traffic.

Mitigation Measure 14.4
Emergency secondary access shall be provided as shown on the Vesting Tentative Map. This shall include gates access at the northern and southern boundaries of the site at old Belkline Road. Secondary access at north old Belkline Road shall be provided at the time of issuance of any building permits for dwelling units as reviewed and approved by the Shasta Lake Fire Protection District. Full secondary permanent access shall be constructed to City standards after 49 dwelling units have been issued Certificates of Occupancy pursuant to the approved improvement plans for the subdivision.

Mitigation Measure 14.5
The Gateway Unified School District (GUSD) and Redding Area Bus Authority (RABA) shall be consulted during the preparation of improvement plans for the subdivision to determine if bus stops are needed and if so, their location and appropriate design. If GUSD and/or RABA determines that a bus stop is needed, it shall be designed and constructed along with the other required road improvements. The Public Works Department and the California Highway Patrol shall also be consulted in establishing the appropriate location of any required school bus stop.

Mitigation Measure 14.6
Street lighting shall be installed within the subdivision and on Lake Boulevard at the intersections of Road R and Road I required by the City Electric Department including conduits, boxes, posts, poles, mast arms, fixtures, and bases. Lighting improvements shall be included on the improvement plans for the project.
Mitigation Measure 14.7
At the time of issuance of a building permit, the applicant shall pay a Traffic Impact Fee in the amount of $1,177 per dwelling unit.

Mitigation Measure 15.1
Prior to issuance of a Certificate of Occupancy for any dwelling unit, the developer shall complete all water and wastewater improvements determined necessary by the City Engineer to serve the proposed development. The Applicant may enter into a reimbursement agreement with the City for which the City would reimburse the Applicant for fees collected by the City for future private water and sewer connections.

Mitigation Measure 15.2
Prior to issuance of a Certificate of Occupancy for any dwelling unit the developer shall complete all electric system improvements determined necessary by the City Electric Department to serve the proposed development.

Mitigation Measure 15.3
The Developer shall provide any and all easements for City of Shasta Lake’s electrical facilities as required. (Typically this is 10 feet behind property lines along streets, 15 feet by 15 feet at transformer locations, and 30 feet by 30 feet at switch locations).

Mitigation Measure 15.4
A note shall be placed on the final map as follows:

a. Eave lines of any proposed structure shall be outside of, or at a maximum, coincident with, the limits of any public utility easement extending through the lots.

b. No building or structures shall be allowed within any public utility easement.

c. No portable or permanent swimming pool shall be located within any public utility easement.

d. No trees or shrubs exceeding a mature height of 15 feet shall be allowed within the limits of any electric easement.

Mitigation Measure 15.5
The Developer shall not reduce the vertical clearance between the conductors of the City of Shasta Lake's overhead transmission, distribution, or service lines and the ground of improved surfaces thereunder as set forth under General Order 95 of the Public Utilities Commission of the State of California.

Mitigation Measure 15.6
The Developer shall provide unrestricted ingress and egress to the property to the City of Shasta Lake for the purposes of installation, removal, maintenance, operation, inspection or any other required use of its electrical facilities.

Mitigation Measure 15.7
The Developer shall provide adequate protection of the City's overhead and underground, transmission, distribution and service facilities (poles, towers, boxes, equipment, and the like) from vehicular damage by means of installing protective barriers, as determined by the Public Works and Electric Departments, prior to recording the final map.

Mitigation Measure 15.8
The Developer shall pay the cost for rearrangement, relocation, or removal of any City electric facilities or other public utilities caused by subdivision unit construction, such as grading, street improvements, installation of curbs, gutters, sidewalks, water and sewer installations, and the like, whether inside or outside of the development where such work is a condition of or necessary to serve the development.
SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is entered into by and between the City of Shasta Lake ("City"), Mountain Properties, Inc. ("Mountain") and Greg L. Watkins ("Watkins") with regard to the following recitals of fact.

WITNESSETH

WHEREAS, on or about October 17, 2006, City adopted a mitigated negative declaration and approved Mountain's application for Subdivision Map, SD 04-01 ("Subdivision"), and Zoning Application, Z 04-02 ("Rezoning"); the Subdivision and Rezoning are collectively referred to herein as the "Project"; and

WHEREAS, on December 22, 2006, Watkins filed his Verified Petition for Writ of Mandate; Complaint for Injunction; and Attorney's Fees regarding the Project ("Civil Action"); and

WHEREAS, in Watkins' Verified Petition he alleged, among other things, that sufficient mitigations were not incorporated into the Project to reduce to a level of insignificance the impact of the Project; and

WHEREAS, City has and continues to maintain that it conducted the environmental review and permitting process in full compliance with all applicable laws, rules and regulations and there was no inadequacy, irregularity or impropriety which would invalidate the process. Mountain and Watkins negotiated and reached agreement on the essential terms of this agreement. Mountain has requested City Council to approve this agreement and permit the changes to the subdivision as set forth in this agreement. The concurrence of the City in this Settlement is not intended to be and should not be interpreted as an expression by the City that any irregularity occurred in the processing and approval of the Project.

WHEREAS, City, Mountain and Watkins have agreed to settle the Civil Action on the terms provided herein, with the understanding that neither City nor Mountain have
acknowledged that the processes resulting in the approval of the Project was deficient, inadequate or in any other way contrary to law.

NOW, THEREFORE, the undersigned do hereby agree as follows:

1. **MAP.** Attached as Exhibit A is a copy of the Subdivision, titled Vesting Tentative Map for Mountain Properties, Inc.¹

2. **DENSITY.** The density of the Subdivision in its southerly portion shall be subject to reduction. Prior to the Project being approved, it was asserted that there was a wetland in the general area of the intersection of Road I and Road H. City approved the project based upon the prior wetlands delineation of the Army Corps of Engineers ("ACOE") which did not affirm the existence of a wetland in that area. If by the time the intersection of Roads I and H has been constructed, ACOE has determined that there exists a wetland in that area and such determination results in the loss of at least two residential lots in the southerly portion of the Subdivision, then there shall be no further reduction in density. However, in the event ACOE makes no such determination then, provided there has been an abandonment of the 30' road and utility easements across the southerly boundary of the Subdivision, Mountain shall combine Lots 1-10 into eight residential lots, none of which shall be less than 14,250 square feet. The 30' easements are referenced in two recordings with the Shasta County Recorder's Office being at 1214 OR 608, and 1211 OR 595. If by December 31, 2007, all property owners other than Mountain, who have an interest in the easements, have not executed whatever documents are required by Placer Title Company in order to extinguish the owners' interests in the easements, then this condition shall no longer have any force or effect.

3. **TRAIL & EMERGENCY USE OF BELTLINE.**

   (a) **Current Conditions.** This provision pertains to emergency and trail usage of Beltline Road. The following Subdivision conditions relate to these issues:

¹The map is three sheets, but as Sheet 3 is the Preliminary Grading Plan, which is not affected by this Settlement, only Sheets 1 and 2 are attached.
"73. Prior to recordation of the final map, the developer shall dedicate a 10'-wide public access easement at the northeasterly portion of the property for trail access to public property to the north. The access easement shall be constructed to City Standards (Standard Detail 635.00). The remainder of the abandoned Beltline Road shall remain open for use as a walking trail. Maintenance of the trail shall be covered under a homeowner's association or other funding mechanism acceptable to the City."

"77. Emergency secondary access shall be provided as shown on the Vesting Tentative Map. This shall include gated access at the northern end and southern boundaries of the site at old Beltline Road. Secondary access at north old Beltline Road shall be provided at the time of issuance of any building permits for dwelling units as reviewed and approved by the Shasta Lake Fire Protection District. Full secondary permanent access shall be constructed to City standards after 49 dwelling units have been issued Certificates of Occupancy pursuant to the approved improvement plans for the subdivision."

(b) **Exchange with BLM.** Mountain is in the process of attempting to acquire, by exchange, several parcels of property from the U.S. Bureau of Land Management ("BLM"). The parcel ("Abutting Property") immediately adjacent to its northeast corner, across which Beltline Road currently crosses, is one of these parcels.

(c) **Emergency Access / Break-A-Way Gate.** Upon the entry of this Settlement by the Shasta County Superior Court, the locked gate at the north boundary of the property across Beltline Road shall be unlocked for the sole purpose of allowing emergency secondary egress for residents in the Flanagan Road area. However, Mountain may construct a "Break-A-Way" gate as defined by the County of Shasta to allow for emergency egress, if the City Council determines that the road is being used to facilitate trespass, dumping or other improper activities on its property. Prior to the recordation of a map for the first phase of the Subdivision, Mountain shall maintain that the right to emergency egress shall be pursuant to a
license. It is acknowledged that Watkins has maintained that historical use of Beltline Road has ripened into an easement for passage and recreational purposes and that such rights continue to present and existed before March 4, 1972.

In the event that the BLM exchange is finalized, Mountain shall be entitled to realign Beltline Road across the Abutting Property, provided that the current intersection of Beltline Road and Flanagan Road is moved no further than 100' easterly of its current intersection and that the location between lots 10 & 11 remains.

At recordation of a final map an eighteen (18') foot emergency easement shall be recorded between lots 10 & 11, subject to possible termination as set forth in the following paragraph.

If at any time in the future acceptable replacement emergency secondary egress for the Flanagan Road/North Beltline intersection area is constructed to Lake Boulevard and approved by the Shasta Lake Fire Protection District, or any other successor fire district having jurisdiction over emergency activities, and agreed to by the City Council, the use of Beltline Road for emergency secondary access across the Subdivision shall terminate. Affected Flanagan Road residents shall be notified prior to any change in emergency routes.

(d) **Beltline Road as Horse Trail.** Nothing in this Settlement shall preclude the use of the Beltline Road as a horse trail. If, however, at any time in the future City determines to preclude horses on Roads B & C, then Mountain shall have the option of rerouting the horse trail easement across the Abutting Property to the east of what is now shown as Lots 4, 5 and 6 of Unit 1. As with the pedestrian trail easement, any relocated easement for horses shall be 10' wide. Such relocated easement for horses shall not be gated.

(e) **Tolling.** Watkins has maintained that an easement by prescription or otherwise, has been obtained for the public use of Beltline Road and that that use would extend for horse as well as off-road vehicle usage. City and Mountain have maintained that no such rights exist. From the time of entry of this Settlement with the Court, the time period (if any still
remains) for commencing an action to quiet title or otherwise attempt to affirm usage rights of Beltline Road shall be tolled.

4. **CONTRIBUTION TOWARD REPAIR OF EARTHEN DAM.** Attached as Exhibit B is a map showing the property immediately adjacent to the southeast portion of the Subdivision. This is the property over which Road I connects to Lake Boulevard. There is depicted immediately south of Road I a seasonal pond with an earthen dam at the south end of the seasonal pond.

During approval of the Project, City made no finding that there would or would not have been any environmental impact to the earthen dam caused by the Subdivision. The earthen dam is less than nine feet high and has two approximately 24" culverts located approximately three feet from its top. Watkins has maintained that the culverts are not functioning properly; the earthen dam has overtopped; and, without remediation, it will fail at some time in the future; and such failure could be the result of impacts from the Subdivision. Mountain disputes that the Subdivision could have any impact on the dam.

It is agreed that at the time of the recordation of the final map for the first phase of the project, Mountain shall provide to Watkins the sum of $25,000 which may be utilized, if Watkins so desires, to undertake any or all of the work to the spillway and/or 24" culverts, as referenced in the next paragraph (said work shall collectively be referred to as "Dam Work"). The $25,000 shall be given to Watkins who shall decide what, if any, of the Dam Work shall be undertaken. Any of the funds not expended by Watkins shall be retained by him. Any work undertaken by Watkins shall be done in coordination with and consent by City.

Attached as Exhibit C is a report by Hydmet, Inc., dated March 1, 2007, referencing the subject pond and depicting a spillway to be constructed of dimensions no greater than 25' wide by 60' long. If Watkins elects to undertake any of the Dam Work, the specific dimensions need to be agreed upon by the City. The 24" culverts may be repaired by erecting a concrete headwall around the culvert inlets and inserting a PVC liner into each culvert. As with the spillway, any modification to this method of repairing the culvert shall require the written consent of Watkins and City.
Watkins shall be responsible for the cost of any required reports and/or studies deemed necessary by City, and from which City is not exempt, in completion of the required CEQA documents, including but not limited to a biological survey including wetlands delineation. Watkins shall be responsible for permit costs associated with any state or federal agency, including but not limited to Regional Water Quality Control Board, U.S. Army Corps of Engineers, and Department of Fish and Game.

At Watkins expense, City will coordinate required permit applications with state and federal agencies when it is determined that a permit is required. City shall waive all City fees which may be associated with the work.

Mountain shall have no responsibility or liability for the Dam Work other than the contribution of the funds referred to herein.

5. **TRIANGLE.**

(a) **Grading.** On Sheet 1 of Exhibit A, there is a triangular portion of Mountain's property bounded on the west by Beltline Road; the north by Road R; and the east by Mountain's property line. This portion shall be determined as the "Triangle." On the recordation of a final map for the first unit of the Subdivision, Mountain and City shall cause a lot line adjustment to be recorded and processed, with no City fees being charged to Mountain, whereby the ownership of the Triangle shall be transferred to City.

Watkins believes there is an approximate two-acre portion of the Triangle which would be suitable for future recreational purposes if it was brought to a more level grade. Subject to City's consent, and further subject to City's determination that there is no public purpose as provided in the following paragraph, Mountain shall provide up to two (2) days labor of earthmoving equipment and operator for grading the Triangle to the specifications of the City.

Within three months after the entry of this Settlement by the Court, the City Council of City ("Council") shall meet on-site with Watkins to determine conceptually whether there is sufficient public purpose served in developing the Triangle. If City, in its sole and unfettered
discretion, determines that there is no public purpose, then the lot line adjustment shall occur and nothing else.

(b) **Triangle Culverts.** On the Triangle it is noted that there are two 18" culverts located under Beltline Road (depicted on Sheet 1 of Exhibit A). If the repair or replacement of these two 18" culverts is approved by City, Mountain shall pay for the actual work to repair or replace these culverts. If extension of the culvert is requested by City, Mountain shall pay for the actual work in an amount not to exceed $3,000. Mountain shall not be responsible for obtaining any permit from any agency which might have jurisdiction over these activities. Such work would be done by City at Mountain's expense.

6. **WATKINS’ FEES.** Within ten days after the entry of this Settlement by Shasta County Superior Court, Mountain shall pay to Watkins, his heirs or assigns, the sum of $10,000, and then on the recorodation of a map for the first phase of the project it shall pay an additional $7,500, said sums being as reimbursement for Watkins’ costs in bringing this action.

7. **SIGNAL CONTRIBUTION.** As part of the City Council's consideration of the Subdivision, there was reviewed the DEW Traffic Draft Traffic Impact Study, Mountain Properties Residential Development, dated August 2, 2006. This was augmented by DEW Traffic's May 1, 2007 Memorandum (attached as Exhibit D), which estimates improvements to this intersection at $400,000 ($100,000 for Advance Flasher and $300,000 for Traffic Signal). Mountain’s share of those improvements is $87,600 (21.9%) based on the percentages provided by DEW Traffic. City agrees that out of each traffic impact fee paid per dwelling unit, there shall be set aside the sum of $534.15 toward the future signalization.

8. **WATKINS’ ACCEPTANCE OF PROJECT.** On the entry of this Settlement by the Shasta County Superior Court, Watkins agrees that he shall take no further action to attack any entitlement applied for, be it an amendment of the Project, development agreement, or entitlement from another governmental agency which is sought in order to complete the Subdivision. Provided, however, that Watkin’s waiver is conditioned upon Mountain seeking no increase in density for the Subdivision. Watkins specifically reserves the right to assert a community need for the continued public access, along the Beltline Road, north of the Project.
toward Shasta Dam. However, Watkins shall not oppose any effort by Mountain to relocate any trail over any property which Mountain or any of its affiliates might obtain from BLM by way or exchange or which Mountain or any of its affiliates currently owns; provided that any relocation must result in sufficient public access being preserved.

9. **ADMINISTRATIVE MODIFICATION.** It is agreed that any condition of the Project which needs to be modified in order to implement this Settlement may be done so administratively by City's Planning Director.

10. **MUTUAL RELEASE OF CLAIMS.** Upon the entry of this Settlement, Watkins, Mountain and City do hereby release and forever discharge each other from and waive any and all claims, demands, controversies, actions, causes of action, obligations, damages, liabilities, costs and expenses of any nature whatsoever, whether at law or in equity, that any of them might have had against any of the others or their predecessors, successors, assigns, representatives, directors, officers, Council members, agents, employees, attorneys and affiliated corporations and entities (the "Released Parties") that arise out of any of the facts in existence at the time of the entry of this Settlement, including, but not limited to, the subject matter of the Civil Action, including but not limited to, the construction and development of residential housing and related infrastructure as part of the Project. Watkins, Mountain and City further agree not to commence, maintain, continue or voluntarily assist in any way in the prosecution by any other person or entity of any claim (whether by litigation, arbitration, or any other means) against any of the Released Parties relating to any matter waived or released by this Settlement.

11. **WAIVER OF UNKNOWN DAMAGES.** Each Party understands that it may have sustained damages that arise or may arise out of or related to the subject matter of the Civil Action that may not have manifested themselves and are presently unknown. The waivers and releases in this Settlement include waivers and releases of any claims for those damages. The waivers and releases in this Settlement also include waivers and releases of any other claims for unknown or unanticipated injuries, losses, or damages arising out of or relating to the subject matter of the Civil Action. Each party waives all rights or benefits it has or may have under Section 1542 of the Civil Code of the State of California to the extent it would otherwise apply. Section 1542 reads:
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

12. **WAIVER OF COSTS.** Except as described in Section 6 of this Settlement, the waivers and releases in this Settlement include waivers and releases of any claims for costs, expenses, and experts' and attorney's fees incurred in or arising out of the prosecution or defense of the Civil Action.

13. **NO ADMISSION OF LIABILITY.** Neither the transfer of any consideration, the doing of any of the actions referred to in this Settlement, nor anything else contained in this Settlement shall be construed to be an admission of liability on the part of any of the Parties or of merit of any of the claims asserted by any of the other Parties. The Parties deny all such claims.

14. **JUDGMENT.** This Settlement Agreement shall be entered in the Shasta County Superior Court as part of a judgment dismissing and denying the Petition for Writ of Mandate.

15. **COUNTERPARTS.** This Settlement Agreement may be signed in one or more counterparts, all of which, when taken together, will represent the original.

