AGENDA

REGULAR MEETING
OF THE
BOARD OF SUPERVISORS

Tuesday, March 6, 2018, 9:00 AM

The Board of Supervisors welcomes you to its meetings which are regularly scheduled for each Tuesday at 9:00 a.m. in the Board of Supervisors Chambers on the second floor of the Shasta County Administration Center, 1450 Court Street, Suite 263, Redding, California. Your interest is encouraged and appreciated.

The agenda is divided into two sections: CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. REGULAR CALENDAR: These items include significant financial, policy, and administrative actions and are classified by program areas. The regular calendar also includes "Scheduled Hearings," which are noticed hearings and public hearings, and any items not on the consent calendar.

TO ADDRESS THE BOARD: Members of the public may directly address the Board of Supervisors on any agenda item on the regular calendar before or during the Board's consideration of the item. In addition, the Board of Supervisors provides the members of the public with a Public Comment-Open Time period, where the public may address the Board on any agenda item on the consent calendar before the Board's consideration of the items on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. Pursuant to the Brown Act (Govt. Code section 54950, et seq.), Board action or discussion cannot be taken on non-agenda matters, but the Board may briefly respond to statements or questions and, if deemed necessary, refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.

Persons wishing to address the Board are requested to fill out a Speaker Request Form and provide it to the Clerk before the meeting begins. Speaker Request Forms are available at the following locations: (1) online at http://www.co.shasta.ca.us/BOS/docs/Request_to_talk.pdf, (2) from the Clerk of the Board on the third floor of 1450 Court Street, Suite 308B, Redding, and (3) in the back of the Board of Supervisors Chambers. If you have documents to present for the members of the Board of Supervisors to review, please provide a minimum of ten copies. When addressing the Board, please approach the rostrum, and after receiving recognition from the Chairman, give your name and comments. Each speaker is allocated three minutes to speak. Comments should be limited to matters within the subject matter jurisdiction of the Board.

CALL TO ORDER

Invocation: Pastor Perry Peterson, Crossroads Bible Fellowship

Pledge of Allegiance: Supervisor Kehoe
REGULAR CALENDAR

Members of the public may directly address the Board of Supervisors on any agenda item on the regular calendar before or during the Board's consideration of the item. Persons wishing to address the Board are requested to fill out a Speaker Request Form prior to the beginning of the meeting (forms are available from the Clerk of the Board, 1450 Court Street, Suite 308B, Redding, or in the back of the Board of Supervisors Chambers). If you have documents to present for the members of the Board of Supervisors to review, please provide a minimum of ten copies. Each speaker is allocated three minutes to speak.

BOARD MATTERS

R 1  Board Matters

   Adopt a proclamation which designates March 2018 as "Grand Jury Awareness Month" in Shasta County.

   No General Fund Impact  Simple Majority Vote

PUBLIC COMMENT PERIOD - OPEN TIME

During the Public Comment Open Time period, the public may address the Board on any agenda item on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. Persons wishing to address the Board during Public Comment Open Time are requested to fill out a Speaker Request Form and, if you have documents to present to the Board of Supervisors, please provide a minimum of ten copies.

CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member or staff member may request that an item be removed from the Consent Calendar for discussion and consideration. Members of the public may comment on any item on the Consent Calendar during the Public Comment Period - Open Time, which shall precede the Consent Calendar.

GENERAL GOVERNMENT

C 1  Clerk of the Board

   Approve the minutes of the meetings held on February 7, 2018 and February 27, 2018, as submitted.

   No General Fund Impact  Simple Majority Vote

C 2  Clerk of the Board

   Adopt a resolution which approves and authorizes the Chairman to sign the Third Amendment and Restated Joint Exercise of Powers Agreement with the counties of Butte, Colusa, Glenn, Nevada, Placer, Siskiyou, Sutter, Tehama, and Yuba effective February 1, 2018 to remove the County of Yolo and add the County of
Glenn as members of the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency with no change in compensation.

No Additional General Fund Impact Simple Majority Vote

C 3 Support Services-Purchasing
County Service Area No. 1-County Fire

Approve and authorize the sale of the following water trucks via public auction: (1) 1976 Kenworth COE 3,000 Gallon Water Truck, at the high bid of $15,351; and (2) 1979 Kenworth 3,000 Gallon Water Truck, at the high bid of $20,351.

No Additional General Fund Impact Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 4 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with Vista Pacifica Enterprises, Inc. in an amount not to exceed $2,500,000 per fiscal year, for a total maximum compensation not to exceed $7,500,000, to provide residential mental health treatment services for the period July 1, 2017 through June 30, 2020.

No Additional General Fund Impact Simple Majority Vote

LAW AND JUSTICE

C 5 Probation

Approve and authorize the Chairman to sign a retroactive amendment to the revenue agreement with the County of Trinity for placement of Juvenile Court wards at the Shasta County Juvenile Rehabilitation Facility, effective September 30, 2016 which: (1) Increases the maximum compensation payable to Shasta County by $200,000 (for a new total not to exceed $300,000); and (2) confirms the initial term dates of September 30, 2016 through September 30, 2017, and retains the two automatic one-year renewals.

No Additional General Fund Impact Simple Majority Vote

PUBLIC WORKS

C 6 Public Works
Resource Management

Take the following actions regarding the Public Work/Resource Management – Real Property Purchase: (1) Find the real property purchase categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve and authorize the Chairman to sign property purchase agreements with: (a) Michael Cogan and Louise Cogan, Trustees of the Michael B. Cogan Retirement Trust (APN: 101-780-009 at $220,000); and (b) Michael Cogan and Louise Cogan, Trustees of the
Michael B. Cogan and Louise H. Cogan Revocable Trust 2012 (APN: 101-780-010 & 101-780-011 at $220,000); (3) accept two Grant Deeds conveying the property; (4) approve a budget amendment increasing appropriations and revenue by $450,000 in the Land, Buildings and Improvement budget; (5) approve a budget amendment transferring appropriations by $225,000 within the Roads budget; (6) approve a budget amendment transferring appropriations by $75,000 within the Building Inspection budget; (7) approve a budget amendment transferring appropriations by $75,000 within the Environmental Health budget; and (8) authorize the County Executive Officer to approve payment of miscellaneous fees associated with the purchase transaction not to exceed $10,000, and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**No Additional General Fund Impact**

4/5 Vote

C 7 Public Works

Take the following actions regarding the “Gas Point Road Widening Project,” Contract No. 702976: (1) Approve and authorize the Chairman to sign right-of-way contracts with: (a) Lucille Stowell for right-of-way (0.14 acres at $7,710) plus a Federal Highway Administration (FHWA) signing incentive of $1,000; and (b) Michael Jack Van Steen for right-of-way (0.06 acres at $7,226) plus a FHWA signing incentive of $1,000; and (2) accept two Easement Deeds conveying the right-of-way parcels.

**No General Fund Impact**

Simple Majority Vote

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

R 2 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related to Shasta County’s legislative platform; and (2) receive Supervisors’ reports on countywide issues.

**No General Fund Impact**

No Vote

**LAW AND JUSTICE**

R 3 District Attorney

Probation

Public Defender

Take the following actions to replace the aging public safety Integrated Justice System (IJS): (1) Receive a presentation about the IJS; (2) waive the formal competitive procurement requirements of Administrative Policy 6-101, *Shasta County Contracts Manual* and Shasta County Code 3.04.020 “Competitive Procurement” due to limitations on the source of supply and necessary restrictions in specifications, to purchase a new IJS public safety Case Management System; and (3) provide direction to staff.
No Additional General Fund Impact Simple Majority Vote

R 4 Sheriff

Adopt a resolution which ratifies the Shasta County Director of Emergency Services’ February 28, 2018 proclamation of a local emergency and find that there is a need for continuing the local emergency until no longer needed, subject to Government Code 8630(c) review requirements.

General Fund Impact Simple Majority Vote

PUBLIC WORKS

R 5 Public Works

Resource Management

Health and Human Services Agency-Public Health

Regarding the GoShasta Regional Active Transportation Plan (Plan) adopt a resolution which: (1) Finds the Plan exempt from the California Environmental Quality Act (CEQA) in conformance with Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Plan may have a significant effect on the environment; (2) finds the Plan consistent with the Shasta County General Plan; (3) finds the Plan in compliance with the provisions of the California Streets and Highways code Chapter 8 of Division 3, et seq.; and (4) approves the Plan.

No General Fund Impact Simple Majority Vote

SCHEDULED HEARINGS

A court challenge to action taken by the Board of Supervisors on any project or decision may be limited to only those issues raised during the public hearing or in written correspondence delivered to the Board of Supervisors during, or prior to, the scheduled public hearing.

HEALTH AND HUMAN SERVICES

R 6 Housing and Community Action Programs

Take the following actions regarding the Community Development Block Grant (CDBG) Program Income Reuse Plan: (1) Conduct a public hearing; (2) close the public hearing; (3) approve and adopt the Housing Rehabilitation Assistance Program Guidelines; and (4) adopt a resolution which approves and authorizes the Director of Housing and Community Action Programs to sign the CDBG Program Income Reuse Agreement for a period five years effective from the date of signing and modifications to the Housing Rehabilitation Assistance Program Guidelines so long as the agreement has been reviewed and approved by County Counsel and otherwise complies with Administrative Policy 6-101, Shasta County Contracts Manual.

No Additional General Fund Impact Simple Majority Vote
CLOSED SESSION ANNOUNCEMENT

R 7  The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 15 minutes):

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9, subdivision (d), paragraph (1)):

Names of Cases: Kenneth F. Niedzwiecki vs. Shasta County Sheriff Department, et al.

At the conclusion of the Closed Session, reportable action, if any, will be reported in Open Session.

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:  Time:  Event:  Location:
3/8/2018  2:00 p.m.  Planning Commission Meeting  Board Chambers
3/13/2018  9:00 a.m.  Board of Supervisors Meeting  Board Chambers
3/20/2018  9:00 a.m.  Board of Supervisors Meeting  Board Chambers
3/27/2018  9:00 a.m.  Board of Supervisors Meeting  Board Chambers

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Clerk of the Board's Office.

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: adacoordinator@co.shasta.ca.us. Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please call Clerk of the Board (530) 225-5550 two business days before the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator. Accommodations may include, but are not limited to,
The Board of Supervisors meetings are viewable on Shasta County's website at www.co.shasta.ca.us.

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673.

This document and other Board of Supervisors documents are available online at www.co.shasta.ca.us.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 6, 2018
CATEGORY: BOARD MATTERS-1.

SUBJECT:
Grand Jury Awareness Month

DEPARTMENT: Board Matters

Supervisors District No.: All

DEPARTMENT CONTACT: Johnni Hansen, Grand Jury Foreperson

STAFF REPORT APPROVED BY: David M. Yorton, Jr., Senior Deputy County Counsel

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RECOMMENDATION

Adopt a proclamation which designates March 2018 as "Grand Jury Awareness Month" in Shasta County.

SUMMARY

The Grand Jury requests that the Board adopt a proclamation declaring March 2018 as "Grand Jury Awareness Month" in Shasta County in order for all citizens to become better acquainted with the purposes of the Grand Jury, to draw attention to the Grand Jury's reports, and to encourage interested citizens to apply for membership on the Grand Jury.

DISCUSSION

California's Grand Jury system provides, in each county, a truly independent "watchdog" investigative body, composed of a number of citizens in each county, who monitor the performance and activities of the county, cities, schools, and special districts and their officers and elected officials. The Shasta County Grand Jury works many hours each year to promote good government through its investigative authority.

The Grand Jury's watchdog investigations are often initiated on the basis of citizen complaints, but the Grand Jury may also act on its own initiative. When warranted, the Grand Jury issues detailed reports of its findings, which include recommendations for improvements to local governments. In Shasta County, those reports are published in the Record Searchlight. Grand Jury service offers unique rewards, including an enhanced understanding of local governments, a significant say in local government through the published reports of the Grand Jury's investigations, and a renewed faith in the power of dedicated citizens to make a difference.

The Shasta County Superior Court is now taking applications for the 2018/2019 Grand Jury. The qualities sought in individuals applying to serve on the Grand Jury include being a good listener; the willingness to cooperate with the other Grand Jurors in the pursuit of a common goal; and the ability to ask thoughtful questions, review documents, and help write lucid reports. Candidates should have an interest in increasing the efficiency of local government and improving public services.
Applications are available by calling the Superior Court at 245-6761 or visiting the Grand Jury's website at www.shastacountygrandjury.org.

**ALTERNATIVES**

The Board could choose not to adopt the proclamation.

**OTHER AGENCY INVOLVEMENT**

Adoption of the proclamation is supported by the Shasta County Superior Court. County Counsel prepared the proposed proclamation. The County Administrative Office reviewed the recommendation.

**FINANCING**

There is no General Fund impact by adopting the proclamation.

**ATTACHMENTS:**

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<td>Shasta County Board of Supervisors Proclamation</td>
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Shasta County Board of Supervisors
Proclamation

Grand Jury Awareness Month
March 2018

WHEREAS, grand juries are crucial components of California’s judicial system, serving three important roles: overseeing and reporting on the efficiency, honesty, and impartiality of local governments and elected officials; determining whether criminal acts have been committed and if there is enough evidence to charge a person with that crime; and determining whether to accuse public officials of impropriety; and

WHEREAS, every county in California has a grand jury made up of citizens, appointed by the county’s Superior Court, who dedicate their time for a full year to grand jury service; and

WHEREAS, thanks to their commitment and hard work, grand jurors help ensure that local governments, such as counties, cities, special districts, and school districts, are operating legally and efficiently;

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Board of Supervisors hereby proclaims March 2018 as Grand Jury Awareness Month in Shasta County, recognizing the contributions of the Shasta County Grand Jury and encouraging citizens to apply for grand jury service by contacting the Shasta County Superior Court or accessing the Grand Jury’s website.

Les Baugh, Chairman
March 6, 2018
Date
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE:  March 6, 2018
CATEGORY:  Consent - General Government-1.

SUBJECT:

2/7 and 2/27 Draft Minutes

DEPARTMENT:  Clerk of the Board

Supervisorial District No. :  ALL

DEPARTMENT CONTACT:  Courtney Mathews, Deputy Clerk of the Board, 530-225-5550

STAFF REPORT APPROVED BY:  Mary Williams, Chief Deputy Clerk of the Board

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RECOMMENDATION

Approve the minutes of the meetings held on February 7, 2018 and February 27, 2018, as submitted.

SUMMARY

n/a

DISCUSSION

n/a

ALTERNATIVES

n/a

OTHER AGENCY INVOLVEMENT

n/a

FINANCING

There is no General Fund impact associated with this action.

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February 7, 2018

SHASTA COUNTY BOARD OF SUPERVISORS

Wednesday, February 7, 2018

SPECIAL MEETING

BOARD OF SUPERVISORS REGULAR MEETING - March 6, 2018
6:00 p.m.: Chairman Baugh called the Special Session of the Board of Supervisors to order on the above date with the following present:

District No. 1  -  Supervisor Kehoe
District No. 2  -  Supervisor Moty
District No. 3  -  Supervisor Rickert
District No. 4  -  Supervisor Morgan
District No. 5  -  Supervisor Baugh

County Executive Officer  -  Larry Lees
County Counsel  -  Rubin E. Cruse, Jr.
Chief Deputy Clerk of the Board – Mary Williams

INVOCATION

Invocation was given by Pastor Paul Schmidt, Liberty Hill Christian Church.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the Flag was led by Preston Sharp. Supervisor Baugh presented Mr. Sharp with a Certificate of Excellence for his efforts to honor veterans.

REGULAR CALENDAR

BOARD MATTERS

WORKSHOP: PUBLIC SAFETY IN SHASTA COUNTY

County Executive Officer (CEO) Larry Lees introduced various representatives from local government agencies across Shasta County who were present at the workshop.

Director of Public Works Patrick Minturn described the state of County jail facilities and available space. He explained limits placed on capacity by California state agencies.

Mr. Minturn addressed options for expanding capacity. He stated that this could include building a new facility, which he estimated at a cost of approximately $3,000 per bed.

The existing jail could also be adjusted to accommodate additional beds. Mr. Minturn advised that nothing could be added to the jail in its current state; something would have to be removed from the facilities in order to increase bed space. This would come with administrative hurdles such as increased building regulations from the State.

Sheriff Tom Bosenko addressed jail population numbers and releases which took place from 2008-2018. He stated that the current average daily population is at 95% capacity.

Page 13 of 520
February 7, 2018

Sheriff Bosenko confirmed that the jail is fully functional on all floors. He explained that “tent cities” are not possible due to State regulations. He also said that further use of the Crystal Creek Work Camp is not plausible due to its state of disrepair. Sheriff Bosenko described limitations with the current jail space.

Sheriff Bosenko highlighted contracts with other counties in California with whom Shasta County contracts for use of fire camps. He described current use of GPS ankle bracelets which are monitored 24 hours per day.

According to Sheriff Bosenko, there is an increased need for deputies, especially in rural areas of the County. He described challenges associated with recruiting new deputies locally.

Sheriff Bosenko introduced portions of the plan for the Shasta County Jail, and highlighted data associated with local crime. He also addressed a needs assessment related to jail beds and stated that by the year 2037 there will be a need for 179 beds.

Sheriff Bosenko reviewed crime data for the current jail population. At this time, inmates are contracted out to other counties for a total of 28 beds.

In response to questions from Supervisor Baugh, Sheriff Bosenko stated that the quickest way to address jail capacity issues will be to work with the Board of State and Community Corrections (BSCC) to increase beds in the current jail. This would not meet all needs but would provide some relief.

Sheriff Bosenko explained that with the development of the new courthouse, he recommends developing architectural plans to convert old court rooms to additional jail space. Sheriff Bosenko estimated that this process would take approximately one year. He advised that increasing current jail space, plus making use of the old courtrooms would add new beds.

In terms of a long-term plan, Sheriff Bosenko described additional options to expand space for jail beds. There is potential to place 100 offenders in an Adult Rehabilitation Center (ARC), work camps. Further analysis would be necessary to move forward with these possibilities. Sheriff Bosenko referred to current number of jail beds in other counties of similar populations.

Supervisor Baugh presented an opportunity for involvement from the United States Department of Agriculture, Rural Development of California.

District Attorney Stephanie Bridgett described the impact of Assembly Bill 109 on local agencies and the community. DA Bridgett stated that her office received 11,633 cases for prosecution in 2017 and staff filed over 8,000 of those cases. She explained that over 300 of those cases in 2017 were severe or violent crimes, and those are the ones prioritized for incarceration.

DA Bridgett covered programs and options her office pursues to reach out to offenders and resolve issues in other ways. She highlighted the Community Prosecutor Program.

DA Bridgett explained the challenges associated with a lack of jail space, including repeat offenders and decreased accountability for offenses.

Chief Probation Officer Tracie Neal described the Adult Probation Division. Ms. Neal reported the program supervises approximately 2100 adult offenders. Since realignment, the offender population grows 5%-7% on an annual basis and the department currently has 21 probation officers that provide supervision to that population. She stated goals are supervision, accountability, and rehabilitation for the offender population. In addition to public safety, one of the main priorities is facilitating behavioral change, treatment, and accountability.
February 7, 2018

Ms. Neal highlighted the Community Corrections Center, where approximately 650-700 people are served monthly. She described the services and resources offered at the center, including a Mental Health Clinician who has taken almost 500 appointments to date. Ms. Neal also spoke to a partnership with Northern Valley Catholic Social Service and the Step Up program.

Ms. Neal presented various other efforts in place at Shasta County Probation, including high-risk supervision programs, the Supervised Own Recognizance Program, and the Day Reporting Center. She stated the importance of probation supervision systems and support for released offenders.

Health and Human Services Agency Director Donnell Ewert spoke about the multiple players involved in providing mental health services, including but not limited to the County. He stated that 4,700 people were treated by the County Health and Human Services Agency for mental health purposes in 2017.

He described various mental health programs provided through the County, including a crisis residential facility, permanent supportive housing, case management, and treatment groups. Mr. Ewert also addressed numerous accomplishments achieved in recent years to improve mental health services offered by the Health and Human Services Agency.

In regard to substance use disorders, Mr. Ewert presented data associated with County-provided substance use treatment services and programs. He highlighted the Addicted Offender Program and the Youth Drug Court. He stated that the County has closed gaps in services through efforts such as No RX abuse, naloxone distribution, and a media campaign related to marijuana.

Mr. Ewert described the vulnerability of mentally ill people and stated the importance of increased options for mental health and substance use disorder.

PUBLIC COMMENT PERIOD - OPEN TIME

Kristen Schreeder, Mayor of City of Redding, described efforts on the part of the City of Redding to engage public safety solutions. She stated that City identified illegal encampments, jail space, and mental health to be top priorities.

Baron Browning, City of Anderson Council Member, encouraged the Board of Supervisors to take action to address public safety.

Richard Kern, City of Shasta Lake Council Member, raised questions regarding estimated jail space costs.

Monte Keady, Burney Fire Chief, presented information regarding homelessness and crime in the Burney community, and emphasized the importance of youth mentorship.

Tom Twist, Shingletown Council Secretary, spoke in support of an Adult Rehabilitation Center and use of former courtrooms for additional jail space.

Dusty Steele, Cottonwood Honorary Mayor, addressed crime issues in Cottonwood and requested additional support for the Sheriff’s Office.

Stan Neutze, Vice-Mayor of Anderson, proposed that a measure be added to an upcoming ballot to secure additional funds for the Sheriff’s Office.

Richard Konopacki spoke regarding concerns with law enforcement response time in Shingletown.
Susan Power, President of National Alliance on Mental Illness (NAMHI) Shasta County, applauded mental health services in Shasta County and requested a shift in mental health services responsibility from law enforcement to mental health treatment providers.

James Crockett requested additional communication from the County regarding public safety efforts and progress.

Dale Ball requested increased funding for public safety and the Sheriff’s Office.

Monique Welin stated a need to separate criminal issues from mental health issues and requested that fellow residents focus on proposing solutions.

Charlotte Michel requested that local officials direct funding to increased jail bed space.

Brenda Woods presented concerns with jail bed space, mental health laws, and monitoring of offenders.

Kasey Dollar spoke regarding his efforts to rehabilitate vacant properties in the community in order to mitigate transient occupancy of empty houses.

Jon Ruiz stated concerns with law enforcement staffing and reductions in law enforcement presence.

Anjie Walfoort voiced concerns with jail space and public safety.

Bradley Charles DeHore, Jr. spoke about the County public safety and mental health budget.

Gary Marshall spoke about crime and local law enforcement challenges.

Warren R. made comments about public safety funding.

Tom petitioned the Board to focus on supporting youth and on funding the Sheriff’s Office.

Cindy requested additional support for community members.

James Hamilton voiced concerns about lack of funding for the Sheriff’s Office.

Tom Hildebrand spoke about transparency from the Board of Supervisors.

Courtney Mathews requested that community members view each other with compassion and dignity and address the brokenness of people within our community.

Dana Herron stated safety and economic issues pertinent to her profession as a realtor.

In response to questions presented during the public comment period open time, the Board and presenters provided additional information.

Public Work Director Patrick Minturn explained the reasoning behind estimated costs for additional jail beds.

Sheriff Bosenko explained that recidivism rate is not tracked and stated that the current daily average cost for a jail bed in the County is about $109.

District Attorney Stephanie Bridgett advised that additional offenders may not be incarcerated but could be engaged through work release programs or fines.
County Executive Officer Larry Lees described funding provided to the County and explained that, as an arm of the State, the County does not always have discretion about how to use that funding. Out of the entire County budget, approximately 80%-90% of funding is designated to specific use and is not at the discretion of the County.

CEO Lees explained funding currently spent on jail beds.

Chief Probation Officer Tracie Neal explained the Assembly Bill (AB) 109 Community Corrections dollars which are dedicated to the Sheriff’s Department.

Sheriff Bosenko explained that un-sentenced felons cannot be shipped out of County because they must have access to their attorney. He said that his office is working on plans to expand jail space and is waiting to hear back from the State about requirements.

