



City of Mt. Shasta
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067
(530) 926-7510
mtshastaca.gov



Accessory Dwelling Unit Application

An accessory dwelling unit (ADU), also referred to as a secondary dwelling unit or “granny flat”, is an additional, long-term housing unit on a single-family lot. Chapter 18.22 of the Mt. Shasta Municipal Code outlines where an ADU can be built and ADU development standards.

A pre-application meeting with City Staff is required prior to application submission. A pre-application meeting can be organized by contacting the Planning Department.

TO BE COMPLETED BY STAFF

- Application Fee Paid: \$230.00
- Approved or Denied : _____

Time & Date Received Stamp

Applicant Information

Contact Name: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone: _____ Ext: _____

Email Address: _____

Site Information

Project Address: _____

Zoning: _____

Total Property Size in acres: _____

Property Owner Name: _____

Property Owner Address: _____

City: _____ State: _____ Zip Code: _____

Property Owner Phone: _____ Ext. _____

Required Paperwork Checklist

The following information should be attached to the application:

- Completed Application Form
- Completed "Required Paperwork" and "Site Plan Checklists"
- Proof of possession of the premises (deed, title report, etc.)
- Detailed description of the proposed project including, but not limited to, the changes to the site, structure, landscaping, parking, and land use. In the written statement, please include the following:
 - Provide a description of the location of the proposed modifications, materials to be used, sizes, colors, and square footage as appropriate to the situation. You may include copies of illustrations from catalogs to supplement the narrative.
 - Provide a narrative of how the proposed development meets the City's development standards for accessory dwelling units found in [Section 18.22.030](#) of the Mt. Shasta Municipal Code.
- The application fee is paid. Checks should be made payable to the City of Mt. Shasta.
- Site Analysis Information
- Color photographs: Provide color photographs of the proposed location on-site, front elevation of the primary residence, and back elevation of the primary residence.
- Architectural elevations: Submit drawings that depict the character of the proposed building and structures (these include buildings, retaining walls, refuse storage facilities, play structures, fences and the like). These drawings should include dimensions of the building(s) and structure(s) and indicate the materials, colors, and textures proposed for the structures.
- A copy of City of Mt. Shasta Building Permit application
- Signed pre-application requirement

A pre-application meeting is required prior to submitting the application. A pre-application meeting consists of the City department heads meeting with the project applicant to answer questions concerning the project and review the application. Please anticipate an hour for the meeting.

Pre-Application meetings may be scheduled through the Planning Department. Please bring this sheet to the pre-application meeting for City Staff signature.

Pre-Application Meeting

DATE: _____

City Staff Signature: _____ Print Name: _____

Site Plan Checklist

Using a separate sheet of a minimum 11" x 17" plain white paper, submit a scaled premises diagram showing the boundaries of the property and proposed premises with all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and common or shared entryways.

The plan shall include the following:

- Abutting streets and alleyways to the property
- Property lines for the parcel
- Setbacks of all buildings and uses
- All permanent and temporary structures on the property
- Existing and proposed easements, utilities (sewer, water, power, etc.), and utility meters
- All covered and uncovered parking spaces
- Driveways
- Landscaped areas
- Proposed square footages
- Existing and approved vehicular, pedestrian, and bicycle connections

Also, if the proposal changes the amount of existing parking spaces or striping in any way, you must document how many spaces currently exist, how many are required for the existing/proposed use, and how the net result is not less than the minimum number of required spaces.

Additional, information may be requested post submission due to project specific circumstance.

Site Analysis Information

Existing building area: _____ sq. ft.

Proposed parking modification(covered):

Proposed building modification: _____ sq. ft.

_____ sq. ft.

Proposed parking modification (uncovered):

Existing building height: _____ ft.

_____ sq. ft.

Proposed building height: _____ ft.

Existing percent lot coverage: _____%

Existing parking area (covered): _____ sq. ft.

Proposed percent lot coverage: _____%

Existing parking area (uncovered): _____ sq. ft.

Total existing parking spaces: _____

Property Owner Authorization

I, _____, authorize the construction of an accessory dwelling unit on my private property as those terms defined in the City of Mt. Shasta, should this housing unit obtain the appropriate Accessory Dwelling Unit permit. I further understand that I am responsible for, and also subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property.