"CITY"  

City of Shasta Lake

By:  

Bonnie Hurlhey, Mayor

Approved as to form:

By:  

John S. Kenny, City Attorney
"MOUNTAIN"

Mountain Properties, Inc.,
a California corporation

By: ____________________________
   Leonard Bandell, Vice President

Approved as to form:

By: ____________________________
   Brett S. Jolley, Attorney for Mountain

"WATKINS"

Greg L. Watkins, In Pro Per
"MOUNTAIN"

Mountain Properties, Inc.,
a California corporation

By: ________________________

Leonard Bandell, Vice President

Approved as to form:

By: ________________________

Brett S. Jolley, Attorney for Mountain

"WATKINS"

Greg L. Watkins, In Pro Per
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Formula</th>
<th>Calculation</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. WATER</td>
<td>Water Capacity Charge</td>
<td>$4,343.67 X _______ Meters</td>
<td>11-770</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td>Water Service Connection and Meter Charge</td>
<td>$1,160.00 per 5/8&quot; / 3/4&quot; Meter X _______ Meters</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meter Only (Existing service lateral or installed by developer)</td>
<td>$60.00</td>
<td>01-720</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td>Water Distribution Main Charge</td>
<td>Parcel Front Footage _______ Feet X $16.00</td>
<td>01-720</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:</td>
</tr>
<tr>
<td>II. SEWER UTILITY</td>
<td>Capacity Charge – Collection System</td>
<td>$1,265.88 X _______ SFEC</td>
<td>33-770</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td>Capacity Charge – Treatment Plant</td>
<td>$4,457.76 X _______ SFEC</td>
<td>33-770</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td>Trunk Sewer Capacity Charge</td>
<td>$530 X _______ SFEC</td>
<td>33-771</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td>Trunk Sewer Capacity Charge (Charged only to those parcels not assessed for sewer in 1975)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sewer Connection Permit</td>
<td>$60.00 X _______ Connections</td>
<td>03-720</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td>Sewer Tap Charge</td>
<td>4&quot; Tap: $100, 6&quot; Tap: $125</td>
<td>03-720</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:</td>
</tr>
<tr>
<td>III. ELECTRIC UTILITY</td>
<td>Electric Connection Charge</td>
<td>($469.35 / 200 AMP Panel) $469.35 X _______ Panels</td>
<td>22-770</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:</td>
</tr>
<tr>
<td>IV. PARKS AND RECREATION</td>
<td>Park Facility Impact Fee</td>
<td>$307 X _______ SFEC</td>
<td>44-770</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:</td>
</tr>
<tr>
<td>V. TRANSPORTATION SYSTEM IMPACT FEE</td>
<td>Transportation System Impact Fee</td>
<td>$1,227.61 (single-family residential), $82.60 X _______ multi-family units, $3.97 X _______ sq. ft. of commercial use, $2.96 X _______ sq. ft. of office use, $1.67 X _______ sq. ft. of industrial use</td>
<td>16-742</td>
<td>$ _______</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL CHARGES:</td>
</tr>
</tbody>
</table>
RESOLUTION CC 06-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE APPROVING VESTING TENTATIVE MAP SD 04-01 AND ADOPTING A MITIGATED NEGATIVE DECLARATION.

WHEREAS, the Planning Commission of the City of Shasta Lake considered Vesting Tentative Subdivision Map Number SD 04-01 filed by Mountain Properties, Inc., for that property identified as Assessor's Parcel Numbers 006-610-004; 006-610-005 and 006-610-007, located generally on the west side of Lake Boulevard, north of Yellow Pine Avenue, south of Flanagan Road in accordance with Title 15, Subdivisions, of the City Code, and the State Subdivision Map Act; and,

WHEREAS, the Vesting Tentative Subdivision Map and Rezone were referred to various affected public agencies and City departments for review and comments; and,

WHEREAS, the Planning Commission held a duly noticed public hearing on September 21, 2006, and considered public testimony provided regarding Vesting Tentative Subdivision Map Number 04-01, Rezone Z 04-02, and the proposed Mitigated Negative Declaration; and,

WHEREAS, the Planning Commission adopted Resolution PC 06-12, recommending that the City Council approve Vesting Tentative Map SD 04-01, Rezone Z 04-02 and adopt an environmental finding of Mitigated Negative Declaration; and

WHEREAS, the City Council conducted a duly noticed public hearing on October 17, 2006, considered the Planning Commission's recommendation, and considered public testimony provided regarding the proposed project; and

WHEREAS, an Initial Environmental Study was prepared pursuant to the California Environmental Quality Act that concludes that completion of the project as proposed will not result in significant adverse affects on the environment which could not be mitigated.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Shasta Lake:

A. Makes the following findings:

1. The Vesting Tentative Subdivision Map, as conditioned, is consistent with the goals, policies and objectives, and land use map, of the City of Shasta Lake General Plan.

2. The Vesting Tentative Subdivision Map as conditioned will not result in significant adverse affects on the environment that cannot be mitigated.

3. No evidence has been presented which would substantiate denial under Section 66474 of the California Subdivision Map Act.

4. Pursuant to Section 15074.1 of the California Environmental Quality Act, Mitigation Measure Numbers 3.17 (Condition 43) as amended is equivalent in mitigating or avoiding potential significant effects and that it, in itself, would not cause any potentially significant effect on the environment.

5. Based on the limitations on hours for construction activity and requirement for construction of a sound wall, the project is consistent with the Noise Element of the General Plan.

July 20, 2010
6. The alternative Tree Replacement Plan is consistent with the intent of the Tree Conservation Code (Municipal Code Chapter 12.36).

7. Based on the tree replacement and replanting plan the project is consistent with the City of Shasta Lake Tree Conservation Ordinance (Municipal Code Chapter 12.36), specifically:
   a. The condition of the trees, with respect to disease, form, general health, damage, public nuisance, danger of falling, proximity to existing structures, interference with utility services, good forestry practices, or damage to existing sidewalks and driveways, warrants their removal.
   b. The preservation of the trees unreasonably restricts the economic potential of the property upon which the trees are situated.
   c. The development has been designed such that suitable land will be set aside in an open space area and the set-aside area is particularly suitable for the planting and/or natural regeneration of replacement trees required to be planted by the developer.
   d. Trees proposed for removal interfere with utility services or streets and highways either within or outside of the subject property and no reasonable alternative to such interference exists other than removal of the tree(s).
   e. Construction proposed within the drip line of any tree will not cause harm or damage to such tree and any construction on the property can be accomplished without endangering the health of the remaining trees on the subject property.
   f. Tree removal as proposed will not result in soil erosion through the diversion or increased flow of surface waters that cannot be satisfactorily mitigated.
   g. Tree removal will not result in the degradation of any scenic resource and will not substantially degrade the existing visual character or quality of the site or its surroundings.

8. With the inclusion of Standard Mitigation Measures, the project is consistent with the Air Quality Element of the General Plan.

9. The proposed project would not cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections.

10. The Traffic Impact Fee Program is adequate to fund future improvements as identified in the City’s Traffic Impact Fee Program.

B. Adopts an Environmental Determination of Mitigated Negative Declaration pursuant to Section 15070 of the California Environmental Quality Act, finding the project will not have a significant adverse affect on the environment which could not be mitigated.

C. Approves Vesting Tentative Subdivision Map Number SD 04-01, subject to the following conditions that shall be fulfilled by the developer prior to the recording of a Final Map for any Phase as applicable:

July 20, 2010
1. The requirements of all concerned governmental agencies having jurisdiction by law, including, but not limited to, the issuance of appropriate permits, shall be met.

2. A $1,250 fee is required for California Fish and Game Negative Declaration Review pursuant to Fish and Game Code Section 711.4. Filing fees are paid at the time the Notice of Determination is submitted to the County Clerk for posting. The developer shall provide to the City said fees, made payable to the Shasta County Clerk, within five calendar days of map approval.

3. All slopes over 30% shall be shown on the final map and labeled as non-building areas.

4. Road names for this subdivision have not been established. Proposed road names shall be reviewed and approved by the Planning Division in consultation with the Shasta Lake Fire Protection District prior to reference and notation on the final map.

5. Subdivision unit improvement plans for all required roads, grading, drainage, utilities, and other public improvements, shall be prepared and sealed by a registered civil engineer, and shall be submitted to and approved by the City Engineer, and other concerned agencies as necessary, prior to any construction. A plan checking and inspection fee deposit will be required at the time the improvement plans are first submitted.

6. At the time of submittal of improvement plans for any unit of the subdivision, the Developer shall pay a map check fee in the amount of 1% of the engineer’s improvements cost estimate, plus an improvement inspection fee in the amount of 2% of the engineer’s improvements cost estimate.

7. The Developer shall be responsible for the cost of any special subdivision improvement inspections if determined necessary by the City.

8. Prior to the filing of the final map, the project engineer shall provide as-built plans, a certificate of completion, and, if necessary, operations and maintenance manuals, to the Public Works Department, and any other public agencies or utilities responsible for the constructed improvements.

9. All required utilities shall be installed underground in accordance with Title 11 of the City of Shasta Lake Public Utility Code.

10. Sanitary sewer, water, electric, natural gas, and cable television distribution lines, including main lines and service laterals to each lot, and infrastructure required to accommodate automated meter reading by the City, shall be installed to provide for each subdivision unit and to allow for future extensions beyond the development as needed. These utilities shall be installed in accordance with the capacity, construction and testing standards of the Public Works Department or other operating entity, and applicable fire flow safety standards. All required utilities shall be inspected and approved by the City or other operating entity prior to backfilling trench(s).

11. Required public utility easements for main utility lines (water, sewer, electric, etc.) shall not be fenced or otherwise barricaded so that it hinders access for utility installation, operation, maintenance, inspection and/or improvement.

12. Ownership of all new public utility or roadway facilities and related rights-of-way and easements shall be dedicated to the City of Shasta Lake prior to filing the final map. All dedicated easements shall be shown on the final map.
13. Where underground utilities are located within required rights-of-way or under paved areas, such facilities shall be placed, or conduits installed to allow for future installation, prior to placing pavement or concrete. These installations shall be inspected and approved by the City prior to placing the pavement or concrete.

14. The Developer shall obtain an encroachment permit from the Public Works Department for the construction of new improvements or connection to established facilities located with the existing public right-of-way. All requirements of the encroachment permit shall be followed and completed as prescribed.

15. A minimum of two working days before the initial commencement of any permitted grading, digging, or mass land clearing work, Underground Service Alert (USA) and the Public Works Department shall be notified. This will allow sufficient lead-time to ensure that the locations are identified of all existing public underground utilities that could be affected, and arrangements can be confirmed for all necessary inspections.

16. Prior to filing the final map, the project engineer shall submit to the City written certification that all site grading, drainage improvements and erosion control measures are completed in compliance with approved plans.

17. The final map may be filed prior to completion of infrastructure improvements upon entering into an agreement with the City and furnishing good and sufficient security as set forth in Government Code Sections 66499 et seq. The Guarantee Bond shall be in the amount of 150% of the amount of remaining improvements, based on the engineer’s estimate. Upon completion of subject improvements, the Developer shall enter into a Maintenance Agreement with the City and shall post a Maintenance Bond in the amount of 10% of the engineer's estimate of the improvements to guarantee the work for a period of one year.

18. Final improvement plans shall provide locations for centralized mail-delivery units. The locations shall be reviewed and approved by the U.S. Postal Service and the Public Works Department. Mail-delivery units shall be installed prior to filing the final map. The U.S. Postal Service shall also sign the improvement plans.

19. Shasta Mosquito and Vector Control District shall review the detailed site grading, drainage, and improvement plans, when available, for comment and signature.

20. Brush, trees or other vegetation cleared for construction and/or land development purposes shall be removed or otherwise disposed of in a lawful manner prior to recording the final map. Cleared vegetation/brush piles shall not be burned onsite and shall be disposed of in another lawful manner.

21. A landscape plan shall be submitted with the improvement plans for the areas around the detention basin which are visible from the public right-of-way. The landscape plan shall be approved by the Development Services Director.

22. Designated Open Space, trail systems, and retention/detention facilities shall be maintained by a homeowner’s association or other funding/maintenance mechanism acceptable to the City. The Developer shall pay all fees and assume all costs associated with the formation of the required funding/maintenance mechanism acceptable and approved by the City. The Developer shall retain full responsibility for the maintenance of areas and facilities as specified by the City until the approved maintenance entity is financially able to assume the prescribed maintenance functions. This requirement shall also appear as a note on the Final Map attachment sheet.
23. The following design standards shall be implemented into construction plans for dwelling units located at an elevation higher than 870 feet and shall be verified by the Development Services Director or his/her designee prior to issuance of a grading or building permit:

a. Building materials and color schemes shall blend with the natural landscape of earth tones for main and accessory structures, fences and walls. Reflective materials or finishes shall not be used.

b. Proposed structures on lots where the average slopes exceeds 10 percent shall be designed to conform to the terrain and shall utilize pole, step or other such foundation that requires only limited excavation or filling.

c. No cuts or fills higher than three feet shall be allowed with the exception of those areas shown on the preliminary grading plan dated August 8, 2006.

24. All lighting shall be shielded and directed inward onto the project site. New project lighting shall not create light or glare on neighboring properties. Lighting shall be directed away from adjacent roadways and shall not interfere with traffic or create a safety hazard. All outdoor lighting on the project site, except for lighting from fixtures installed on the outside of residences, shall be shielded so that, at a minimum, no light is emitted above a horizontal line parallel to the ground.

25. The Developer shall implement Standard Mitigation Measures (SMMs) from the City’s Air Quality Element:

a. Streets shall be designed to facilitate pedestrian access to public transit stops.

b. Suspend all grading operations when winds, as instantaneous gusts exceed 20 miles per hour or as directed by the Shasta County Air Quality Management District (AQMD).

c. Water active construction sites at least twice daily, or as needed to control fugitive dust as directed by the Public Services Department.

d. Apply non-toxic soil stabilizers according to the manufacturer’s specification to all graded areas which will be inactive for 10 days or more.

e. Construction activities that could affect traffic flow shall be scheduled for off-peak hours. Heavy truck trips involved in the hauling of soil to the site shall be limited to the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday. Hauling activity may occur on Saturday from 8:00 A.M. to 5:00 P.M. No work is allowed on Sundays.

f. Provide temporary traffic control (flag person), as appropriate, during all phases of construction to improve traffic flow.

h. Sweep streets at the end of the day if visible soil materials are carried onto adjacent paved roads.
i. Cover trucks hauling dirt, sand, soil or other loose materials or maintain at least 2 feet of freeboard (minimum vertical distance between the top of the load and the top of the trailer), in accordance with the requirements of California Vehicle Code '23114.

j. Re-establish ground cover on the construction site through seeding and watering prior to final occupancy.

k. All new wood-burning devices shall be EPA Phase II certified.

l. Provide energy-efficient process systems, such as water heaters, furnaces and boiler units.

26. The Developer shall implement the following Best Available Mitigation Measures from the City’s Air Quality Element:

   a. Install an electrical outlet at the front and back of all residential units (for electric yard equipment).

27. All construction activities shall maintain a minimum 50-foot buffer from the upland edge of all riparian habitat (intermittent streams and seasonal wet meadows), except where the designated roadways and utility infrastructure cross the streams. At the stream crossings, no grading shall be conducted nor shall fill be placed within the high water mark of the stream. Construction of the foundations and the placement of the arched culverts shall be completed without placing fill within the creeks. All fill and grading at stream crossings will occur on top of the arched culverts without exceeding the upstream or downstream length of each arched culvert. These buffer areas shall be designated in the field by flagging and temporary fencing. No staging or storage of construction equipment or materials shall be conducted within the buffer zones. These provisions shall be detailed in all construction plans provided to contractors and shall be posted on site and available for inspection by the City.

28. No direct impacts (i.e., discharge of dredged or fill material) to potentially suitable habitat for listed vernal pool crustaceans shall be allowed, unless complete avoidance is demonstrated to not be practicable, as determined by the City Engineer. In the event that complete avoidance of direct impacts is demonstrated to not be practicable, no direct impacts to potentially suitable habitat shall be allowed until the absence of listed vernal pool crustaceans (within 250 feet of proposed activities) has been determined by completing U.S. Fish and Wildlife Service (USFWS) protocol-level surveys with negative findings (by a qualified biologist), or take authorization (including implementation of any required conservation measures) has been obtained from the USFWS.

29. The following Best Management Practices (BMPs) shall be applied to the project:

   a. Silt fencing or straw bale siltation barriers shall be installed between all waters of the United States and the construction area.

   b. If a lubricating gel is needed during the drilling process, it shall be a bentonite gel that contains no hydrocarbons. Any frac-out (leaks of bore fluid) would be confined to upland areas and shall be immediately cleaned-up.

30. Trenching, boring and jacking shall be conducted during the dry summer months, between June 15 and October 15.
31. Construction of the 6-foot-wide opening of Detention Basin 3 located at the southeastern corner of the project site shall be excavated by hand to provide connection to the seasonal wet meadow. No heavy equipment shall be used in the construction of the entirety of this connection. A qualified biologist shall be retained at the expense of the applicant and shall be present on site to observe that the hard digging of Detention Basin 3 does not result in fallback of materials into the wetland or other damage to the wetland. The biologist shall prepare a written certification that they have observed the construction of Detention Basin 3 for submittal to the City prior to issuance of the Final Map.

32. Impacts to Central Valley Steelhead and other listed salmonid species (as a result of trenching through perennial creeks) shall be avoided by boring the water main under the perennial creek and avoiding any impacts to the streambed itself. Should trenching through the perennial creek be the only viable option, consultation with NOAA Fisheries shall be conducted to develop an approach that would minimize potential impacts to Central Valley steelhead and other listed salmonid species to acceptable levels.

33. Prior to issuance of a grading permit, the Applicant shall submit to the City confirmation from the California Fish and Game that all permitting requirements have been met. This shall include, but not be limited to, issuance of a Streambed Alteration Agreement.

34. The requirements of the Regional Water Quality Control Board shall be met prior to the issuance of a grading permit, including, but not limited to, coverage under the General Construction Stormwater Permit (Order No 99-08-DWQ), submittal of a Storm Water Pollution Prevention Plan (SWPPP) and issuance of Section 401 Water Quality Certification. The Storm Water Pollution Prevention Plan shall be prepared by a Registered Civil Engineer or other qualified professional and shall demonstrate how water quality impacts from construction and development will be properly treated to prevent siltation to downstream waters and to remove pollutants such as oil, grease, and garbage from downstream discharge of stormwater, particularly during the first season storms. These methods shall be provided to the satisfaction of the City Engineer.

35. If construction occurs within the nesting period (March 1 – August 15), within the project site, the Developer shall retain a qualified wildlife biologist to conduct a survey for nesting raptors prior to any construction activity (i.e., grading). Active raptor nests located within 500 feet of construction activities shall be mapped.

36. During the nesting period (March 1 – August 15), if active raptor nests are located in or within 500 feet of an active or scheduled construction activity area, then appropriate buffer zones shall be established in consultation with the California Department of Fish and Game. Construction activities shall be prohibited within this buffer zone until the end of the nesting season (late July / early August), or until the young have fledged. A qualified wildlife biologist shall monitor the nest to determine when the young have fledged and submit weekly reports to the CDFG and City throughout the nesting season.

37. Identified nest trees may only be removed prior to the onset of the nesting season (March), or after young have fledged (late July to early August).

38. Prior to the start of any clearing, excavation, construction, or other work on the site, trees designated for preservation that are located outside of any existing or required open space easement or dedication shall be clearly delineated in the field. The delineation markers shall remain in place for the duration of all work. Where deemed appropriate by the Development Services Director, a barrier of posts and flagging or other appropriate materials shall be erected around protected trees at the sole expense of the developer.
39. Where the approval of a proposed development or other site work will result in encroachment within the drip line of a protected tree, special measures shall be incorporated to allow the roots to obtain oxygen, water, and nutrients.

40. Prior to issuance of a grading permit, the engineered final grading plan for the subdivision shall be reviewed and approved by an arborist or other qualified professional, as determined by the Development Services Director, to evaluate and recommend measures necessary to minimize impacts to trees remaining on the property during grading activities.

41. No storage of materials or substances that may be harmful to trees shall occur within the drip line of any protected tree.

42. Pursuant to Chapter 12.36 of the City’s Tree Conservation Ordinance, a minimum of three 15-gallon trees shall be planted per parcel, prior to issuance of a Certificate of Occupancy (a total of 492 15-gallon trees for 164 parcels).

43. In addition to the tree planting requirements specified in Mitigation Measure 3.13 (Condition 42), the Developer shall plant an additional 1,150 15-gallon replacement trees along roadways, on individual lots, and surrounding proposed detention basins where feasible. Street trees shall be planted at least every 80 feet to allow at least one street tree per parcel, with the exception of flag lots. In addition, due to the steeper grade, street trees would not be included on Road J.

44. The species of any tree used for replacement pursuant to this section shall be suited to the city’s climate zone and be chosen with consideration of any site specific limitations. The use of native shade trees is preferred but not required. A list of trees that are suitable to the area is included as Appendix B to the Tree Conservation Ordinance. The replacement tree shall be planted in a manner that is recognized as standard accepted practice unless a specific method is prescribed by an arborist or other qualified professional.