CEO Lees stated that a response from the State could be a barrier in moving forward with expanding the jail, but staff has been working on a plan for some time.

The Board agreed in consensus that they would like to see expansion of the jail to add 60 jail beds included as part of the path forward, for public safety plans.

In response to questions from Supervisor Rickert, Sheriff Bosenko addressed concerns about repeat offenders. Mr. Ewert described County mental health responsibilities to return offenders to competency to stand trial.

CEO Lees described the process related to utilizing courtrooms, once vacated, for additional jail space and staffing expenses.

In response to questions by Supervisor Kehoe, CEO Lees stated the CEO and Sheriff, as directed by Board consensus, will develop plans to acquire additional jail beds.

Sheriff Bosenko provided additional details for consideration to develop a plan for increased jail space.

In response to questions by Supervisor Moty, Ms. Neal provided information regarding the possibility of Probation assisting in the booking process.

Redding City Manager Barry Tippin described efforts in the City of Redding to address community needs and public safety challenges while balancing resource limitations.
February 7, 2018

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board requested staff to return with a timeline, potential costs, and process as it relates to achieving approximately 60 jail beds in the current jail; to return with information regarding design timeline for turning courtrooms into additional jail bed space; to return with information regarding a presentation on review of current operations for possible efficiencies; and to return with information about remodeling the jail basement.

10:05 p.m. - The Board of Supervisors adjourned.

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

Chairman

By

Deputy
February 27, 2018

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, February 27, 2018

REGULAR MEETING

9:00 a.m.: Chairman Baugh called the Regular Session of the Board of Supervisors to order on the above date with the following present:

District No. 1 - Supervisor Kehoe
District No. 2 - Supervisor Moty
District No. 3 - Supervisor Rickert
District No. 4 - Supervisor Morgan
District No. 5 - Supervisor Baugh

County Executive Officer - Larry Lees
County Counsel - Rubin E. Cruse, Jr.
Administrative Board Clerk - Courtney Mathews
Administrative Board Clerk - Trisha Boss
Administrative Board Clerk - Kristin Gulling-Smith

INVOCATION

Invocation was given by Pastor Tom Winslow, Family Celebration Center.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the Flag was led by Supervisor Baugh.

REGULAR CALENDAR

BOARD MATTERS
February 27, 2018

PROCLAMATION: CONSUMER PROTECTION WEEK
MARCH 4-10, 2018

By motion made, seconded (Morgan/Moty), and unanimously carried, the Board of Supervisors adopted a proclamation which designates March 4-10, 2018, as "Consumer Protection Week" in Shasta County (Supervisor Morgan). District Attorney Stephanie Bridgett was present to accept the proclamation.

PROCLAMATION: NATIONAL PARENT LEADERSHIP MONTH
FEBRUARY 2018

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation which designates February 2018 as "National Parent Leadership Month" in Shasta County (Supervisor Rickert). Parent Leadership Advisory Group (PLAG) representatives Crystal Johnson and Danielle were present to receive the proclamation. Danielle spoke regarding the support she received from Group (PLAG).

PUBLIC COMMENT PERIOD - OPEN TIME

Sandra L. Winters spoke regarding a fire hazard in Happy Valley and requested developing an ordinance for defensible space.

Bill Gilbert spoke regarding concerns with Shasta County.

Monique Welin spoke regarding concerns with opioid use and mental health in Shasta County.

Resource Management Director Richard Simon provided an update on permit processing time in Shasta County. Mr. Simon reported building projects are increasing in Shasta County, subsequently increasing volume and the department has been short staffed in the Building and Planning Divisions. Mr. Simon anticipates that recently filled positions will help increase capacity and conversion to new permitting software during the next month will provide more efficient service, which will additionally help facilitate an outreach program for design and development professionals in Shasta County to help navigate the permitting process and minimize time delay. Mr. Simon stated his department is committed to cutting down time for permitting process from four to two weeks and will continue to provide updates to the Board on the permit process.
February 27, 2018

In response to questions by Supervisor Baugh, Mr. Simon said the department can recognize duplicate projects to shorten the approval process and improve efficiency in the permitting process.

In response to questions by Supervisor Kehoe, Mr. Simon said he was optimistic the department will overcome inefficiencies in permitting process with additional staffing, new permitting software, and outreach efforts. Mr. Simon reported two new employees have started in building division, there is a new building inspector, and two offers for planners to begin working in the next two to three weeks.

In response to questions by Supervisor Rickert, Mr. Simon said as part of the launching of the new software, they will be able to relay information to contractors throughout the County, can send email to contacts in the community, and will be utilizing press releases to the media.

ITEMS PULLED FROM CONSENT CALENDAR

Chairman Baugh noted that the items regarding the Planning and Service Area (PSA) 2 Area Agency on Aging-Advisory Council appointment and the agreement with Chelcour LLC, d.b.a. The ClaaS Group (TCG) had been pulled for discussion.

CONSENT CALENDAR

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors took the following actions, which were listed on the Consent Calendar:

Adopted Resolution No. 2018-014 delegating signing authority of Shasta County city municipalities’ fire and burglar alarm system permit application evergreen agreements to County Department Heads. (Administrative Office/Health and Human Services Agency-Business and Support Services)

(See Resolution Book No. 60)

Appointed Ken Murray to the Assessment Appeals Board to a term to September 2020. (Clerk of the Board)

Reappointed Walter Caldwell, Jerry "Abe" Hathaway, and Chad Arseneau to the Burney Basin Mosquito Abatement District Board of Trustees to terms to January 2020. (Clerk of the Board)

Took the following actions regarding the Pine Grove Cemetery District Board of Trustees: Reappointed Marlene VanStaaveren to a term to March 2022; reappointed Robert Dye
February 27, 2018

to a term to March 2021; reappointed Arleen Earnest and Calvin Carpenter to terms to March 2020; and appointed Debbie Dennis to a term to March 2022. (Clerk of the Board)

Approved the minutes of the meetings held on January 30, 2018 and February 6, 2018, as submitted. (Clerk of the Board)

Adopted Salary Resolution No. 1525, effective March 4, 2018, which amends the Shasta County Position Allocation List as follows: add 1.0 Full-Time Equivalent (FTE) Housing Rehabilitation Specialist I/II; and add 1.0 FTE Clerk III in the Housing and Community Action Program budget. (Support Services-Personnel)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign a retroactive amendment, effective July 1, 2016, to the agreement with Aurora Behavioral Healthcare – Santa Rosa, LLC for the provision of psychiatric inpatient hospitalization services to serve more clients and increase compensation to $300,000 for County Fiscal Years 2016-17 and 2017-18 (for a new maximum compensation not to exceed $700,000), retaining the term of July 1, 2015, through June 30, 2018. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign a retroactive agreement with South Coast Health & Wellness Corporation DBA Community Care on Palm in an amount not to exceed $300,000 to provide skilled nursing care from October 4, 2017 through June 30, 2020. (Health and Human Services Agency-Adult Services)

Approved the following Fiscal Year 2017-18 Health and Human Services Agency mid-year budget amendments to align projected appropriations and revenue: decreased appropriations by $25,000 and decrease revenue by $50,000 in the In-Home Supportive Services (IHSS) Public Authority budget, offset with the use of fund balance; increased appropriations and revenue by $203,500 in the Mental Health Services Act budget; decreased revenue by $345,034 in the Mental Health budget, offset with use of Mental Health-Restricted State Realignment 1991/2011 fund balance; increased appropriations and revenue by $340,000 in the Alcohol and Drug Programs budget; increased appropriations and revenue by $35,988 in the Perinatal budget; decreased revenue by $766,426 in the Public Health budget, offset with use of fund balance; decreased appropriations and revenue by $294,369 in the Healthcare budget; decreased appropriations by $294,369 in the General Revenue budget; transferred appropriations by $300,000 and decrease revenue by $1,864,540 in the Social Services Administration budget, offset with use of Social Services-Restricted State Realignment 1991/2011 fund balance; increased appropriations and revenue by $176,075 in the Opportunity Center budget; and decreased appropriations by $439,940 and increase revenue by $473,705 in the Welfare Cash Aid budget. (Health and Human Services Agency-Business and Support Services/Administrative Office)
February 27, 2018

Adopted Salary Resolution No. 1526, effective March 4, 2018, which amends the Shasta County Position Allocation List as follows: Deletes 1.0 Full-Time Equivalent (FTE) vacant Medical Services Clerk position, deletes 1.0 vacant Office Assistant I/II position, and adds 1.0 FTE Staff Services Analyst I/II position in the Mental Health budget; deletes 1.0 FTE Eligibility Worker I/II position and adds 1.0 FTE Office Assistant I/II position in the Social Services budget; adds 1.0 FTE Office Assistant I/II position, deletes 1.0 FTE vacant Community Development Coordinator position, and adds 1.0 FTE Public Health Program and Policy Analyst in the Health and Human Services-Office of the Director budget; and deletes 1.0 FTE vacant Public Health Microbiologist I/II/Trainee position and adds 1.0 FTE Public Health Program and Policy Analyst in the Public Health budget. (Health and Human Services Agency-Business and Support Services)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign an agreement with Vertex Systems, Inc. in an amount not to exceed $81,752.40 (one-time and monthly advance payments) for the upgraded cloud based payroll and case management software system for the period from date of signing through December 31, 2020. (Health and Human Services Agency-Regional Services)

Took the following actions regarding the Workers’ Compensation Insurance Fraud and the Automobile Insurance Fraud revenue grant programs for the period July 1, 2018, through June 30, 2021: adopted a separate resolution for each program, Resolution No. 2018-015 and Resolution No. 2018-016, which approves and authorizes the Shasta County District Attorney to: continue to serve as the agent for each program; sign award agreements with the California Department of Insurance for each program; and execute and submit future related documents (including retroactive) for each program including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of each program; and limit the District Attorney’s signing authority to $675,000 for both revenue programs. (District Attorney)

(See Resolution Book No. 60)

Approved and authorized the Chairman to sign a retroactive amendment, effective January 1, 2018, to the agreement with SERVFIRST d.b.a. Redding Spray Service, to provide weed control on County Roads, Airports, and Service Areas, to limit total compensation to $96,284.09 for services provided in this amendment, and to extend the term from January 1, 2018 through December 31, 2018. (Public Works)

Took the following actions regarding the “2018 Redding Regional Septage Impoundment 1B Cleanout Project,” Contract No. 207513: found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; approved plans and specifications and directed the Public Works Director to advertise for bids; and authorize opening of bids on or after Thursday, March 29, 2018, at 11:00 a.m. (Public Works)
Approved and authorized the Public Works Director to sign a Notice of Completion for the “Corporation Yard Wash Rack Improvement Project,” Contract No. 706787, and record it within 15 days of actual completion of the work. (Public Works)

Took the following actions regarding the Skylark Lane Emergency Fire Escape Road (EFER) Permanent Road Division (PRD) and the Skylark Lane EFER No. 4 PRD: adopted Resolution No. 2018-017 consolidating Skylark Lane EFER PRD and Skylark Lane EFER No. 4 PRD into the Skylark Lane EFER PRD; received the maintenance cost estimate; and received the County Surveyor’s report on the boundary description (in the form of a map). (Public Works)

(See Resolution Book No. 60)

ACTION ON ITEMS PULLED FROM CONSENT CALENDAR

APPOINTMENT: RICHARD KERN
PLANNING AND SERVICE AREA (PSA) 2 AREA AGENCY ON AGING ADVISORY COUNCIL

At the recommendation of Supervisor Morgan by motion made, seconded (Morgan/Moty), and unanimously carried, the Board of Supervisors appointed Richard Kern to the Planning and Service Area (PSA) 2 Area Agency on Aging-Advisory Council to a term to February 2022. (Clerk of the Board)

AGREEMENT: CHELCOUR LLC, D.B.A. THE CLAAS GROUP (TCG)
DISC (DOMINANT, INFLUENCING, STEADFAST, AND COMPLIANT) ASSESSMENT

Child Support Services Director Terri Morelock provided a report and described the proposed DISC assessment and leadership training program.

In response to questions by Supervisor Kehoe, Ms. Morelock said there is a competitive process to get into the program, in that it is limited to twenty participants, but if an individual doesn’t participate it does not limit future promotional opportunities. Ms. Morelock reported the selection process and vetting process for applicants will be developed with assistance from the contractor, while the department will determine which applicants are accepted into the program. Ms. Morelock advised representatives of the bargaining unit had been contacted and they are supportive of the program.

In response to questions by Supervisor Moty, Ms. Morelock stated if the twenty spaces are filled and other employees have an interest to participate in the program, it could be offered again in the future.
February 27, 2018

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors approved and authorized the: Chairman to sign an agreement with Chelcour LLC, d.b.a. The ClaaS Group (TCG), in an amount not to exceed $32,000 to provide online DISC (dominant, influencing, steadfast, and compliant) Assessment and in-house instructor-led leadership training for a period of one year effective the date of signing; and Child Support Services Director to authorize selected staff to sign the User Authority terms and conditions for accessing the online DISC Assessment. (Child Support Services)

9:48 a.m.: The Shasta County Board of Supervisors recessed and convened as the Shasta County Water Agency.

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

SHASTA COUNTY WATER AGENCY

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approved and authorized the Chairman to sign an amendment, effective March 2, 2018, to the agreement with PACE Engineering, Inc., to increase compensation by $171,500, for a new total not to exceed $212,300, and extend the term from March 2, 2018 through May 31, 2021, to provide engineering and administrative services for the County Service Area No. 2-Sugarloaf Water Improvement Project. (Water Agency; County Service Area No. 2-Sugarloaf Water)

9:48 a.m.: The Shasta County Water Agency adjourned and reconvened as the Shasta County Board of Supervisors.

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS’ REPORTS

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including The Reducing Crime and Keeping California Safe Act of 2018.
February 27, 2018

In response to questions by Supervisor Kehoe, CEO Lees said the intent of the resolution is to show support for the Keeping California Safe Act 2018, which is bringing more accountability for offenders.

Deputy District Attorney Benjamin Hanna reported the Keeping California Safe Act 2018 would prevent the early release of violent felons, without creating new strikes to impact sentencing, gives the DA additional rights to represent victims when considering parole, expands DNA collection, and impacts serial thefts, making them chargeable as felonies.

In response to questions by Supervisor Kehoe, Deputy DA Hanna advised, if approved, there would be potentially some impact to the local jail, but the majority of the impact would likely be to the State Prison system.

At the recommendation of CEO Lees, by motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors temporarily suspended the operation of Administrative Policy 1-101, Rule 7(e)(1), which prohibits the Board from taking a position on propositions on the ballot; and adopted Resolution No. 2018-018 in support of The Reducing Crime and Keeping California Safe Act of 2018.

Supervisor Moty recently attended meetings of the Shasta Regional Transportation Commission and the Sacramento River Forum.

At the recommendation of Supervisor Rickert, by consensus, the Board requested that staff bring back a proposal for consideration regarding vaccinations.

Supervisors reported on issues of countywide interest.

FISCAL YEAR (FY) 2017-18 SHASTA COUNTY BUDGET UPDATE

Chief Financial Officer (CFO) Terri Howat provided a FY 2017-18 mid-year report.

In response to questions by Supervisor Baugh, CEO Lees said departments are staying within budgets.

In response to questions by Supervisor Morgan, CFO Howat advised money from Proposition 172 is distributed to Public Safety and is projected to be $14 million.

In response to questions by Supervisor Moty, CEO Lees confirmed approximately 83% of discretionary funding goes to public safety.

At the recommendation of CFO Howat, by motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors took the following actions: directed departments to make spending adjustments to stay within approved net county cost contained in the FY 2017-
February 27, 2018

18 Budget, as adjusted; approved the budget principles recommended for the FY 2018-19 Proposed Budget; and in accordance with Government Code section 29064(c), approved the Budget Adoption Schedule recommended for the FY 2018-19 Proposed Budget and direct the publication of a recommended budget pursuant to the Budget Adoption Schedule. (Administrative Office)

ORDINANCE NO. 378-2044
ZONE AMENDMENT 06-026, BIRK

Resource Management Director Richard Simon provided a staff report. Mr. Simon reported the purpose of the rezone is to develop a second residence.

In response to questions by Supervisor Morgan, Mr. Simon said there is no time limitation between the first and second reading of an ordinance. He explained that there have been no changes in conditions to the property; it is already a developed lot, fire access has been reviewed, and there have been no changes that would require the Planning Commission to take a second look at the property.

At the recommendation of Mr. Simon and by motion made, seconded (Morgan/Rickert), and unanimously carried, as introduced on April 24, 2007, the Board of Supervisors enacted Ordinance No. 378-2044 Amending the Shasta County Zoning Plan, Rezoning approximately 10.12 acres at the northeast corner of Bella Montania Lane and Regna Drive in Palo Cedro, from Rural-Residential-Building Site Minimum (R-R-BSM) to Rural-Residential-Five-Acre Minimum Lot Area (R-R-BA-5). (Zone Amendment 06-026, Birk) (Clerk of the Board)

(See Zoning Ordinance Book)

CLOSED SESSION ANNOUNCEMENT

Chairman Baugh noted that the item regarding existing litigation entitled Kenneth F. Niedzwiecki vs. Shasta County Sheriff Department, et al., had been pulled from Closed Session.

10:41 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:
February 27, 2018

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By

Deputy
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 6, 2018

SUBJECT:
Third Amendment and Restated Joint Exercise of Powers Agreement establishing the Sierra-Sacramento Valley Emergency Medical Services Agency.

DEPARTMENT: Clerk of the Board

Supervisorial District No.: All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board (530)225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

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<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
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RECOMMENDATION

Adopt a resolution which approves and authorizes the Chairman to sign the Third Amendment and Restated Joint Exercise of Powers Agreement with the counties of Butte, Colusa, Glenn, Nevada, Placer, Siskiyou, Sutter, Tehama, and Yuba effective February 1, 2018 to remove the County of Yolo and add the County of Glenn as members of the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency with no change in compensation.

SUMMARY

The Joint Exercise of Powers Agreement designates the Sierra-Sacramento Valley Emergency Medical Services (S-SVEMS) Joint Powers Agency (JPA) as Shasta County’s Local Emergency Medical Services Agency (LEMSA). The LEMSA is granted authority by the Emergency Medical Care Personnel Act (California Health and Safety Code, Section 1797 et seq.) The LEMSA is responsible for providing the County’s mandated Emergency Medical Services planning and coordination activities.

DISCUSSION

On April 13, 2010, the Shasta County Board of Supervisors approved an agreement with the S-SVEMS JPA to provide LEMSA services to Shasta County, effective from the date of signing until such time that the JPA agreement could be amended and approved by all member counties. In 2011, the JPA agreement was officially amended and approved by all member counties to allow Shasta County to enter into the JPA and participate as a voting Member County.

The S-SVEMS JPA was founded under an agreement executed in 1981. Since then, there have been two amendments to the agreement. In 1992, an amendment was approved to remove the counties of El Dorado, Sacramento, and Sierra from membership. In 2011, an amendment was approved to add the counties of Butte, Colusa, Shasta, Siskiyou, and Tehama as members.
In 2013, Yolo County left the JPA membership. In 2017, Glenn County approached the S-SVEMS requesting membership in the JPA. On May 12, 2017 the JPA Board approved adding Glenn County to its service area on a contract basis, with the understanding that a request would be made to all member counties to allow Glenn County to become a full member of the JPA governing Board. The Third Amendment and Restated Joint Exercise of Powers Agreement reflects the removal of Yolo County and the addition of Glenn County. The amendment does not change the scope of services provided by S-SVEMS to Shasta County, and does not change the annual contribution required of Shasta County.

**ALTERNATIVES**

The Board could choose not to approve the amendment.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the Third Amendment and Restated Joint Exercise of Powers Agreement as to form.

**FINANCING**

There is no additional General Fund impact associated with the recommendation.

**ATTACHMENTS:**

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<tr>
<td>S-SVEMS Resolution</td>
<td>2/28/2018</td>
<td>S-SVEMS Resolution</td>
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<tr>
<td>S-SVEMS JPA Agreement</td>
<td>3/2/2018</td>
<td>S-SVEMS JPA Agreement</td>
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RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING A THIRD AMENDMENT
AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR THE PURPOSE OF CONTINUING A REGIONAL EMERGENCY MEDICAL
SERVICES AGENCY

WHEREAS, the County is required to designate Local Emergency Medical Services (EMS) Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the California Health and Safety Code) hereinafter called the “Act,”; and

WHEREAS, Joint Powers Agencies may be created under the provisions of the Government Code, State of California (Section 6500, et seq.), to jointly exercise powers common to all members; and

WHEREAS, there now exists an urgent and demonstrated need for the continuation of a Regional EMS Agency and an Emergency Medical Services (EMS) program in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and

WHEREAS, the County desires to delineate Local EMS Agency responsibilities in accordance with the Act to a Joint Powers Agency created to achieve these purposes; and

WHEREAS, on April 13, 2010, the Board of Supervisors joined the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency to provide EMS services to Shasta County, and on February 1, 2011, Shasta County became a voting Member County of the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency; and

WHEREAS, the Board wishes to continue in membership with the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency to achieve the purposes cited herein;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby approves the attached Third Amendment and Restated Joint Powers Agreement.

DULY PASSED AND ADOPTED this ___th day of March, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: __________________________
    Deputy
THIRD AMENDMENT AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF CONTINUING A REGIONAL EMERGENCY MEDICAL SERVICES AGENCY AND PROVIDING FOR THE CONTINUED IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN EMERGENCY MEDICAL SERVICES SYSTEM IN THE COUNTIES OF BUTTE, COLUSA, GLENN, NEVADA, PLACER, SHASTA, SISKIYOU, SUTTER, TEHAMA AND YUBA, STATE OF CALIFORNIA

THIS AGREEMENT, dated for convenience, the ___First___ day of ___February___, 2018, by and between the Counties of Butte, Colusa, Glenn, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama and Yuba, each a political subdivision of the State of California (herein, collectively referred to as “Member Counties” or individually as “Member County”).

RECITALS

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need for the continuation of a Regional EMS Agency and an Emergency Medical Services (EMS) program in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and

WHEREAS, the parties hereto desire to delineate Local EMS Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the California Health and Safety Code) hereinafter called the “Act,” and participate in Joint Powers Agency hereafter established, and;

WHEREAS, Glenn County wishes to become a full member of this Joint Powers Agency
NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PURPOSE AND CREATION

The purpose of this Agreement is to provide unified planning and coordination of a Regional Emergency Medical Services System by and through a Joint Powers Agency and for that agency to perform the duties and responsibilities of local EMS agency for the Member Counties in their ongoing operation and management of county emergency medical services systems.

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Sierra-Sacramento Valley Emergency Medical Services Agency, herein referred to as “Agency.” For the purpose specified in this Agreement, the Agency shall be an entity separate from the parties to this Agreement.

ARTICLE II

TERM

A. This Agreement shall become effective as of the date upon which all member counties have approved it and shall continue in full force and effect until terminated by mutual agreement of the parties hereto. In the event that a county or counties withdraw from the Agency (“Withdrawing County”), as per the term and conditions set forth in ARTICLE VI of this Agreement; and, if the remaining Member Counties desire to continue the Agency, the Withdrawing County (or counties) shall be removed from the Agreement, and it shall not be necessary to cause a new agreement to be executed by the remaining counties.
B. If all Member Counties agree to terminate this Agreement, any money or assets, except funded equipment in possession of the Agency for use under this Agreement, after payment of all liabilities, costs, expenses and charges incurred under this Agreement, shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor Agency.

ARTICLE III

FUNDING

A. Member County Contributions
As Member Counties, we acknowledge the need for stabilization of funding in order for the Agency to perform required duties. Each Member County shall provide the Agency with an annual base contribution of $10,000. In addition to the base contribution, the Member Counties agree to provide the Agency with an additional contribution of 42 cents per capita, or as determined by the Agency board by Resolution. Member county’s current population figures shall be based upon figures obtained from the Demographic Research Unit, Department of Finance, State of California.

Payment of the county contribution as calculated above shall be due and payable within 30 days of Member County’s receipt of an invoice from the Agency.