Legal Property Owner(s): _____ Date: _____
Name (Please Print) Title: _____

Signature

Legal Property Owner(s): _____ Date: _____
Name (Please Print) Title: _____

Signature

Legal Building Owner: _____ Date: _____
(If Applicable) Name (Please Print) Title: _____

Signature

Property Manager: _____ Date: _____
(If Applicable) Name (Please Print) Title: _____

Signature

Applicant Certification

Under penalty of perjury, I hereby declare that the information contained within and attached to this application is complete, true, and accurate. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the license, or revocation of a license issued. By submitting this application, I certify that I have read and understand the requirements of the application process and that I may be disqualified for failure to meet the requirements of state law or City ordinance, or for incomplete, late, or inaccurate applications/ attachments, and that all fees paid in connection with this application are non-refundable.

Signature of Applicant

Date: _____

Indemnity Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, _____, between the City of Mt. Shasta, a municipal corporation existing under the Constitution of the State of California (“City”), and _____, (“Applicant”).

WHEREAS, Applicant has applied to construct an accessory dwelling unit on private property hereinafter known as the “Project”.

WHEREAS, Applicant has requested City to accept the application for the Project and to review, consider, and approve the Project and to conduct environmental review and to make findings as required by the California Environmental Quality Act (“CEQA”); and

WHEREAS, the parties agree that it is in the best interest of Applicant and City to indemnify and hold harmless City from any and all damage, liability or loss or claim of damage, liability or loss connected with or arising out of the approval of the Project or any action taken or decision made by City approving the Project, supplementing the Project, placing conditions on the Project and any decision, determination, of finding made concerning CEQA;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions discussed below, the parties mutually agree as follows:

1. Applicant, and each of them, shall defend, indemnify, and hold harmless City and its officers, agents, and employees from any claim, action, or proceeding hereinafter collectively known as “Action” against City, its officers, agents, and employees to attack, set aside, void, annul, modify, or in any way challenge any decisions, findings, determinations, or approval made by City resulting from their involvement in the Project, including any claim for private Attorney General fees claimed by or awarded to any party from the City as a result of any challenge to the Project or any action or challenge resulting from use, operation, or maintenance of the Project.

2. Applicant shall reimburse City for any costs, including but not limited to attorney’s fees, consultants costs, and litigation expenses incurred by City in defense of any action.

3. Applicant shall indemnify and hold harmless City from any award against the City for attorney’s fees, costs, or damages arising out of or related to the City’s approval of the Project or Applicant’s operation or maintenance of the Project.

INDEMNITY AGREEMENT CONTINUED

4. Applicant agrees to abide by all state and City regulations pertaining to accessory dwelling units and holds City harmless in the enforcement of regulations set out in City ordinance.

5. City shall promptly notify Applicant of any action and shall provide reasonable cooperation with Applicant in fulfillment of Applicant's obligations and responsibilities set forth herein.

6. City, at its sole discretion, may elect to participate independently in the defense of any such action and Applicant will continue to be responsible to reimburse City's expenses. In that case, City shall make independent decisions concerning a defense of its actions and shall make good faith efforts of keeping expenses and costs associated with the defense reasonable. City will, nevertheless, cooperate with Applicant and Applicant shall cooperate with City.

7. If the City enters into a settlement agreement, Applicant shall not be required to pay or perform any settlement unless the settlement is approved by Applicant, which approval shall not be unreasonably withheld.

8. Applicant shall, before hiring counsel to defend any action, consult with City concerning the qualifications and experience of any counsel to be retained. The City will have the right to approve the attorney hired. The approval shall not be unreasonably withheld.

9. All notices under this Agreement shall be sent by certified or registered mail addressed as follows:

To Applicant: _____

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

INDEMNITY AGREEMENT CONTINUED

10. This Agreement represents a full and complete understanding between the parties regarding the matters discussed herein.

IN WITNESS WHEREOF the parties hereto this Agreement to be executed on the date set forth below.

Dated: _____

CITY OF MT. SHASTA

Dated: _____

APPLICANT