45. An archaeologist shall monitor sewer line trenching and related construction activity south of the southern boundary of site CA-SHA-2679 for the purpose of ensuring that any inadvertent discoveries of previously undocumented cultural material representing primary deposit are evaluated and that an appropriate level of data recovery is undertaken in the event of such a discovery. The City Development Services Director shall be notified a minimum of 48 hours in advance of any construction activities and shall be provided with the name and contact information of the Developer’s archaeological monitor.

46. Prior to issuance of a grading permit, representatives of the Wintu Tribe and other interested Native American Tribes shall be notified to allow the Tribes to provide their own on-site cultural resource monitor(s) during grading and construction activities. The Developer shall allow on-site access to designated Native American representatives for the purpose of cultural resource monitoring.

47. If, during the course of development, any archeological, historical, or paleontological resources are uncovered, discovered, or otherwise detected or observed, construction activities in the affected area shall cease and a qualified archeologist shall be contacted to review the site and advise the City of the site’s significance. If the Development Services Director deems the findings significant, appropriate mitigation shall be required prior to any resumption of work on the project.

48. Should any human remains be found during the construction project, construction in the
area shall stop immediately and reported to the County Coroner. Construction shall not proceed until the County Coroner has determined such construction will not further impact human remains.

49. Prior to any land clearing or grading work, the applicant shall obtain a Grading Permit from the Development Services Department and submit a grading, drainage and erosion control plan for approval by the City in accordance with the City Grading Ordinance and Appendice Chapter 33 of the 2001 California Building Code (Excavation and Grading). All required grading, drainage and erosion control plans shall be prepared by a Registered Civil Engineer or other qualified professional and shall be submitted for review and approval by the City Engineer in consultation with the Planning Division.

50. During construction the developer shall follow all approved erosion and sediment control plans, follow Best Management Pollution Prevention Practices, and shall maintain required erosion and sediment control measures during all phases of the subdivision's development.

51. Prior to issuance of a grading permit, a detailed Geotechnical Study shall be completed by a certified engineering geologist or other qualified professional for areas that will support pavement or foundations in conjunction with detailed engineering design to appropriate boring, soil and fault information. To prevent soil and foundation stability problems associated with constructing the subdivision improvements and the project dwellings, the applicant shall implement recommendations contained in the final Geotechnical Study.

52. The engineered final grading plan, improvement plans, and foundation plans and specifications for the subdivision shall be reviewed and approved by the project geotechnical engineer prior to submittal of the improvement plans to the City Engineer to evaluate that recommendations contained in the final Geotechnical Study have been properly interpreted and implemented during design.

53. All site earthwork activities (including site preparation, placement of engineered fill and trench backfill, construction of slab and pavement subgrades, and all foundation excavations) shall be monitored by the geotechnical engineer as recommended in the final Geotechnical Study. All geotechnical inspections shall be arranged by the applicant at the applicant's expense. Detailed written inspection reports shall be provided to the City following each inspection.

54. Soils shall be stabilized as determined by the geotechnical engineer to eliminate the potential for liquefaction or to control its effects (e.g., removal and replacement of liquefiable soils; in-situ stabilization by grouting, densification, or dewatering; buttressing of lateral spread zones).

55. During final engineering design, the area and thickness of expansive soils shall be evaluated. Measures that mitigate for expansive soils will be incorporated into the construction documents. These measures may include replacement of soils, treatment with lime, or supporting of structures on deep foundations, as determined appropriate by the geotechnical engineer.

56. Materials needed for clean up of spills shall be on-site at all times. This could include absorbent materials, dilution materials, catchment containers and other materials.

57. Absorbent materials shall be used on small spills rather than hosing down or burying the spill. The absorbent material shall be promptly removed and disposed of properly.
58. Fueling construction equipment shall be done at a fixed fueling station to reduce the area exposed to fuel spills from overtopping fuel tanks.

59. On-site vehicles and equipment shall be regularly inspected for leaks and repaired immediately.

60. If vehicle and equipment maintenance must occur on-site, it shall be done in designated areas, located away from drainage courses, to prevent the run-on of storm water and the run-off of spills.

61. All fuels, lubricants, oil containers and other hazardous materials shall be stored in suitable containers and kept inside a catchment basin. All used engine oils shall be recycled or disposed of properly.

62. No equipment washdown, refueling, or regreasing can be done in or proximate to Nelson Creek, Chum Creek, street gutters, or other water conveyance features.

63. A vegetation management/fire-fuel reduction plan (Plan) shall be prepared and submitted for approval by the Shasta Lake Fire Protection District and Development Services Director in conjunction with subdivision improvement plans. The Plan shall address the entire subdivision site and as necessary, adjacent open space areas, and shall be prepared by a registered professional forester or other qualified professional. The objectives of the plan shall be to reduce fire fuel loads to establish an adequate fire-safety buffer between residential development and the adjacent open space areas. Prior to the recordation of the final map, all required fuel reduction work shall be completed as prescribed by the approved Plan. Ongoing maintenance of the subdivision's fire-fuel management shall be the responsibility of a City-approved funding/maintenance mechanism.

64. All flag lot driveways shall be paved or chipsealed to provide for a minimum of one 16-foot wide traffic lane, with a total width of 18 feet capable of supporting a minimum of 40,000 pounds. Driveways shall provide access to within 50 feet of all structures on each parcel. If the driveway exceeds 150 feet in length, an approved turnaround shall be provided near the midpoint of the driveway. If the driveway exceeds 200 feet in length, an approved turnaround shall be provided within 50 feet of all structures on the parcel. Alternative designs for the driveway may be approved as determined appropriate by the City Engineer and the Shasta Lake Fire Protection District.

65. Fire hydrants shall be installed with the type and location of each to be pre-approved by the Shasta Lake Fire Protection District. All required hydrants should be in service prior to approval of the final map and should be consistent with standards set forth by the City.

66. Prior to the recording of the Final Map, a final drainage plan shall be prepared for the subdivision and off-site improvements by a Registered Civil Engineer or other qualified professional to determine how drainage will be properly managed as the individual parcels are developed, and the necessary locations and size of common storm water detention facilities, drainage easements, and access easements for maintenance. The methods shown shall not adversely affect adjacent or downstream properties. Storm drainage facilities shall be sized and installed in accordance with the subdivision improvement plans as approved by the City Engineer, and in accordance with the construction standards of the Public Works Department. Detention basins shall be fenced, screened or designed such that safety fencing may not be required. The fence requirement may be eliminated only if alternate safety provisions are provided as reviewed and approved by the City Engineer and Development Services Director.
67. Prior to issuance of a grading permit, the developer shall provide to the City documentation prepared by a licensed engineer verifying that road and utility improvements constructed within a 100-year floodplain do not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. The cumulative effect of the proposed development when combined with all other existing and anticipated development shall not increase the water surface elevation of the base flood more than one foot at any point. The sewer lift station at Pine Grove Avenue and Ashby Road shall be constructed pursuant to Municipal Code Sections 15.04.060 (C) and shall be certified by a registered professional engineer that the standards of this subsection are satisfied. In addition, all new sanitary sewer and water systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters pursuant to Municipal Code Section 15.04.170.

68. A rezone from Unclassified (U) to Single-Family Residential (R-1-BSM) shall be approved by the City Council pursuant to established procedure prior to recordation of the final map.

69. Any existing property line that must be deleted or relocated to create the approved subdivision shall be clearly delineated and noted on the final map or shall be processed through a separate Property Line Adjustment (PLA) application. If processed under a separate application, the PLA documents shall be recorded prior to recordation of the final map.

70. During construction the developer shall comply with the following time periods established for construction activities. Construction activities shall not occur outside of the following established limits unless approved by the City under special circumstances:

   a. Monday through Friday: 7:00 A.M. – 7:00 P.M.
   b. Saturday: 8:00 A.M. – 5:00 P.M.
   c. Sunday: No construction activities allowed.

   Special circumstances include the need to complete construction along public roadways or within public utilities to ensure continued services or safe conditions. Such exceptions shall be approved prior to commencement of the work.

71. Prior to recordation of the Final Map, the developer shall work with the City to establish a Services Community Facilities District to provide for long-term financing of additional law enforcement personnel. The Developer shall pay a proportionate share of fees associated with formation of the district to be determined by written agreement between the City and Developer as reviewed and approved by the City Attorney.

72. Prior to recordation of the final map for any phase of the subdivision, the Applicant shall pay an in lieu fee for park and recreational purposes in the amount of twenty-five dollars ($25.00) per lot, pursuant to Section 16.08.100(B) of the Shasta Lake Subdivision Code.

73. Prior to recordation of the final map, the developer shall dedicate a 10-foot wide public access easement at the northeasterly portion of the property for trail access to public property to the north. The access easement shall be constructed to City Standards (Standard Detail 635.00). The remainder of the abandoned Bellline Road shall remain open for use as a walking trail. Maintenance of the trail shall be covered under a homeowner’s association or other funding mechanism acceptable to the City.

74. Roadways within the subdivision boundaries and off-site roadways connecting to Lake Boulevard shall be improved to City Standards as shown on the Vesting Tentative Map.
All roadways shall be constructed with curb, gutter and sidewalk on both sides of the street, with the exception of Off-Site Road I which shall include curb and gutter on both sides of the street with sidewalk only on the north side. Drainage and utility facilities shall be incorporated into the final design as reviewed and approved by the City Engineer and Development Services Director. A landscape plan prepared by licensed landscape architect or other qualified professional shall be provided for any proposed street trees and/or landscaping. Construction of all improvements shall be completed or bonded for prior to filing the final map.

75. The Developer shall install all street signs (with the City approved road name), traffic delineation devices, warning and regulatory signs, guacrail, barricades, and other similar devices where required by the Public Works Department or City Engineer. This shall include the installation of stop signs at the intersections of Road R and Road I at Lake Boulevard. Signing shall be in conformance with Public Works Department standards and the current State of California Uniform Sign Chart. Installation of traffic devices shall be subject to review and modification after construction. The Public Works Department will, at the Developer’s request and expense, install the signs.

76. The improvement plans for the subdivision shall reflect street improvements at the intersection of Road A and Road B (Road R and I on Vesting Tentative Map) at Lake Boulevard as shown in Appendix G, Figure G1, of the Traffic Study prepared by DEW Traffic.

77. Emergency secondary access shall be provided as shown on the Vesting Tentative Map. This shall include gated access at the northern and southern boundaries of the site at old Bellline Road. Secondary access at north old Bellline Road shall be provided at the time of issuance of any building permits for dwelling units as reviewed and approved by the Shasta Lake Fire Protection District. Full secondary permanent access shall be constructed to City standards after 49 dwelling units have been issued Certificates of Occupancy pursuant to the approved improvement plans for the subdivision.

78. The Gateway Unified School District (GUSD) and Redding Area Bus Authority (RABA) shall be consulted during the preparation of improvement plans for the subdivision to determine if bus stops are needed, and if so, their location and appropriate design. If GUSD and/or RABA determines that a bus stop is needed, it shall be designed and constructed along with the other required road improvements. The Public Works Department and the California Highway Patrol shall also be consulted in establishing the appropriate location of any required school bus stop.

79. Street lighting shall be installed within the subdivision and on Lake Boulevard at the intersections of Road R and Road I required by the City Electric Department, including conduits, boxes, posts, poles, mast arms, fixtures, and bases. Lighting improvements shall be included on the improvement plans for the project.

80. At the time of issuance of a building permit, the applicant shall pay a Traffic Impact Fee in the amount of $1,177 per dwelling unit.

81. Prior to issuance of a Certificate of Occupancy for any dwelling unit, the developer shall complete all water and wastewater improvements determined necessary by the City Engineer to serve the proposed development. The Applicant may enter into a reimbursement agreement with the City for which the City would reimburse the Applicant for fees collected by the City for future private water and sewer connections.
82. Prior to issuance of a Certificate of Occupancy for any dwelling unit, the developer shall complete all electric system improvements determined necessary by the City Electric Department to serve the proposed development.

83. The Developer shall provide any and all easements for City of Shasta Lake’s electrical facilities as required. (Typically, this is 10 feet behind property lines along streets, 15 feet by 15 feet at transformer locations, and 30 feet by 30 feet at switch locations).

84. A note shall be placed on the final map as follows:
   a. Eave lines of any proposed structure shall be outside of, or at a maximum, coincidental with, the limits of any public utility easement extending through the lots.
   b. No building or structures shall be allowed within any public utility easement.
   c. No portable or permanent swimming pool shall be located within any public utility easement.
   d. No trees or shrubs exceeding a mature height of 15 feet shall be allowed within the limits of any electric easement.

85. The Developer shall not reduce the vertical clearance between the conductors of the City of Shasta Lake’s overhead transmission, distribution, or service lines and the ground of improved surfaces thereunder as set forth under General Order 95 of the Public Utilities Commission of the state of California.

86. The Developer shall provide unrestricted ingress and egress to the property to the City of Shasta Lake for the purposes of installation, removal, maintenance, operation, inspection or any other required use of its electrical facilities.

87. The Developer shall provide adequate protection of the City’s overhead and underground, transmission, distribution and service facilities (poles, towers, boxes, equipment, and the like) from vehicular damage by means of installing protective barriers, as determined by the Public Works and Electric Departments, prior to recording the final map.

88. The Developer shall pay the cost for rearrangement, relocation, or removal of any City electric facilities or other public utilities caused by subdivision unit construction, such as grading, street improvements, installation of curbs, gutters, sidewalks, water and sewer installations, and the like, whether inside or outside of the development where such work is a condition of or necessary to serve the development.

89. The Developer, at Developer’s expense, shall be responsible for acquiring all necessary easements for off-site infrastructure improvements.

90. Drainageways/creeks/streams included on individuals lots shall be shown on the Final Map with a minimum 50-foot buffer area (25 feet on each side of the drainageway). Open Space easements shall be recorded at the Developer’s expense to identify these areas as non-disturbance areas as reviewed and approved by the Development Services Director. A Note shall be placed on the Final Map to notify future property owners of development restrictions in these areas.

91. Open space recreational facilities, including the proposed trail system, and detention basins shall be maintained through a Homeowner’s Association or other funding mechanism acceptable to the City. Costs associated with forming the approved funding mechanism shall be at the developer’s expense.
92. Prior to any discharge of dredged or fill material into "Waters of the U.S." authorization under a Department of the Army Permit shall be obtained from the Army Corps of Engineers (ACOE). For any features determined not to be subject to ACOE jurisdiction during the verification process, authorization to discharge (or a waiver from regulation) shall be obtained from the Regional Water Quality Control Board (RWQCB). For activities requiring an ACOE permit, authorization shall be obtained from the RWQCB prior to discharge of dredged or fill material.

93. The applicant shall fulfill all conditions of approval of the U.S. Army Corps of Engineers, Department of Fish and Game, and Regional Water Quality Control Board, including, but not limited to, the purchase of off-site mitigation credits, in-lieu fees, or on-site mitigation as determined by the permitting agency, prior to commencement of land clearing or grading activities.

94. Prior to recordation of the Final Map, the developer shall obtain an appraisal for the value of the right-of-way required for roadway access across City property. The developer shall pay the City fair market value for the property, as determined by the City Council.

95. The approval for this Vesting Tentative Subdivision Map shall be valid for a period of 24 months unless an extension of time is applied for by the Developer and granted by the City in accordance with the City Subdivision Code and the State Subdivision Map Act.

DULY PASSED AND ADOPTED this 17th day of October 2006 by the following vote:

AYES:            FARR, GOEKLER, HURLHEY, PALMER, SINER
NOES:            NONE
ABSENT:          NONE

Ray Siner, Mayor

ATTEST:

RAE MORROW, City Clerk
TO: Carol Martin, City Manager
FROM: Carla L. Thompson, AICP, Development Services Director
DATE: July 9, 2010
SUBJECT: Permit Fee Schedule
FILE NO.: 

RECOMMENDATION:

Staff recommends that City Council adopt the attached Resolution amending the City’s fee schedule for various building, planning, environmental review and public works permit, plan review and inspection fees.

BACKGROUND:

In February 2006, the City entered into a Professional Services Agreement with MuniFinancial for the purpose of completing a comprehensive development permit fee study. The primary purpose of the fee study was to determine the full cost to the City for providing building and planning user-requested services. The study analyzes the full cost recovery fees to:

1. Recover up to 100% of the actual cost of providing the service;
2. Maintain reasonably competitive fees with neighboring agencies providing similar services to a user; and
3. Identify and recommend additions or deletions to the City’s existing service fee schedule.

Costs included in the fee study were based on the fully burdened hourly rates for city personnel directly involved in providing a service. The fully burdened rates include:

- Direct annual salaries and benefits
- Allocation for indirect departmental overhead costs, interdepartmental support costs, and central services overhead costs.

Finance Committee Meetings

The Finance Committee met in February to discuss possible revisions to the Fee Schedule. The Committee reviewed additional information provided by staff on June 21, 2010, and directed staff to schedule the item for City Council consideration.

The Committee discussed temporarily reducing fees for one year for the following project types:

Revised Fee Schedule

The attached tables indicate fee amounts for 100% cost recovery at the time the Fee Schedule was first adopted, the current fee and recommended fee. Highlighted items are new and intended to provide a lower fee for smaller buildings and/or to add new project types for clarification. In summary, the following amendments are proposed:

1. Reduced fee for several pre-application project types.

2. Commercial and Industrial New Construction: Add new square footage ranges and a lower fee for smaller commercial and industrial buildings

3. Add a new category for commercial/industrial awnings and carports. The Finance Committee discussed the possibility of providing a fee waiver for cloth awnings; however, California Building Code Section 3105.3 requires awnings and canopies to be designed and constructed to withstand wind or other lateral loads and live loads.

While Council could waive permit fees for this type of project, a building permit would still be required in most cases. CBC Section 105.2 provides a permit exemption for the following:

a. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems;

b. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3 (e.g., duplexes, townhouses not more than three stories above grade, residential care facilities, child care facilities) and U occupancies (e.g., accessory and miscellaneous structures such as barns, carports, private garages).

4. Construction of a new single-family residence: Charge 75% of the current fee for one year.

5. Construction of new additions to single-family residential additions: Charge 50% of the current fee for one year.

7. New category for photovoltaic (solar) projects. The proposed fees are minimal in order to encourage renewable energy projects. Staff proposes a flat fee for both residential and commercial/industrial. Variations in actual cost to the City would be mainly for plan check services depending on the extent of the project. Inspections for photovoltaic systems would be similar regardless of the number of photovoltaic arrays.

8. Reduced building permit fees for electrical permits, HVAC systems, water heater installation, above-ground pools and spas, residential patio covers and decks, signs, demolitions as part of a City abatement action or program, miscellaneous repairs for residential and commercial, re-inspections, floodplain development review, and permit time extensions.

9. Reduced planning permit fees for major use permits, minor use permits, appeals, written zoning and general plan interpretations, negative declarations, subdivision amendments, certificates of compliance, property line adjustments, preparation of improvement agreements.

10. Increased deposit requirements for improvement inspections and tentative map checks. The total fee is based on actual costs; therefore, the end result would not be higher than the existing fee schedule.

11. A policy is included to state for projects that require more than one type of discretionary permit (e.g., a general plan amendment and a rezone), only the highest fee of all required permits shall be charged. For example, if a general plan amendment and rezone were required, the permit fee would be the amount for the general plan amendment, plus all applicable environmental review fees and surcharges.

The fee schedule includes an annual inflation factor to annually increase or decrease the fees on January 1 of each year based on the Employee Cost Index (ECI) for State and Local Government Employees, Total Compensation as released by the United States Department of Labor’s Bureau of Labor Statistics. The ECI measures changes in wages, salaries and benefits for civilian workers (private industry, state and local government).

The fee schedule includes a General Plan Maintenance Surcharge and Information Technology Fee that is applied to all permits for the purpose of recovering costs associated with General Plan updates, updating of the City’s GIS system, and updating and maintaining various permit tracking systems. In addition, the schedule includes pre-application fees for preliminary review of a project. If the applicant applies for a permit within one year of paying the pre-application fee, the pre-application fee is applied to the fee for a building or planning permit.