State Funding
The Agency shall annually apply for regional funding from the State Emergency Medical Services Authority. This shall include, but not be limited to, State general fund grants, Federal block grants and any special project grants.
A R T I C L E  I V

G E N E R A L  P O W E R S

A. Board of Directors

1. The Agency shall be governed by a Board of Directors, herein referred to as “Board,” composed of ten voting members as follows: One (1) representative of the Board of Supervisors of each Member County. Each such JPA Board member shall be selected by and serve at the pleasure of the Member County's Board of Supervisors represented by such representative.

2. Any Supervisor of a member county’s board may serve as an alternate. Such alternate shall vote only in place of their absent representative. Each member shall have an equal vote.

3. The Agency shall have a full or part-time California licensed physician and surgeon as Medical Director, who has substantial experience in the practice of emergency medicine, to provide medical control and to assume medical accountability throughout the planning, implementation and evaluation of the EMS System. Such physician shall act as the Medical Director of the local EMS agency pursuant to the Act for member counties and counties with whom the Agency contracts with for such services.

4. The Agency shall employ a Regional Executive Director and fix his/her salary. He/She shall serve at the pleasure the Board of Directors. It shall be the
responsibility of the Regional Executive Director to employ and discharge staff. Agency positions are established by the Board.

5. The Board of Directors of the Agency shall provide for its regular meetings. One meeting every other month shall be held. Special meetings may also be called if needed. One of the regular meetings shall be designated as the annual meeting at which time a review of the Joint Powers Agreement may take place. The annual meeting shall include the election of officers and other business as deemed necessary by the Board. The meetings shall be held in compliance with the Ralph M. Brown Act (Government Code, Section 54950 et seq.). Notice of regular meetings and the agenda shall be posted in a public location at least 72 hours in advance of said meetings.

6. The Regional Executive Director of the Agency shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member and alternate of the Board.

7. A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of a majority of the members shall be required for the approval of any motion/resolution as to which action of the Board is required.

8. Any vacancy of a regular or alternate member of the Board shall be filled by the authority which made the appointment.
9. Members of the Board shall serve without compensation, but shall receive reimbursement from the Agency for actual and necessary expenses incurred when on official duty for the Agency (including a stipend and mileage for travel to and from meetings of the Board, unless otherwise provided by the member’s county). No member of the Board may be compensated for any service to the Agency except as provided in this section. Nothing herein shall be construed to prohibit member counties from compensating their Members or alternates for services on the Board.

10. Reimbursement for expenses shall be made by the Agency upon submittal of proper documentation.

B. Other Officers

The Treasurer and Auditor of the County of Placer are designated as Treasurer and Auditor respectively by each member county to act on behalf of the Agency and to be responsible for fiscal management under the terms of this Agreement. Said county shall be entitled to receive project indirect costs as agreed upon between the Board and Placer County.

C. Contracts

In order to achieve the purpose of this Agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue and be sued in its own name. No contract of the Agency may extend beyond the term of this Agreement and any renewals thereof. As set forth in Section IV.D, no party to this Agreement shall be responsible for any debt or obligation of the Agency.
D. **Liability**

No expense shall be incurred in excess of available funds for the establishment and operation of the Agency established pursuant to the Joint Exercise of Powers Act without prior written approval of the Member Counties. The Agency shall indemnify, defend and hold harmless each of the Member Counties and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from the Agency's acts, errors or omissions and for any costs or expenses incurred by the Member County(ies) on account of any claim therefore, except where such indemnification is prohibited by law. The Agency shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all employees with Workers' Compensation Insurance. The debts and obligations of the Agency are not and shall not become debts or obligations of any of the parties to this Agreement. No party to this Agreement shall be responsible for any debt or obligation of the Agency.

E. **Grants**

The Agency may, with Board approval apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any source for the implementation of the purposes of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purpose.

F. **Bylaws**

The Board of Directors of the Agency shall adopt bylaws for the governing of the Agency and for the conducting of the business of the Board. Such bylaws shall make provision for
an annual independent audit. Such bylaws shall also provide for the operation of Agency programs including the compensation and privileges of the employees of the Agency. Such bylaws shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Agency, including the annual audit report, an itemization of employee benefits paid and all expenses that have been allowed to employees of the Agency. The Board of Directors shall elect a Chairperson and Vice-Chairperson to serve for one year and shall also appoint a Secretary who need not be a member of the Board.

G. Governing Law

Pursuant to Section 6509 of the Government Code, the powers of the Agency are subject to the restrictions upon the manner of exercising the power of the County of Placer.

ARTICLE V

REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION

A. Agency Designation

The Agency is designated as the Local EMS Agency by each signatory to this Agreement.

B. Agency Authorization

The execution of this Agreement acts as a delegation to the Agency by each signatory of all the California Health and Safety code, Division 2.5 functions, and the Agency shall act as the Local EMS Agency as to each function.

C. Designated Agency Functions
Within the territorial jurisdiction of each county signatory to this Agreement, the Agency shall perform the functions set forth in California Health and Safety Code, Division 2.5 (Cal H&S Code Section 1797 et seq., as currently written, or as may be amended, as well as the following:

1. The Agency may develop a schedule of fees for testing and certification in an amount sufficient to cover the actual cost of administering the certification process.

2. The Agency shall provide an organizational and committee structure which fosters interagency coordination and maintains an effective working relationship between individuals and groups.

3. The Agency shall provide liaison with county Emergency Medical Care Committees and providers to plan effective program variations which meets specific county provider and patient needs.

4. The Agency shall periodically reassess facilities to assure that listed treatment capability is current and modifications of triage and treatment guidelines reflect current medical practice.

5. The Agency shall perform legislative activities on behalf of the member counties at the state and local levels.

6. The Agency shall research availability of funds, institute applications where appropriate, and manage budgets in accordance with regional policies and specific requirements of funding sources.

7. The Agency shall facilitate intercounty and interregional response and transport of patients.
8. The Agency shall comply with all other relevant requirements as stated in the Act.

9. The Agency may contract with any organization to provide any relevant service of function authorized by the Act.

10. The Agency may have other powers and responsibility authorized by the counties.

**ARTICLE VI**

**WITHDRAWAL**

A. Any signatory to this Agreement may withdraw by giving written notice to all the other signatories a minimum of six (6) months prior to the end of the fiscal year in which such notice is given. Withdrawal shall be effective at the end of the fiscal year unless otherwise specified in this Agreement.

B. Equipment and Funds. Upon withdrawal of a Member County, any money or assets, including funded equipment in possession of the Agency for use under this Agreement shall remain with the Agency, except that the Board of Directors in its sole discretion, may permit a Withdrawing County to retain emergency medical care equipment secured through the Agency if the Board determines that such equipment is needed for the medical care of residents of the Withdrawing County. For situations arising that are not covered by the above guidelines, the Withdrawing County and the Board of Directors of the Agency may enter into a contract settling the terms and conditions of withdrawal. A Withdrawing County shall not be entitled to any further distribution of Agency property or funds.

C. Payment of Other Postemployment Benefits (OPEB) arising during the term of this JPA. The Member Counties agree that if a member County withdraws from the JPA, the withdrawing County shall, prior to withdrawal from the JPA, pay the Withdrawing County’s
pro-rata share based. Should an unfunded liability exist the Withdrawing County shall pay the pro-rata share of unfunded liability.

**ARTICLE VII**

**FISCAL YEAR**

For the purposes of this Agreement, the term “fiscal year” shall mean the period from July 1 to and including the following June 30th.

**ARTICLE VIII**

**CLAIMS**

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor – Controller of the Agency and established by the Board of Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board of Directors shall adopt a regulation requiring that all claims shall be so filed.

**ARTICLE IX**

**ALLOWANCE OF CLAIMS BY AUDITOR-CONTROLLER**

A. The Auditor-Controller of Agency shall audit and allow or reject claims based on the budget and without the prior approval of the Board of Directors in any of the following cases:
1. Expenditures which have been authorized by purchase orders issued by an office of
the Agency authorized and approved by the Board of Directors to make such
purchases.

2. The Auditor-Controller shall require the certificate of the requisitioning or receiving
officer that the articles or services have been received or contracted for in
accordance with the prior authorization of the Board.

ARTICLE X – ADDITIONAL PROVISIONS

A. This Agreement supersedes the Agreement of February 1, 2011 by and between the counties
of Butte, Colusa, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, Yolo, and Yuba, and all
forerunners and amendments thereof. All rights, duties, liabilities, obligations and assets of
the Sierra-Sacramento Valley Emergency Medical Services Agency pursuant to said
Agreement are hereby assumed by the Sierra-Sacramento Valley Emergency Medical Services
Agency pursuant to said Agreements are hereby ratified and confirmed. It is not the
purpose of this Agreement to do away with the Sierra-Sacramento Valley Emergency
Medical Services Agency, but rather to amend its powers, and place it in compliance with the
requirements as stated in Part 1 of Division 2.5 (commencing with Section 1797) of the
Health and Safety Code.

B. Performance of Functions by County. Agency shall be the sole Local Emergency Medical
Service Agency for each and every Member County, and shall perform the services
enumerated in this agreement. However, Agency and the Member County may enter into
such contracts allowing the Member County to perform any function or functions delegated
to Agency by this Agreement at the time of its signing.
C. This Agreement may be amended at any time by the mutual agreement of the parties hereto.

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APPROVAL AS TO FORM

__________________________________________ Date
Brian Wirtz
Counsel for JPA Governing Board of Directors
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 6, 2018
CATEGORY: Consent - General Government-3.

SUBJECT:
Auction Sale of Two (2) Water Trucks

DEPARTMENT: Support Services-Purchasing
County Service Area No. 1-County Fire

Supervisorial District No. : All

DEPARTMENT CONTACT: Angela Davis, Director of Support Services, (530) 225-5515

STAFF REPORT APPROVED BY: Angela Davis, Director of Support Services, (530) 225-5515

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<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<tr>
<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
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RECOMMENDATION

Approve and authorize the sale of the following water trucks via public auction: (1) 1976 Kenworth COE 3,000 Gallon Water Truck, at the high bid of $15,351; and (2) 1979 Kenworth 3,000 Gallon Water Truck, at the high bid of $20,351.

SUMMARY

N/A

DISCUSSION

County Fire has two surplus water truck vehicles, which have exceeded their useful life. The assets are as follows:

(1) 1979 Kenworth 3,000 Gallon Water Truck and Transmission, Asset # 31898 (Truck) and Asset # 39523 (Transmission)

(2) 1976 Kenworth COE 3,000 Gallon Water Truck, No Asset Numbers Assigned

The Department of Support Services - Purchasing Unit released and managed the online public auctions of the two water trucks on Public Surplus. Both auctions opened on February 8, 2018 and closed February 15, 2018. Fourteen (14) prospective buyers bid on the 1979 Kenworth Water Truck. The high bidder was United Industries, with a bid of $20,351.00. Fourteen (14) prospective buyers bid on the 1976 Kenworth Water Truck. The high bidder was Todd Dormaier, with a bid of $15,351.00.

Board of Supervisor approval is requested to authorize the auction sales and release the vehicles, as required by Administrative Policy 5-201. Proceeds from the sale of these water trucks will go to County Fire.

ALTERNATIVES
The Board could decline to approve of the sale of the water trucks; however, the vehicles have exceeded the useful life for County Fire. The Board could request additional information from staff.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by County Fire, County Counsel and the County Administrative Office.

**FINANCING**

There is no additional general fund impact from this recommendation. County Fire will receive the proceeds from the auction sales.

**ATTACHMENTS:**

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<td>1979 Water Truck - Bill of Sale</td>
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<tr>
<td>1976 Water Truck - Bill of Sale</td>
<td>2/26/2018</td>
<td>1976 Water Truck - Bill of Sale</td>
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BILL OF SALE

Auction Date: Feb 15, 2018 2:29:40 PM PST
Auction ID: 1820498
Item Number: 
Year: 1979
Description: Water Truck
Identification Number: 901117M
Purchase Price: $20,351.00
Taxes:

Buyer Name: United Industries
Address: 4940 Barbur Blvd
Portland, OR, 97239,
BILL OF SALE

Auction Date: Feb 15, 2018 2:19:12 PM PST
Auction ID: 2030131
Item Number:
Year: 1976
Description: 3000 GAL Water Truck
Identification Number: 246649J
Purchase Price: $15,351.00
Taxes:
Buyer Name: Todd Dormaier
Address: 23603 N 716 PR NW
Prosser, WA, 99350,

Purchaser ___________________________________ Date ____________________________
RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with Vista Pacifica Enterprises, Inc. in an amount not to exceed $2,500,000 per fiscal year, for a total maximum compensation not to exceed $7,500,000, to provide residential mental health treatment services for the period July 1, 2017 through June 30, 2020.

SUMMARY

The proposed renewal agreement will allow Vista Pacifica Enterprises, Inc. (“Vista Pacifica”), categorized as an Institute for Mental Disease (“IMD”), to continue to provide long-term residential treatment for adults with severe and persistent mental illness as an alternative to placement in an acute inpatient care setting or a State hospital. Through this agreement, Shasta County can appropriately place mental health clients in need of intensive residential services at Vista Pacifica, based upon the client’s specific treatment regimen.

DISCUSSION

The agreement with Vista Pacifica, located in Riverside, CA, allows for the provision of 24-hour residential care to Shasta County residents who suffer from acute or chronic medical conditions and are severely and persistently mentally ill. Residential placement options for people with these comorbid conditions are limited, other than placement in a State hospital. IMDs such as Vista Pacifica offer advantages to both the individual and to the County over placement in a State Psychiatric facility because they are less restrictive and less costly. Shasta County has had a contract with Vista Pacifica for the last several years and their care has been appropriate for the individuals placed there. Vista Pacifica has also been a good partner in working collaboratively on individualized treatment plans designed to reintegrate the individuals into the community when that is appropriate.

During the term of this agreement, the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, may approve, in writing and in advance, changes in any of Contractor’s rates, provided that the increase in any single rate does not exceed a 10 percent over the current rate, per fiscal year, during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.
The agreement is retroactive due to a restructuring of contracts within HHSA.

**ALTERNATIVES**

The Board could choose not to approve the agreement or direct staff to change the terms of the agreement or explore other alternatives.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreement as to form. Risk Management approved the agreement. This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The maximum amount payable under the proposed renewal agreement to Vista Pacifica is $2,500,000 per County fiscal year (“FY”) 2017-18, FY 2018-19, and FY 2019-20. Costs are on a fee-for-service basis and only incurred when a Shasta County resident receives IMD services at Vista Pacifica. All costs incurred through these contracts are funded entirely through department discretionary revenues. Appropriations for this agreement were included in the FY 2017-18 Adopted Budget. There is no additional General Fund impact with approval of the recommendation.

**ATTACHMENTS:**

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PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND VISTA PACIFICA ENTERPRISES, INC.

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Vista Pacifica Enterprises, Inc., a California corporation ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the provision of residential mental health treatment services.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

Pursuant to the terms and conditions of this agreement and in consideration of the compensation hereinafter set forth, Contractor shall perform services for County as prescribed in EXHIBIT A, PROGRAM SERVICES, attached and incorporated herein.

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall:

A. Participate in regular site visitations for the purpose of monitoring client’s progress, general welfare of clients, physical and program integrity of the facility as well as routine review of service provider reports, fiscal claims.

B. Participate in monthly Utilization Review which may be composed of, but not limited to, the following participants: the client’s conservator or representative, County, Contractor’s facility staff or designee. Findings and recommendations of this review shall become integrated in the client’s treatment plan.

C. Review each facility’s admission, discharge and length of stay data on a quarterly basis.

D. Compensate Contractor as prescribed in sections 3 and 4 of this agreement and monitor the outcomes achieved by Contractor.

Section 3. COMPENSATION.

A. County shall compensate Contractor for services rendered pursuant to this agreement in accordance with the terms set forth in EXHIBIT B, PAYMENTS, and EXHIBIT C, PATCH LEVELS CRITERIA, attached and incorporated herein.

B. The total compensation payable to Contractor under this agreement shall not exceed $2,500,000 per fiscal year ("FY") beginning FY 2017-18 through FY 2019-20. In no event shall the maximum amount payable under this agreement exceed $7,500,000 during the entire term of the agreement. For the purposes of this agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following year.

C. During the term of this agreement, the Health and Human Services Agency ("HHSA") Director ("Director"), or any HHSA Branch Director designated by Director, may approve, rate changes made by Provider, in writing and in advance, and rate changes made by the state, both retroactive and prospective, provided that the increase in any single rate shall not exceed 10 percent over the current rate, per fiscal year, during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.
D. Contractor’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

E. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 4. BILLING AND PAYMENT.

A. Contractor shall submit to HHSA Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 a single written, monthly statement incorporating all uses of Contractor’s facilities pursuant to this agreement (“Statement”) by the 10th day of each month following the month in which the services were rendered. The Statement shall include, at a minimum, the facility’s name, and current active National Provider Identifier (“NPI”) client’s name, number of days of service, and dates of service for each client billed for. County shall make payment within 30 days of receipt of Contractor’s correct and approved Statement.

B. Notwithstanding the foregoing, upon termination, expiration, or cancellation of this agreement, Contractor shall submit to County a final Statement within 10 days of the termination, expiration, or cancellation of this agreement, and County shall make payment within 30 days of receipt of Contractor’s correct and approved final Statement. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

C. Compensation under this agreement shall be reduced by applicable contractor revenues. The term “applicable contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

D. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

A. This agreement shall commence July 1, 2017 and shall end June 30, 2020.

B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County’s Board of Supervisors appropriates funds for this agreement in County’s budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.
Section 6. TERMINATION OF AGREEMENT.

A. If Contractor materially fails to perform Contractor’s responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor’s responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

B. County may terminate this agreement without cause on 30 days written notice to Contractor.

C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. County’s right to terminate this agreement may be exercised by the County Executive Officer, the Shasta County Health and Human Services Agency (“HHSA”) Director or any HHSA Branch Director designated by the Director.

E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.

F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. In addition to the provisions of Section 3 of this agreement, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County’s standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement’s exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor 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 County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor’s compensation. Contractor shall not be eligible for coverage under County’s workers’ compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor’s assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor’s subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor’s own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor’s subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal
Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor’s “independent contractor” status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

A. Without limiting Contractor’s duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than $1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million per occurrence, $3 million in the aggregate.

D. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.

E. With regard to all insurance coverage required by this agreement:

(1) Any deductible or self-insured retention exceeding $25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.

(2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Contractor or subcontractor shall maintain such
insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

(3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names County, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

(4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each suit insured against whom a claim is made or suit is brought."

(5) Contractor shall provide County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.

(6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
(7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.

(8) Any of Contractor’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. **NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor’s performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. **COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines issued pursuant thereto.

D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

E. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this section.
Section 14. **ACCESS TO RECORDS; RECORDS RETENTION.**

A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

Section 15. **COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. **LICENSES AND PERMITS.**

A. Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.
B. Contractor shall immediately advise County of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

Section 17. PERFORMANCE STANDARDS.

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor’s work or services.

Section 18. CONFLICTS OF INTEREST.

Contractor and Contractor’s officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
                HHSA Adult Services Branch
                Attn: Contracts Unit
                2640 Breslauer Way
                Redding, CA 96001
                Phone: 530-225-5900
                Fax: 530-225-5977

If to Contractor: President
                 Vista Pacifica Enterprises, INC.
                 3674 Pacific Avenue
                 Riverside, CA 92509
                 Phone: 951 682-4833
                 Fax: 951-682-1503

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County’s Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor’s financial interests. If required by the County’s Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, et seq.

Section 22. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. COUNTY’S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Contractor or its subsidiaries.

Section 25. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of
and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor’s employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients’ rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CLINICAL RECORDS.

Contractor shall maintain adequate clinical treatment records. Clinical treatment records must comply with all applicable state and federal requirements. Individual client clinical treatment records shall contain assessment information, treatment planning documents, and progress notes which reflect all client contacts and/or all treatment decisions. Program and client clinical treatment records shall contain detail adequate for the evaluation of the service. Contractor shall provide monthly reports to the Director in conformance with the Client and Service Information (“CSI”) System as directed by the County.

Section 28. FINANCIAL RECORDS.

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which compensation under this agreement is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be maintained and retained for seven years following the close of the fiscal year to which the records pertain. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 29. FINANCIAL REPORTING.

Contractor shall provide financial information and/or records pertaining to Contractor’s agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States (“OMB”) and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor’s receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information
shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall provide additional financial information as requested by County within 30 days of receiving such request. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 30. PERSONNEL.

A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations, for the type of services prescribed in EXHIBIT A.

B. Contractor shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

C. All Contractor’s personnel shall have the appropriate state licensure required for their given profession.

Section 31. AGREEMENT SUPERVISION.

A. The Director, or his or her designee, shall be the County representative authorized and assigned to represent the interests of the County and to determine if the terms and conditions of this agreement are carried out.

B. County shall monitor the kind, quality, and quantity of Contractor’s services and criteria for determining the persons to be served and length of treatment for the persons receiving mental health services covered under the terms of this agreement.

Section 32. CLIENTS’ RIGHTS.

Contractor shall give all clients served under this agreement, notice of their rights (“Client’s Rights”) pursuant to and in compliance with section 5325 of the Welfare and Institutions Code and California Code of Regulations, title 9, section 862. In addition, in all facilities providing the services described herein Contractor shall have prominently posted in the predominant languages of the community a copy of the Clients’ Rights.

Section 33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and it’s implementing regulations (“HIPAA”). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their
separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 10.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: __________________________

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: ____________________________
   Deputy

Approved as to form:

RUBIN E. CROSE, JR
County Counsel

By: ____________________________
   Alan B. Cox
   Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: ____________________________
   James Johnson
   Risk Management Analyst

CONTRACTOR

Date: 2/20/2018

Cheryl Jumonville
President

Tax I.D.#: On file
EXHIBIT A
PROGRAM SERVICES

I. In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this agreement:

Licensed Skilled Nursing Facility Services (SNF)/Institute of Mental Disease (IMD)

Contractor shall maintain a licensed skilled nursing facility (SNF) that serves adults and older adults with co-occurring disorders (psychiatric/medical) in need of 24-hour skilled nursing services.

II. SERVICE & STAFFING STANDARDS

Contractor shall:

A. Comply with all applicable state and federal laws in carrying out the requirements of this agreement.

B. Provide clinical supervision to all staff, licensed and unlicensed. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board; all staff will receive weekly group or individual supervision, sufficient to support staff practice.

C. Identify lead clinical staff responsible for or organizing training of staff. Training will include but is not limited to the following: clinical characteristics of core target population, co-occurring substance use, service planning, risk assessments, psychiatric rehabilitation, skill-based groups, family education intervention, crisis management and relapse prevention.

III. SERVICE REQUIREMENTS

Contractor shall ensure adherence to the following:

A. Service Levels

1. Provide a minimum of weekly face to face contact or more as clinically indicated which may include but is not limited to: wellness plan development and monitoring, and enrollment in mental health rehabilitation groups.

2. Ensure face to face psychiatry visits are at a minimum of one time per month or more frequently as indicated in EXHIBIT B.
B. Service Authorization

1. Services are pre-authorized in writing by the County. Services not pre-authorized in writing by County shall not be reimbursed.

2. Facility rates shall be in accordance with EXHIBIT B, and shall be determined as part of the written authorization.

3. Modifications to the County authorized rate without the written consent of County shall not be reimbursed.

4. Services rendered without a written authorization from County shall not be reimbursed.

5. Bed holds can be authorized if the Contractor agrees to have the client return.

6. Bed holds are limited to a maximum of 10 days. Bed holds are for clients currently residing in the facility and must be pre-authorized by County.

7. Referrals will be reviewed and disposition will be made within three working days from receipt. All denials will be in writing and submitted to County.

C. Admission Criteria

Client Eligibility. Contractor shall admit clients with a DSM 5 diagnosis. Clients in need of 24-hour mental health services, clients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that clients whose mental illness is deemed appropriate for acute care, as well as clients suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission.