**FISCAL IMPACTS:**

Reducing permit fees will result in increased subsidies from the General Fund. The amount of the subsidy would be the difference between 100% cost recovery and the actual fee charged.

**DISTRIBUTION:** City Council
RESOLUTION CC 10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE REVISING
VARIOUS BUILDING, PLANNING, ENVIRONMENTAL REVIEW AND PUBLIC WORKS
PERMIT, PLAN REVIEW AND INSPECTION FEES.

WHEREAS, on December 19, 2006, City Council adopted Resolution CC 06-016 adopting the
Building and Planning User Fee Report and Nexus Analysis prepared for the City of Shasta
Lake by MuniFinancial; and

WHEREAS, the Fee Study determined full cost recovery based on fully burdened hourly rates
for city personnel directly involved in providing the service and includes direct annual salaries
and benefits plus allocations for indirect department overhead costs, interdepartmental support
costs, and central services overhead costs; and,

WHEREAS, City Council Resolution CC 06-016 also revised various Building, Planning,
Environmental Review and Public Works Permit, Plan Review and Inspection Fees. The fees
became effective February 19, 2007, 60 days following adoption of the Resolution; and,

WHEREAS, the City’s Finance Committee met on February 9, 2010, and June 21, 2010, to
discuss possible revisions to the Fee Schedule and directed staff to schedule the item for City
Council consideration; and

WHEREAS, on July 20, 2010, City Council conducted a duly noticed public hearing and
considered public input regarding the amended fee schedule.

NOW, THEREFORE, the City Council of the City of Shasta Lake does hereby resolve as
follows:

SECTION 1: FINDINGS

The City Council finds and determines:

1. The fees and charges previously established by resolution continue to be reasonably
related to the cost of providing the specific services for which the fees are charged. The
amended fee schedule reflects a reduction in several fees, and no fee increases are
proposed at this time.

2. The fees are reasonably related to or are less than the cost of providing the specific
service for which the fee is to be charged, and is necessary to cover the City’s cost of
providing the service.

3. The fees will not exceed the governmental costs in providing the service.

SECTION 2: ADOPTION OF REVISED FEE SCHEDULE

The Building, Planning, Environmental Review, and Public Works Permit, Plan Review and
Inspection fees set forth in Attachment A to this resolution are hereby adopted and supersede
the existing fee schedules for building permit, planning permit, environmental review, plan check
and inspection related fees.
SECTION 3:  INFLATION ESCALATOR

On January 1 of each calendar year, all fees established by this resolution shall be administratively revised annually based upon the Employee Cost Index for State and Local Government Employees, Total Compensation, for the quarter June – September of the previous year, as released by the United States Department of Labor’s Bureau of Labor Statistics.

PASSED, APPROVED AND ADOPTED this 20th day of July 2010 by the following vote:

AYES:
NOES:
ABSENT:

_________________________________
GREG WATKINS, Mayor

ATTEST:

_______________________________
TONI M. COATES, CMC, City Clerk
## BUILDING PERMIT FEE SCHEDULE

### COMMERCIAL AND INDUSTRIAL – NEW CONSTRUCTION

<table>
<thead>
<tr>
<th>Square Footage</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 500</td>
<td>0</td>
<td>0</td>
<td>3,649</td>
</tr>
<tr>
<td>501 - 5,000</td>
<td>0</td>
<td>0</td>
<td>4,753</td>
</tr>
<tr>
<td>5,001 - 10,000</td>
<td>0</td>
<td>0</td>
<td>6,880</td>
</tr>
<tr>
<td>10,000 – 15,000</td>
<td>7,602</td>
<td>7,732</td>
<td>No Change</td>
</tr>
<tr>
<td>15,001 – 30,001</td>
<td>9,452</td>
<td>9,614</td>
<td>No Change</td>
</tr>
<tr>
<td>30,001 – 50,000</td>
<td>11,078</td>
<td>11,268</td>
<td>No Change</td>
</tr>
<tr>
<td>50,001 – 75,000</td>
<td>13,659</td>
<td>13,892</td>
<td>No Change</td>
</tr>
<tr>
<td>75,001 – 100,000</td>
<td>15,997</td>
<td>16,270</td>
<td>No Change</td>
</tr>
<tr>
<td>100,001 – 125,000</td>
<td>18,949</td>
<td>19,273</td>
<td>No Change</td>
</tr>
<tr>
<td>125,000 – 150,000</td>
<td>21,734</td>
<td>22,105</td>
<td>No Change</td>
</tr>
<tr>
<td>150,001 – 175,000</td>
<td>25,009</td>
<td>25,436</td>
<td>No Change</td>
</tr>
<tr>
<td>175,001 – 200,000</td>
<td>28,283</td>
<td>28,766</td>
<td>No Change</td>
</tr>
</tbody>
</table>

**Highlighted Items Are Recommended Fees and/or New Categories**

### Commercial Awning / Carport

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 500</td>
<td>0</td>
<td>0</td>
<td>750</td>
</tr>
<tr>
<td>501 or larger</td>
<td>0</td>
<td>0</td>
<td>1,000</td>
</tr>
</tbody>
</table>
## RESIDENTIAL – NEW CONSTRUCTION

<table>
<thead>
<tr>
<th>Square Footage</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee * 75% of Current Fee for One-Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 1,200</td>
<td>1,927</td>
<td>1,959</td>
<td>1,469</td>
</tr>
<tr>
<td>1,201 – 1,400</td>
<td>2,013</td>
<td>2,047</td>
<td>1,535</td>
</tr>
<tr>
<td>1,401 – 1,800</td>
<td>2,161</td>
<td>2,198</td>
<td>1,649</td>
</tr>
<tr>
<td>1,801 – 2,000</td>
<td>2,247</td>
<td>2,285</td>
<td>1,714</td>
</tr>
<tr>
<td>2,001 – 2,400</td>
<td>2,455</td>
<td>2,497</td>
<td>1,873</td>
</tr>
<tr>
<td>2,401 – 2,600</td>
<td>2,540</td>
<td>2,583</td>
<td>1,937</td>
</tr>
<tr>
<td>2,601 – 3,000</td>
<td>2,688</td>
<td>2,734</td>
<td>2,051</td>
</tr>
<tr>
<td>3,001 – 3,200</td>
<td>2,774</td>
<td>2,821</td>
<td>2,116</td>
</tr>
<tr>
<td>3,201 – 3,600</td>
<td>2,922</td>
<td>2,972</td>
<td>2,229</td>
</tr>
<tr>
<td>Over 3,601</td>
<td></td>
<td></td>
<td>174</td>
</tr>
</tbody>
</table>

Additional cost per 200 Square Feet

---

## FOUNDATION ONLY

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Home / Dwelling</td>
<td>550</td>
<td>559</td>
<td>No Change</td>
</tr>
</tbody>
</table>

---

## RESIDENTIAL ADDITIONS

<table>
<thead>
<tr>
<th>Square Footage</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee * 50% of Current Fee for One Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 600</td>
<td>914</td>
<td>929</td>
<td>465</td>
</tr>
<tr>
<td>601 – 1,200</td>
<td>1,738</td>
<td>1,768</td>
<td>884</td>
</tr>
<tr>
<td>1,201 – 1,400</td>
<td>1,824</td>
<td>1,856</td>
<td>928</td>
</tr>
<tr>
<td>1,401 – 1,800</td>
<td>1,941</td>
<td>1,975</td>
<td>988</td>
</tr>
<tr>
<td>1,801 – 2,000</td>
<td>2,027</td>
<td>2,061</td>
<td>1,031</td>
</tr>
<tr>
<td>2,001 – 2,400</td>
<td>2,143</td>
<td>2,179</td>
<td>1,090</td>
</tr>
<tr>
<td>2,401 – 2,600</td>
<td>2,289</td>
<td>2,328</td>
<td>1,164</td>
</tr>
<tr>
<td>Square Footage</td>
<td>100% Cost Recovery</td>
<td>Current Fee</td>
<td>Recommended Fee</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------</td>
<td>-------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>1 - 300</td>
<td>692</td>
<td>346</td>
<td></td>
</tr>
<tr>
<td>301 - 600</td>
<td>681</td>
<td>692</td>
<td>No Change</td>
</tr>
<tr>
<td>601 - 1,000</td>
<td>955</td>
<td>972</td>
<td>No Change</td>
</tr>
<tr>
<td>1,001 - 1,200</td>
<td>1,073</td>
<td>1,092</td>
<td>No Change</td>
</tr>
<tr>
<td>1,201 - 1,400</td>
<td>1,115</td>
<td>1,134</td>
<td>No Change</td>
</tr>
<tr>
<td>1,401 - 1,600</td>
<td>1,158</td>
<td>1,178</td>
<td>No Change</td>
</tr>
<tr>
<td>1,601 - 1,800</td>
<td>1,215</td>
<td>1,236</td>
<td>No Change</td>
</tr>
<tr>
<td>1,801 - 2,000</td>
<td>1,344</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Over 2,000 – Additional cost per 200 square feet</td>
<td>196</td>
<td>200</td>
<td>No Change</td>
</tr>
</tbody>
</table>

**RESIDENTIAL GARAGES, WORKSHOPS (DETACHED OR ADDITIONS)**

**ELECTRICAL**

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Electric</td>
<td>176</td>
<td>143</td>
<td>106</td>
</tr>
<tr>
<td>Remove/Replace or Miscellaneous Repairs</td>
<td>191</td>
<td>155</td>
<td>115</td>
</tr>
</tbody>
</table>

**PLUMBING**

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Line (Pressure Test)</td>
<td>212</td>
<td>82</td>
<td>No Change</td>
</tr>
<tr>
<td>Remove/Replace Water Heater</td>
<td>212</td>
<td>129</td>
<td>82</td>
</tr>
<tr>
<td>MECHANICAL</td>
<td>100% Cost Recovery</td>
<td>Current Fee</td>
<td>Recommended Fee</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------------------</td>
<td>-------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Remove/Replace HVAC or Misc. Repairs</td>
<td>212</td>
<td>129</td>
<td>No Change</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SWIMMING POOL</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Ground</td>
<td>664</td>
<td>675</td>
<td>No Change</td>
</tr>
<tr>
<td>Above-Ground</td>
<td>337</td>
<td>343</td>
<td>150</td>
</tr>
<tr>
<td>Spa</td>
<td></td>
<td></td>
<td>150</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ROOFING</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>223</td>
<td>152</td>
<td>No Change</td>
</tr>
<tr>
<td>Residential</td>
<td>223</td>
<td>102</td>
<td>No Change</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CARPORT / PATIO COVER / DECKS</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carport - Detached</td>
<td>578</td>
<td>353</td>
<td>282</td>
</tr>
<tr>
<td>Carport - Attached</td>
<td>578</td>
<td>470</td>
<td>376</td>
</tr>
<tr>
<td>Pre-Fabricated Metal Carport</td>
<td></td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Patio Cover - 300 square feet or less</td>
<td>578</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>Patio Cover - 301 square feet or more</td>
<td>578</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>Deck - 400 square feet or less</td>
<td></td>
<td></td>
<td>150</td>
</tr>
<tr>
<td>Deck -</td>
<td>401 square feet or more</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------</td>
<td>-----</td>
<td></td>
</tr>
</tbody>
</table>

### SIGNS

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pylon / Pole (no electrical)</td>
<td>591</td>
<td>601</td>
<td>300</td>
</tr>
<tr>
<td>Pylon / Pole (with)</td>
<td>591</td>
<td>601</td>
<td>415</td>
</tr>
<tr>
<td>Monument</td>
<td>591</td>
<td>356</td>
<td>250</td>
</tr>
<tr>
<td>Wall-Mounted</td>
<td></td>
<td></td>
<td>150</td>
</tr>
</tbody>
</table>

### WIRELESS TELECOMMUNICATIONS FACILITIES

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telecommunications Tower - New</td>
<td>0</td>
<td></td>
<td>601</td>
</tr>
<tr>
<td>Co-Location of Equipment</td>
<td>0</td>
<td></td>
<td>350</td>
</tr>
</tbody>
</table>

### MISCELLANEOUS

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code Compliance Inspection/Report - Regular</td>
<td>624</td>
<td>380</td>
<td>No Change</td>
</tr>
<tr>
<td>Code Compliance Inspection/Report - Low/Moderate Income Qualified</td>
<td>624</td>
<td>102</td>
<td>No Change</td>
</tr>
<tr>
<td>Demolition</td>
<td>263</td>
<td>102</td>
<td>No Change</td>
</tr>
<tr>
<td>Demolition - City Abatement Action/City Project</td>
<td></td>
<td>102</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous Repairs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Residential</td>
<td>350</td>
<td>285</td>
</tr>
<tr>
<td></td>
<td>Commercial</td>
<td>532</td>
<td>541</td>
</tr>
<tr>
<td>Miscellaneous Repairs –</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential - Major ($2,000 or more labor &amp; materials; no plan check)</td>
<td>350</td>
<td>285</td>
<td></td>
</tr>
<tr>
<td>Residential - Minor; no plan check</td>
<td>350</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>Commercial - Major ($5,000 or more labor &amp; materials; no plan check)</td>
<td>532</td>
<td>541</td>
<td></td>
</tr>
<tr>
<td>Commercial - Minor; no plan check</td>
<td>532</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>Retaining Wall / Fence (engineered)</td>
<td>548</td>
<td>557</td>
<td>417</td>
</tr>
<tr>
<td>Temp. Mobile Home During Construction of SFD</td>
<td>0</td>
<td>82</td>
<td></td>
</tr>
<tr>
<td>Solar Energy Systems</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Commercial</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Residential</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>REINSPECTIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td>100% Cost Recovery</td>
<td>Current Fee</td>
<td>Recommended Fee</td>
</tr>
<tr>
<td>Residential (new construction)</td>
<td>167</td>
<td>170</td>
<td>100</td>
</tr>
</tbody>
</table>
### Commercial/Industrial (new construction)

<table>
<thead>
<tr>
<th>Type</th>
<th>Current</th>
<th>Recommended</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial/Industrial</td>
<td>210</td>
<td>214</td>
<td>100</td>
</tr>
</tbody>
</table>

### Miscellaneous Permits

<table>
<thead>
<tr>
<th>Type</th>
<th>Current</th>
<th>Recommended</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous (Minor)</td>
<td>146</td>
<td>119</td>
<td>100</td>
</tr>
</tbody>
</table>

### CLEARING PERMIT (Plan Check and Inspection)

<table>
<thead>
<tr>
<th>Acres</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>223</td>
<td>82</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>1 – 10</td>
<td>522</td>
<td>192</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>11 – 50</td>
<td>761</td>
<td>774</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Over 50</td>
<td>920</td>
<td>935</td>
<td>No Change</td>
<td></td>
</tr>
</tbody>
</table>

### GRADING PERMIT (Plan Check and Inspection)

<table>
<thead>
<tr>
<th>Acres</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>575</td>
<td>468</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>1 – 10</td>
<td>963</td>
<td>980</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>11 – 50</td>
<td>1,624</td>
<td>1,652</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Over 50</td>
<td>2,286</td>
<td>2,325</td>
<td>No Change</td>
<td></td>
</tr>
</tbody>
</table>

### FLOODPLAIN DEVELOPMENT REVIEW (With Building Permit)

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>311</td>
<td>316</td>
<td>150</td>
</tr>
<tr>
<td>Commercial</td>
<td>763</td>
<td>776</td>
<td>150</td>
</tr>
</tbody>
</table>

### PERMIT TIME EXTENSION

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Construction Permit</td>
<td>144</td>
<td>146</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous (Minor) Permit</td>
<td>72</td>
<td>73</td>
<td></td>
</tr>
<tr>
<td>New or Miscellaneous</td>
<td></td>
<td></td>
<td>73</td>
</tr>
</tbody>
</table>
PLANNING PERMIT FEE SCHEDULE

For projects that require more than one type of discretionary permit (e.g., a general plan amendment and a rezone), only the highest fee of all required permits shall be charged. For example, if a General Plan Amendment and Rezone were required, the permit fee would be the amount for the General Plan Amendment, plus all applicable environmental review fees and surcharges.

<table>
<thead>
<tr>
<th>USE PERMIT</th>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major</td>
<td>1 acre or less</td>
<td>3,360</td>
<td>3,417</td>
<td>2,562</td>
</tr>
<tr>
<td></td>
<td>1.1 to 5 acres</td>
<td>4,415</td>
<td>4,490</td>
<td>3,367</td>
</tr>
<tr>
<td></td>
<td>5 to 10 acres</td>
<td>6,456</td>
<td>6,567</td>
<td>4,925</td>
</tr>
<tr>
<td></td>
<td>Over 10 acres</td>
<td>8,410</td>
<td>8,553</td>
<td>6,415</td>
</tr>
<tr>
<td>Minor - Residential</td>
<td>1,619</td>
<td>1,647</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 - 1,000 square feet</td>
<td></td>
<td>824</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Over 1,001 square feet</td>
<td></td>
<td>1,153</td>
<td></td>
</tr>
<tr>
<td>Minor - Existing Commercial Building</td>
<td>1,619</td>
<td>1,647</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 - 1,000 square feet</td>
<td></td>
<td>925</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Over 1,001 square feet</td>
<td></td>
<td>1,235</td>
<td></td>
</tr>
<tr>
<td>Amendment (Major)</td>
<td>1,324</td>
<td>1,347</td>
<td></td>
<td>No Change</td>
</tr>
<tr>
<td>Amendment (Minor)</td>
<td>879</td>
<td>894</td>
<td></td>
<td>No Change</td>
</tr>
<tr>
<td>Time Extension</td>
<td>879</td>
<td>894</td>
<td></td>
<td>No Change</td>
</tr>
<tr>
<td>Type</td>
<td>100% Cost Recovery</td>
<td>Current Fee</td>
<td>Recommended Fee</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>--------------------</td>
<td>-------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td><strong>Site Development Permit (Design Review)-</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Director-Issued</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>1,020</td>
<td>623</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>717</td>
<td>437</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Amendment</td>
<td>326</td>
<td>200</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Affordable Housing Projects</td>
<td></td>
<td>204</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major (Commercial)</td>
<td>915</td>
<td>224</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Minor (Residential)</td>
<td>915</td>
<td>224</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Family Care Unit</td>
<td>718</td>
<td>224</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Family Care Unit Renewal</td>
<td>120</td>
<td>74</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Time Extension</td>
<td>489</td>
<td>112</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>Appeal</td>
<td>781</td>
<td>224</td>
<td>168</td>
<td></td>
</tr>
</tbody>
</table>
## Home Occupation Permit - Includes Business License Fee for First Year
- Fee for First Year: 120 → 122
  - No Change

## Tree Removal Permit - Director
- Fee: 188 → 115
  - No Change

### VARIANCE

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>795</td>
<td>808</td>
<td>No Change</td>
</tr>
<tr>
<td>Commercial</td>
<td>1,404</td>
<td>1,428</td>
<td>No Change</td>
</tr>
<tr>
<td>Time Extension</td>
<td>489</td>
<td>497</td>
<td>No Change</td>
</tr>
<tr>
<td>Appeal</td>
<td>1,262</td>
<td>727</td>
<td>350</td>
</tr>
<tr>
<td>Annual Compliance Monitoring</td>
<td>Based on actual cost</td>
<td>Based on actual cost</td>
<td>No Change</td>
</tr>
</tbody>
</table>

### ZONING

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rezone or Pre-Zone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 acre or less</td>
<td>3,177</td>
<td>3,231</td>
<td>No Change</td>
</tr>
<tr>
<td>1.1 to 10 acres</td>
<td>5,066</td>
<td>5,153</td>
<td>No Change</td>
</tr>
<tr>
<td>10.1 to 100 acres</td>
<td>7,043</td>
<td>7,163</td>
<td>No Change</td>
</tr>
<tr>
<td>Over 100 acres</td>
<td>11,881</td>
<td>12,084</td>
<td>No Change</td>
</tr>
<tr>
<td>Written Interpretation</td>
<td>496</td>
<td>505</td>
<td>100</td>
</tr>
</tbody>
</table>