D. Core Mental Health Services

1. Individualized service plans that focus on strengths and target identified behavioral problems and other conditions such as cognitive impairments. Contractor shall involve the client in treatment planning to the extent the client is able to participate.

2. Provide opportunities to participate in educational and/or peer support groups for clients and caregiver/family (when available).
3. Provide supportive individual therapy for clients as clinically appropriate. Individual therapy is time-limited, targeted and focused on clearly identified goals and objectives.

4. Provide services that target symptom remission or functional improvements which may include, but are not limited to; motivational interviewing, teaching independent living skills, employment and vocational skills, and preparing wellness and recovery, and relapse prevention plans.

5. Provide rehabilitation groups for specific issues, such as money management, stress management, health and wellness, anger management (frustration and impulsivity) and relapse prevention.

6. Provide education on psychiatric and/or co-occurring substance use disorders and relapse prevention.

7. Provide crisis intervention as needed to prevent hospitalization.

E. Crisis Response

1. Ensure individualized crisis plans are developed during admission and updated as indicated. Plans should address triggers of stress, patterns of behaviors, personal supports, helpful interventions, relevant medication history, and current prescriptions to reduce the frequency of relapse.

2. Provide 24 hour 7 days per week crisis services as clinically indicated.

3. Notify in writing the County via facsimile at (530) 225-5229 when a client requires acute psychiatric or medical hospitalization.

F. Restoration to Competency Program

1. Provide an intensive program designed to restore clients to competency so that they may stand trial, directed at those with misdemeanor charges to restore competency as quickly as possible.

2. An initial competency assessment will determine the degree of competency of the client.

3. Client will attend daily classes with counselors and licensed clinical psychologists to include educational discussions and periodic test to assess improvement in degree of competency, and mock court role play. Focus will be on the following:

   - Understanding of charge(s)
   - Appreciation of penalties
   - Appraisal of available defenses

Page 69 of 520
- Understanding of the roles of various courtroom personnel
- Understanding of court procedures
- Motivation to help themselves in the legal process
- Appraisal of likely outcomes
- Planning of legal strategies
- Ability to cooperate with counsel
- Capacity to disclose pertinent information to counsel
- Capacity to testify
- Capacity to challenge prosecution witnesses
- Ability to manifest appropriate courtroom behavior
- Capacity to cope with incarceration while awaiting trial

4. Progress will be monitored by counselors and licensed clinical psychologist and will be evaluated to determine whether or not they have been restored to competency and are ready to stand trial.

G. Discharge Criteria – Contractor shall only discharge a client from service when:

1. Client has achieved a level of recovery stability as determined by client, caregiver/family member, legal guardian and providers as measured by symptom management, recognition of triggers of relapse, active participation in a wellness plan. A LOCUS will be used as a data source.

2. The length/duration of services shall be determined by the individualized needs of each client, in accordance with his/her Treatment Plan.

3. Contractor’s staff making client discharge plans shall consult with County regarding placement options and outpatients supports early in the discharge planning process.

4. Client has been determined by the client, caregiver/family member, legal guardian, County and current treatment provider to no longer benefit from the treatment environment or regime.

H. Performance Measures

Admissions: 90% of all clients referred for placement by County will be admitted into the identified programs.

I. Additional Provisions

1. Contractor shall provide information on adverse incidents to County within 24 hours of their occurrence including, but not limited to, deaths, elopements, physical injury, physical or sexual abuse, or significant assaults. Contractor shall provide corrective action plans and progress reports when indicated or requested by County.

2. Contractor will provide client progress notes on a quarterly basis in a format as included in EXHIBIT D, attached and incorporated herein.
When deemed necessary and requested in advance by County, Contractor shall provide more frequent progress notes, within three working days of request, to evaluate the progress of individual client treatment goals in order to facilitate timely discharges.

3. Contractor shall cooperate with County requests for information on Clients placed under the terms of this agreement.

4. Contractor shall allow County to have reasonable access to all areas of any of Contractor's facilities wherein a Client is currently placed, or had been placed, pursuant to this agreement, at any time and to such data as will allow for the meaningful evaluation and monitoring of quality of care.

5. Contractor shall provide County, within 24 hours of receipt, copies of any reports prepared by State agencies or licensing bodies regarding the facilities or quality of care provided, including any notations of deficiencies.

IV. TREATMENT GOALS.

The treatment goals at Contractor's facilities under the terms and conditions of this agreement are:

A. To modify a client's dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable the client to live in a less restrictive, more independent setting.

B. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour subacute care.

C. At request of County, Contractor shall consult with County's psychiatrist on the proper dosage and administration of appropriate medications to reduce the lengths of stay in order to transition clients to less restrictive levels of care in a timely manner.
PAYMENTS

Payment shall be made to Contractor for the number of days of services provided under this agreement pursuant to the following conditions and terms:

A. Contractor shall submit to County a monthly Statement in accordance with Section 4 of this agreement.

B. Contractor shall provide County with National Provider Identifier (NPI). Services provided without submission to County of NPI by Contractor shall be the responsibility of the Contractor and will not be reimbursed by County.

C. IMD/SNF (18-64) rates, including temporary absence days, are set forth in California Code of Regulations, title 22, section 51511, plus the rate for Special Program Services as set forth in California Code of Regulations, title 22, section 51511.1.

D. IMD/SNF rates per client per day at the time of the execution of this agreement are $204.94. Temporary client absence rates per client per day at the time of the execution of this agreement are $197.59 (bed hold rate) pursuant to this agreement.

E. County further agrees to compensate Contractor for specialized services at the following patch rates: Specialized services will consist of four distinct levels (A, B, C, and D) and paid at the IMD/SNF rate ($204.94) per bed-day plus the patch rates per bed-day as identified in EXHIBIT C, PATCH LEVELS CRITERIA, attached and incorporated herein, based upon psychology/psychiatry visits authorized by the Director or his/her designee.
EXHIBIT C
PATCH LEVELS CRITERIA

Level A - $60 Patch rate (Psychiatry visits two times per month, Psychology visit one time per month)

Residents on this patch level require increased supervision and resources from staff. Examples of behavioral/medical needs that meet this requirement are:
- AWOL Risk patients
- Extremely verbally aggressive/threatening
- Allegations of abuse towards staff and peers

Level B - $130 Patch rate (Psychiatry visits two times per month, Psychology visits two times per month)

Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral/medical needs that meet this requirement are:
- Periodic physical aggression towards staff or peers
- Property destruction
- Suicidal risk
- Maladaptive behaviors that require frequent counseling and attention from direct care staff
- Severe psychosis which requires frequent redirection/counseling/behavior modification from unit staff

Level C - $170 Patch rate (Psychiatry visits two times per month, Psychology visits four times per month)

Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral/medical needs that meet this requirement are:
- Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.
- Suicidal behavior that requires the use of 1:1 or LOS staff to keep the resident safe.

Level D – Restoration to Competency Program $150 Patch Rate

An Intensive Program to restore residents to Competency to Stand Trial. Directed at those with misdemeanor charges with the goal of restoring them to Competency as quickly as possible. They receive daily classes on legal and competency issues including mock court role play. Daily classes are led by Masters level counselors and/or a licensed psychologist.
EXHIBIT D

PROGRAM CARE PLAN REVIEW/ QUARTERLY SUMMARY

Resident: Admit Date:  

[ ] Initial Review  [ ] Quarterly Review  [ ] Annual Review  Average STP hours this quarter: 

Resident’s Strengths:  

PROGRAM CARE PLANS:  

PROBLEM # PROBLEM:  

OBJECTIVE:  

MEASURABLE PROGRESS:  

APPROPRIATENESS OF OBJECTIVE:  

INTERVENTIONS:  

EFFECTIVENESS OF INTERVENTIONS:  

RECOMMENDATIONS:  

PROBLEM # PROBLEM:  

OBJECTIVE:  

MEASURABLE PROGRESS:  

APPROPRIATENESS OF OBJECTIVE:  

INTERVENTIONS:  

EFFECTIVENESS OF INTERVENTIONS:  

RECOMMENDATIONS:  

(Continued)
RESIDENT: PHYSICIAN: MEDICAL RECORD #: 

PROGRAM CARE PLAN REVIEW/ QUARTERLY SUMMARY-continued

PROBLEM # PROBLEM:

OBJECTIVE:

MEASURABLE PROGRESS:

APPROPRIATENESS OF OBJECTIVE:

INTERVENTIONS:

EFFECTIVENESS OF INTERVENTIONS:

RECOMMENDATIONS:

PROBLEM # PROBLEM:

OBJECTIVE:

MEASURABLE PROGRESS:

APPROPRIATENESS OF OBJECTIVE:

INTERVENTIONS:

EFFECTIVENESS OF INTERVENTIONS:

RECOMMENDATIONS:

[ ] Resident attended Treatment Team meeting (See attendance sheet)

[ ] Resident did not attend Treatment meeting- PC discussed review with resident and sign below.

Resident Signature_______________________________________ / PC signature__________________

Page 75 of 520
First Amendment to the Agreement for Placement of Trinity County Juvenile Court Wards at Shasta County Juvenile Rehabilitation Facility

DEPARTMENT: Probation

Supervisorial District No. : ALL

DEPARTMENT CONTACT: Tracie Neal, Chief Probation Officer, (530) 245-6200

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
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</table>

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment to the revenue agreement with the County of Trinity for placement of Juvenile Court wards at the Shasta County Juvenile Rehabilitation Facility, effective September 30, 2016 which:
(1) Increases the maximum compensation payable to Shasta County by $200,000 (for a new total not to exceed $300,000); and
(2) confirms the initial term dates of September 30, 2016 through September 30, 2017, and retains the two automatic one-year renewals.

SUMMARY

N/A

DISCUSSION

The Shasta County Probation Department (Department) currently operates the Shasta County Juvenile Rehabilitation Facility (JRF). The original agreement allow the Shasta County Probation Department to accept Trinity County juveniles on a space available basis. A space available basis means that the Department may accept a qualified juvenile into the JRF if a bed is available at the rate of $115 per day per juvenile placed in the JRF.

During the first year of the agreement, Trinity County expended over $70,000 of the $100,000 maximum by housing 10 youth in the JRF with an average stay of 76 days. Despite the Trinity County Juvenile Detention Facility weekend program providing an alternative to longer-term out-of-county detention placement for a number of youth, there is still a need for some continuous secure holding of juveniles. This amendment will allow Shasta County to continue to accept juveniles from Trinity County of the course of the entire three years. With the JRF being the closest facility to Trinity, there is easier access to family, services, and the Trinity County Court System for the youth housed at the JRF.

The amendment is retroactive effective the date of the agreement because the maximum compensation was close to being met when the amendment was prepared. The agreement initial term became effective date of signing, which was September 30, 2016.
The amendment includes clarification of the initial term dates.

**ALTERNATIVES**

The Board could decide not to approve the amendment or could request changes to the terms and conditions of the amendment.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation. County Counsel has approved the amendment as to form. There are no modifications to insurance or indemnification; therefore, Risk Management review is not applicable.

**FINANCING**

The JRF operational costs are included in the FY 2017-18 Adopted Budget and will be included in future requested budgets. There is no additional General Fund impact associated with this recommendation.

**ATTACHMENTS:**

<table>
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<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
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<tbody>
<tr>
<td>First Amendment Trinity JRF Placement</td>
<td>2/21/2018</td>
<td>First Amendment Trinity JRF Placement</td>
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</table>
FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND THE COUNTY OF TRINITY FOR
PLACEMENT OF JUVENILE COURT WARDS AT SHASTA COUNTY JUVENILE
REHABILITATION FACILITY

This First Amendment is entered into between the County of Shasta ("Shasta County"), a political subdivision of the State of California, and the County of Trinity ("Placing County") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, Parties have previously entered into an agreement on September 30, 2016 to provide for the purpose of allowing Placing County to place wards of the juvenile court in Shasta County's Juvenile Rehabilitation Facility on a space-available basis ("Agreement"); and

WHEREAS, Parties desire to amend the Agreement to increase the maximum compensation payable to Shasta County by $200,000 to a new maximum compensation of $300,000 and confirm the initial term dates;

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 4. Compensation. of the Agreement is amended in its entirety as of the effective date of the Agreement to read as follows:

Section 4. COMPENSATION.

Placing County shall pay to Shasta County a maximum of $300,000 for all reasonable and necessary costs in accordance with applicable circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed $300,000.

II. Section 6. Term of Agreement of the Agreement is amended in its entirety as of the effective date of the Agreement to read as follows:

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall be from September 30, 2016 through September 30, 2017. The term of this agreement shall automatically renew for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or then current term.

First Amendment
Trinity/JRF FY 16/17, 17/18, 18/19
III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Placing County.

IV. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective September 30, 2016.

*SIGNATURE PAGE FOLLOWS*
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

_________________________  ______________________  __________________
John Le Floch, Chairman      Date
Board of Supervisors
County of Shasta
State of California

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr.  Date
Senior Deputy County Counsel

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: ________________________  Deputy

COUNTY OF TRINITY

By: ________________________  10/3/2017
John Fenley, Chairman      Date
Board of Supervisors
County of Trinity
State of California

CONSENT:

STATE PUBLIC WORKS BOARD
OF THE STATE OF CALIFORNIA

By: ________________________  Date
Deputy Director

CONSENT:

DEPARTMENT OF CORRECTIONS
AND REHABILITATION

By: ________________________  Date
Deputy Director
Facility Planning, Construction, and Management

First Amendment
Trinity/JRF FY 16/17, 17/18, 18/19
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 6, 2018
CATEGORY: Consent - Public Works-6.

SUBJECT:
PW / RM - Real Property Purchase

DEPARTMENT: Public Works
Resource Management

Supervisorial District No.: All

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director; Richard W. Simon, Director of Resource Management

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<tbody>
<tr>
<td>4/5 Vote</td>
<td>No Additional General Fund Impact</td>
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</table>

RECOMMENDATION

Take the following actions regarding the Public Work/Resource Management – Real Property Purchase: (1) Find the real property purchase categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve and authorize the Chairman to sign property purchase agreements with: (a) Michael Cogan and Louise Cogan, Trustees of the Michael B. Cogan Retirement Trust (APN: 101-780-009 at $220,000); and (b) Michael Cogan and Louise Cogan, Trustees of the Michael B. Cogan and Louise H. Cogan Revocable Trust 2012 (APN: 101-780-010 & 101-780-011 at $220,000); (3) accept two Grant Deeds conveying the property; (4) approve a budget amendment increasing appropriations and revenue by $450,000 in the Land, Buildings and Improvement budget; (5) approve a budget amendment transferring appropriations by $225,000 within the Roads budget; (6) approve a budget amendment transferring appropriations by $75,000 within the Building Inspection budget; (7) approve a budget amendment transferring appropriations by $75,000 within the Environmental Health budget; and (8) authorize the County Executive Officer to approve payment of miscellaneous fees associated with the purchase transaction not to exceed $10,000, and that otherwise comply with Administrative Policy 6-101, Shasta County Contracts Manual.

SUMMARY

A property purchase is proposed to add parking for the Resource Management & Public Works Building.

DISCUSSION

The Resource Management & Public Works Building houses most County land use functions. Public clients, office staff and field personnel frequent the building. Parking is limited with existing spaces filled during work hours. County and Air Quality Management District (AQMD) vehicles are frequently vandalized at night. A small lot has been fenced and vehicles are stored offsite at night but these measures carry attendant operational impacts. Additional parking is needed for day use and secure parking is needed at night.
Three adjoining parcels are currently available at the corner of Court Street and Sacramento Street. An empty house occupies one parcel and the other two are vacant. All three are in common ownership and the owners have signed the proposed purchase agreements. They shall remove all onsite improvements prior to close of escrow. Parking improvements will be designed and constructed in the coming fiscal year.

The AQMD is being asked to approve a similar budget amendment for their portion of the agreement.

**ALTERNATIVES**

The Board may direct staff to seek alternate terms or decline to purchase the subject properties at this time. Existing parking is insufficient to meet current needs.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the property purchase agreements as to form. Risk Management has reviewed and approved the property purchase agreements. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The total purchase cost including attendant staff and closing costs is approximately $450,000. Adequate resources are available within the Roads, Building Inspection and Environmental Health budget units. Future parking improvements may include paving, fencing, gates, landscaping, drainage etc. A proposed project will be brought before the Board for construction through the public contracting process. There is no additional General Fund Impact.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
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<tbody>
<tr>
<td>Grant Deed - AP No. 101-780-009</td>
<td>2/8/2018</td>
<td>Grant Deed - AP No. 101-780-009</td>
</tr>
<tr>
<td>Grant Deed - AP No. 101-780-010 &amp; 011</td>
<td>2/8/2018</td>
<td>Grant Deed - AP No. 101-780-010 &amp; 011</td>
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<tr>
<td>Public Works Budget Memo</td>
<td>2/14/2018</td>
<td>Public Works Budget Memo</td>
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COUNTY OF SHASTA  
STATE OF CALIFORNIA  

PROPERTY PURCHASE AGREEMENT  

THIS AGREEMENT is entered into by and between the County of Shasta, a political subdivision of the State of California ("County"), and Michael B. Cogan and Louise H. Cogan as Trustees of the Michael B. Cogan Retirement Trust ("Grantors").

RECITALS  

WHEREAS, the Grantors is the owner of one parcel of land located in the County of Shasta, State of California, legally described in Exhibit "A," to Exhibit “1” which is attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Michael B. Cogan and Louise H. Cogan Revocable Trust 2012, dated August 14, 2012 ("Revocable Trust") is the owner of two parcels of land located in County of Shasta, State of California, legally described in Exhibit “A”, to Exhibit “2” which is attached hereto and incorporated herein (the “Revocable Trust Property”); and

WHEREAS, the Grantors desire to sell the Property and Revocable Trust Property to the County, in one transaction consisting of two (2) separate Property Purchase Agreements and the County desires to purchase the Property from the Grantors and the Revocable Trust; and

WHEREAS, the Revocable Trust and the County have concurrently entered into a separate Property Purchase Agreement to sell the Revocable Trust Property to the County concurrently with the sale of this Property, for an additional $220,000, in one transaction intended to occur concurrently for a total of $440,000; and

WHEREAS, the Grantors and the Revocable Trust have previously executed a conveyance of the Real Property, in the form of a Grant Deeds attached hereto as Exhibit “1” as to the Property and as Exhibit “2” as to the Revocable Trust Property, to the County and will deliver the Grant Deeds to the Shasta County Public Works Director concurrently with the execution of this Property Purchase Agreement for the Property and the Property Purchase Agreement for the Revocable Trust Property. Said Grant Deeds are to be held in trust by the County and deposited into the escrow for the sale and purchase of the Property and the Revocable Trust Property.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE AND SALE.  
Grantors agree to sell the Property to the County, and the County agrees to purchase the Property from the Grantors, on the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE AND COSTS.
2.1 Property  

2.1.1 The total purchase price for the Property shall be $220,000, payable by the County to the Grantors in accordance with the terms of this agreement.
2.1.2 Within five days of execution of this agreement, an escrow shall be opened at Placer Title Company, Redding, California, to process the Property purchase unless Placer Title Company, Redding, California, declines to process this transaction in which event the County and Grantors shall mutually agree on an escrow company. If the parties are unable to agree on an escrow company, County may select an escrow company. The escrow company selected shall be referred to as the Escrow Holder. Each party shall execute instructions to Escrow Holder as are consistent with this Agreement at least five days prior to Closing.

2.1.3 Within 15 County business days of execution of this agreement by both parties, County shall pay into escrow for the benefit of Grantors the amount of $220,000 for the purchase of the Property.

2.1.4 The purchase and sale contemplated in this agreement shall close at the office of Escrow Holder, after escrow for APN: 101-780-010 and 101-780-011 has meet its conditions to close, and closes, by delivery to County of a grant deed in a form satisfactory to County and payment of the purchase price to Grantors.

2.1.5 County's obligation to proceed to closing of escrow shall be conditioned upon Grantors’ performance of all of obligations in this agreement, provided that County may in County's sole discretion elect to waive failure by Grantors to perform any particular obligation and proceed to closing.

2.1.6 It is intended and agreed that the closing and sale of the Property shall occur concurrently with the closing and sale of the Revocable Trust Property or there shall be no sale of either the Property or the Revocable Trust Property.

2.2 Escrow and Fees.
2.2.1 County shall pay the cost of the Escrow Fee, Title Insurance, E-Recording Service Fee, and the Building Homes and Jobs Act Fee at the close of escrow.

2.2.2 Grantors shall, at their Grantors’ cost, pay all remaining associated escrow fees at the close of escrow.

2.2.3 County shall, at County’s own cost, pay all recording fees.

3. CONVEYANCE OF TITLE.
3.1 Upon execution of this Agreement, County shall order and promptly deliver copies to Grantors a preliminary report on the Property from a title insurance company approved by County (“Preliminary Report”), copies of all documents relating to title exceptions referred to in the Preliminary Report, and a current California Land Title Association (“CLTA”) survey in a form satisfactory to County, certified to County (“Survey”).

3.2 The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of Title is defined as the date upon which all of the following have occurred: (i) acceptance of the Deed conveying the interest in the Property by the County (ii) close of escrow on this Property and the Revocable Trust Property, and (iii) recordation of the grant deed conveying the Property to County.
3.3 Title to the Property shall be conveyed to the County by Grant Deed free and clear of all liens except for (i) any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this agreement; and (ii) such other exceptions and reservations shown on a Preliminary Report, which are approved by the County. The County shall have 30 days after receipt of the Preliminary Report within which to notify Grantors in writing of the County's disapproval of any exceptions set forth in the Preliminary Report. In the event of the County's disapproval of the Preliminary Report, the Grantors, at their sole election (to be exercised by written notice to the County within 10 days after receipt of County's said notice of disapproval), shall have 30 days after the County's said disapproval within which to remove or otherwise remedy the disapproved exceptions. If the Grantors cannot eliminate or otherwise remedy the disapproved exceptions within said 30 day time period, this agreement shall thereupon terminate and all sums and documents deposited in escrow shall be returned to the parties who respectively deposited the same, and the County shall pay any escrow fees accrued. Failure of the County to provide written disapproval of the Preliminary Report within the above time period shall be deemed approval.

3.4 Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086.

3.5 Title to the Property shall be evidenced by the commitment of the Title Company to issue a standard California Land Title Association policy of title insurance with liability in the amount of the Purchase Price showing title to the Property vested in the County.

3.5 Grantors shall vacate the Property upon execution of this agreement by both parties and shall conduct no business or any other activity on the Property.

4. **CONTINGENCY.**

4.1 The County's obligation to purchase the Property is subject to the following contingency described in subsection 4.1.1 below ("Contingency"). The Contingency is for the sole benefit of the County and may be waived or deemed satisfied by the County in the County's sole and absolute discretion. If the County disapproves of the satisfaction of the Contingency within the applicable time period, the County's sole remedy shall be to terminate this agreement and the Grantors shall have no obligation to remedy the Contingency. If this agreement terminates as a result of the failure of the satisfaction of the Contingency, all sums and documents deposited in escrow shall be returned to the parties who respectively deposited the same. If the County fails to give written notice to the Grantors of its disapproval of the Contingency within the time limit set forth in subsection 4.1.1, it shall conclusively be deemed that County has waived such Contingency and such Contingency shall conclusively be deemed satisfied.

4.1.1 The County shall have access to the Property at reasonable times and shall have the right to conduct, at the County's expense, building inspections, soil tests,
engineering feasibility studies, environmental investigations, and such other studies, tests, and inspections with respect to the physical condition of the Property as the County may desire. The County shall have 10 County business days to conduct such tests and studies, and to give written notice to the Grantors of any conditions unacceptable to the County and that the County has elected to terminate this agreement.

5. REPRESENTATIONS AND WARRANTIES BY GRANTORS.

5.1 Grantors make the representations and warranties in subsections 5.1.1 through 5.1.9, each and all of which shall survive any and all inquiries and investigations made by the County and shall survive the Transfer of Title and recordation of the Grant Deed.

5.1.1 Grantors are the sole owners of the Property, and have the power and authority to enter into this agreement and to consummate the transactions contemplated hereby.