### GENERAL PLAN

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 acre or less</td>
<td>4,583</td>
<td>4,662</td>
<td>No Change</td>
</tr>
<tr>
<td>1.1 to 10 acres</td>
<td>5,671</td>
<td>5,767</td>
<td>No Change</td>
</tr>
<tr>
<td>10.1 to 100 acres</td>
<td>8,633</td>
<td>8,780</td>
<td>No Change</td>
</tr>
<tr>
<td>Over 100 acres</td>
<td>12,670</td>
<td>12,886</td>
<td>No Change</td>
</tr>
</tbody>
</table>
### SPECIFIC PLAN

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 acre or less</td>
<td>2,740</td>
<td>2,787</td>
<td>No Change</td>
</tr>
<tr>
<td>1.1 to 10 acres</td>
<td>3,795</td>
<td>3,859</td>
<td>No Change</td>
</tr>
<tr>
<td>10.1 to 100 acres</td>
<td>7,450</td>
<td>7,578</td>
<td>No Change</td>
</tr>
<tr>
<td>Over 100 acres</td>
<td>9,497</td>
<td>9,659</td>
<td>No Change</td>
</tr>
<tr>
<td>Amendment</td>
<td>6,976</td>
<td>7,095</td>
<td>No Change</td>
</tr>
</tbody>
</table>

### ENVIRONMENTAL REVIEW

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Categorical Exemption</td>
<td>188</td>
<td>192</td>
<td>No Change</td>
</tr>
<tr>
<td>Negative Declaration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 5 acres</td>
<td>2,214</td>
<td>2,252</td>
<td>1,478</td>
</tr>
<tr>
<td>5 to 10 acres</td>
<td>2,214</td>
<td>2,252</td>
<td>1,642</td>
</tr>
<tr>
<td>10.1 to 40 acres</td>
<td>2,214</td>
<td>2,252</td>
<td>1,824</td>
</tr>
<tr>
<td>40.1 to 100 acres</td>
<td>2,214</td>
<td>2,252</td>
<td>2,027</td>
</tr>
<tr>
<td>Over 100 acres</td>
<td>2,214</td>
<td>2,252</td>
<td>2,252</td>
</tr>
<tr>
<td>Mitigated Negative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 5 acres</td>
<td>3,430</td>
<td>3,488</td>
<td>2,252</td>
</tr>
<tr>
<td>5 to 10 acres</td>
<td>3,430</td>
<td>3,488</td>
<td>2,477</td>
</tr>
<tr>
<td>10.1 to 40 acres</td>
<td>3,430</td>
<td>3,488</td>
<td>2,725</td>
</tr>
<tr>
<td>40.1 to 100 acres</td>
<td>3,430</td>
<td>3,488</td>
<td>2,997</td>
</tr>
<tr>
<td>Over 100 acres</td>
<td>3,430</td>
<td>3,488</td>
<td>3,297</td>
</tr>
</tbody>
</table>
### EIR Review, Administration

<table>
<thead>
<tr>
<th>Type</th>
<th>Actual Cost</th>
<th>Actual Cost</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 acres</td>
<td>4,249</td>
<td>4,322</td>
<td>No Change</td>
</tr>
<tr>
<td>5.1 to 10 acres</td>
<td>5,372</td>
<td>5,464</td>
<td>No Change</td>
</tr>
<tr>
<td>10.1 to 40 acres</td>
<td>6,785</td>
<td>6,901</td>
<td>No Change</td>
</tr>
<tr>
<td>40.1 to 100 acres</td>
<td>11,279</td>
<td>11,471</td>
<td>No Change</td>
</tr>
<tr>
<td>Over 100 acres</td>
<td>13,359</td>
<td>13,587</td>
<td>No Change</td>
</tr>
</tbody>
</table>

### Mitigation Monitoring

<table>
<thead>
<tr>
<th>Type</th>
<th>Actual Cost</th>
<th>Actual Cost</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### DEVELOPMENT AGREEMENT

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Government Code</td>
<td>4,892</td>
<td>4,975</td>
<td>No Change</td>
</tr>
</tbody>
</table>

### SUBDIVISIONS

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel Map (4 or fewer parcels)</td>
<td>3,804</td>
<td>3,095</td>
<td>No Change</td>
</tr>
<tr>
<td>Appeal</td>
<td>2,737</td>
<td>2,784</td>
<td>400</td>
</tr>
<tr>
<td>Amendment/Revision</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major</td>
<td>3,979</td>
<td>4,047</td>
<td>1,547</td>
</tr>
<tr>
<td>Minor</td>
<td>3,979</td>
<td>4,047</td>
<td>774</td>
</tr>
<tr>
<td>Major Subdivision</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-20 parcels</td>
<td>4,688</td>
<td>4,769</td>
<td>No Change</td>
</tr>
<tr>
<td>21-50 parcels</td>
<td>6,300</td>
<td>6,407</td>
<td>No Change</td>
</tr>
<tr>
<td>101-200 parcels</td>
<td>10,078</td>
<td>10,250</td>
<td>No Change</td>
</tr>
<tr>
<td>Over 200 parcels</td>
<td>14,129</td>
<td>14,370</td>
<td>No Change</td>
</tr>
<tr>
<td>Extension of Time</td>
<td>1,771</td>
<td>1,801</td>
<td>No Change</td>
</tr>
<tr>
<td>Appeal</td>
<td>2,737</td>
<td>2,784</td>
<td>900</td>
</tr>
<tr>
<td>Amendment/Revision</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major</td>
<td>3,979</td>
<td>4,047</td>
<td>No Change</td>
</tr>
<tr>
<td>Minor</td>
<td>3,979</td>
<td>4,047</td>
<td>2,023</td>
</tr>
<tr>
<td>Reversion to Acreage</td>
<td>3,372</td>
<td>3,430</td>
<td>No Change</td>
</tr>
</tbody>
</table>
# Certificate of Compliance

<table>
<thead>
<tr>
<th>Type</th>
<th>Director-Issued</th>
<th>Planning Commission-Issued</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>No Change</td>
</tr>
<tr>
<td>2,534</td>
<td>1,500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## PROPERTY LINE ADJUSTMENT

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Line Adj./Merger 1-2 Lots</td>
<td>4,452</td>
<td>886</td>
<td></td>
</tr>
<tr>
<td>Property Line Adj./Merger 3-4 Lots</td>
<td>4,452</td>
<td>1,182</td>
<td></td>
</tr>
<tr>
<td>Property Line Adjustment 1-4 Lots</td>
<td>1,452</td>
<td></td>
<td>886</td>
</tr>
<tr>
<td>Merger to correct Non-Conforming Parcel</td>
<td>1,452</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Appeal</td>
<td>2,951</td>
<td>886</td>
<td>150</td>
</tr>
</tbody>
</table>

## ASSESSMENT DISTRICT

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street and Utility Improvements</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
<td>No Change</td>
</tr>
<tr>
<td>Subdivision Improvements</td>
<td>13,910</td>
<td>$5,000 Deposit - Actual Cost</td>
<td>No Change</td>
</tr>
<tr>
<td>District Segregation</td>
<td></td>
<td></td>
<td>No Change</td>
</tr>
<tr>
<td>Parcel Map</td>
<td>1,233</td>
<td>1,254</td>
<td>No Change</td>
</tr>
<tr>
<td>Major Subdivision Map</td>
<td>2,471</td>
<td>2,513</td>
<td>No Change</td>
</tr>
</tbody>
</table>
### ENCROACHMENT PERMIT

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driveway/Sidewalk/Utilities</td>
<td>188</td>
<td>102</td>
<td>No Change</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexation</td>
<td>Actual Cost</td>
<td>$5,000 Deposit</td>
<td>No Change</td>
</tr>
</tbody>
</table>

### ABANDONMENT/VACATION

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summary</td>
<td>1,354</td>
<td>825</td>
<td>No Change</td>
</tr>
<tr>
<td>Regular</td>
<td>2,260</td>
<td>1,379</td>
<td>No Change</td>
</tr>
</tbody>
</table>

### FLOODPLAIN DETERMINATION

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Determination</td>
<td>293</td>
<td>102</td>
<td>No Change</td>
</tr>
</tbody>
</table>

### DEFERRED IMPROVEMENT AGREEMENT / COVENANT

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Improvement Agreement/Covenant Preparation</td>
<td>248</td>
<td>151</td>
<td>50</td>
</tr>
</tbody>
</table>
### PLAN CHECKING/INSPECTION

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improvement Agreement Preparation</td>
<td>663</td>
<td>102</td>
<td>50</td>
</tr>
<tr>
<td>Parcel Map/Use Permit</td>
<td>2,646</td>
<td>$500 Deposit - Actual Cost</td>
<td>Deposit - 2% of Engineer's Estimate for Improvements - Actual Cost</td>
</tr>
<tr>
<td>Major Subdivision</td>
<td>5,203</td>
<td>$1,000 Deposit - Actual Cost</td>
<td>Deposit - 2% of Engineer's Estimate for Improvements - Actual Cost</td>
</tr>
</tbody>
</table>

### IMPROVEMENT INSPECTION

<table>
<thead>
<tr>
<th>Type</th>
<th>100% Cost Recovery</th>
<th>Current Fee</th>
<th>Recommended Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel Map/Use Permit</td>
<td>3,653</td>
<td>$500 Deposit - Actual Cost</td>
<td>$1,000 Deposit - Actual Cost</td>
</tr>
<tr>
<td>Major Subdivision</td>
<td>6,929</td>
<td>$1,000 Deposit - Actual Cost</td>
<td>$5,000 Deposit - Actual Cost</td>
</tr>
<tr>
<td>Tentative Map Check</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parcel Map</td>
<td>1,873</td>
<td>$500 Deposit - Actual Cost</td>
<td>$2,000 Deposit - Actual Cost</td>
</tr>
<tr>
<td>Final Subdivision Map</td>
<td>2,751</td>
<td>$1,000 Deposit - Actual Cost</td>
<td>$5,000 Deposit - Actual Cost</td>
</tr>
<tr>
<td>Type</td>
<td>100% Cost Recovery</td>
<td>Current Fee</td>
<td>Recommended Fee</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------------------</td>
<td>-------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Determination of Public Necessity</td>
<td>295</td>
<td>180</td>
<td>No Change</td>
</tr>
<tr>
<td>Street Name Change</td>
<td>477</td>
<td>485</td>
<td>No Change</td>
</tr>
</tbody>
</table>
Pre-Application Fees

The following fees shall be paid for pre-application review prior to submittal of a formal application to the City. If a building permit or land use application is submitted to the City within one year of the date the pre-application fee is paid, the fee shall be applied to the total amount due for the applicable permit.

Building Permits

<table>
<thead>
<tr>
<th>Pre-Application / Site Plan Review</th>
<th>Current</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial/Industrial – New Construction</td>
<td>$200</td>
<td>No Change</td>
</tr>
<tr>
<td>Residential – New Construction</td>
<td>$100</td>
<td>No Change</td>
</tr>
</tbody>
</table>

Planning Permits

<table>
<thead>
<tr>
<th>Pre-Application / Site Plan Review</th>
<th>Current</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abandonment/Vacation</td>
<td>$400</td>
<td>$200</td>
</tr>
<tr>
<td>Administrative Permits</td>
<td>$200</td>
<td>$100</td>
</tr>
<tr>
<td>Annexation</td>
<td>$600</td>
<td>No Change</td>
</tr>
<tr>
<td>General Plan Amendment</td>
<td>$500</td>
<td>$200</td>
</tr>
<tr>
<td>Parcel Map</td>
<td>$400</td>
<td>$200</td>
</tr>
<tr>
<td>Property Line Adjustment/ Merger</td>
<td>$300</td>
<td>$100</td>
</tr>
<tr>
<td>Specific Plan</td>
<td>$500</td>
<td>No Change</td>
</tr>
<tr>
<td>Subdivision Map</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>5-10 Lots</td>
<td>$500</td>
<td>$200</td>
</tr>
<tr>
<td>11 or More Lots</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>Use Permit – Major</td>
<td>$400</td>
<td>$200</td>
</tr>
<tr>
<td>Use Permit - Minor</td>
<td>$300</td>
<td>$100</td>
</tr>
<tr>
<td>Variance</td>
<td>$300</td>
<td>$100</td>
</tr>
<tr>
<td>Zoning</td>
<td>$400</td>
<td>No Change</td>
</tr>
</tbody>
</table>
## Building Division Fees

### Surcharges for ALL Building Permits

<table>
<thead>
<tr>
<th>Surcharges for ALL Building Permits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Plan Maintenance Fee</td>
<td>0.1842% of Valuation</td>
</tr>
<tr>
<td>Information Technology Fee</td>
<td>0.1789% of Valuation</td>
</tr>
</tbody>
</table>

### SMIP State-Mandated Fee

<table>
<thead>
<tr>
<th>Residential</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Valuation &lt; $5,000</td>
<td>$0.50</td>
</tr>
<tr>
<td>Valuation &gt;$5,000</td>
<td>Valuation X 0.0001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Valuation less than $2,381</td>
<td>$0.50</td>
</tr>
<tr>
<td>Valuation more than $2,381</td>
<td>Valuation X 0.00021</td>
</tr>
</tbody>
</table>

### CBSC State-Mandated Fee

<table>
<thead>
<tr>
<th>Valuation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1 - 25,000</td>
<td>$1</td>
</tr>
<tr>
<td>25,001 - 50,000</td>
<td>$2</td>
</tr>
<tr>
<td>50,001 - 75,000</td>
<td>$3</td>
</tr>
<tr>
<td>75,001 - 100,000</td>
<td>$4</td>
</tr>
<tr>
<td>Every $25,000 or fraction thereof above $100,000</td>
<td>Add $1</td>
</tr>
</tbody>
</table>
AGENDA ITEM
City Council

TO: Carol Martin, City Manager
FROM: Carla L. Thompson, AICP, Development Services Director
DATE: June 22, 2010
SUBJECT: Economic Development Corporation Board of Directors
FILE NO.: E-030-120-522

RECOMMENDATION:
Staff recommends that City Council adopt the attached Resolution reappointing Richard van Wyhe as the City’s representative on the Shasta County Economic Development Corporation Board of Directors for a two-year term.

BACKGROUND:
The Economic Development Corporation of Shasta County (EDC) is a private, nonprofit corporation founded in 1958 to assist local expansion and to promote Shasta County and its cities for new industrial development. Services provided by the EDC include business development, retention and expansion; industrial recruitment; business financial services; enterprise zone and recycling zone information.

The EDC Board of Directors oversees the general operation of the EDC. Directors are appointed by its permanent members: the County of Shasta, the City of Redding, the City of Anderson, the City of Shasta Lake and the Chambers of Commerce for Redding, Anderson, Cottonwood, Burney and Fall River.

Richard van Wyhe was initially appointed by City Council on July 2004 to serve a two-year term as a representative on the Economic Development Corporation (EDC) Board of Directors. Council reappointed him on July 18, 2006, and again on July 15, 2008, for additional two-year terms.

Mr. van Wyhe is interested in continuing serving on the EDC Board and requests reappointment for an additional two-year term. Mr. van Wyhe has proven to be an extremely committed representative of the City in this position and currently serves on the EDC Executive Committee. A letter of interest from Mr. van Wyhe is attached.
FISCAL IMPACTS:
There are no fiscal impacts to the City as a result of this action.

ATTACHMENTS:
Proposed Resolution of Approval
Letter of Interest from Richard van Wyhe, June 9, 2010

DISTRIBUTION:
City Council
Fred Castagna, Project Manager
RESOLUTION CC 10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE REAPPOINTING RICHARD VAN WYHE TO THE SHASTA COUNTY ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS FOR A TWO-YEAR TERM.

WHEREAS, the Economic Development Corporation of Shasta County (EDC) is a private, nonprofit corporation founded in 1958 to assist local expansion and to promote Shasta County and its cities for new industrial development; and

WHEREAS, services provided by the EDC include business development, retention and expansion; industrial recruitment; business financial services; enterprise zone and recycling zone information; and

WHEREAS, the EDC Board of Directors oversees the general operation of the EDC, with membership of the Board comprised of representatives from Shasta County, the cities of Anderson, Redding and Shasta Lake, and Chambers of Commerce for Redding, Anderson, Cottonwood, Burney and Fall River; and

WHEREAS, the current City of Shasta Lake representative, Mr. Richard van Wyhe, requests reappointed for an additional two-year term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shasta Lake hereby appoints Mr. Richard van Wyhe to the Shasta County Economic Development Corporation Board of Directors for a two-year term.

PASSED, APPROVED AND ADOPTED this 20th day of July 2010 by the following vote:

AYES:

NOES:

ABSENT:

GREG WATKINS, Mayor

ATTEST:

TONI M. COATES, CMC, City Clerk

July 20, 2010
June 9, 2010

Carla Thompson
City of Shasta Lake
P.O. Box 777
Shasta Lake, CA 96019

Carla

Please inform the City Council of my desire to continue to serve the City as their appointed Board Member on the Economic Development Corporation of Shasta County, Board of Directors. Let it also be known that I have an outstanding attendance and participation record, and that I am currently a member of the Executive Committee for the Board.

For the new Council Members who may not be familiar with my background, I offer the following. I have been a business owner for 35 years. As a Shasta Lake resident and business owner, I have a vested interest in the economic well being of our community. I have served as a board member for the local Chamber of Commerce, the Shasta Dam Kiwanis, and as a member of the Shasta Damboree Committee. I serve as a Planning Commissioner for the City of Shasta Lake, and as President of both the Shasta County and South Lake Shasta Fire Safe Councils. I however, do not simply attend meetings, as I am an active and committed participant. Not only am I an ambassador for the City of Shasta Lake and Shasta County locally, but promote both in my travels and on my company’s website. I would appreciate your continued support by reappointing me to the EDC Board of Directors.

Sincerely

Richard van Wyhe
Partner
van Wyhe’s Custom Engraving
EV4U Custom Conversions
AGENDA ITEM
City Council

TO: Carol Martin, City Manager
FROM: Toni M. Coates, CMC, City Clerk
DATE: June 29, 2010
SUBJECT: Processing and Delivering of Council Mail by the City Clerk’s Office
FILE NO.: A-050-090-000

RECOMMENDATION:
Staff recommends that Council discuss and consider a new administrative policy regarding City Council mail handling. Staff has included a draft policy for Council review and discussion. The attached Resolution has been left open in order for Council to craft the policy as they determine is appropriate.

BACKGROUND:
Councilmember Lucero has asked that mail addressed to her at City Hall or the City’s P.O. Box not be opened.

During the Goals and Objectives Workshop held on April 21, 2008, the topic of how City Council mail was to be handled was included in the session. The following italicized content was what was presented to council. The bold content reflects the direction given to staff in each case.

General Administrative Policies and Protocols (GAAP). Include written procedures for communications to be incorporated in the City Council Information Manual.

Upon authorization of the City Council Member, the City Clerk shall open all mail addressed to the Mayor and City Members, with the exception of those marked “Personal or “Confidential.”

Council directed the City Clerk to open all mail not marked “Personal” or “Confidential,” and disseminate and distribute as appropriate,” as they discussed that mail received at the city should be deemed city business.

Communications Addressed to the City Council – All correspondence addressed to the “City Council” is treated as public information. A copy is made for each member of the City Council and City Manager, and all other affected departments for information, referral or handling. The original document is retained in the City Central Files.
Council agreed with the process.

Communication addressed to the Mayor – Commonly, the sender’s intent when addressing communication to the “Mayor” is merely to forward it to the head of the city governing body, and consequently, this type of correspondence is often handled in the same manner as communication addressed to the “City Council”. Handling of the Mayor’s mail is, however, at the discretion of the individual serving in this capacity which is ascertained each year following the reorganization of the City Council.