5.1.2 Neither entering into this agreement nor the performance of any of Grantors’ obligations under this agreement will violate the terms of any contract, agreement, or instrument to which the Grantors are a party.

5.1.3 Grantors have not been served (by means of formal, legal service of process as required by law) with any litigation, and no arbitration proceedings have been commenced, which do or will affect any aspect of the Property or the Grantors’ ability to perform their obligations under this agreement. In addition, within the last four years, the Grantors have not been threatened in writing with any litigation (or arbitration) by a third party which would affect any aspect of the Property or the Grantors’ ability to perform their obligations under this agreement.

5.1.4 Grantors have not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental authority bearing on the construction, operation, ownership, or use of the Property.

5.1.5 There are not any written commitments to, or written agreements with, any governmental authority or agency materially affecting the Property which have not been heretofore disclosed by the Grantors to the County in writing.

5.1.6 Grantors have not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental authority (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in subsection 5.1.7, below); or (ii) that the Grantors have stored, used or maintained Hazardous Materials or suffered, permitted, allowed or acquiesced in any storage, use or maintenance of Hazardous Materials on, in or under the Property in violation of any Environmental Regulations. In addition, to the best of the Grantors’ knowledge, but without any specific investigation therefore there are no Hazardous Materials in any
way relating to all or any portion of the Real Property.

5.1.7 As used in this agreement, the terms "Environmental Regulations" and "Hazardous Materials" shall have the following meanings:

(a) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(b) "Hazardous Materials" means (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances," "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, title 42 United States Code section 9601, et seq.; the Hazardous Materials Transportation Act, title 49 United States Code section 1801, et seq.; the Toxic Substances Control Act, title 15 United States Code section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, title 42 United States Code section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. §172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes," "hazardous substances" or "toxic substances" in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent
decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at title 42 United States Code section 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition; and (viii) polychlorinated biphenyls.

5.1.8 There are no rental agreements or leases in force as of the date of this agreement, and no person has any right to use, occupy or possess the Property or any portion thereof. No rent concessions are due any tenant; no rent has been paid more than one month in advance by any tenant; no security or other deposit or advance payments of any kind have been made by any tenant; no tenant has any claim against the Grantors for any security deposit or other deposits; no breach exists on the part of any tenant, whether in the payment of rent (or other sum), or the performance of any obligations or covenant; and no tenant has any defense or off-set to rent or any other obligation accruing after the Transfer of Title.

5.1.9 Grantors have not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this agreement. Grantors shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person who (or legal entity which) represents or claims to represent the Grantors.

5.2 If, prior to the Transfer of Title, new events have occurred which were beyond the control of the Grantors and which render any previously true representation or warranty untrue, Grantors shall, within three days thereafter, disclose those matters by written notice to the County. The County shall have 10 days after the earlier of (i) such disclosure; or (ii) the County's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to the Grantors within said 10 day period, whether (i) to purchase the Property or (ii) terminate this agreement. If the County fails to notify Grantors of its election to terminate this agreement within the 10 day time period provided above, the County shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.

6. REPRESENTATIONS AND WARRANTIES BY THE COUNTY.

6.1 The County makes the following representations and warranties in this section 6, each and all of which shall survive any and all inquiries and investigations made by the Grantors and shall survive the Transfer of.

6.1.1 County has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this agreement. The County shall pay, and shall hold Grantors harmless from and against, any commission or finder's fee payable to any other person who (or legal entity which) represents or claims to represent the County.
6.1.2 County is a political subdivision of the State of California which has the power and authority to enter into this agreement and to consummate the transactions contemplated hereby. County and the specific, individual parties signing this agreement on behalf of County represent and warrant that the parties signing this agreement on behalf of the County have the full legal power, authority, and right to execute and deliver this agreement.

7. INDEMNIFICATION.

7.1 Subject to any other provisions of this agreement to the contrary, Grantors agree to indemnify County and hold County harmless from and against any claim, loss, damage or expense, including any reasonable attorney’s fees (including attorney’s fees on appeal), asserted against or suffered by County resulting from:

7.1.1 Any breach by Grantors of this agreement;

7.1.2 Any liability of the Grantors with respect to the Real Property, as provided in section 8, below; or

7.1.3 The inaccuracy or breach of any of the representations, warranties or covenants made by Grantors.

7.2 County shall submit any claim for indemnification under this agreement to Grantors in writing within a reasonable time after County determines that an event has occurred which has given rise to a right of indemnification under this section 7 and shall give Grantors a reasonable opportunity to investigate and cure any default of Grantors under this agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Grantors’ default or the third party claim is such that it would be impractical or unreasonable to give Grantors an opportunity to investigate and cure such default and remove such claim, County need not give Grantors such opportunity.

7.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against County, Grantors shall have the right to employ counsel reasonably acceptable to County to defend any such claim or demand, and County shall make available to Grantors, or its representatives, all records and other materials in its possession or under its control reasonably required by Grantors for its use in contesting such liability. If Grantors do not elect to employ counsel to defend any such claim or demand, County may do so at its option, but shall not have any obligation to do so.

7.4 County agrees to indemnify Grantors and hold Grantors harmless from and against any claim, loss, damage or expense, including any reasonable attorney’s fees (including attorney’s fees on appeal), asserted against or suffered by Grantors resulting from:

7.4.1 Any breach by County of this agreement

7.4.2 The inaccuracy or breach of any of the representations, warranties or covenants made by County.
7.5 Grantors shall submit any claim for indemnification under this agreement to County in writing within a reasonable time after Grantors determine that an event has occurred which has given rise to a right of indemnification under this section 7 and shall give County a reasonable opportunity to investigate and cure any default of County under this agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of County's default or the third party claim is such that it would be impractical or unreasonable to give County an opportunity to investigate and cure such default and remove such claim, Grantors need not give County such opportunity.

7.6 If such claim for indemnification relates to a claim or demand presented in writing by a third party against Grantors, County shall have the right to employ counsel reasonably acceptable to Grantors to defend any such claim or demand, and the one party shall make available to the other party, or its representatives, all records and other materials in its possession or under its control reasonably required by County for its use in contesting such liability. If County does not elect to employ counsel to defend any such claim or demand, Grantors may do so at its option, but shall not have any obligation to do so.

8. ASSUMPTION OF LIABILITIES.
8.1 Effective as of the Transfer of Title, the County shall be deemed to have assumed all obligations and liabilities of the Grantors pertaining to the Property, except all obligations and liabilities with respect thereto which arise prior to the Transfer of Title or which arise as a result of events which occur prior to the Transfer of Title. Except for the foregoing assumption of obligations and liabilities by the County, the County does not assume and shall not be liable for any of the obligations or liabilities of the Grantors of any kind or nature affecting or otherwise relating to the Grantors, the Property, the operation of the business on the Property, or otherwise.

8.2 Grantors shall, prior to the Transfer of Title, timely perform and discharge all obligations and liabilities of every kind whatsoever to be discharged prior to the Transfer of Title and arising from or relating to (i) the Property, including, but not limited to, the use and ownership of the Property; and (ii) the operation of the Property.

9. COUNTY ACCEPTS PROPERTY “AS IS”
County acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by County, in an “as is” condition with all faults. County has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. County acknowledges that it is entering into this Purchase Agreement on the basis of County's own investigation of the physical and environmental conditions of the Property, including subsurface conditions, and County assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation. County further acknowledges that Grantors, their agents and employees and other persons acting or claiming to act on behalf of Grantors have made no representation or warranty of any kind in connection with any matter relating to the condition, value, fitness, or zoning of the Property upon which County has relied directly or indirectly for any purpose. County hereby waives, releases, remises, acquits and
forever discharges Grantors’ employees, agents, or any other person acting on behalf of
Grantors, of and from any claims, actions, causes of action, demands, rights, damages, costs,
expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or
unforeseen, which County now has or which may arise in the future on the account of or in
any way growing out of or connected with the physical condition of the Property or any law
or regulation applicable thereto. This includes, but is not limited to in any manner, any
claim that the Property contains any "Hazardous Materials" in violation of any
"Environmental Regulations" (as those terms are defined in subsection 5.1.7, above).

10. SURVIVAL OF TRANSFER OF TITLE.
All representations, warranties, covenants, conditions, agreements and obligations contained
in or relating to this agreement shall survive the Transfer of Title and shall not merge therein
unless specifically stated otherwise in this agreement.

11. NOTICES.
Any notices required or permitted pursuant to the terms and provisions of this agreement shall
be given to the appropriate Party at the address specified below or at such other address as the
Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery;
or (2) if sent by first class mail, postage prepaid, two days after the date of mailing. Any
written or oral notices on behalf of County as provided for in this agreement may be executed
and/or exercised by the County Executive Officer or the Public Works Director. All notices
to be given pursuant to this agreement shall be given to the parties at the following respective
address.

To the County: Public Works Director
Shasta County Public Works
1855 Placer Street
Redding, CA 96001-1759
Phone: 530-225-5661
Fax: 530-225-5667

To the Grantors: Michael Cogan
3515 Wasatch Drive
Redding, CA 96001
Phone: 530-515-7159

And

Louise Cogan
3515 Wasatch Drive
Redding, CA 96001
Phone: 530-515-2344

12. ENTIRE AGREEMENT.
This agreement, and the Exhibits attached hereto, represent the entire agreement between the
parties in connection with the transactions contemplated hereby and the subject matter hereof
and this agreement supersedes and replaces any and all prior and contemporaneous
agreements, understandings and communications between the parties, whether oral or written,
with regard to the subject matter hereof. There are no oral or written agreements,
representations or inducements of any kind existing between the parties relating to this
transaction which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by both the County and the Grantors. Without limiting the foregoing, the County and the Grantors expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's real estate broker in entering into this agreement.

13. BINDING EFFECT.
This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns.

14. WAIVER.
No waiver by any party at any time of any breach of any provision of this agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

15. CAPTIONS AND HEADINGS.
The captions and sections numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this agreement.

16. COUNTERPARTS.
This agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

17. GOVERNING LAW.
This agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this agreement shall be filed in the Superior Court of the State of California for the County of Shasta.

18. TIME OF ESSENCE.
Time is of the essence with respect to all matters contained in this agreement.

19. INVALIDITY OF ANY PROVISION.
If any provision (or any portion of any provision) of this agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

20. DRAFTING OF AGREEMENT.
The County and the Grantors acknowledge that this agreement has been negotiated at arm's length and the parties agree that this agreement shall be deemed to have been drafted by both parties and that no one party shall be construed as the draftsperson.

21. NO THIRD PARTY BENEFICIARY RIGHTS.
This agreement is entered into for the sole benefit of the County and the Grantors and no other
parties are intended to be direct or incidental beneficiaries of this agreement and no third party shall have any right in, under or to this agreement.

22. **INCORPORATION OF EXHIBITS.**
Each and all of the exhibits attached to this agreement are incorporated herein as if set forth in full in this agreement.

23. **NO JOINT VENTURE, PARTNERSHIP, OR OTHER RELATIONSHIP CREATED.**
The relationship between the County and the Grantors is that solely of a seller and buyer and no joint venture, partnership or other relationship is created or implied by this agreement.

24. **JOINT AND SEVERAL OBLIGATIONS**
The obligations of the Grantors pursuant to this agreement and the representations and warranties made by Grantors are jointly and severally binding on the Grantors.

[SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

APPROVED:
GRANTORS

MICHAEL B. COGAN RETIREMENT TRUST

By ____________________________
MICHAEL B. COGAN, TRUSTEE

By ____________________________
LOUISE H. COGAN, TRUSTEE

Date 2-6-18

Date 2-7-18

APPROVED:
COUNTY

By ____________________________
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By ____________________________
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By ____________________________
PATRICK J. MINTURN, Director
Department of Public Works

By ____________________________
James Johnson
Risk Management Analyst III
SCHEDULE OF EXHIBITS

Exhibit “1” Grant Deed – “Property”
Exhibit “A” Legal Description – “Property”
Exhibit “B” Legal Description Map – “Property”
Exhibit “2” Grant Deed – “Revocable Trust Property”
Exhibit “A” Legal Description – “Revocable Trust Property”
Exhibit “B” Legal Description Map – “Revocable Trust Property”
GRANT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE MICHAEL B. COGAN RETIREMENT TRUST, HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, the following described real property situated in Section 10 of the P.B. Reading Grant, in the incorporated area of City of Redding, County of Shasta, State of California, more particularly described in EXHIBITS “A” AND “B”, attached hereto and made a part thereof.

MICHAEL B. COGAN RETIREMENT TRUST

By ___________________________________________ Dated ____________

MICHAEL B. COGAN, TRUSTEE

By ___________________________________________ Dated ____________

LOUISE H. COGAN, TRUSTEE
COUNTY OF SHASTA

STATE OF CALIFORNIA

GRANT DEED

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE MICHAEL B. COGAN RETIREMENT TRUST

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated __________, from MICHAEL B. COGAN and LOUISE H. COGAN, Trustees of the Michael B. Cogon Retirement Trust, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on __________, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of __________, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By __________________________
Deputy
Legal Description – Michael B. Cogan Retirement Trust

EXHIBIT "A"

PARCEL ONE:
Lot 5, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California as shown in Book of Old Plats at Page 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. Cogan Retirement Trust by deed recorded March 26, 2015, in Official Records Document 2015-0007783, Shasta County Records.

Being APN: 101-780-009
RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE § 6103
AP NO. 101-780-010 & 101-780-011

GRANT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE MICHAEL B. AND LOUISE H. COGAN REVOCABLE TRUST 2012, DATED AUGUST 14, 2012, HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, the following described real property situated in Section 10 of the P.B. Reading Grant, in the incorporated area of City of Redding, County of Shasta, State of California, more particularly described in EXHIBITS “A” AND “B”, attached hereto and made a part thereof.

MICHAEL B. AND LOUISE H. COGAN REVOCABLE TRUST 2012, DATED AUGUST 14, 2012

By ___________________________ Dated ______________

MICHAEL B. COGAN, TRUSTEE

By ___________________________ Dated ______________

LOUISE H. COGAN, TRUSTEE
COUNTY OF SHASTA

STATE OF CALIFORNIA

GRANT DEED


TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated ____________, from MICHAEL B. COGAN and LOUISE H. COGAN, Trustees of the Michael B. and Louise H. Cogan Revocable Trust 2012, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on ______________, and the grantee hereby consents to the recodiration thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____________, 2018.

LAURENCE G. LEES
Clerk of the Board of Supervisors

By __________________________

Deputy
EXHIBIT "A"

PARCEL ONE:

All that portion of Lot 6, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California, as shown in Book of Old Plats 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. and Louise H. Cogan Revocable Trust 2012 by deed recorded September 7, 2012, in Official Records Document 2012-0030002, Shasta County Records, more particularly described as follows:

The easterly 100 feet of said Lot 6 measured at a right angle to and parallel with the easterly line of said Lot as shown on Exhibit “B” attached hereto and made a part thereof.

Being APN: 101-780-010

PARCEL TWO:

All that portion of Lot 6, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California, as shown in Book of Old Plats at Page 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. and Louise H. Cogan Revocable Trust 2012 by deed recorded March 16, 2017, in Official Records Document 2017-0007791, Shasta County Records, more particularly described as follows:

All that portion of Lot 6, exempting the easterly 100 feet of said Lot measured at a right angle to and parallel with the easterly line of said Lot as shown on Exhibit “B” attached hereto and made a part thereof.

Being APN 101-780-011
COUNTY OF SHASTA  
STATE OF CALIFORNIA  

PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT is entered into by and between the County of Shasta, a political subdivision of the State of California ("County"), and Michael B. Cogan and Louise H. Cogan as Trustees of the Michael B. Cogan and Louise H. Cogan Revocable Trust 2012, dated August 14, 2012 ("Grantors").

RECITALS

WHEREAS, the Grantors is the owner of two parcels of land located in the County of Shasta, State of California, legally described in Exhibit "A", to Exhibit "1" which is attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Michael B. Cogan Retirement Trust ("Retirement Trust") is the owner of a parcel of land located in County of Shasta, State of California, legally described in Exhibit "A", to Exhibit "2" which is attached hereto and incorporated herein (the "Retirement Property"); and

WHEREAS, the Grantors desire to sell the Property and Retirement Property to the County, in one transaction consisting of two (2) separate Property Purchase Agreements and the County desires to purchase the Property from the Grantors and the Retirement Trust; and

WHEREAS, the Retirement Trust and the County have concurrently entered into a separate Property Purchase Agreement to sell the Retirement Property to the County concurrently with the sale of this Property, for an additional $220,000, in one transaction intended to occur concurrently for a total of $440,000; and

WHEREAS, the Grantors and the Retirement Trust have previously executed a conveyance of the Real Property, in the form of Grant Deeds attached hereto as Exhibit "1" as to the Property and as Exhibit "2" as to the Retirement Property, to the County and will deliver the Grant Deeds to the Shasta County Public Works Director concurrently with the execution of this Property Purchase Agreement for the Property and the Property Purchase Agreement for the Retirement Property. Said Grant Deeds are to be held in trust by the County and deposited into the escrow for the sale and purchase of the Property and the Retirement Property.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE AND SALE.
Grantors agree to sell the Property to the County, and the County agrees to purchase the Property from the Grantors, on the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE AND COSTS.

2.1 Property

2.1.1 The total purchase price for the Property shall be $220,000, payable by the County to the Grantors in accordance with the terms of this agreement.
2.1.2 Within five days of execution of this agreement, an escrow shall be opened at Placer Title Company, Redding, California, to process the Property purchase unless Placer Title Company, Redding, California, declines to process this transaction in which event the County and Grantors shall mutually agree on an escrow company. If the parties are unable to agree on an escrow company, County may select an escrow company. The escrow company selected shall be referred to as the Escrow Holder. Each party shall execute instructions to Escrow Holder as are consistent with this Agreement at least five days prior to Closing.

2.1.3 Within 15 County business days of execution of this agreement by both parties, County shall pay into escrow for the benefit of Grantors the amount of $220,000 for the purchase of the Property.

2.1.4 Once payment has been deposited into escrow, Grantors shall schedule the demolition of the building, located on APN: 101-780-011, and removal of all evidence of the building from the property. Grantors are responsible for all costs associated with the removal of the building at prevailing wage.

2.1.5 The purchase and sale contemplated in this agreement shall close at the office of Escrow Holder once demolition of the said building on APN: 101-780-011 by delivery to County of a grant deed in a form satisfactory to County and payment of the purchase price to Grantors.

2.1.6 County's obligation to proceed to closing of escrow shall be conditioned upon Grantors' performance of all of obligations in this agreement, provided that County may in County's sole discretion elect to waive failure by Grantors to perform any particular obligation and proceed to closing.

2.1.7 It is intended and agreed that the closing and sale of the Property shall occur concurrently with the closing and sale of the Retirement Property or there shall be no sale of either the Property or the Retirement Property.

2.2 Escrow and Fees.
2.2.1 County shall pay the cost of the Escrow Fee, Title Insurance, E-Recording Service Fee, and the Building Homes and Jobs Act Fee at the close of escrow.

2.2.2 Grantors shall, at their Grantors’ cost, pay all remaining associated escrow fees at the close of escrow.

2.2.3 County shall, at County’s own cost, pay all recording fees.

3. CONVEYANCE OF TITLE.

3.1 Upon execution of this Agreement, County shall order and promptly deliver copies to Grantors a preliminary report on the Property from a title insurance company approved by County (“Preliminary Report”), copies of all documents relating to title exceptions referred to in the Preliminary Report, and a current California Land Title Association (“CLTA”) survey in a form satisfactory to County, certified to County (“Survey”).
3.2 The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of Title is defined as the date upon which all of the following have occurred: (i) acceptance of the Deed conveying the interest in the Property by the County, (ii) close of escrow on this Property and the Retirement Property, and (iii) recording of the grant deed conveying the Property to County.

3.3 Title to the Property shall be conveyed to the County by Grant Deed free and clear of all liens except for (i) any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this agreement; and (ii) such other exceptions and reservations shown on a Preliminary Report, which are approved by the County. The County shall have 30 days after receipt of the Preliminary Report within which to notify Grantors in writing of the County's disapproval of any exceptions set forth in the Preliminary Report. In the event of the County's disapproval of the Preliminary Report, the Grantors, at their sole election (to be exercised by written notice to the County within 10 days after receipt of County's said notice of disapproval), shall have 30 days after the County's said disapproval within which to remove or otherwise remedy the disapproved exceptions. If the Grantors cannot eliminate or otherwise remedy the disapproved exceptions within said 30 day time period, this agreement shall thereupon terminate and all sums and documents deposited in escrow shall be returned to the parties who respectively deposited the same, and the County shall pay any escrow fees accrued. Failure of the County to provide written disapproval of the Preliminary Report within the above time period shall be deemed approval.

3.4 Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086.

3.5 Title to the Property shall be evidenced by the commitment of the Title Company to issue a standard California Land Title Association policy of title insurance with liability in the amount of the Purchase Price showing title to the Property vested in the County.

3.6 Grantors shall vacate the Property upon execution of this agreement by both parties and shall conduct no business or any other activity on the Property except the removal of the building required by paragraph 2.1.4 above.

4. CONTINGENCY.

4.1 The County's obligation to purchase the Property is subject to the following contingency described in subsection 4.1.1 below ("Contingency"). The Contingency is for the sole benefit of the County and may be waived or deemed satisfied by the County in the County's sole and absolute discretion. If the County disapproves of the satisfaction of the Contingency within the applicable time period, the County's sole remedy shall be to terminate this agreement and the Grantors shall have no obligation to remedy the Contingency. If this agreement terminates as a result of the failure of the satisfaction of the Contingency, all sums and documents deposited in escrow shall
be returned to the parties who respectively deposited the same. If the County fails to
give written notice to the Grantors of its disapproval of the Contingency within the
time limit set forth in subsection 4.1.1, it shall conclusively be deemed that County
has waived such Contingency and such Contingency shall conclusively be deemed satisfied.

4.1.1 The County shall have access to the Property at reasonable times and shall have
the right to conduct, at the County’s expense, building inspections, soil tests,
engineering feasibility studies, environmental investigations, and such other
studies, tests, and inspections with respect to the physical condition of the
Property as the County may desire. The County shall have 10 County business
days to conduct such tests and studies, and to give written notice to the
Grantors of any conditions unacceptable to the County and that the County has
elected to terminate this agreement.

5. REPRESENTATIONS AND WARRANTIES BY GRANTORS.
5.1 Grantors make the representations and warranties in subsections 5.1.1 through 5.1.9,
each and all of which shall survive any and all inquiries and investigations made
by the County and shall survive the Transfer of Title and recordation of the Grant Deed.

5.1.1 Grantors are the sole owners of the Property, and have the power and authority
to enter into this agreement and to consummate the transactions contemplated
hereby.

5.1.2 Neither entering into this agreement nor the performance of any of Grantors’
obligations under this agreement will violate the terms of any contract,
agreement, or instrument to which the Grantors are a party.

5.1.3 Grantors have not been served (by means of formal, legal service of process as
required by law) with any litigation, and no arbitration proceedings have been
commenced, which do or will affect any aspect of the Property or the Grantors’
ability to perform his obligations under this agreement. In addition, within the
last four years, the Grantors have not been threatened in writing with any
litigation (or arbitration) by a third party which would affect any aspect of the
Property or the Grantors’ ability to perform their obligations under this
agreement.

5.1.4 Grantors have not actually received any formal written notice of any presently
uncured violation of any law, ordinance, rule or regulation (including, but not
limited to, those relating to zoning, building, fire, health and safety) of any
governmental authority bearing on the construction, operation, ownership, or
use of the Property.

5.1.5 There are not any written commitments to, or written agreements with, any
governmental authority or agency materially affecting the Property which have
not been heretofore disclosed by the Grantors to the County in writing.
5.1.6 Grantors have not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental authority (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in subsection 5.1.7, below); or (ii) that the Grantors have stored, used or maintained Hazardous Materials or suffered, permitted, allowed or acquiesced in any storage, use or maintenance of Hazardous Materials on, in or under the Property in violation of any Environmental Regulations. In addition, to the best of the Grantors' knowledge, but without any specific investigation therefore there are no Hazardous Materials in any way relating to all or any portion of the Real Property.