Council agreed with the process and re-confirmed that all mail received by the City for City Council or an individual Councilmember should be deemed city business and as such, public information unless marked “Personal” or “Confidential”.

FISCAL IMPACTS:

There are no fiscal impacts to the City as a result of this action.

ATTACHMENTS:

Proposed Resolution for approval of a new administrative policy

DISTRIBUTION:

City Council
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE APPROVING AN ADMINISTRATIVE POLICY FOR THE HANDLING OF ALL MAIL ADDRESSED TO CITY COUNCIL.

WHEREAS, Council desires a policy for the handling of City Council mail and correspondence in order to maintain consistent policies and practices; and

WHEREAS, upon approval of this Resolution, the City Clerk will amend the City Council Candidate's Informational Manual to add this new policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shasta Lake hereby establishes an administrative policy for the handling of all City Council mail.

PASSED, APPROVED AND ADOPTED this 20th day of July 2010 by the following vote:

AYES:
NOES:
ABSENT:

GREG WATKINS, Mayor

ATTEST:

TONI M. COATES, CMC, City Clerk
CITY OF SHASTA LAKE
Administrative Policy
for the Processing and Delivering of City Council Mail
by the City Clerk’s Office

Each City Council Member has their own box in the City Hall Annex in which to receive mail, correspondence and other written information. Mail from both the Street Address and the Post Office Box for the City of Shasta Lake is sorted in the Customer Service Department. All Council mail is placed in the City Clerk’s box for further dissemination.

Items that are addressed to “City Council” will be opened by the City Clerk, copied and distributed to each council member, the City Manager, and all other affected departments for information, referral or handling. This process ensures that all city council members and related staff have equal access to information. The City Clerk will retain a copy for the central files of all correspondence handled in this manner, as they are public records.

Items addressed to individuals by name and title will be placed in their box, unopened. The individual council member will be responsible for the copying and distributing of pertinent city business correspondence to all other members of city council, to the City Manager, and the City Clerk. The City Clerk shall retain a copy in the central files as a public record.

All items marked “Personal” or Confidential” will be placed in the box of the addressee unopened.
TO: Carol Martin, City Manager  
FROM: Carla L. Thompson, AICP, Development Services Director  
DATE: July 12, 2010  
SUBJECT: Thomas Tenney, 13738 Sacramento St.  
FILE NO.:  

RECOMMENDATION:  

Staff recommends Council advise Mr. Tenney to locate his property corners in order to determine the actual rear yard setback for the proposed RV cover.  

Staff also intends, as part of the comprehensive update to the Zoning Code, to authorize the Development Services Director to grant minor exceptions to development standards under certain circumstances, similar to the City of Redding’s policy (see attached).  

BACKGROUND:  

On June 17, 2010, the City received a building permit application from Mr. Thomas Tenney for installation of a 12’ X 20’ detached metal RV cover on his property at 13738 Sacramento Street.  

The property is in an R-1 zoning district, which requires a rear yard setback of 15 feet. The plot plan submitted by Mr. Tenney with his building permit application on June 17, 2010, was not drawn to scale but indicates the existing garage is 9’4” from the fence, which may or may not be the property line. The attached plot plan date stamped July 9, 2010, indicates the rear yard setback for the existing garage is 9’2” from the fence.  

Mr. Tenney would like the proposed RV cover to line up with the front of the garage, which would result in the garage being between 13’4” to 13’6” from the fence. Although this is only approximately 1.5 feet less than the required 15’ setback, staff does not have the authority to grant an exception to the minimum rear yard setback.  

For detached accessory structures, Zoning Code Section 17.84.020(E)(5) allows a one-foot interior side yard setback on the rear half of the lot. The plot plan indicates a 3’ side yard setback.
Variances

Pursuant to Government Code Section 65906, variances from the terms of the zoning ordinances can be granted only under certain circumstances. Variances are limited to those situations where the peculiar physical characteristics of a site make it difficult to develop under standard regulations. A variance is granted in order to bring the disadvantaged property up to the level of use enjoyed by nearby properties in the same zone.

Financial hardship, community benefit, or the worthiness of the project are not considerations in determining whether to approve a variance (Orinda Association v. Board of Supervisors (1986) 182 Cal.App.3d 1145).

Zoning Code Section 17.92.010 requires the following findings be adopted by the Planning Commission in order to approve a variance:

1. There are special circumstances applicable to the applicant’s property, including size, shape, topography, location or surroundings, and as a consequence of these circumstances, the strict application of the zoning regulations deprives the property of privileges enjoyed by other property in the vicinity and in the same zone district; and

2. The variance is necessary for the preservation and enjoyment of substantial property rights of the applicant; and

3. The variance will not, under the circumstances of the particular case, adversely affect the health or safety of persons residing or working in the neighborhood of the property of the applicant, and will not, under the circumstances of the particular case, be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood.

It is staff's opinion the project would not qualify for a variance from the required setback pursuant to the findings required by state law and local codes. There are no special circumstances associated with the subject property that would prevent the applicant from achieving the 15-foot setback.

Permit Fees

Proposed revisions to the Permit Fee Schedule would reduce the fee for this type of structure to $100.00, plus the General Plan Maintenance and Information Technology fees and state-mandated fees.

FISCAL IMPACTS:

Not Applicable.

ATTACHMENTS:

Location Map
Zoning Exception Policy and Procedure, City of Redding

DISTRIBUTION:

City Council
ZONING EXCEPTION

PURPOSE

The City's Zoning Ordinance establishes standards for the development of property within all zoning districts of the city. There are occasions, however, when the strict applications of such standards may be inappropriate because of special characteristics of the property. In order to provide flexibility necessary to achieve the objectives of the Zoning Code, certain development standards may be relaxed by administrative review through the granting of a Zoning Exception. Standards for which such an exception may be considered fall within the following categories:

A. Fence height
B. Side-yard and rear-yard setbacks
C. Front-yard setback
D. On-site parking
E. Shade trees in parking lot
F. Lot size
G. Minimum parcel width for flag lots
H. Building separation

It is important to note that only certain exceptions may be granted within these categories. The circumstances under which an exception may be granted and the degree of the exception are expressly limited by the Zoning Code. Deviations from the standards of the Zoning Ordinance beyond what are allowed by a Zoning Exception would require approval of a variance request.

A Zoning Exception can be granted only if the following findings can be made:

1. That application for the adjustment is necessary due to special circumstances or conditions pertaining to the property or to the use thereon.
2. That the proposed adjustment is necessary in order that the owner may not be unreasonably deprived of the proper use or enjoyment of the owner's property.
3. That the proposed adjustment would not be detrimental to the neighborhood in which the property is located.
4. That the proposed adjustment is consistent with the legislative intent of the zoning and development standards of the City.
5. That construction has not commenced.
6. That not more than one exception is granted per parcel.

PROCESS

Step 1 - Preapplication Discussion with Staff

It is recommended that you review the request with Planning Division staff prior to the submission of the formal application. This will allow an opportunity to discuss the feasibility of the request as well as any possible alternatives that may eliminate the need for an exception or improve the chance of the exception being granted. In addition, you and staff can review the required data and procedures to be followed through the process. Usually, this first step is the most important step and helps a project move faster through the process.

Step 2 - Filing of Application

You should submit a completed application form, an accurately drawn reproducible site plan, a written statement explaining why the findings necessary to grant the exception are satisfied, and the filing fee to the Planning Division of the Development Services Department, 777 Cypress Avenue, Redding, California 96001. A staff Planner will review the material to make sure all the required information is provided. The application must be signed by the property owner(s).
Step 3 – Environmental Review

Within five working days of receipt of a complete application, the Planning Director shall make a determination to either deny, approve, or conditionally approve the Zoning Exception. The application may also be referred to the Board of Administrative Review. If the Planning Director determines to approve or conditionally approve a Zoning Exception, notice of the approval will be mailed to the applicant and all owners of abutting property. Whenever any exception is granted, the Planning Director or Board of Administrative Review may impose such conditions as may be necessary to safeguard the interests of the neighborhood.

The decision by the Planning Director to approve or deny a Zoning Exception may be appealed to the Board of Administrative Review within seven calendar days of the Director's determination. Without appeal, the Zoning Exception is effective in seven days. Approval of a Zoning Exception shall automatically be revoked if not utilized within 180 days from the effective date.

ESTIMATED TIME REQUIREMENTS

The processing of a Zoning Exception is designed to be expedient. By definition, it is exempt from environmental review, and the Planning Director is required to render a decision on the request within five working days of receipt of a complete application. The key is to submit a complete and accurate application. No building permits, however, can be obtained until after the seven-day appeal period.

APPLICATION SUBMITTAL REQUIREMENTS

1. Application form completed and signed.
2. Letter of justification.
3. Application fee—refer to "Schedule of Fees and Charges."
4. Site Plan drawn to scale (including a north arrow) showing the location of existing and/or proposed buildings in relation to adjacent property lines and indicating the requested exception, together with sufficient information to understand the need for an exception, given the circumstances of the property involved. An example is depicted below:

[Diagram of requested exception with specific measurements and setback distances]
AGENDA ITEM
City Council Meeting

TO: Carol Martin, City Manager
FROM: Fred Castagna, Project Manager
DATE: July 7, 2010
SUBJECT: Extension of term of the Professional Services Agreement with the Economic Development Corporation of Shasta County for the Green Technology Business Park feasibility study project and approval of Chabin Concepts as subcontractor.

FILE:

RECOMMENDATION: Staff recommends that City Council approve a six month extension of the term of the contract between the City of Shasta Lake (City) and the Economic Development Corporation of Shasta County (Consultant) in the form of the attached Amendment to Agreement. In addition, staff recommends that City Council approve Chabin Concepts as a subcontractor to the Consultant.

BACKGROUND: At its February 16, 2010 regular meeting, the City Council approved a Professional Services Agreement (Agreement) with the Consultant to conduct a study to determine the feasibility of developing a Green Technology Business Park on land owned by the McConnell Foundation. The study is funded by a Community Development Block Grant and McConnell Foundation has paid the matching funds required by the grant.

There has been no discussion of using City funds to purchase the McConnell property or to develop the business park should it be deemed feasible. Although this project, if developed, could benefit the City of Shasta Lake with jobs and tax revenues, it is not envisioned at this time to become a public project.

Since the February 16th meeting, the President of the Consultant firm, Greg O’Sullivan, has left the company. Mr. O’Sullivan’s expertise in conducting this type of study was a major factor in selection of the Consultant for the project.

The Consultant has now contracted with Chabin Concepts of Chico, CA to complete the tasks in contract’s Scope of Work which were to be performed by Mr. O’Sullivan. Mr. Brad Frost, Chairman of the Consultant’s Board of Directors will attend the July 20th meeting of City Council where he will introduce Ms. Audrey Taylor, President and Principal in the firm of Chabin.
Concepts of Chico, CA. Ms. Taylor and her staff will be managing the Green Technology Business Park feasibility study project and complete the Scope of Services in the Agreement.

Chabin Concepts is considered the premier economic development firm in the Upstate region and Ms. Taylor is very experienced in conducting economic development feasibility studies. Staff feels very confident this firm will complete our project in a proficient and professional manner. A copy of Ms. Taylor’s resume is attached. More information regarding the staff and experience of Chabin Concepts will be presented at the meeting. You may visit www.ChabinConcepts.com for more on the company and Ms. Taylor.

The agreement with the Consultant currently calls for completion of the study prior to December 31, 2010. The loss of Mr. O’Sullivan has set back the start of the study by approximately six months. Therefore, the Consultant has requested an extension on the term of the agreement. Staff believes this is a reasonable request and recommends approving a six month extension to June 30, 2011. The terms of the CDBG grant call for the project to be completed by December 31, 2011, therefore, the contract term extension will fall well within this deadline.

An Amendment To Agreement was prepared by the City Attorney and is attached.

**FISCAL IMPACTS:** None. The project is grant-funded and the required matching funds will be paid by the McConnell Foundation.

**ATTACHMENTS:** Resolution, Amendment to Agreement

**DISTRIBUTION:** City Council, Assistant City Manager, Grant Program Managers
RESOLUTION CC 10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE
APPROVING A SIX MONTH EXTENSION IN THE TERM OF THE PROFESSIONAL
SERVICES AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION
OF SHASTA COUNTY TO CONDUCT A FEASIBILITY STUDY FOR A GREEN
TECHNOLOGY BUSINESS PARK AND APPROVAL OF CHABIN CONCEPTS AS
SUBCONTRACTOR.

WHEREAS, the City of Shasta Lake (City) entered into a Professional Services Agreement
(Agreement) with the Economic Development of Shasta County (Consultant) to complete a
Green Technology Business Park feasibility study (Project); and

WHEREAS, the Consultant has lost a staff person who was essential to completion of the
Project; and

WHEREAS, loss of this key staff person has set back start of the Project study by six months; and

WHEREAS, the Consultant has contracted with Chabin Concepts of Chico, CA to perform those
Project tasks which were to be assigned to the staff person who left the company; and

WHEREAS, the Consultant has requested an extension of the term of the Agreement to
compensate for time lost due the loss of key personnel.

NOW, THEREFORE, BE IT RESOLVED that the City of Shasta Lake hereby approves Chabin
Concepts as a subcontractor to the Consultant for the Project and also approves a six month
extension of the term of the Agreement to June 30, 2011, and authorizes the City Manager to
sign an Amendment To Agreement effectuating the extension of term and any minor
amendments thereto on behalf of the City of Shasta Lake.

PASSED, APPROVED AND ADOPTED this 20th day of July, 2010, by the following vote:

AYES: ___________________________________________

NOES: ___________________________________________

ABSENT: _________________________________________

______________________________
GREG WATKINS, Mayor

ATTEST:

______________________________
TONI M. COATES, CMC, City Clerk
AMENDMENT TO AGREEMENT

First Amendment to the Professional Services Agreement between the City of Shasta Lake (City) and the Economic Development Corporation of Shasta County (Consultant) dated February 22, 2010.

Whereas, the term of the agreement expires on December 31, 2010, and

Whereas, the Consultant has experienced a loss of key personnel, and

Whereas, the Consultant has requested more time to complete the contract Scope of Services,

Now, therefore, it is agreed that Paragraph 3 of the Agreement is amended to read:

3. TERM OF AGREEMENT
This Agreement shall commence on February 22, 2010 and shall terminate effective June 30, 2011.

City of Shasta Lake

By: ______________________________________  _________________________
    CAROL MARTIN     Date
    City Manager

Consultant

By: ______________________________________  _________________________
    BRAD FROST     Date
    Chairman of the Board
Chabin Concepts, Inc.

Statement of Qualifications

June 2010
Chabin Concepts, Inc.

Our goal is to position communities to win new jobs and investment by creating strategic roadmaps supplemented with tools to help each community, region or state to achieve their goals and objectives.

A Network of Professionals

Our signature style of developing solutions for our clients is to use an interdisciplinary team of professionals from across the nation who can provide the expertise needed, including:

- strategic planning and marketing campaigns and tactics
- real estate development and site evaluation
- industrial, commercial, and retail market development
- economic, market, and workforce analysis
- industry intelligence
- print and electronic creative design
- prospecting services

We use an asset-based approach to devise strategies that focus on opportunities - creating and delivering strategic solutions, tactics, and tools designed to meet the goals and objectives of your community – no cookie cutter strategies. We focus is on the opportunities that will enhance and continually improve the economic base. Using the asset-based approach means each project is unique receiving:

- relevant research and business intelligence;
- useful tools and systems that help quickly respond to market-customer demand;
- tactical roadmap matching organizational capabilities, leverages other resources, guides implementation and go-to-market actions.

Experience and Understanding

- We appreciate the challenges communities face to perform and generate results; respond to economic shifts; create and communicate an area’s competitive advantages to the appropriate audience;
- We understand the continual demand and burden created by global competition;
- We are knowledgeable of industry trends and the unique infrastructure and technology they require;
- We work closely with the local team to conceive solutions, develop a roadmap for success, establish measurable results, and provide the tools to implement a successful economic development program.

“Working with Chabin Concepts was a great strategic exercise. They were able to help clarify and narrow our goals. We believe it helped us be more successful as a result.”

Jane Signaigo-Cox
former, Senior Vice President
San Diego Regional EDC
Strategic Solutions, Tactics, and Tools

Economic development solutions are often a combination of strategic thinking and tactical implementation. Chabin customizes its services to the needs of the economic development professional, the economic development organization and the community’s strengths and opportunities.

Our unique Competitive Ready approach combines corporate site selection and economic development worlds to provide precise regional assessment and clear strategies for moving communities forward.

An effective economic development assessment includes:

1. Understanding the assets and opportunities unique to the community.
2. Understanding regional market and state/national growth opportunities.
3. Competing on readiness.
4. Creating a value proposition and business case aligned with investment targets.
5. Creating a business friendly environment.
6. Building a professional team with resources to implement effective programs.

Chabin Clients

Chabin has prepared comprehensive economic development and strategic marketing plans for over 300 jurisdictions – rural and urban communities of all sizes, regions and states. Here is a listing of some our clientele and award-winning projects.
Business Development for the City of Gridley, CA (2002-current)

The City of Gridley, a small rural community of 5,000 in Northern California, retains Chabin Concepts as their economic development department. Chabin implements and manages a four-point program for the City:

1. Acquisition & development of an Industrial Park
2. Business Attraction and Expansion
3. Pacific Flyway Development
4. Highway 99 Development & Beautification

Results
Acting as staff, Chabin coordinates with other city departments to move forward on all initiatives:

- Acquired 80 acre peach orchard, obtained grants for engineering, design and infrastructure improvements for Phase I Gridley Industrial Park
- Located two companies to Industrial Park, Year 1, potential 150 jobs
- Application for grant/loans for infrastructure improvements, Phase II
- Negotiating development of spec buildings
- Received CALED Partnership Award for Development
- Preparation of design and plan for Pacific Flyway Visitor Center and Viewing Facility at Gray Lodge
- Receive two grants for preparation on Highway 99 Streetscape Plan
- Assisting five company expansions and three new locations
- Initiated a Business Incubator Program without walls for small business in Gridley.

References
Contact: Jerry Anne Fichter, Mayor
Phone: 530.846.5695
Email: jfichter@gridley.ca.us
**South Sound Logistics Center Market Analysis, Port of Olympia and Port of Tacoma, WA (2007-08)**

**Challenge**

Based on growth and anticipated long-term demands, the ports of Olympia and Tacoma entered into an Interlocal Agreement which calls for joint planning to determine whether to pursue development of a rail-served logistics center. This goal of this project was to provide the ports with data to make informed decisions regarding the economic feasibility and direction of the proposed South Sound Logistics Center (SSLC).

**Solution**

Chabin assembled a team of professionals from the following firms: Austin Consulting, HDR Engineering and IDI, to conduct a detailed market analysis to identify potential and preferred occupants and analyze the corresponding economic and fiscal impacts of the SSLC development.

Interviews with stakeholders, including the railroads, a review of comparable developments across the USA, analysis of regional and state industry trends and screens for business climate capability contributed to our recommendations for target industries at SSLC. Key market drivers focused on:

1. **Global Supply Chain Growth**
2. **Limited Large Footprint Industrial Space in the Pacific Northwest**
3. **Limited Light Industrial Property in the Puget Sound Region**

The results of the proposed SSLC, at full build-out, based on recommended industries and operations would generate:

- $750 million a year for the state’s economy
- 3,800 jobs by 2025 (1,900 direct, 1,900 indirect jobs) with an estimated payroll of $230 million.
- Potentially an additional $55 million in state and local taxes per year

**Reference**

Contact: Robert Collins, Port of Tacoma (project lead)  
Phone: (253) 383-9404  
Email: rcollins@portoftacoma.com
Mid-Michigan Competitive Advantage Analysis (Sept 2008)

Challenge
The Michigan Counties of Bay, Midland, and Saginaw (Mid-Michigan) have been a hub of ingenuity in the chemical, manufacturing and automotive industries, but high unemployment due to the decline of the American auto industry has plagued the area. New locations and large expansions at Dow Chemical Company, Dow Corning Corporation, and Hemlock Semiconductor prompted the region to look at the solar industry.

Solution
Chabin and Austin Consulting, an international site location firm, teamed to provide the Mid-Michigan group with an understanding of the solar and photovoltaic industry and opportunities available to the Mid-Michigan region. A four-member consulting team conducted a week-long assessment of the region — 40 personal interviews, and 45 properties and nine buildings in each county were toured and analyzed.

The project goal was to evaluate Mid-Michigan’s competitiveness in the market and deliver a roadmap to position Mid-Michigan as a prime location for the photovoltaic (PV) industry. The team researched PV industry trends and needs, legislation impacting the solar industry, and incentives offered by other states and regions. The project involved in-depth analysis of: 1) sites to identify Mega-Site opportunities, 2) available talent, 3) assets and 4) readiness to facilitate a speed-to-market PV location. Cost modeling, comparing the region to competitor areas, was conducted based on a real PV manufacturer scenario. Lastly, the Team considered how the three counties could collaborate as a region on a PV Initiative.

Project Deliverables
- Action plan to address locational gaps at all levels; six sites were identified that should be brought to shovel-ready status; and how the region could organize to compete for this industry.
- Organizational recommendations for launching the strategy, preparing shovel-ready sites, tracking industry trends and legislation, advocacy, marketing, prospecting, working with local and state partners, and marketing tactics and resources.
- A website dedicated to marketing the region to the PV industry, www.MiPVadvantage.com launched October 2008 and presents Mid-Michigan’s business case for the industry.

Results / Announcements
- December 2009: Global Watt – $177 million solar parts manufacturing facility; 500 jobs over next five years
- October 2009: Suniva – $250 million solar manufacturing facility, up to 500 jobs over next five years
- August 2009: $665 million advanced battery manufacturing plant announced, up to 800 jobs
- June 2009: Evergreen Solar – $70 million plant, up to 125 jobs
- May 2009: Hemlock Semiconductor – $1 billion expansion

Reference
Contact: JoAnn Crary, President, Saginaw Futures, Inc.
Phone: 989-754-8222
Email: jcrary@saginawfuture.com
City of Live Oak, Economic Development Roadmap (Apr 2009)

Challenge
The City of Live Oak, like many rural communities along California Hwy 99 in the Sacramento Valley, is small and often a “pass-thru” to get somewhere else. Live Oak is small by many standards and is located less than 10 miles from Yuba City, the largest city in Sutter County. Although small with an agricultural history, Live Oak has experienced exception population growth which is truly “unseen” when you drive through.

The City Advisory Team agreed there biggest challenge was image and beautification.

Solution
Through a Discovery Phase, the City Advisory Team identified three priorities for economic development efforts - Sense of Place, Job Creation and Recreational Opportunities.

The first step of the project was to visualize change. Community Branding Concepts and Streetscape Improvement Concepts were developed for Hwy 99, including building renovations and façade improvements.

With creative ideas in mind the Team tackled how to organize to implement change and create catalyst projects, particularly with youth entrepreneurs:

1. Organize for Success – Create Collaborative Opportunities and Partnerships
2. Create Catalyst Projects
3. Outreach to Existing Businesses & Property Owners
4. Attract New Businesses
5. Leverage Recreational Assets & Opportunities

The City has already implemented new partnership with the Workforce Investment Sutter County One-Stop for a Youth Mural Program, Youth Entrepreneurship Boot Camp, planning for renovation of the historic depot that has been vacated for years and gone to disrepair and working with a private company for reuse of their facilities.

Reference
Contact: Jim Goodwin, City Manager
Phone: (530) 695-2112
Email: citymgr@liveoakcity.org
Tehama County Action Roadmap, January 2010

Challenge
Like many public-private, non-profit economic development organizations, the Tehama Economic Development Corporation’s funding base began to eroded in 2008 and by June 2009 the EDC had to close their doors due to a lack of funding. An additional challenge to the funding was the lack of consensus among stakeholders of priorities or actions to transform the economic situation – an area facing high double digit unemployment, several business closures and the closing of a recreational dam.

The County of Tehama, recently completing a General Plan Amendment received grant funds to develop a strategic plan that would align goals, strategies and actions with the General Plan, as well as identifying methods to implement strategies with limited funding.

Solution
Using a three-step process 1) Where are we now?, 2) Where do we want to be?, 3) How will we get there, the stakeholders participated in understanding the barriers which were defocusing the economic development agenda, identified the key assets that were competitive advantages and came to consensus on vision and strategic actions:

1. Clear direct and focus;
2. Restructuring deployment of economic programs, partnering with Workforce Development for implementation, changing organizational name and collaborating with a team of partner organizations;
3. Create place-based brand to promote their unique “destination” assets;
4. Leveraging new program around the green industry sector;
5. Creating a visible catalyst project to create a brand reputation.

The EDC, County, Cities and Tehama Job Training have outline a 30-60-90 day launch schedule of the roadmap to engage the public in supporting key initiatives.

Reference
Contact: Kathy Schmitz, Executive Director
Job Training Center of Tehama County
Phone: (530) 529-7000
Email: kschmitz@ncen.org
City of Scottsdale, AZ Competitive Positioning & Target Industry Study – June 2010

Challenge
As part of a larger project for a General Plan Economic Analysis (led by Applied Economics), the City of Scottsdale wanted to better understand how Scottsdale stands relative to the competition in five Western States and nearby communities in the Phoenix metro area. The City also wanted to know best fit industries in three key business centers of the city.

From a development perspective, Scottsdale is almost at build out. Office vacancies are higher than usual while manufacturing space is limited. Yet, retail occupancy is very strong considering the recent economic downturn.

Solution
Evaluating Scottsdale through the eyes of a site selector (Austin Consulting) revealed Scottsdale’s assets and limitations relevant to potential targets identified through historic industry trends. Based on current site selection activity and emerging trends, additional targets were identified that would be niche opportunities for Scottsdale. The recommended targets include:

1. Information Technology
2. Insurance and Financial Services
3. Recreation Equipment, especially golf and tennis equipment
4. Renewable Energy, mainly corporate or North American headquarter operations for solar manufacturing

The competitive analysis illuminated Scottsdale’s advantages over other communities. Where Scottsdale lags behind competitors, most issues could be overcome with better packaging of Scottsdale’s assets to communicate the City’s story more proactively.

From the findings and recommendations for implementation, elected officials and city staff have a better understanding of Scottsdale’s position in meeting the needs of the target industries, removing any constraints to attracting these industries and documenting the city’s value proposition to each industry.

Reference
Contact: Jennifer Graves, Economic Vitality Department
Phone: (480) 312-7125
Email: jgraves@ScottsdaleAZ.gov
Our Approach to Project Management

Chabin uses a variety of technologies, online tools, and other resources to effectively manage complex projects, facilitate collaboration and team communications. The following tools are made available to community project teams and stakeholders.

- **Online Project Management Site** — Chabin’s secure, private online project management site – Basecamp - enables the entire project team to share documents, upload/download and comment on documents, communicate and manage task lists and milestones. Each team member will receive an email invitation to access the site with his or her personal user name and password.

- **YouSendit.com** — In addition to our project management room, larger documents and graphics are shared and sent via this FTP site.

- **Go-To-Meeting** — Used in conjunction with conference calls, this private online desktop sharing application is used for demonstrations, presentations, training, and document review.

- **Mindjet** — Software for meeting management, brainstorming, and more.

- **Conference Calling** — Chabin provides its clients with a toll-free phone number and participant code to be used for the duration of the project for regularly scheduled conference calls.

“Everyone said it was impossible to do, but we put our faith in you and amazingly you got it done. Through all our frustration, you kept us focused and on track and I am grateful for all your hard work.”

Yolanda Lee, EZ Manager
City of San Jose
Chabin Corporate Profile

Audrey Taylor founded Chabin Concepts in 1989 after spending ten years as the executive director of the Butte County Economic Development Corporation and the Tri County Economic Development District. Her goal was to bring economic development expertise and tactical planning to communities that did not have access to national resources that would help them achieve their economic development goals.

<table>
<thead>
<tr>
<th>Corporate Name</th>
<th>Chabin Concepts, Inc. (aka Chabin)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Locations</td>
<td>Corporate Office: 2515 Ceanothus Ave., Ste 100 Chico, CA 95973</td>
</tr>
<tr>
<td></td>
<td>Branch Office: 4609 Scenic Drive Yakima, WA 98908</td>
</tr>
<tr>
<td>Employer I.D.</td>
<td>68-0190084 (U.S.) 363-3366-4 (CA) UBI #602-350-693 (WA)</td>
</tr>
<tr>
<td>Incorporated</td>
<td>State of California, June 1989</td>
</tr>
<tr>
<td>Primary Business</td>
<td>Economic development and marketing consulting services</td>
</tr>
<tr>
<td>Insurance</td>
<td>Business (State Farm) – Liability: $1 million / Aggregate: $2 million</td>
</tr>
<tr>
<td></td>
<td>Workers Comp (State Farm) – Per state requirements</td>
</tr>
<tr>
<td></td>
<td>Auto (State Farm) Liability: $100,000/person / $300,000 accident</td>
</tr>
<tr>
<td></td>
<td>Property Damage: $50,000/accident</td>
</tr>
<tr>
<td></td>
<td>Physical Damage: Comprehensive &amp; Collision</td>
</tr>
<tr>
<td></td>
<td>Professional Liability (National Union Fire) – $1 million</td>
</tr>
<tr>
<td>Core Staff</td>
<td>Four Professionals</td>
</tr>
<tr>
<td>EEO Policy</td>
<td>Chabin is fair and equitable in its relations with employees and applicants. Recruitment, hiring, placements, transfers and promotions are solely based on individual qualifications for the positions being filled. All other personnel actions such as compensation, benefits, layoffs, returns from layoffs, family care leave, terminations, education and training, and any other programs are administered regardless of race, color, religion, ancestry, national origin, age, sex, sexual orientation, marital status, political affiliation, veterans’ status, disabilities, or medical condition.</td>
</tr>
</tbody>
</table>
Delivering Strategic Solutions, Tactics & Tools

Chabin Concepts, Inc. is a national network of economic development, site location and marketing professionals experienced in all phases of urban and rural economic development.

Using proven methods we help communities and economic development professionals create strategic advantages to competitively compete in today's global marketplace.
Audrey Taylor
President, Chabin Concepts, Inc.

Education
BS, Business Administration (Marketing)
California State University, Chico

Awarded California’s prestigious Golden Bear for her vision, drive, enthusiasm, creativity and commitment to the Economic Development Profession.

Range of Experience
Over 24 Years Experience in Economic Development
• Founder & President, Chabin Concepts, Inc., a solutions-orient economic development and marketing consulting firm (1989-present)
• Executive Director, Butte County EDC/ Tri-County EDC (1980-89)
• Governor’s appointee, Job Action Team on Welfare Reform (1997)
• Governor’s appointee, California Rural Development Council (1995-2000)
• Team California Marketing Committee Chair (1995)
• Board of Directors, California Association for Local Economic Development
• Author, So You Want to Make a Company’s Short List, Huh? (1999)
• Co-Author with Maury Forman, Journey to Jobs (2002)
• Contributing Editor, The Race to Recruit (1996 & 2001)
• Introduced DataFast, a data management system for E.D. (2001)
• Named Woman of the Year by the California State Legislature

Business Development & Marketing
• Developed industrial recruitment strategy and community-wide marketing and image campaigns for over 150 communities in California, Oregon, Washington, Alaska, Hawaii, Nevada, New Mexico and Virginia
• Developed and managed Oregon’s targeted industry direct prospecting campaigns
• Created positioning strategy for the State of New Mexico
• Conducted community visioning and Call to Action strategy for Anchorage, Alaska and the Island of Oahu, creation of Enterprise Honolulu
• Conducted strategic positioning strategy for Southern California International Airport
• Managed the acquisition, annexation and development of industrial park, City of Gridley, three location in process
• Developed initial plan for Golden State Corridor development process
• Successfully located and expanded over 60 companies
• Created award-winning collateral materials and websites
• Conducted marketing and sales training to closed military bases through the California Defense Facilities Marketing Association
TO: Carol Martin, City Manager
FROM: Tom Chism, Wastewater Treatment Superintendent
DATE: 7-8-10
SUBJECT: Update of Wastewater Issues

RECOMMENDATION:

It is the recommendation of staff that the City Council a) direct staff to continue negotiations with the California Regional Water Quality Control Board (CRWQCB) to pursue Alternative #4 as presented in the Discharge Study, b) direct staff to continue with the design and planning work associated with the extension of a reclaimed water line to Tierra Oaks Golf Course, and c) continue to explore funding options for both projects.

BACKGROUND:

Currently, the City’s Wastewater Treatment Plant (WWTP) treats approximately 0.73 million gallons per day (MGD) of wastewater. Based upon the current discharge dilution ratio of 10:1 for the discharge of treated effluent to Churn Creek and existing reuse customers, the total treatment capacity of the existing WWTP is estimated to be 0.83 MGD. Currently we are at 88% of capacity, and can only accommodate approximately 415 new household equivalents (HEs).

The 2005 City of Shasta Lake Wastewater Master Plan projected that the ultimate average dry weather flow (ADWF) of wastewater produced in the City could reach 4.4 MGD as soon as 2025. While it is very unlikely that this threshold will be reached by 2025, the ADWF will continue to increase into the foreseeable future.

In August 2009, Water Works Engineers, LLC (WWE) completed the City of Shasta Lake Effluent Discharge Study (Discharge Study). This study looked at alternatives for effluent disposal that will allow for the continued growth of the city up to the 4.4 MGD projected in the Wastewater Master Plan.
The alternatives studied include:

1. **Effluent Land Application and Recycling.**
   This alternative called for;
   a. Land application on City owned property.
   b. Reuse of water at Tierra Oaks Golf Course, Lassen Canyon Nursery, Gold Hills Golf Club, Caltrans Interchanges and Heritage Grove Subdivision.
   c. Building of two 575 ac-ft reservoirs
   d. Eventual relocation of treatment plant outfall to the Sacramento River.
   e. Expansion of the City’s wastewater treatment plant to 4.4 MGD.

   The total cost of this alternative is estimated at **$131.4 million**. This alternative can be constructed in phases.

2. **Regionalization with the City of Redding.**
   This alternative calls for,
   a. Decommission the City’s current wastewater treatment plant.
   b. Construction of a pipeline to take wastewater to the City of Redding’s Stillwater Wastewater Treatment Plant.
   c. Upgrade the capacity of Stillwater to accept additional waste from the City of Shasta Lake.

   The total cost estimate of this alternative is estimated at **$121.1 million**. Portions of this alternative can be constructed in phases; however, the pipeline must be constructed to ultimate capacity in Phase 1, at a cost of approximately **$85.2 million**.

3. **Relocation of Outfall Alternatives.**
   This alternative calls for the relocation of the City’s wastewater treatment plant’s outfall to one of two locations.
   a. Sacramento River near Park Marina in Redding
   b. Sacramento River upstream of Keswick Lake
   c. Expansion of the Treatment to 4.4MGD.

   The total cost estimate for this alternative is estimated at **$68.7 million**. Portions of this alternative can be constructed in phases; however, the outfall pipeline must be constructed to ultimate capacity in Phase 1, at a cost of approximately **$35.3 million**.

4. **Discharge to Churn Creek as an Effluent Dominated Waterbody (EDW).**
   This alternative would require an upgrade to the existing treatment facility to meet all State water quality standards at the discharge point in Churn Creek so that dilution restrictions could be removed.

   The total cost estimate for this alternative is **$42.4 million**. However, this alternative can be constructed in many phases. For simplicity, the study identified a two phase project, with Phase 1 upgrading the WWTP for EDW to a capacity of 2.2 MGD at a cost of **$24.5 million**, and Phase 2 upgrading the WWTP for EDW to a capacity of 4.4 MGD at a cost of **$4.4 million**. These two
phases can be further broken down to better allow for more cost effective plant expansion and to allow time for funding procurement. A conceptual estimate to upgrade the WWTP to EDW at the current 1.3 MGD capacity is $16 million.

Alternative #4 was chosen as the best alternative for the City and was recommended as such in the Discharge Study. It was also recommended that the City pursue the extension of the City’s reclaimed water line to Tierra Oaks Golf Course to maximize reasonable reuse and expand disposal capacity (and thereby providing additional treatment capacity) in the existing WWTP.

In September 2009 the City Council accepted the Discharge Study. At that time, Council directed staff to proceed with both review of the study with the regulatory agencies and planning activities for reclaimed water delivery to Tierra Oaks Golf Course.

To date, City staff and representatives from WWE have met twice with the CRWQCB staff. In the first meeting, CRWQCB staff indicated that they preferred Alternative #2 above (regionalization with the City of Redding at a total cost of $121.1 million). The City made the case for Alternative #4 and indicated that the City was also planning to extend the City’s reclaimed water line to Tierra Oaks Golf Course to maximize reasonable reuse. The City made the point that Alternative #4 would meet all of the CRWQCB’s discharge requirements and was the least expensive and the most achievable alternative for the City. CRWQCB staff indicated that if the City could get other stakeholders to support Alternative #4, it would be harder for CRWQCB to reject that Alternative. CRWQCB staff also encouraged the City to continue to explore providing reclaimed water to Tierra Oaks Golf Course and any other feasible locations.

In the second meeting, the City invited representatives from the California Department of Fish & Game (F&G) and National Oceanic and Atmospheric Administration (NOAA) Fisheries Service to attend and discuss the alternatives listed in the Discharge Study. F&G and NOAA are the two primary stakeholders at the State and Federal level for the Churn Creek discharge. During the meeting, everyone in attendance agreed that Alternative #2 is not economically feasible and that Alternative #4 appeared to have the most merit, due to the opportunities it presents to enhance fisheries habitat in Churn Creek and to reduce the discharge of lower quality effluent into the Sacramento River. CRWQCB staff conceded that Alternative #4 ‘made a lot of sense’. At the conclusion of the meeting, the City asked each stakeholder agency to provide letters of support for Alternative #4. City staff came away from this second meeting feeling that definite progress had been made towards Alternative #4.

Attached are letters from F&G and NOAA regarding the meeting. Although the letters were not as supportive as the verbal responses obtained in the second meeting, they do not rule out the alternative.

**RECLAIMED WATER LINE TO TIERRA OAKS GOLF COURSE**

In the past, the City has been in contact with both Tierra Oaks Golf Course (TOGC) and Bella Vista Water District (BVWD) regarding reclaimed water service to TOGC. Both organizations have expressed continued support for the project.
Because TOGC is within the BVWD service area, the City has conducted several meetings with BVWD, and is in the process of developing a Memorandum of Understanding (MOU) with BVWD to move forward with the project. Issues to be negotiated include Purveyorship of the reclaimed water and the affect of the reclaimed water project on BVWD’s historical water use allocations of from the U.S. Bureau of Reclamation.

In the City of Shasta Lake 2010-11 budget, $ 530,000 was included for the design and planning of the reclaimed water line extension project. As the project progresses, the City continues the search for funding to complete construction of the pipeline.

**ENFLUENT MIXING ZONE STUDY**

As previously mentioned, the current discharge permit for the City of Shasta Lake’s WWTP, allows the City to discharge treated effluent to Churn Creek at a dilution ratio of 10:1.

The wastewater treatment plant’s current discharge permit also required the City to conduct an Effluent Mixing Zone Study in Churn Creek by March 2010. The purpose of this study was to demonstrate that the dilution credits applied by CRWQB to the permit are valid. WWE conducted the study, and a copy of the report is attached. Also attached is a letter from CRWQCB commenting on the outcome of the study. CRWQCB’s letter stated: “The results of the study indicate that dilution and mixing is not as good as expected.” “At a minimum the City should not assume that dilution credits will be allowed during the next permit renewal in March 2013. Based on historical effluent data, the WTTP would not be able to consistently comply with some effluent limits without dilution credits.” Staff believes that statements in this letter makes it all the more imperative the City be allowed to move forward with Alternative #4.