5.1.7 As used in this agreement, the terms "Environmental Regulations" and "Hazardous Materials" shall have the following meanings:

(a) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(b) "Hazardous Materials" means (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances," "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, title 42 United States Code section 9601, et seq.; the Hazardous Materials Transportation Act, title 49 United States Code section 1801, et seq.; the Toxic Substances Control Act, title 15 United States Code section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, title 42 United States Code section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. §172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as
hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes," "hazardous substances" or "toxic substances" in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at title 42 United States Code section 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition; and (viii) polychlorinated biphenyls.

5.1.8 There are no rental agreements or leases in force as of the date of this agreement, and no person has any right to use, occupy or possess the Property or any portion thereof. No rent concessions are due any tenant; no rent has been paid more than one month in advance by any tenant; no security or other deposit or advance payments of any kind have been made by any tenant; no tenant has any claim against the Grantors for any security deposit or other deposits; no breach exists on the part of any tenant, whether in the payment of rent (or other sum), or the performance of any obligations or covenant; and no tenant has any defense or offset to rent or any other obligation accruing after the Transfer of Title.

5.1.9 Grantors have not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this agreement. Grantors shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person who (or legal entity which) represents or claims to represent the Grantors.

5.2 If, prior to the Transfer of Title, new events have occurred which were beyond the control of the Grantors and which render any previously true representation or warranty untrue, Grantors shall, within three days thereafter, disclose those matters by written notice to the County. The County shall have 10 days after the earlier of (i) such disclosure; or (ii) the County's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to the Grantors within said 10 day period, whether (i) to purchase the Property or (ii) terminate this agreement. If the County fails to notify Grantors of its election to terminate this agreement within the 10 day time period provided above, the County shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.
6. **REPRESENTATIONS AND WARRANTIES BY THE COUNTY.**

6.1 The County makes the following representations and warranties in this section 6, each and all of which shall survive any and all inquiries and investigations made by the Grantors and shall survive the Transfer of.

6.1.1 County has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this agreement. The County shall pay, and shall hold Grantors harmless from and against, any commission or finder’s fee payable to any other person who (or legal entity which) represents or claims to represent the County.

6.1.2 County is a political subdivision of the State of California which has the power and authority to enter into this agreement and to consummate the transactions contemplated hereby. County and the specific, individual parties signing this agreement on behalf of County represent and warrant that the parties signing this agreement on behalf of the County have the full legal power, authority, and right to execute and deliver this agreement.

7. **INDEMNIFICATION.**

7.1 Subject to any other provisions of this agreement to the contrary, Grantors agree to indemnify County and hold County harmless from and against any claim, loss, damage or expense, including any reasonable attorney’s fees (including attorney’s fees on appeal), asserted against or suffered by County resulting from:

7.1.1 Any breach by Grantors of this agreement;

7.1.2 Any liability of the Grantors with respect to the Real Property, as provided in section 8, below; or

7.1.3 The inaccuracy or breach of any of the representations, warranties or covenants made by Grantors.

7.1.4 The failure of Grantors to pay prevailing wages for any work done that requires the payment of prevailing wage.

7.2 County shall submit any claim for indemnification under this agreement to Grantors in writing within a reasonable time after County determines that an event has occurred which has given rise to a right of indemnification under this section 7 and shall give Grantors a reasonable opportunity to investigate and cure any default of Grantors under this agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Grantors’ default or the third party claim is such that it would be impractical or unreasonable to give Grantors an opportunity to investigate and cure such default and remove such claim, County need not give Grantors such opportunity.

7.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against County, Grantors shall have the right to employ counsel reasonably acceptable to County to defend any such claim or demand, and County
shall make available to Grantors, or its representatives, all records and other materials in its possession or under its control reasonably required by Grantors for its use in contesting such liability. If Grantors do not elect to employ counsel to defend any such claim or demand, County may do so at its option, but shall not have any obligation to do so.

7.4 County agrees to indemnify Grantors and hold Grantors harmless from and against any claim, loss, damage or expense, including any reasonable attorney’s fees (including attorney’s fees on appeal), asserted against or suffered by Grantors resulting from:

7.4.1 Any breach by County of this agreement

7.4.2 The inaccuracy or breach of any of the representations, warranties or covenants made by County.

7.5 Grantors shall submit any claim for indemnification under this agreement to County in writing within a reasonable time after Grantors determine that an event has occurred which has given rise to a right of indemnification under this section 7 and shall give County a reasonable opportunity to investigate and cure any default of County under this agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of County’s default or the third party claim is such that it would be impractical or unreasonable to give County an opportunity to investigate and cure such default and remove such claim, Grantors need not give County such opportunity.

7.6 If such claim for indemnification relates to a claim or demand presented by a third party against Grantors, County shall have the right to employ counsel reasonably acceptable to Grantors to defend any such claim or demand, and the one party shall make available to the other party, or its representatives, all records and other materials in its possession or under its control reasonably required by County for its use in contesting such liability. If County does not elect to employ counsel to defend any such claim or demand, Grantors may do so at its option, but shall not have any obligation to do so.

8. ASSUMPTION OF LIABILITIES.

8.1 Effective as of the Transfer of Title, the County shall be deemed to have assumed all obligations and liabilities of the Grantors pertaining to the Property, except all obligations and liabilities with respect thereto which arise prior to the Transfer of Title or which arise as a result of events which occur prior to the Transfer of Title. Except for the foregoing assumption of obligations and liabilities by the County, the County does not assume and shall not be liable for any of the obligations or liabilities of the Grantors of any kind or nature affecting or otherwise relating to the Grantors, the Property, the operation of the business on the Property, or otherwise.

8.2 Grantors shall, prior to the Transfer of Title, timely perform and discharge all obligations and liabilities of every kind whatsoever to be discharged prior to the Transfer of Title and arising from or relating to (i) the Property, including, but not
limited to, the use and ownership of the Property; and (ii) the operation of the Property.

9. COUNTY ACCEPTS PROPERTY “AS IS”

9.1 County acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by County, in an “as is” condition with all faults. County has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. County acknowledges that it is entering into this Purchase Agreement on the basis of County's own investigation of the physical and environmental conditions of the Property, including subsurface conditions, and County assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation. County further acknowledges that Grantors, their agents and employees and other persons acting or claiming to act on behalf of Grantors have made no representation or warranty of any kind in connection with any matter relating to the condition, value, fitness, or zoning of the Property upon which County has relied directly or indirectly for any purpose. County hereby waives, releases, remises, acquits and forever discharges Grantors’ employees, agents, or any other person acting on behalf of Grantors, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which County now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto. This includes, but is not limited to in any manner, any claim that the Property contains any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in subsection 5.1.7, above).

9.2 The demolition being performed, as set forth in paragraph 2.1.4 above, is being performed by Eddie Axner Construction pursuant to the contract attached as Exhibit “3”. Grantors shall have no obligation or liability to County in regard to Eddie Axner Construction and Exhibit “3” except that Grantors shall pay Exhibit 3 and as set forth in this paragraph 9.2. If, at any time, for any reason, County asserts that the work of Axner Construction is objectionable, flawed or below standard in any manner, County shall have no claim whatsoever of any kind on Grantors in regard to any and all aspects of the job performed by Eddie Axner Construction.

10. SURVIVAL OF TRANSFER OF TITLE.
All representations, warranties, covenants, conditions, agreements and obligations contained in or relating to this agreement shall survive the Transfer of Title and shall not merge therein unless specifically stated otherwise in this agreement.

11. NOTICES.
Any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing. Any
written or oral notices on behalf of County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or the Public Works Director. All notices to be given pursuant to this agreement shall be given to the parties at the following respective address.

To the County: Public Works Director
Shasta County Public Works
1855 Placer Street
Redding, CA 96001-1759
Phone: 530-225-5661
Fax: 530-225-5667

To the Grantors: Michael Cogan
3515 Wasatch Drive
Redding, CA 96001
Phone: 530-515-7159

And
Louise Cogan
3515 Wasatch Drive
Redding, CA 96001
Phone: 530-515-2344

12. ENTIRE AGREEMENT.
This agreement, and the Exhibits attached hereto, represent the entire agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by both the County and the Grantors. Without limiting the foregoing, the County and the Grantors expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's real estate broker in entering into this agreement.

13. BINDING EFFECT.
This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns.

14. WAIVER.
No waiver by any party at any time of any breach of any provision of this agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.
15. **CAPTIONS AND HEADINGS.**
The captions and section numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this agreement.

16. **COUNTERPARTS.**
This agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

17. **GOVERNING LAW.**
This agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this agreement shall be filed in the Superior Court of the State of California for the County of Shasta.

18. **TIME OF ESSENCE.**
Time is of the essence with respect to all matters contained in this agreement.

19. **INVALIDITY OF ANY PROVISION.**
If any provision (or any portion of any provision) of this agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

20. **DRAFTING OF AGREEMENT.**
The County and the Grantors acknowledge that this agreement has been negotiated at arm's length and the parties agree that this agreement shall be deemed to have been drafted by both parties and that no one party shall be construed as the draftsperson.

21. **NO THIRD PARTY BENEFICIARY RIGHTS.**
This agreement is entered into for the sole benefit of the County and the Grantors and no other parties are intended to be direct or incidental beneficiaries of this agreement and no third party shall have any right in, under or to this agreement.

22. **INCORPORATION OF EXHIBITS.**
Each and all of the exhibits attached to this agreement are incorporated herein as if set forth in full in this agreement.

23. **NO JOINT VENTURE, PARTNERSHIP, OR OTHER RELATIONSHIP CREATED.**
The relationship between the County and the Grantors is that solely of a seller and buyer and no joint venture, partnership or other relationship is created or implied by this agreement.

24. **JOINT AND SEVERAL OBLIGATIONS**
The obligations of the Grantors pursuant to this agreement and the representations and warranties made by Grantors are jointly and severally binding on the Grantors.

[SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

APPROVED:
GRANTORS

MICHAEL B. COGAN AND LOUISE H. COGAN
REVOCABLE TRUST 2012, DATED AUGUST 14, 2012

By ____________________________ Date __________
MICHAEL B. COGAN, TRUSTEE

By ____________________________ Date __________
LOUISE H. COGAN, TRUSTEE

APPROVED:
COUNTY

By ____________________________ Date __________
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ____________________________
Deputy

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By ____________________________
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By ____________________________
James Johnson
Risk Management Analyst III
SCHEDULE OF EXHIBITS

Exhibit "1" Grant Deed - "Property"
Exhibit "A" Legal Description - "Property"
Exhibit "B" Legal Description Map - "Property"
Exhibit "2" Grant Deed - "Retirement Property"
Exhibit "A" Legal Description - "Retirement Property"
Exhibit "B" Legal Description Map - "Retirement Property"
Exhibit "3" Grantor's Contract with Eddie Axner Construction
GRANT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE MICHAEL B. AND LOUISE H. COGAN REVOCABLE TRUST 2012, DATED AUGUST 14, 2012, HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, the following described real property situated in Section 10 of the P.B. Reading Grant, in the incorporated area of City of Redding, County of Shasta, State of California, more particularly described in EXHIBITS “A” AND “B”, attached hereto and made a part thereof.

MICHAEL B. AND LOUISE H. COGAN REVOCABLE TRUST 2012, DATED AUGUST 14, 2012

By ________________________________ Dated ________________
MICHAEL B. COGAN, TRUSTEE

By ________________________________ Dated ________________
LOUISE H. COGAN, TRUSTEE
COUNTY OF SHASTA

STATE OF CALIFORNIA

GRANT DEED


TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated ____________, from MICHAEL B. COGAN and LOUISE H. COGAN, Trustees of the Michael B. and Louise H. Cogan Revocable Trust 2012, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on ____________, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____________, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _______________________
Deputy
Legal Description – Michael B. and Louise H. Cogan Revocable Trust 2012

EXHIBIT "A"

PARCEL ONE:

All that portion of Lot 6, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California, as shown in Book of Old Plats 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. and Louise H. Cogan Revocable Trust 2012 by deed recorded September 7, 2012, in Official Records Document 2012-0030002, Shasta County Records, more particularly described as follows:

The easterly 100 feet of said Lot 6 measured at a right angle to and parallel with the easterly line of said Lot as shown on Exhibit "B" attached hereto and made a part thereof.

Being APN: 101-780-010

PARCEL TWO:

All that portion of Lot 6, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California, as shown in Book of Old Plats at Page 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. and Louise H. Cogan Revocable Trust 2012 by deed recorded March 16, 2017, in Official Records Document 2017-0007791, Shasta County Records, more particularly described as follows:

All that portion of Lot 6, exempting the easterly 100 feet of said Lot measured at a right angle to and parallel with the easterly line of said Lot as shown on Exhibit "B" attached hereto and made a part thereof.

Being APN 101-780-011
RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE § 6103
AP NO. 101-780-009

--------------------------------------Space above this line for Recorder’s use only--------------------------

UNINCORPORATED AREA DTT = $0 - R&T §11922

GRANT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE MICHAEL B. COGAN RETIREMENT TRUST, HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, the following described real property situated in Section 10 of the P.B. Reading Grant, in the incorporated area of City of Redding, County of Shasta, State of California, more particularly described in EXHIBITS “A” AND “B”, attached hereto and made a part thereof.

MICHAEL B. COGAN RETIREMENT TRUST

By _______________ Dated _______________
MICHAEL B. COGAN, TRUSTEE

By _______________ Dated _______________
LOUISE H. COGAN, TRUSTEE
COUNTY OF SHASTA

STATE OF CALIFORNIA

GRANT DEED

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES
OF THE MICHAEL B. COGAN RETIREMENT TRUST

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated , from MICHAEL B. COGAN and LOUISE H. COGAN, Trustees of the Michael B. Cogan Retirement Trust, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on , and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By

Deputy
Legal Description – Michael B. Cogan Retirement Trust

EXHIBIT "A"

PARCEL ONE:
Lot 5, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California as shown in Book of Old Plats at Page 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. Cogan Retirement Trust by deed recorded March 26, 2015, in Official Records Document 2015-0007783, Shasta County Records.

Being APN: 101-780-009
Proposal

FROM: Eddie Axner Construction, Inc.  
5249A Old Oregon Trail  
Redding, CA 96002  
(530) 221-2103

Date: 2/1/18

PROPOSAL SUBMITTED TO:  
Name: Louise Cogan  
Phone: 530-515-2344  email: louise@louiscogan.com

Job Location: 1822 Sacramento St, Redding

I propose to furnish all materials and perform all labor necessary to complete the following:

- Apply for C.O.R. demolition permit.
- Demolish (1) house approx. 1,440.
- Haul all garbage/debris to a legal landfill.
- Demolish (1) 15'x15'x7' basement.
- Haul all concrete to a legal dumpsite.
- Cap sewer lateral.

Prevailing wage rate total: $12,240.00

Axner agrees that any and all claims the Cogan Revocable Trust would have against Axner, if any, may be pursued by the County of Shasta directly and independently, without joining the Cogan Retirement Trust. Axner acknowledges the County of Shasta is a third-party beneficiary of this contract.

Thank you so much, Louisa

Sent from my iPhone

Exclusions: Abatement testing. Hauling or handling any hazardous waste. Re-compacting building pads. Geo-tech reports. Compaction testing. Utility disconnect or fees. Abandoning or demolishing any water wells or septic tanks. Any items that are not clearly included above, expect to be excluded from this proposal.
ACCEPTANCE

Authorized Signature

Signature

Date

This proposal is valid for 30 days from date of original proposal.
RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 101-780-009

GRANT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE MICHAEL B. COGAN RETIREMENT TRUST, HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, the following described real property situated in Section 10 of the P.B. Reading Grant, in the incorporated area of City of Redding, County of Shasta, State of California, more particularly described in EXHIBITS “A” AND “B”, attached hereto and made a part thereof.

MICHAEL B. COGAN RETIREMENT TRUST

By

MICHAEL B. COGAN, TRUSTEE

Dated 2-6-18

By

LOUISE H. COGAN, TRUSTEE

Dated 2-7-18
COUNTY OF SHASTA

STATE OF CALIFORNIA

GRANT DEED

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES
OF THE MICHAEL B. COGAN RETIREMENT TRUST

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated ________________, from MICHAEL B. COGAN and LOUISE H. COGAN, Trustees of the Michael B. Cogan Retirement Trust, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on ________________, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ________________, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By __________________________
Deputy
EXHIBIT "A"

PARCEL ONE:
Lot 5, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California as shown in Book of Old Plats at Page 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. Cogan Retirement Trust by deed recorded March 26, 2015, in Official Records Document 2015-0007783, Shasta County Records.

Being APN: 101-780-009
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta

On February 6, 2018, before me Brandon H. Magby, Notary Public, personally appeared

MICHAEL B. COGAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Brandon H. Magby
(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta

On February 7, 2018, before me Brandon H. Magby, Notary Public, personally appeared

LOUISE A COGAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Brandon H. Magby
(Seal)
GRANT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE MICHAEL B. AND LOUISE H. COGAN REVOCABLE TRUST 2012, DATED AUGUST 14, 2012, HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, the following described real property situated in Section 10 of the P.B. Reading Grant, in the incorporated area of City of Redding, County of Shasta, State of California, more particularly described in EXHIBITS “A” AND “B”, attached hereto and made a part thereof.

MICHAEL B. AND LOUISE H. COGAN REVOCABLE TRUST 2012, DATED AUGUST 14, 2012

By ___________________________ Dated 2-6-18
MICHAEL B. COGAN, TRUSTEE

By ___________________________ Dated 2-7-18
LOUISE H. COGAN, TRUSTEE
COUNTY OF SHASTA

STATE OF CALIFORNIA

GRANT DEED

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE
MICHAEL B. AND LOUISE H. COGAN REVOCABLE TRUST 2012

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated 
________________, from MICHAEL B. COGAN and LOUISE H. COGAN, Trustees of the
Michael B. and Louise H. Cogan Revocable Trust 2012, to the COUNTY OF SHASTA, State of
California, a governmental agency (a political subdivision of the State of California) is hereby
accepted by order of the Board of Supervisors on _____________, and the grantee hereby
consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of
________________, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By

Deputy
Legal Description – Michael B. and Louise H. Cogan Revocable Trust 2012

EXHIBIT "A"

PARCEL ONE:

All that portion of Lot 6, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California, as shown in Book of Old Plats 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. and Louise H. Cogan Revocable Trust 2012 by deed recorded September 7, 2012, in Official Records Document 2012-0030002, Shasta County Records, more particularly described as follows:

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Being APN: 101-780-010

PARCEL TWO:

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Being APN 101-780-011
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta

On February 4, 2018, before me Brandon H. Magby, Notary Public, personally appeared

MICHAEL P. COGAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta

On February 7, 2018, before me Brandon H. Magby, Notary Public, personally appeared

LOUISE H. COGAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

(Seal)
COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

DATE February 14, 2018

TO Brian Muir, Auditor-Controller

FROM Pat Minturn, Director

SUBJECT Budget Amendments for the Public Works/Resource Mgmt Real Property Purchase

A budget amendment increasing appropriations and revenue in the amount of $450,000 is requested in the Land Buildings & Improvements Budget Unit 16600, for the Public Works/Resource Management real property purchase.

A budget amendment increasing appropriations in the amount of $225,000 is requested in the Roads Budget Unit 30100. The increase in appropriations will be offset by a decrease in appropriations. The net impact is zero.

After preparing the budget transfer document, would you please forward it to the CAO’s office for approval. It is our intention to present this to the Board of Supervisors for approval on March 6, 2018. Thank you for your assistance in this matter.

kdc

Attachment

email: Terri Howat, County Chief Financial Officer
Ayla Tucker, CAO Administrative Analyst
## Budget Amendment

**Land Buildings & Improvements/16600**

**DEPARTMENT NAME**

### APPROPRIATIONS

**INCREASE <DECREASE>**

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<thead>
<tr>
<th>COST CENTER</th>
<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>BUDGET READS</th>
<th>BUDGET SHOULD READ</th>
<th>AMOUNT OF TRANSFER (+/-)</th>
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**TOTAL** 450,000

### REVENUE

**INCREASE <DECREASE>**

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<th>COST CENTER</th>
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<th>BUDGET SHOULD READ</th>
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<tr>
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<td>TRANS IN BUILDING INSPECTION</td>
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<td>16600</td>
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<td>TRANS IN ENVIRONMENTAL HEALTH</td>
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<td>16600</td>
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<td>TRANS IN AIR QUALITY DIST ADMIN</td>
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**TOTAL 450,000**
## Budget Amendment

### Appropriations

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<th>ACCOUNT DESCRIPTION</th>
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<td>7,227,000</td>
<td>(225,000)</td>
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### Revenue

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<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>BUDGET READS</th>
<th>BUDGET SHOULD READ</th>
<th>AMOUNT OF TRANSFER (+/-)</th>
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<tbody>
<tr>
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</tbody>
</table>

**Total**

0

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Page 139 of 520
MEMORANDUM

SHASTA COUNTY DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

Environmental Health  Administration  Air Quality Management
Suite 201  Suite 200  Suite 101  225-5787  225-5789  225-5674
Planning Division  Community Education Section  Building Division
Suite 103  Suite 200  Suite 102  225-5532  225-5789  225-5761

TO: Brian Muir, Auditor-Controller
Auditor-Controller's Office

FROM: Richard W. Simon, Director of Resource Management

DATE: February 13, 2018

SUBJECT: BUDGET AMENDMENT- 40200,28200,00373 BUDGET UNITS, REAL PROPERTY PURCHASE

A budget amendment is requested in Resource Management Department for the following:

Environmental Health Division, BU 40200 add appropriations of $75,000 in line item 095166 for Real Property Purchase. This would be offset by decreasing appropriations in the Salaries and Benefits by $75,000.

Building Division, BU 28200 add appropriations of $75,000 in line item 095166 for Real Property Purchase. This would be offset by decreasing appropriations in the Salaries and Benefits by $75,000.

Air Quality Management District, BU 00373 add appropriations of $75,000 in line item 095166 for Real Property Purchase. This would be offset by decreasing appropriations in the Salaries and Benefits by $75,000.

After preparing the budget transfer document, please forward it to the County Administrative Office for approval. The Department intends to take this to the Board of Supervisors for approval on March 6, 2018 and also the Shasta County Air Board on March 6, 2018.

If you have any questions, please contact Ronni at extension 5404. Thank you for your assistance in this matter.

RS/rh

Attachment

cc: Terri Howat, County Chief Financial Officer
Ayla Tucker, CAO Administrative Analyst
### Appropriations

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<th>Cost Center Number</th>
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<td>271,452</td>
<td>246,452</td>
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<td>107,035</td>
<td>105,785</td>
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| Total              |                |              |                    |                       |

### Revenue

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<th>Budget Reads</th>
<th>Budget Should Read</th>
<th>Amount of Transfer (+/-)</th>
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</table>

| Total              |                |              |                    | 0                      |
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 6, 2018

SUBJECT:
Gas Point Road Widening Project – Right of Way

DEPARTMENT: Public Works

Supervisorial District No. : 5

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

<table>
<thead>
<tr>
<th>Vote Required?</th>
<th>General Fund Impact?</th>
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</thead>
<tbody>
<tr>
<td>Simple Majority Vote</td>
<td>No General Fund Impact</td>
</tr>
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</table>

RECOMMENDATION

Take the following actions regarding the “Gas Point Road Widening Project,” Contract No. 702976: (1) Approve and authorize the Chairman to sign right-of-way contracts with: (a) Lucille Stowell for right-of-way (0.14 acres at $7,710) plus a Federal Highway Administration (FHWA) signing incentive of $1,000; and (b) Michael Jack Van Steen for right-of-way (0.06 acres at $7,226) plus a FHWA signing incentive of $1,000; and (2) accept two Easement Deeds conveying the right-of-way parcels.

SUMMARY

Right-of-way acquisition is proposed to widen Gas Point Road.

DISCUSSION

The County is preparing to add a center turn lane and paved shoulders on Gas Point Road from Stone Gate Drive to Charles Street. The project will require the acquisition of ten right-of-way parcels. Agreements have been reached with two additional owners. Local agencies may offer a bonus to property owners who sign in a timely manner. The incentives must be offered equally to all property owners and are reimbursable by FHWA. The two subject property owners signed within the requisite sixty days of accepting the first written offer. Negotiations continue with the one remaining property owner.

ALTERNATIVES

The Board may decline to acquire the right-of-way. The right-of-way is necessary to construct the project.

OTHER AGENCY INVOLVEMENT

Caltrans oversees the project funding. County Counsel has approved the contracts as to form. Risk Management has reviewed and approved the contracts. The recommendation has been reviewed by the County Administrative Office.
FINANCING

The total project cost estimate is $1,300,000. Federal funds will cover 90%. Adequate funds are included in the Adopted FY 2017/18 Roads budget. There is no General Fund impact.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Description</th>
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<tr>
<td>RW Contract - Stowell</td>
<td>2/22/2018</td>
<td>RW Contract - Stowell</td>
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<tr>
<td>Easement Deed - Stowell</td>
<td>2/22/2018</td>
<td>Easement Deed - Stowell</td>
</tr>
<tr>
<td>Easement Deed - Van Steen</td>
<td>2/9/2018</td>
<td>Easement Deed - Van Steen</td>
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</table>
COUNTY OF SHASTA  
STATE OF CALIFORNIA  

RIGHT OF WAY CONTRACT  

LUCILLE L. STOWELL, TRUSTEE OF  
THE LUCILLE L. STOWELL 2011 TRUST,  
DATED NOVEMBER 9, 2011  

APN: 086-160-005  
GAS POINT ROAD  
WIDENING PROJECT  

This contract is entered into by and between the County of Shasta, hereinafter known as “County”, and Lucille L. Stowell, Trustee of the Lucille L. Stowell 2011 Trust, Dated November 9, 2011, hereinafter known as “Grantor.”

1. Grantor grants to County a property interest, in the form of Exhibit “1” (the “Deed”) attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits “A” and “B” attached thereto (the “Property”). The Deed has been executed by Grantor and delivered to County.

2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Gas Point Road in accordance with the project specifications as shown on the Gas Point Road Widening Plan – Contract No. 702976, on file in the Shasta County Surveyor’s Office (the “Specifications”).

3. County shall:

A. Compensate Grantor in the amount of $7,710.00; which breaks down as $1,700.00 for the property interest described in section 1. above, and $6,010.00 for approximately 200 feet of 3-strand barbed wire fence and the loss of 15 oak trees. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-178028 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County’s receipt of the compensation.

B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of $1,000.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY EITHER CERTIFIED MAIL OR HAND DELIVERED).

C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:
(1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;

(2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;

(3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.

5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.

6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County as well as compensation shown in Clause 3.A. being placed in said escrow account and made available to Grantor.

7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.

8. At no expense to Grantor, and at the time of construction of the project, as additional compensation for the property interest described in section 1. above, County shall, in accordance with the Specifications, complete the following work on the Property:

A. Reconstruct one existing road connection. The road connection shall be considered an encroachment under permit on the County highway and is to be maintained, repaired and operated as such by Grantor, their assigns and successors. Grantor shall grant to County, its employees and agents, permission to enter upon Grantor's property, for the purpose of constructing the public improvements described in the Specifications and accomplishing all necessary incidents thereto including but not limited to the work described in this section. Upon County's recordation of a notice of completion for the Project, Grantor hereby assumes ownership and responsibility for the improvements constructed on Grantor's property and releases the County and its employees and agents from any further responsibility related to the work performed by County pursuant to this section.

B. Remove trees and vegetation from the Property as described in the Specifications. Any usable wood will be bucked into 4-foot lengths, and stacked clear of the project work area.
on Grantor’s remaining property. All branches and brush resulting from County’s removal of trees on the Property pursuant to this subsection shall be removed from Grantor’s remaining property.

9. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.

10. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.

11. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS
NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

IN WITNESS WHEREOF, County and grantor have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

APPROVED:
GRANTOR

LUCILLE L. STOWELL 2011 TRUST,
DATED NOVEMBER 9, 2011

Date 2.19.2018

LUCILLE L. STOWELL, TRUSTEE

APPROVED:
County of Shasta

By ______________________
LES BAUGH, Chairman
Board of Supervisors
County of Shasta
State of California

Date ______________________

ATTEST:

LAURENCE G. LEES
Clerk of the Board of Supervisors

Date ______________________

By ______________________
Deputy

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By ______________________
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By ______________________
PATRICK J. MINTURN, Director
Department of Public Works

By ______________________
James Johnson
Risk Management Analyst III
EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

LUCILLE L. STOWELL, SOLE TRUSTEE OF THE LUCILLE L. STOWELL TRUST, DATED NOVEMBER 9, 2011 HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southwest one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, more particularly described in EXHIBITS ‘A’ and ‘B’, attached hereto and made a part hereof.

LUCILLE L. STOWELL TRUST,
DATED NOVEMBER 9, 2011

By________________________________   Dated____________________

LUCILLE L. STOWELL, TRUSTEE
COUNTY OF SHASTA  
STATE OF CALIFORNIA  

EASEMENT DEED  

LUCILLE L. STOWELL, SOLE TRUSTEE OF THE LUCILLE L. STOWELL 2011 TRUST, DATED NOVEMBER 9, 2011  

TO  

COUNTY OF SHASTA  

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)  

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated ________________, from LUCILLE L. STOWELL, SOLE TRUSTEE OF THE LUCILLE L. STOWELL TRUST, DATED NOVEMBER 9, 2011, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on ________________, and the grantee hereby consents to the recordation thereof by its duly authorized officer.  

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ________________, 201_.  

LAWRENCE G. LEES  
Clerk of the Board of Supervisors  

By________________________  
Deputy
EXHIBIT "A"

All that portion of real property situated in the southwest one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Lucille L. Stowell, as Sole Trustee of the Lucille L. Stowell 2011 Trust, dated November 9, 2011, by deed recorded April 26, 2012 in Official Records Document 2012-0013086, Shasta County Records, lying southerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 35.00 feet northerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records.

Being a portion of APN 086-160-005
COUNTY OF SHASTA
STATE OF CALIFORNIA

RIGHT OF WAY CONTRACT

MICHAEL JACK VAN STEEN

APN: 087-030-016 & 087-030-017

GAS POINT ROAD
WIDENING PROJECT

This contract is entered into by and between the County of Shasta, hereinafter known as “County”, and Michael Jack Van Steen, hereinafter known as “Grantor.”

1. Grantor grants to County a property interest, in the form of Exhibit “I” (the “Deed”) attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits “A” and “B” attached thereto (the “Property”). The Deed has been executed by Grantor and delivered to County.

2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Gas Point Road in accordance with the project specifications as shown on the Gas Point Road Widening Plan – Contract No. 702976, on file in the Shasta County Surveyor’s Office (the “Specifications”).

3. County shall:

   A. Compensate Grantor in the amount of $7,226.00 for the property interest described in section 1. above, including all compensation for approximately 110 feet of chain link fence on APN: 087-030-017. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-177769 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County’s receipt of the compensation.

   B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of $1,000.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY EITHER CERTIFIED MAIL OR HAND DELIVERED).

   C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:
(1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;

(2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;

(3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.

5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.

6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County as well as compensation shown in Clause 3.A. being placed in said escrow account and made available to Grantor.

7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.

8. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.

9. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.

10. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS
NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

IN WITNESS WHEREOF, County and grantor have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

APPROVED:
GRANTOR

MICHAEL JACK VAN STEEN

APPROVED:
County of Shasta

By ________________________________
LES BAUGH, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ________________________________
Deputy

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By ________________________________
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

PATRICK J. MINTURN, Director
Department of Public Works

By ________________________________

RISK MANAGEMENT APPROVAL

By ________________________________
Jim Johnson
Risk Management Analyst III
EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL JACK VAN STEEN, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the northwest one-quarter of Section 9, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in EXHIBITS ‘A’ and ‘B’, attached hereto and made a part hereof.

By ________________________________  Dated _______________

MICHAEL JACK VAN STEEN
EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

MICHAEL JACK VAN STEEN

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _______________, from MICHAEL JACK VAN STEEN, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _______________, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _______________, 201__.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _______________________________
Deputy
EXHIBIT "A"

All that portion of real property situated in the northwest one-quarter of Section 9, Township 29 North, Range 4 West, M.D.B.& M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Michael Jack Van Steen, a single man, by deed recorded November 21, 1989 in Official Records Book 2540 at Page 67, Shasta County Records, described as follows:

PARCEL ONE

All that portion of real property lying northerly of a Right of Way line as shown on Exhibit “B”, attached hereto and made a part thereof, said Right of Way line lying 44.00 feet southerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records

Being a portion of APN 087-030-016

PARCEL TWO

All that portion of real property lying northerly of a Right of Way line as shown on Exhibit B, attached hereto and made a part thereof, more particularly described as follows:

COMMENCING at a standard Shasta County centerline monument containing a 2” diameter brass disc stamped “SHASTA COUNTY SURVEYOR LS 8055” set at Engineer’s Station “G” 60+38.75 PI of the centerline of monumentation of construction for a portion of Gas Point Road, filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records; THENCE South 89°31 ’09” West a distance of 506.42 feet to Engineer’s Station “G” 55+32.33; THENCE leaving said centerline South 0°28 ’51” East a distance of 44.00 feet to a point on the westerly boundary of said conveyed parcel, said point lying 44.00 feet Right of Engineer’s Station “G” 55+32.33, said point being the POINT OF BEGINNING of this description; THENCE South 83°33’51” East a distance of 87.05 feet to the beginning of a tangent curve concave southwesterly having a radius of 21.53 feet from which a radial line bears South 6°26 ’09” West; THENCE southeasterly along said curve a distance of 29.71 feet through a central angle of 79°03’36” to a point on the easterly boundary of said conveyed parcel, said point lying 74.35 feet right of Engineer’s Station “G” 56+37.63, said point being the POINT OF TERMINATION of this description.

Being a portion of APN 087-030-017
RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 086-160-005 (a portion)
PROJECT: Gas Point Rd. Widening (ROAD)

DPW NO. 1H01B-2017-04

UNINCORPORATED AREA

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

LUCILLE L. STOWELL, AS SOLE TRUSTEE OF THE LUCILLE L. STOWELL
TRUST, DATED NOVEMBER 9, 2011 HEREBY GRANTS to the COUNTY OF
SHASTA, a political subdivision of the State of California, a permanent easement for public
purposes in, upon, over, under, across and along the following described real property situated in
the southwest one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B.& M., in the
unincorporated area of County of Shasta, State of California, more particularly described in
EXHIBITS ‘A’ and ‘B’, attached hereto and made a part hereof.

LUCILLE L. STOWELL TRUST,
DATED NOVEMBER 9, 2011

By LUCILLE L. STOWELL

Dated 2-19-2018

LUCILLE L. STOWELL, TRUSTEE
COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

LUCILLE L. STOWELL, AS SOLE TRUSTEE OF THE LUCILLE L. STOWELL 2011 TRUST, DATED NOVEMBER 9, 2011

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated ______________, from LUCILLE L. STOWELL, AS SOLE TRUSTEE OF THE LUCILLE L. STOWELL TRUST, DATED NOVEMBER 9, 2011, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on ______________, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of ________________, 201_.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _______________________
Deputy
EXHIBIT "A"

All that portion of real property situated in the southwest one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B.& M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Lucille L. Stowell, as Sole Trustee of the Lucille L. Stowell 2011 Trust, dated November 9, 2011, by deed recorded April 26, 2012 in Official Records Document 2012-0013086, Shasta County Records, lying southerly of a Right of Way line as shown on Exhibit “B”, attached hereto and made a part thereof, said Right of Way line lying 35.00 feet northerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records.

Being a portion of APN 086-160-005
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta County

On February 19, 2018 before me, J. Andrews, A Notary Public

(insert name and title of the officer)

personally appeared Lucille L. Stowell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ___________________ (Seal)
RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 087-030-016 & 087-030-017 (a portion)
PROJECT: Gas Point Rd. Widening (ROAD)

DPW NO. 1H01B-2017-10

UNINCORPORATED AREA

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL JACK VAN STEEN, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the northwest one-quarter of Section 9, Township 29 North, Range 4 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, more particularly described in EXHIBITS ‘A’ and ‘B’, attached hereto and made a part hereof.

By _____________________________  Dated 2-2-16
MICHAEL JACK VAN STEEN
ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Del Norte
On February 2, 2018 before me, Vanessa M. Cothran, notary public,
Date
personally appeared Michael Jack-Von Steen

NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Vanessa M. Cothran
Signature of Notary

SIGNATURE OF NOTARY

Page 165 of 520
COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

MICHAEL JACK VAN STEEN

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated ______________, from MICHAEL JACK VAN STEEN, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on ______________, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ______________, 201__.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _______________________
Deputy
LEGAL DESCRIPTION
Van Steen
Gas Point Road Widening Project

EXHIBIT "A"

All that portion of real property situated in the northwest one-quarter of Section 9, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Michael Jack Van Steen, a single man, by deed recorded November 21, 1989 in Official Records Book 2540 at Page 67, Shasta County Records, described as follows:

PARCEL ONE
All that portion of real property lying northerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 44.00 feet southerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records

Being a portion of APN 087-030-016

PARCEL TWO
All that portion of real property lying northerly of a Right of Way line as shown on Exhibit B, attached hereto and made a part thereof, more particularly described as follows:

COMMENCING at a standard Shasta County centerline monument containing a 2" diameter brass disc stamped "SHASTA COUNTY SURVEYOR LS 8055" set at Engineer's Station "G" 60+38.75 PI of the centerline of monumentation of construction for a portion of Gas Point Road, filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records; THENCE South 89°31'09" West a distance of 506.42 feet to Engineer's Station "G" 55+32.33; THENCE leaving said centerline South 0°28'51" East a distance of 44.00 feet to a point on the westerly boundary of said conveyed parcel, said point lying 44.00 feet Right of Engineer's Station "G" 55+32.33, said point being the POINT OF BEGINNING of this description; THENCE South 83°33'51" East a distance of 87.05 feet to the beginning of a tangent curve concave southwesterly having a radius of 21.53 feet from which a radial line bears South 6°26'09" West; THENCE southeasterly along said curve a distance of 29.71 feet through a central angle of 79°03'36" to a point on the easterly boundary of said conveyed parcel, said point lying 74.35 feet right of Engineer's Station "G" 56+37.63, said point being the POINT OF TERMINATION of this description.

Being a portion of APN 087-030-017
EXHIBIT "B"

SCALE 1" = 40'

086-160-018
BENEDICT, MICHAEL D.
AND SHERRY L. JR.

"G" LINE
GAS POINT ROAD
CENTERLINE OF
MONUMENTATION
PER 58 LS 30

PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA

GAS POINT ROAD
N89'31'09"E

P.O.C.

N89'31'12"E 100.00'

STA:"G" 54+32.33
O/S: 44.00' RT.

STA:"O" 55+32.33
OFF:44.00' RT.

P.O.B.

STA:"G" 56+18.75
O/S: 54.49' RT.

L=29.70'
R=21.53'
\Delta= 79'03'36"

STA:"O" 56+37.63
OFF: 74.35' RT.

P.O.T.

087-030-016
VAN STEEN,
MICHAEL JACK

PARCEL ONE

087-030-017
VAN STEEN,
MICHAEL JACK

PARCEL TWO

BOARD OF SUPERVISORS REGULAR MEETING - March 6, 2018

Page 168 of 520
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 6, 2018
CATEGORY: Regular - Law and Justice-3.

SUBJECT:
Integrated Justice System Replacement

DEPARTMENT: District Attorney
Probation
Public Defender

Supervisorial District No.: ALL

DEPARTMENT CONTACT: Stephanie Bridgett, DA (530)245-6310; Tracie Neal, CPO (530)245-6200; Jeff Gorder, PD (530)245-7560

STAFF REPORT APPROVED BY: Stephanie Bridgett, District Attorney; Tracie Neal, Chief Probation Officer; Jeff Gorder, PD

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<th>Vote Required?</th>
<th>General Fund Impact?</th>
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<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
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RECOMMENDATION

Take the following actions to replace the aging public safety Integrated Justice System (IJS): (1) Receive a presentation about the IJS; (2) waive the formal competitive procurement requirements of Administrative Policy 6-101, *Shasta County Contracts Manual* and Shasta County Code 3.04.020 “Competitive Procurement” due to limitations on the source of supply and necessary restrictions in specifications, to purchase a new IJS public safety Case Management System; and (3) provide direction to staff.

SUMMARY

The current Integrated Justice System (IJS), a case management system utilizing JALAN software, is over two decades old and is considered a legacy system. Maintenance on this aging system is inefficient and involves escalating internal costs borne by the District Attorney, Probation, and Public Defender (County Partners). Shasta County Superior Court (Court), the other major IJS partner, is moving forward with replacement. Waiving competitive procurement requirements will allow the County Partners to negotiate the purchase of a system that meets all necessary standards.

DISCUSSION

The County Partners have been utilizing JALAN and its associated components for over two decades. The Sheriff’s Office also utilizes portions of the outdated legacy system via the Integrated Public Safety System (IPSS). On May 2, 2017, the Board approved an agreement for the Sheriff’s Office to partner with the cities of Anderson and Redding for a new replacement system from Spillman Technologies, Inc. at an estimated Sheriff’s Office cost of $1.5 million. As implementation occurs, there may be additional costs to meet Spillman system requirements and to provide interfacing for integration with systems used by the County Partners and the Court.
The County Partners, Court, and County IT representatives have been meeting sporadically as a group for several years regarding the current IJS and possible replacement. The Court is the current “lead” for IJS and has its own IJS analysts and programmers to administer and maintain the current IJS used by the Court and County Partners. The County Partners contribute funds monthly to the Court for Court IJS staff and services/supplies for ongoing maintenance and support of the IJS. County IT staff has been handling some County requests for IJS reports and is familiar with the ongoing challenges associated with the aging system.

In October 2015, the Court IJS contact indicated that the Court was interested in exploring options regarding the current IJS. The County Partners, Court, and County IT representatives began meeting again on a regular basis. In addition, the County Partners and County IT met frequently to discuss County options.

Research by the County Partners and County IT included obtaining and refining a master list of what public safety case management systems are being used in other counties, visiting other counties who have “in-house” systems (created in-house by county IT or modified versions of other products), participating in various vendor demonstrations, and requesting information from other counties. The following summarizes the options which were explored.

Option 1: Maintain Current IJS – This is not a feasible option due to the age/customization of the current IJS and is not an option when the Court moves forward with a new system:

- It is not a supportable platform and lacks reliable system processing.
- Over two decades, the Court has had to apply so many customizing modifications to the code, that the original vendor does not have the capacity to support Shasta’s IJS.
- The system requires a distinct requirement of specific RPG programing (Report Program Generator a IBM proprietary coding language) knowledge. Due to this programming language being antiquated, it is not feasible to expect to hire programmers. As recently as 2013, the Sheriff’s Office was unsuccessful in seeking programmers for the IPSS (a piece is also JALAN software).
- It is not user friendly due to its aged “green screen” and exhaustive amount of steps in order to function appropriately; it lacks operational process efficiency.
- State and Federal organizations continue to require detailed statistics, especially from Probation and the District Attorney’s Office, for grant opportunities and other funding formulas. Additionally, managers and supervisors require daily statistics in order to oversee and balance caseloads. A significant amount of staff time and other resources is needed to hand-count data or attempt to program the code to produce the requested information for revenue opportunities.
- If the local Court moves forward with a new system without County, the County Partners will have no computer system as, due to customization and integration of the current IJS, the County “pieces” cannot be separated from the Court “pieces.” Without a new system the District Attorney’s Office will not be able to function in its current state. Basic activities like charging and filing a case or generating subpoenas will all have to be done manually requiring a significant amount of additional staff that would far exceed the cost of a new system.

Option 2: Obtain an “In-house” System from Another County – This is not a feasible option due to the reality of the lack of IT programmers available to support and maintain it.

- If Shasta obtained an “in-house” system from another county, our County IT would have to hire programmers to support and maintain the system. The reality is that such programmers are difficult to recruit/hire/sustain. This would create an unstable system environment.
- Systems designed by other counties are customized to specific business processes which may not be the same as Shasta’s processes.
- Research did not yield an “in-house” system for the combination of District Attorney, Probation, Public Defender, and Court.

Option 3: Purchase “Off the Shelf” Case Management System – This is the most feasible and in County’s best interest for the long term.

- In August 2017, our local Court, partnering with nine other California courts, released an RFP to further identify a short list of four State-approved vendors to provide a replacement court case management system.
- Our local Court is moving forward with replacing their case management system and is choosing a vendor product which won’t work for County’s best interest because:
The product does not contain a separate probation module and does not include a custody module. The probation module is part of the Court module, which would require Probation to continue to rely on the Courts for system administration. Further, it would require the Probation Department to separate from the other County Partners. This would cost more in integration with the Court, Law Enforcement, and the rest of the County Partners.

The Attorney module is one year to one year and a half from going live. They currently have an outdated Windows-based product. The current product does not meet the District Attorney’s needs to go paperless.

The vendor has not developed their attorney case management system for a California law office, which would require more time in design and implementation.

The County Partners and County IT have participated in several demonstrations to review available vendor products. The County Partners have determined that Journal Technologies, Inc. provides a product in the County’s best interest because:

- Journal Technologies contains a specific module for each of the County Agencies and are integrated with each other.
- Journal Technologies has a long history in California and working with the Courts, District Attorney’s Offices, Probation Departments and Public Defenders offices.
- After an evaluation of numerous other case management systems, The Journal Technologies products best meets the needs of each agency out of the box.

To ensure integration capabilities, the County Partners, Court, and County IT will work collaboratively on a combined implementation plan. In order to exercise this option, the County Partners respectfully request that the Board waive the formal competitive procurement requirements of Administrative Policy 6-101, Shasta County Contracts Manual and Shasta County Code 3.04.020 to purchase a new IJS public safety case management system.

ALTERNATIVES

The Board may direct staff to conduct additional activities related to replacing the IJS.

OTHER AGENCY INVOLVEMENT

Due to the business need for successful interfacing, integration, and collaboration, the County Partners have involved the Executive Officer of the Shasta County Superior Court and Shasta County Sheriff in discussions about this replacement opportunity. The Support Services, Purchasing Division has reviewed the recommendation. The Chief Information Officer supports the recommendation. The recommendation has been reviewed by the County Executive Officer and County Chief Financial Officer.

FINANCING

A minimum of $750,000 of the Sheriff’s Office cost to replace the aging IPSS came from public safety reserves (comprised of unused Proposition 172, Public Safety General Purpose Reserves, and General Fund, which fall to public safety reserves fund balances to support future operations). It is anticipated that public safety reserves would also fund the IJS replacement. However, this is dependent upon also having sufficient reserves or other resources to support ongoing costs of the public safety departments. The Sheriff’s Office also utilized AB 109 and Homeland Security Grant funds for the IPSS replacement. At this time, AB 109 revenue and reserves are being utilized for various programs, services, and numerous staff to reduce recidivism and are subject to use approval by the Community Corrections Partnership Executive Committee.

For FY 2017-18, the County Partners contribute $365,340 to the Court for maintenance and support of the IJS. Ideally, once a new system is in place and the old system is gone, these funds can be used instead for annual maintenance, licensing, and support of the new system. However, this depends on the decisions made during the transition and implementation of the new system. Although it’s difficult to quantify operational savings, the DA estimates a potential savings of $200,000 annually due to the efficiencies provided by a new system after its full implementation. While actual cost savings are not anticipated for the
Probation Department the efficiencies gained by a new system and the ability to better track case management of offenders will allow officers to spend more time working with offenders which will in turn increase community supervision, offender accountability, and referrals to treatment services.