Staff continues to negotiate with the CRWQCB to secure approval to move forward with Alternative #4. Staff, with assistance from WWE, is in the process of drafting a letter to CRWQCB to press this issue. The next stage in developing Alternative #4 is to conduct an environmental assessment of the project and prepare an Environmental Impact Report (EIR). CRWQCB must acknowledge that the City should not be expected to expend the funds for an EIR for Alternative #4 without some written commitment that CRWQCB will allow Alternative #4 to proceed, should the EIR conclude that the project is viable. Due to the much higher costs of the other alternatives, staff believes that the City should be ready to pursue Alternative #4 all the way to the State Board level in Sacramento, if necessary.

Therefore, it is the recommendation of staff that the City Council a) direct staff to continue negotiations with the California Regional Water Quality Control Board (CRWQCB) to pursue Alternative #4 as presented in the Discharge Study, b) direct staff to continue with the design and planning work associated with the extension of a reclaimed water line to Tierra Oaks Golf Course and c) continue to explore funding options for both projects.

Staff has invited representatives from WWE to assist City staff in giving an update to the City Council regarding the progress made to date and the alternatives for moving forward. This includes discussion on how the results from the Effluent Mixing Zone Study could affect these alternatives.
**FISCAL IMPACTS:**

If the City is allowed to move forward with Alternative #4, cost will generally be incurred as indicated in Figure 6.1 of the Discharge Study, with a total build out (4.4 MGD) cost of $42.4 million. As mentioned above, Alternative #4 can be constructed in many phases, which can be broken down to better allow for more cost effective plant expansion and to allow time for funding procurement.

Cost for the design and construction of the reclaimed water line to TOGC would generally be incurred as indicated on Figure 6.1 of the Discharge Study, and is currently estimated at $2.23 million. As mentioned, the 2010-2011 budget currently allocates $530,000 for design work.

**ATTACHMENTS:**

Exhibit A - Letters from the California Department of Fish and Game and NOAA / NMFS.

Exhibit B – Letter from Bryan Smith, CRWQB.

Exhibit C – Figure 6.1, City of Shasta Lake Effluent Discharge Study Decision Making Flowchart.

Exhibit D – Conceptual estimate for upgrade of the current WWTP to EDW at 1.3 MGD flow.
AGENDA ITEM

City Council Meeting

TO: Carol Martin, City Manager
FROM: Fred Castagna, Project Manager
DATE: July 12, 2010
SUBJECT: Telecom contract for the Law Enforcement Center and City Council Chambers with Gaynor Telesystems, Inc. in the amount of $109,384.19.

FILE:

RECOMMENDATION: Staff recommends approval by the City Council of the attached contract with Gaynor Telesystems, Inc. of Redding, CA for telephone system, surveillance system, audio visual equipment and cameras, cabling and installation for the new Law Enforcement Center/City Council Chambers Project (Project) in the amount of $109,384.19. This amount has been included in the approved budget for the project.

BACKGROUND: Gaynor Telesystems, Inc was chosen as a sole source provider of the equipment, systems, and installation of the above named components of the Project. Gaynor has been granted a California Multiple Award Schedule (CMAS) agreement through the State of California for the sale and installation of certain products, including those being installed in the Project. CMAS is a procurement procedure wherein the State of California selects providers through a competitive process on a statewide basis, thus eliminating the need for local bidding. The CMAS documents for Gaynor are attached. City code Section 2.32.160 authorizes purchases through the CMAS process.

FISCAL IMPACTS: Per an agreement for distribution of costs between the City and the Redevelopment Agency, $40,690.92 will come from the General Fund and $68,693.27 will come from Redevelopment Agency funds.

ATTACHMENTS: Proposed contract between the City of Shasta Lake and Gaynor Telesystems, Inc.

DISTRIBUTION: City Council, Assistant City Manager
RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE TO APPROVE A CONTRACT WITH GAYNOR TELESYSTEMS, INC FOR PURCHASE AND INSTALLATION OF TELECOM AND AUDIO VISUAL EQUIPMENT IN THE LAW ENFORCEMENT CENTER PROJECT IN THE AMOUNT OF $109,384.19 INCLUDING SALES TAX

WHEREAS, the City of Shasta Lake has budgeted for and approved the construction of a new law enforcement center and city council chambers project (Project); and

WHEREAS, Gaynor Telesystems, Inc. is a well-qualified vendor and installer of the equipment selected by the Project architect; and

WHEREAS, Gaynor Telesystems, Inc has been awarded a California Multiple Award Schedule (CMAS) contract through the State of California; and

WHEREAS, companies with CMAS contracts may be selected as providers for public projects without going through the local competitive bid process;

NOW, THEREFORE, BE IT RESOLVED that the City of Shasta Lake that the City Manager is hereby authorized to enter into a contract with Gaynor Telesystems, Inc. for telecommunications, surveillance systems, audio visual equipment, cabling and installation services for an amount of $103,817 plus sales tax of $5,567.19 for a total of $109,384.19 and in addition, City Manager is authorized to execute minor changes in the contract amount and terms.

PASSED, APPROVED AND ADOPTED this ___ day of ________, 2010, by the following vote:

AYES: __________________________
NOES: __________________________
ABSENT: __________________________

GREG WATKINS, Mayor

ATTEST:

TONI M. COATES, City Clerk
SYSTEM ORDER AGREEMENT

Gaynor Telesystems Incorporated
CORPORATE HEADQUARTERS
9650 Tanqueray Court
Redding, CA 96003
Telephone (530) 223-2979
Contractor’s License No. 339307

No. 6/17/10

This agreement made between Gaynor Telesystems, Inc. with its principal office located at 9650 Tanqueray Ct., Redding, CA 96003, hereinafter referred to as “Gaynor”, and

City of Shasta Lake
1650 Stanton Drive, Shasta Lake, CA 96019
(Hereinafter referred to as “Customer”).

In consideration of the mutual agreements herein contained, Gaynor agrees to sell to Customer, and Customer agrees to purchase from Gaynor, (unless Customer elects to exercise the lease option below), a Communications System in accordance with the following terms and conditions:

1. Gaynor shall deliver and install on the Customer’s premises at:

   Property bounded by Hardenbrook Ave., Main Street, McConnell Ave., and Red Bluff Street
   (Hereinafter referred to as “Premises”), the system as described below in the Equipment Listing (being hereinafter referred to as “Equipment” or “System”).

   Estimated Installation Date: ____________________________ (Month) ____________________________ (Day) ____________________________ (Year)

2. Customer shall purchase the Equipment or shall exercise its option to lease the Equipment as

   A. Purchase Option
   Purchase Price $103,817.00 + $5,567.19 (tax) = $109,384.19
   Terms of payment shall be: 25% of purchase price down upon agreement date $27,346.05
   40% of purchase price upon delivery of the equipment $43,753.68
   30% of purchase price upon substantial completion $32,815.26
   *Balance (5%) due upon acceptance of the system $5,469.20

   Prices quoted above are guaranteed for a period of: __10__ days.

   B. Lease Option
   The Customer has the option to enter into an agreement with a leasing company or other financial institution satisfactory to Gaynor for a lease of the Equipment for N/A months at a monthly rate of $N/A plus applicable taxes under the terms set forth in the Lessor’s standard lease. Gaynor will cooperate with Customer in arranging for such lease. Customer must decide during the __10__ day period after the date hereof which financing option is to be utilized. Gaynor shall not be required to commence installation of the System until Customer’s credit shall have been approved by an officer of Gaynor or until Gaynor has received a copy of a lease executed by the Customer and Lessor and the estimated installation date specified herein shall be extended accordingly.

   Receipt is acknowledged of a Down Payment in the amount of __27,346.05__. This amount shall be credited to Customer’s account upon invoicing. If leasing is arranged, the down payment will be applied to the first and last month’s lease payments.

It is further understood by the parties that this sum is in consideration of engineering and services rendered to date, and is refundable only if Gaynor does not accept this Agreement. Further, the conditions of contract on the reverse side of this agreement are as much a part hereof as if written above the signatures of the parties. Gaynor and Customer each represent that they have the power and authority to enter into this Agreement and that the same constitutes a valid and binding obligation of each party. This Agreement shall not be amended, terminated or altered except in writing signed by both parties hereto. If any provisions of this

July 20, 2010

206
Agreement are held to be illegal, invalid or unenforceable, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions hereof.

GAYNOR TELESYSTEMS,
INC.

City of Shasta Lake

By:

(Name - Please Print)  (Name - Please Print)

(Signature)  (Signature)

(Title)  (Date)  (Title)  (Date)

This Agreement consists of the foregoing and THE FOLLOWING together with attached Equipment Listing and contains the entire agreement between the parties, and Gaynor IS NOT BOUND BY ANY REPRESENTATIONS OR INDUCEMENTS NOT SET FORTH HEREIN. This agreement shall be irrevocable by Customer if accepted by Gaynor within fourteen (14) days of the date signed by Customer, and shall become effective and binding upon the Customer and Gaynor only upon approval, acceptance and execution hereof by an officer of Gaynor.

Installation Date - The term “Installation Date” shall mean the date on which the Customer is notified in writing by Gaynor that the Equipment is installed and is functioning so as to be substantially providing the basic service for which the Equipment is intended. Minor omissions or variances in performance of the Equipment, which do not materially affect the operation of the system as a whole, shall not affect or postpone the installation date. Gaynor shall use its best efforts to make timely delivery and installation. HOWEVER, ALL STATED DELIVERY AND INSTALLATION DATES ARE APPROXIMATE AND GAYNOR SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR DAMAGES - SPECIAL, CONSEQUENTIAL OR OTHERWISE - RESULTING FROM DELAYS IN DELIVERY OR INSTALLATION.

Title to Equipment - Customer shall acquire full title to the Equipment upon full payment of the purchase price thereof to Gaynor. As long as any part of the balance due remains outstanding, title to the Equipment shall remain in Gaynor until all amounts due hereby are fully paid. Customer agrees to execute any documents which may be necessary or appropriate to perfect Gaynor security interest in the Equipment.

Warranty and Maintenance Obligation - For a period of _1 year_ after substantial completion, Gaynor warrants Equipment against defective parts and workmanship. Upon notification of a defect, Gaynor shall have the option to repair or replace the defective part of equipment, and such shall be the Customer's sole and exclusive remedy. For a period of (1) year after installation date, Gaynor shall perform all necessary maintenance to keep the Equipment in good working condition and repair, including the furnishing of all necessary labor and materials with respect thereto. All expenses incidental to repairs or maintenance or replacement under warranty shall be borne by Gaynor. GAYNOR DOES NOT MAKE ANY WARRANTIES IN RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, EXCEPT AS PROVIDED IN THIS AGREEMENT. ALL WARRANTIES SHALL BE VOID AS TO EQUIPMENT DAMAGED, OR RENDERED UNSERVICEABLE BY NEGLIGENCE, MISUSE, THEFT, VANDALISM, FIRE, WATER OR OTHER PERIL, OR BY MOVING, REPAIR, RELOCATION OR ALTERATION NOT AUTHORIZED BY GAYNOR. GAYNOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, PERSONAL INJURY OR COMMERCIAL LOSS.

Maintenance Services - Gaynor agrees that, after the expiration of the period of warranty provided for herein, it will make available to the Customer the maintenance services being offered by Gaynor. If requested by the Customer, Gaynor will enter into a maintenance and service agreement in accordance with Gaynor standard practices.
**Default** - If any Customer’s obligations to Gaynor shall not be paid promptly when due or if Customer breaches any other provision hereof, Customer shall be in default hereunder and all unpaid amounts shall at, Gaynor option, become immediately due and payable. Upon Customer's default, Gaynor shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to any delinquent payments for which Customer agrees to remain fully liable with interest charges at 18% per annum. In any dispute between the parties, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party, all reasonable costs, without limitation, reasonable attorney’s fees.

**Miscellaneous** - Customer will permit or arrange for access to the premises for Gaynor installation and maintenance personnel. Customer shall also cooperate with Gaynor in obtaining all necessary consents and waivers from the owner of the premises in connection with such installation and shall supply all supplemental equipment necessary for the installation such as conduits, back boxes, commercial power wiring and electrical computer-grade outlets.

---

**GAYNOR TELESYSTEMS, INC.**

City of Shasta Lake

By: _____________________________

(Name - Please Print)

(Signature)

By: _____________________________

(Name - Please Print)

(Signature)

July 20, 2010
AGENDA ITEM
City Council Meeting

TO: Carol Martin, City Manager
John Duckett, Assistant City Manager

FROM: Loree Byzick, Program Manager
Jessaca Lugo, Program Manager

DATE: July 1, 2010

SUBJECT: Request for Supplemental Appropriation in the Amount of $58,600 for the Energy Efficiency and Conservation Block Grant Program (EECBG).

FILE:

RECOMMENDATION:

Staff recommends the City Council adopt a resolution approving a supplemental appropriation of $58,600 to replace variable frequency drives in lift station pumps at various lift stations within the City, utilizing funding from the Energy Efficiency and Conservation Block Grant Program.

BACKGROUND:

The federal Energy Independence and Security Act of 2007 (EISA) established the Energy Efficiency and Conservation Block Grant Program to assist eligible entities in creating and implementing strategies to (1) reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximize benefits for local and regional communities, (2) reduce the total energy use of the eligible entities, and (3) improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.

In February of 2009, President Obama signed into law the American Recovery and Reinvestment Act (ARRA) which, for the first time, appropriated funds to the U.S. Department of Energy (DOE) for the EECBG program.
Under the EECBG program, DOE provides grant funds to states, territories, Indian tribes, and “large” cities and counties for eligible projects. The California Energy Commission (Energy Commission) is responsible for administering the California’s share of EECBG funding.

The EECBG Program is a formulaic block grant program. The City of Shasta Lake’s predetermined allocation is $58,600, there is no matching funds requirement, and funding is not subject to approval of the State budget. With this funding, the City will replace variable frequency drives and associated equipment in lift station pumps at various locations. The new drives are more energy efficient and will increase the ongoing reliability of the pumping stations.

In January of 2010, the Council approved a resolution authorizing staff to submit an application to the Energy Commission for EECBG funds. The grant has now been awarded. Because the award was received after the FY 2010-2011 budget was adopted, staff is requesting a supplemental allocation in the amount of $58,600.

**FISCAL IMPACTS:**

No fiscal impacts would result from this action.

**ATTACHMENTS:**

Resolution

**DISTRIBUTION:**

City Council
City Engineer
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE
APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $58,600
FOR THE PURPOSE OF REPLACING VARIABLE SPEED DRIVES IN VARIOUS LIFT
STATIONS WITH FUNDING FROM THE CALIFORNIA ENERGY COMMISSION
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM
(EECBG).

WHEREAS, the City of Shasta Lake recognizes that it is in the interest of the regional,
state, and national economy to stimulate the economy; create and retain jobs; reduce
fossil fuel emissions; and reduce total energy usage and improve energy efficiency
within our jurisdiction; and

WHEREAS, Energy Efficiency and Conservation Block Grant (EECBG) funds are
available through the California Energy Commission’s EECBG Program for grants to
eligible local governments for cost-effective energy efficiency projects; and

WHEREAS, the City of Shasta Lake is eligible for EECBG funding under the California
Energy Commission’s EECBG Program; and

WHEREAS, the City of Shasta Lake is proposing to replace variable frequency drives
and associated equipment in the pumps at various lift stations throughout the city that
are aging and have begun to require numerous repairs; and

WHEREAS, the City of Shasta Lake has received National Historic Preservation Act
clearance for the project; and

WHEREAS, the proposed project consists of replacement of small portions of an
existing structure and has no foreseeable impacts to the surrounding environment, the
project is exempt from the California Environmental Quality Act, as a Class 1
Exemption, as described in the CEQA Guidelines (CCR, Title 14, Section 15301); and

WHEREAS, the City of Shasta Lake has been awarded funding from the EECBG
Program for this purpose: and

WHEREAS, the grant was awarded after the FY 2010-2011 budget was adopted;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Shasta
Lake hereby approves a supplemental appropriation in the amount of $58,600 for the
EECBG Program.
PASSED, APPROVED AND ADOPTED this 20th day of July, 2010, by the following vote:

AYES:
NOES:
ABSENT:

______________________________
GREG WATKINS, Mayor

ATTEST:

______________________________
TONI M. COATES, CMC, City Clerk
AGENDA ITEM
City Council Meeting

TO: Carol Martin, City Manager
    John Duckett, Assistant City Manager
FROM: Jessaca Lugo, Program Manager
Cc: Shasta County Sheriff’s Captain
DATE: July 9, 2010
SUBJECT: Interfund Loan – COPS Funding

RECOMMENDATION:

Due to a delay in receiving Citizen Options for Public Safety (COPS) funding from the County of Shasta, staff recommends that the City Council approve an Interfund Loan from the General Fund for the purpose of funding the outstanding expenses at June 30, 2010. Furthermore, staff recommends that the City Council authorize staff to process subsequent interfund loans of similar nature in the COPS fund.

BACKGROUND:

The City of Shasta Lake has received Citizen Options for Public Safety (COPS) funding since 2004/2005. COPS funding is provided under the state budget, and available to local agencies for the purpose of ensuring public safety. Said funds must be used for the front line municipal police services, such as, personnel, equipment, and programs necessary to enhance front line law enforcement services.

The State of California COPS funding reimbursements flow through the County of Shasta and are typically received prior to the fiscal year end. However, this year’s reimbursement was delayed. At June 30, 2010 there will be approximately $85,000 of expended funds that were not reimbursed at fiscal year end. Therefore a temporary interfund loan to cover those expenses will be necessary.

As a result of continuous delays of State funding, staff requests that the City Council authorize staff to process subsequent interfund loans of similar nature in the COPS fund.
FISCAL IMPACTS:

General Fund Interfund Loan $ 85,000.00
Account (due from other funds) 05-114

COPS Fund Account: $ 85,000.00
10-260 (due to other funds)

ATTACHMENTS:

Resolution

DISTRIBUTION:

City Council
RESOLUTION CC 10-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF SHASTA LAKE APPROVING THE INTERFUND LOAN FROM GENERAL FUND TO THE CITIZEN OPTIONS FOR PUBLIC SAFETY (COPS) AND AUTHORIZING STAFF TO PROCESS SUBSEQUENT INTERFUND LOANS OF SIMILAR NATURE IN THE COPS FUND.

WHEREAS, to cover incurred expenses for the Citizen Options for Public Safety (COPS), it was necessary to execute certain Interfund loans to provide additional funding required; and

WHEREAS, it is the City Council’s intent to confirm the Interfund loan and the terms and conditions that will apply to the loan and its repayment.

NOW, THEREFORE, BE IT RESOLVED, by the Shasta Lake City Council as follows:

1. City Council hereby approves the Interfund loan from the following source:
   a. General Fund – Not to exceed $ 85,000.00
      05-114 (Due from other funds)
      10-260 (Due to other funds)

2. The following plan for repayment of the Interfund loan by the General fund is hereby approved:
   a. City Council hereby approved repayment of this Interfund Loan from proceeds to be derived from the reimbursement from the Citizen Options for Public Safety (COPS).
   b. These loans shall be considered as long-term notes and will be subject to repayment based on the plan herein approved. This Interfund Loan shall be considered to be interest free.

3. City Council authorizes staff to process subsequent interfund loans of similar nature in the COPS fund.

PASSED, APPROVED, AND ADOPTED this 20th day of July, 2010, by the following vote:

AYES:
NOES:
ABSENT:

____________________________
GREG WATKINS, Mayor

ATTEST:

____________________________
TONI M. COATES, City Clerk