The one-time estimate to replace IJS using the Journal Technologies, Inc. product is $638,250, but the County plans to negotiate to pay this over time to the vendor. The information from the vendor at this time is that there is no payment due at the time of signing the agreement. The County Partners will explore other financing options with the Auditor-Controller and County Chief Financial Officer. There is also an estimated $210,000 in license and maintenance fees which would become an annual cost as with any software/hardware system. Additionally, a one-time estimated cost range is $70,000 to $100,000 for County IT involvement to implement the system for District Attorney, Probation, and Public Defender. The ongoing estimated cost range, including District Attorney, Probation, and Public Defender for County IT involvement is $45,000 to $60,000. The final costs are unknown until agreement negotiations are completed and an agreement is brought to the Board in the future for consideration. There is no additional General Fund impact associated with this recommendation as costs associated with negotiating an agreement are included in the affected departments’ FY 2017-18 Adopted Budgets.
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 6, 2018
CATEGORY: Regular - Law and Justice-4.

SUBJECT:
Ratification of Proclamation of Local Emergency

DEPARTMENT: Sheriff

Supervisorial District No.: 2

DEPARTMENT CONTACT: Anthony Bertain, Lieutenant, (530) 245-6095

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff

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RECOMMENDATION

Adopt a resolution which ratifies the Shasta County Director of Emergency Services’ February 28, 2018 proclamation of a local emergency and find that there is a need for continuing the local emergency until no longer needed, subject to Government Code 8630(c) review requirements.

SUMMARY

Pursuant to California Government Code Section 8630(a), any proclamation of local emergency made by the Director of Emergency Services’ shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors. The recommended action will ratify the Director of Emergency Services’ February 28, 2018 proclamation of such local emergency.

DISCUSSION

On February 26, 2018, explosive materials of an unknown age and unknown stability were identified at associated outbuildings located in close-proximity to a residential structure located at 5747 Happy Valley Road, Anderson, in an unincorporated area of the County of Shasta (the “Property”). The Shasta County Explosive Ordinance Disposal (EOD) team evaluated the discovery and determined that stockpiles of highly explosive materials and associated materials (Materials) were stored on the Property.

Further evaluation by the EOD team on February 27, 2018 resulted in the decision to order mandatory evacuations within a ½ mile radius of the Property as remediation and disposal of the Materials were undertaken by the EOD team. Approximately 150 pounds of explosives were safely destroyed by the EOD team, however there remains approximately 150 to 200 pounds of Materials at the Property. These Materials are in an extremely cramped and cluttered environment which makes for investigation, remediation, safe removal, and other safety problems that require the continuing application of multiple local, state, and possibly federal resources.
A determination was made to secure the Property and lift the mandatory evacuations as the EOD team in conjunction with our local and state partners evaluate and develop a remediation plan to render the Property safe. Such plans will likely require future mandatory evacuations similar to that ordered on February 27, 2018 and until such time that the Property is rendered safe it is recommended that the proclamation of local emergency be continued.

**ALTERNATIVES**

There are no recommended alternatives.

**OTHER AGENCY INVOLVEMENT**

Other agency involvement has included, but is not limited to, the Shasta County Department of Public Works, Shasta County Resource Management, Shasta County Fire/Cal Fire, California Highway Patrol, Redding Police Department, California Office of Emergency Services, County Counsel, Shasta County Administration, and the Shasta County Board of Supervisors.

**FINANCING**

This incident is ongoing and costs/cost estimates have not been established. Staff will pursue all available options for cost recovery if such options are available; however, it is anticipated that there will be an impact to the General Fund due to the amount of County resources needed to mitigate and make safe this residential property.

**ATTACHMENTS:**

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<th>Description</th>
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<td>Resolution to Ratify Proclamation of Local Emergency</td>
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<td>Resolution to Ratify Proclamation of Local Emergency</td>
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<td>Feb 28, 2018 Proclamation of Local Emergency</td>
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RESOLUTION NO. 2018-______

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
RATIFYING THE PROCLAMATION OF A LOCAL EMERGENCY
AND RESOLUTION REQUESTING THE GOVERNOR TO
PROCLAIM A STATE OF EMERGENCY

WHEREAS, Section 2.72.060, Shasta County Code of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency if the board of supervisors is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta, in that on February 26, 2018, unexploded ordnance of an unknown age and unknown stability was identified at associated outbuildings located in close-proximity to a residential structure located at 5747 Happy Valley Road, Anderson, in an unincorporated area of the County of Shasta (the “Property”); and

WHEREAS, the Shasta County Explosive Ordnance Disposal (EOD) team conducted a preliminary evaluation and determined that stockpiles of highly explosive materials and associated materials were discovered at the Property; and

WHEREAS, assessment by the EOD team found that these large quantities of varied volatile and potentially explosive materials are deteriorated and unstable and these varied volatile and potentially explosive materials are in an extremely cramped and cluttered environment, presenting investigation, remediation, safe removal, and other safety problems that require the continuing application of multiple local, state, and federal resources; and

WHEREAS, the highly explosive, unstable materials that have been identified create an ongoing condition of extreme peril directly endangering persons and property within the unincorporated areas of the County and at the time of this proclamation there are still unknowns that may necessitate even broader cross-jurisdictional mutual aid and assistance; and

WHEREAS, the Board of Supervisors was not in session and the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the discovery of these highly explosive materials and associated materials on February 28, 2018 at 3:50 p.m.; and

WHEREAS, the Board of Supervisors does hereby find that the aforesaid conditions of extreme peril that directly endangers persons and property within the unincorporated areas of the County did warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Shasta County Board of Supervisors ratifies the proclamation of a “local emergency” by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of
Resolution No. 2018-_______
Page 2

California. The Shasta County Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until its termination is proclaimed by the Shasta County Board of Supervisors.

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances and resolutions of this county approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

DULY PASSED AND ADOPTED this ______day of ________________, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ________________________________
Deputy
WHEREAS, California Government Code Section 8630 and Shasta County Code Section 2.72.060 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

WHEREAS, the Shasta County Board of Supervisors is not in session and cannot immediately be called into session; and

WHEREAS, this Proclamation of Local Emergency will be ratified, and as necessary reaffirmed, by the Board of Supervisors pursuant to applicable laws; and

WHEREAS, the Director of Emergency Services of the County of Shasta hereby finds:

1. On February 26, 2018, at approximately 4:00 p.m. unexploded ordinance of an unknown age and unknown stability was identified at associated outbuildings located in close-proximity to a residential structure located at 5747 Happy Valley Road, Anderson, in an unincorporated area of the County of Shasta (the “Property”).

2. The Shasta County Explosive Ordinance Disposal (EOD) team responded to the residence and made a preliminary evaluation and determined that stockpiles of highly explosive materials and associated materials were discovered at the Property.

3. It has been determined by local EOD teams that the outbuilding on the Property, contains large quantities of varied volatile and potentially explosive materials which are deteriorated and unstable.

4. It has also been determined that the large quantities of varied volatile and potentially explosive materials are in an extremely cramped and cluttered environment, presenting investigation, remediation, safe removal, and other safety problems that require the continuing application of multiple local resources and potentially other local, state, and federal resources.

5. The highly explosive, unstable materials that have been identified create an ongoing condition of extreme peril which is a clear and present danger to persons and property within the unincorporated areas of the County and at the time of this proclamation there are still unknowns that may necessitate even broader cross-jurisdictional mutual aid and assistance.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists in Shasta County pursuant to Government Code Section 8630 and other applicable laws; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the county shall be those prescribed by state law, and by ordinance and resolutions of
Proclamation of a Local Emergency by
Director of Emergency Services
and Request of the Governor to Proclaim a State of Emergency

this county approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors; and,

IT IS FURTHER RESOLVED that Sheriff Tom Bosenko, Director of Emergency Services, or his representative is hereby designated as the authorized representative of the County of Shasta for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

COUNTY OF SHASTA

Dated: February 28, 2018
Time: 1530 HRS

Tom Bosenko, Sheriff-Coroner
Director of Emergency Services
County of Shasta
State of California
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 6, 2018
CATEGORY: Regular - Public Works-5.

SUBJECT:
GoShasta Active Transportation Plan

DEPARTMENT: Public Works
Resource Management
Health and Human Services Agency-Public Health

Supervisiorial District No. : All

DEPARTMENT CONTACT: Patrick J. Minturn, Public Works Director (530) 225-5661

STAFF REPORT APPROVED BY: Public Works Director, Director of Resource Management, HHSA Branch Director-PH

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RECOMMENDATION

Regarding the GoShasta Regional Active Transportation Plan (Plan) adopt a resolution which: (1) Finds the Plan exempt from the California Environmental Quality Act (CEQA) in conformance with Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Plan may have a significant effect on the environment; (2) finds the Plan consistent with the Shasta County General Plan; (3) finds the Plan in compliance with the provisions of the California Streets and Highways code Chapter 8 of Division 3, et seq.; and (4) approves the Plan.

SUMMARY

A long-range bicycle and pedestrian plan is proposed.

DISCUSSION

The GoShasta Plan (Plan) is a blueprint for walking and cycling infrastructure in Shasta County. The Plan was developed by Shasta Regional Transportation Agency (SRTA) staff in cooperation with the GoShasta Steering Committee, Citizen’s Advisory Committee and local partner agencies. The Plan was refined through public workshops, walk audits, online management tools, and circulation of draft documents. Nearly 700 public comments were received. The Cities of Anderson and Shasta Lake have adopted the Plan. The City of Redding has developed a complimentary plan within their jurisdiction.

The Plan incorporates traffic and collision analyses, facility assessments and recommended best practices for pedestrian and bicycle planning and design. The Plan goals are to increase active transportation mode share for all ages and abilities and to increase the safety and comfort of these facilities. These investments will promote healthy, vibrant, sustainable people-centered communities. The Plan is consistent with the Goals, Objectives and Policies of the County General Plan and will assist local agencies in coordinating regional projects.
The Plan is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3) of the State CEQA Guidelines. The Plan does not directly lead to the development of infrastructure projects.

**ALTERNATIVES**

The Board may direct modifications to the proposed Plan or decline to approve a plan at this time. State Active Transportation Program (ATP) funding is conditional upon adoption of an active transportation plan.

**OTHER AGENCY INVOLVEMENT**

The Cities of Anderson and Shasta Lake have adopted the Plan along with the SRTA Board of Directors. Resource Management, Public Works and Health & Human Services Agency/Public Health Branch were involved in Plan development. County Counsel has approved the resolution as to form. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Adequate funds to participate in Plan development were included in the Adopted 2017-18 budgets for the various County departments. Non-motorized projects may be constructed with ATP grant funding. Roadside pathways may be maintained through the Road Fund in conjunction with the adjoining roadways. Independent corridors may require dedicated funding streams for maintenance. There is no General Fund Impact related to the current recommended action.

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<td>3/1/2018</td>
<td>GoShasta Active Transportation Plan Resolution</td>
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<td>Exhibit A: GoShasta Active Transportation Plan (Final Draft)-Part 1</td>
<td>3/1/2018</td>
<td>Exhibit A: GoShasta Active Transportation Plan (Final Draft)-Part 1</td>
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<tr>
<td>Exhibit A: GoShasta Active Transportation Plan (Final Draft)-Part 2</td>
<td>2/23/2018</td>
<td>Exhibit A: GoShasta Active Transportation Plan (Final Draft)-Part 2</td>
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RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ADOPTING THE GOShASTA ACTIVE TRANSPORTATION PLAN

WHEREAS, the Board of Supervisors of the County of Shasta has considered adoption of the GoShasta Regional Active Transportation Plan, in accordance with the provisions of Chapter 8 of Division 3 of the California Streets and Highways Code; and

WHEREAS, the draft GoShasta Regional Active Transportation Plan was developed through careful consideration of data and community input concerning walking and biking within the Shasta Region; and

WHEREAS, various affected public and private agencies and County departments were involved throughout the development of the GoShasta Regional Active Transportation Plan and were afforded the opportunity to review and comment; and

WHEREAS, public involvement and guidance was provided through a Citizen Advisory Committee along with Phase I (January 2017 – February 2017) and Phase II (October 2017) public outreach efforts; and

WHEREAS, the County wishes to promote and encourage bicycle and pedestrian transportation opportunities and obtain funding to construct necessary facilities; and

WHEREAS, the Board of Supervisors received and reviewed the GoShasta Regional Active Transportation Plan and resolution as well as a report prepared by the Shasta County Planning Division, Department of Public Works and Department of Health and Human Services Agency-Public Health Branch; and

WHEREAS, the Board of Supervisors conducted a regularly scheduled meeting on March 6, 2018, to consider the Plan and resolution, the finding of General Plan Consistency, as well as written and oral testimony from the public and public agencies and the recommendation of Staff.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Shasta, finds that:

A. The GoShasta Regional Active Transportation Plan complies with the provisions of the California Streets and Highways Code Chapter 8 of Division 3, et seq.

B. The GoShasta Regional Active Transportation Plan (the “Plan”) is exempt from the California Environmental Quality Act (CEQA), in accordance with Section 15061(b)(3) of the State CEQA Guidelines, in that it can be seen with certainty that there is no possibility that the Plan may have a significant effect on the environment.
C. The GoShasta Regional Active Transportation Plan is consistent with the Shasta County General Plan.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta adopts the GoShasta Regional Active Transportation Plan, which is attached hereto and incorporated herein as Exhibit A.

DULY PASSED AND ADOPTED this 6th day of March, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By ____________________________
Deputy
GoShasta
Regional Active Transportation Plan

DRAFT January 2018
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How to use this Plan

This Plan was designed for use by practitioners, SRTA staff, jurisdictional partners, and the general public. The table below offers a quick reference for some of the topics that may be of most interest to readers:

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Programs and Recommendations</td>
<td>15-25</td>
</tr>
<tr>
<td>Wayfinding</td>
<td>19-20</td>
</tr>
<tr>
<td>Existing and Proposed Bike Parking</td>
<td>20-21</td>
</tr>
<tr>
<td>Bike and Pedestrian Connections with Transit</td>
<td>23</td>
</tr>
<tr>
<td>Proposed Pedestrian Facilities</td>
<td>27-39</td>
</tr>
<tr>
<td>Proposed Bicycle Facilities</td>
<td>40-50</td>
</tr>
<tr>
<td>Implementation Plan</td>
<td>53-60</td>
</tr>
<tr>
<td>Project Lists</td>
<td>54-56</td>
</tr>
<tr>
<td>Community Outreach Completed for the Plan</td>
<td>Appendix A</td>
</tr>
<tr>
<td>Bicycle and Pedestrian Collisions and Analysis</td>
<td>Appendix B</td>
</tr>
<tr>
<td>Existing Pedestrian Facilities</td>
<td>Appendix B</td>
</tr>
<tr>
<td>Existing Bicycle Facilities</td>
<td>Appendix B</td>
</tr>
<tr>
<td>Estimated Bicycle and Pedestrian Demand</td>
<td>Appendix D</td>
</tr>
</tbody>
</table>
**Introduction**

The GoShasta Regional Active Transportation Plan (ATP) presents a visionary, yet implementable plan that will strategically guide the development of programs and infrastructure for walking, bicycling, and connecting to transit in the Shasta Region. This ATP builds upon the public's support and enthusiasm for developing a connected network of active transportation facilities throughout the Shasta Region.

Improving bicycle and pedestrian connections throughout the region supports active transportation, links to transit, and provides people with viable means to travel longer distances without using a car. Improved connections also provide more opportunities for recreational riding, walking for exercise, and building a healthy, more economically competitive community. In addition to infrastructure recommendations, this plan also provides recommendations for support programs and initiatives to encourage people to walk, bike, and ride transit.

This ATP presents projects and action lists for Shasta County and the incorporated cities of Anderson and Shasta Lake. The GoShasta ATP and the City of Redding ATP (2018) were developed jointly to maximize regional connectivity and to coordinate on active transportation policies and programs. The GoShasta ATP provides a regional vision and recommendations developed with local jurisdictions. The COR ATP, borne out of the same planning effort, hones in on a vision unique to the city's needs. It relies on city-specific goals and actions to realize the city’s vision. Both plans reference and support each other.

The funding for this ATP was provided by the California Transportation Commission’s Active Transportation Program.
This chapter provides a summary of the current status of active transportation in the Shasta Region, a vision for the future, and a blueprint to achieve this vision. The vision of a connected and attractive regional active transportation network will be fulfilled through collaborative effort between the Shasta Regional Transportation Agency (SRTA), local jurisdictions, Caltrans, and other partners who are focused on expanding transportation and recreational options for a healthy and economically vibrant Shasta Region.

The regional active transportation network is made up entirely of routes owned, operated, and maintained by partner agencies. Key routes interconnecting the region will be designated as Trunk Lines—a network of high quality facilities for all ages and abilities that connect to activity centers throughout the region (see page 5).

### Where We Are Today

#### Bicycle and Pedestrian Data

The following section provides a snapshot of the data around walking and biking within the Shasta Region, both for recreational and utilitarian trips. This data provides an understanding of current conditions and is a basis for evaluation.

According to the 2015 5-Year American Community Survey, two percent of residents in the Shasta Region walk to work, and one percent bicycle to work. The American Community Survey also found that seven percent of residents do not own vehicles.

The following table provides an overview of the existing bikeways by mileage and facility type in the incorporated cities of Anderson, Shasta Lake, and Redding as well as Shasta County.

While Table 1.1 demonstrates that there have been significant investments in bicycle infrastructure in the Shasta Region, these facilities are generally not well-connected, which diminishes their utility as a transportation network. There has also been substantial investment in the pedestrian network, including sidewalks, curb ramps, shared-use paths, paved shoulders and other features that facilitate walking. However, like with the bikeway network, the pedestrian network is incomplete with gaps in sidewalks and walkways. A need also exists for safer street crossings and features, such as sidewalk buffers and street trees, to make walking more comfortable.

The California Highway Patrol collects and organizes data about traffic crashes into a database called the Statewide Integrated Traffic Records System (SWITRS). This data can be used by communities to better understand the locations and types of collisions that are occurring. According to the 2012 SWITRS Annual Report, the Shasta Region had the highest bicycle and pedestrian fatality rates per 100,000 people in the 20 northern-most counties in California.

The state of California supports investment in biking and walking by funding programs such as the Active Transportation Program and the Affordable Housing and the Sustainable Communities Program. Because many California communities are interested in implementing active transportation projects, there is strong competition for these funds.

SRTA plans to continue to support its partners’ efforts to build a connected and safe active transportation network while also being more purposeful and strategic in how it allocates its limited resources. Such an approach will allow the region to be more competitive in seeking state funding as well as to achieve the greatest impact to the safety, accessibility, and appeal of active transportation.

<table>
<thead>
<tr>
<th>Bikeway Facility</th>
<th>Anderson</th>
<th>Shasta Lake</th>
<th>Redding</th>
<th>Shasta County</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared-Use Path</td>
<td>1.59</td>
<td>0.93</td>
<td>32.09</td>
<td>17.89</td>
<td>52.50</td>
</tr>
<tr>
<td>Buffered Bike Lane</td>
<td>–</td>
<td>–</td>
<td>5.83</td>
<td>–</td>
<td>5.83</td>
</tr>
<tr>
<td>Bike Lane</td>
<td>4.23</td>
<td>10.85</td>
<td>29.41</td>
<td>7.70</td>
<td>52.20</td>
</tr>
<tr>
<td>Bike Route</td>
<td>1.06</td>
<td>4.21</td>
<td>46.48</td>
<td>15.21</td>
<td>66.96</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>6.88</strong></td>
<td><strong>15.98</strong></td>
<td><strong>113.82</strong></td>
<td><strong>40.80</strong></td>
<td><strong>177.49</strong></td>
</tr>
</tbody>
</table>

Table 1.1. Existing Mileage of Bikeway Facilities by Community
Where We Want to Be

Active Transportation Vision
Healthy, appealing, and a competitive alternative to driving: This is the vision for active transportation and recreation in the Shasta Region. High quality bicycle and pedestrian facilities, combined with a range of support programs, will provide low-cost mobility options and equitable access to economic opportunities and physical activity.

Active transportation policy, actions, and investments will be strategic tools in establishing more vibrant, sustainable, people-centered communities. Active transportation will contribute to local economies, and the Shasta Region will be viewed as a destination for active transportation enthusiasts and entrepreneurs. Community advocacy groups will work side-by-side with local, regional, and state agencies to advance bicycling and walking in the Shasta Region.

Active Transportation Values
SRTA and its partners will strive for solutions that embody the following values in every program, policy, and action:

- Equitable access, for people of all ages and abilities, to comfortable, low-stress, connected bikeways and walkways
- Equitable access to low-cost physical and economic mobility via bicycles, support programs, education, and employment
- Integration of active transportation into everyday life
- Reduction of transportation-induced impacts, including air pollution, roadway runoff, and climate change
- Investment in active transportation and people-centered development as a reflection of where the region wants to be
- Vibrant, engaging communities
- Protection of and respect between users of all modes of transportation
- Active transportation as a source and tangible symbol of community pride

How We Will Get There

Getting the Shasta Region from where it is today to where we want it to be requires vision, planning, coordination, partnership, investment, and resolve. Until recently, the region has had an incremental and reactive approach to active transportation project implementation. For example, most new safety projects were initiated after collisions occurred that resulted in serious injuries or fatalities.

Recently, local jurisdictions have taken more proactive steps to expanding the active transportation network. Examples include:

- Implementing active transportation improvements through routine resurfacing projects
- Slowing down vehicle speeds by redesigning streets
- Partnering with SRTA and private developers to include the construction of high quality separated bikeways with the approval of mixed-use developments

Parallel to state and local agency efforts to maintain and expand the active transportation network, SRTA will continue to offer these partners technical support and strategically invest its resources on high-impact projects. Through partner agency implementation of regional Trunk Lines, locally-focused connectivity projects and targeted action lists, SRTA and its local partners will create a safe, intuitive, and appealing active transportation network that prevents active transportation-related traffic fatalities and serious injuries.

Regional Trunk Line System
SRTA is working with partner agencies on a project-by-project basis to identify a system of Trunk Lines which are intended to be high quality active transportation facilities that provide a high comfort experience for walking and bicycling between communities and activity centers (see Figure 1.1). Trunk Lines will serve people of all ages and physical abilities, and in doing so are expected to attract higher numbers of people who choose to walk or bike for all trip purposes.
Figure 1.2 illustrates the conceptual Trunk Lines that will extend throughout Shasta County. These lines depict the general connections between Strategic Growth Areas and activity centers. Destinations outside of the region are also shown; SRTA envisions that, in the future, these Trunk Lines will connect other regions as well.

Rough conceptual trunk line alignments have been approved by local agencies, and active transportation advisory groups involved in the development of this ATP. Local agencies, in consultation with neighboring jurisdictions and SRTA, will determine the most suitable precise alignment of each trunk line as implementation of projects progresses. Projects identified in the project lists (see Chapter 4) may comprise a Trunk Line; however, different projects may be substituted if local jurisdictions determine that new conditions warrant a change. Trunk Line facilities are expected to be more expensive than traditional biking and walking facilities. SRTA will prioritize its funding for local agencies to implement this trunk line system and direct connections to this system. Regional dollars can also be leveraged and used as a match for state and federal funding. See Chapter 4 for more about funding.

1 Strategic Growth Areas (SGAs) are identified in the Sustainable Communities Strategy portion of the 2015 Regional Transportation Plan. SGAs are areas planned for higher population and employment densities that support a range of practical mobility alternatives, thus reducing vehicle miles traveled and associated greenhouse gas emissions.
Chapter 1: Policy and Action Framework

GOSHASTA ACTIVE TRANSPORTATION PLAN

Figure 1.2. Potential Trunk Line Alignments.

Bicycle Facility Level of Comfort*

* The scale of comfort shown assumes a less confident person riding a bicycle on a bike facility on a street with higher motor vehicle speeds and traffic volume.
Designs for active transportation infrastructure are quickly evolving. Design guidance for these types of facilities can be found in the following documents:

- **Federal Highway Administration (FHWA)’s Separated Bike Lane Planning and Design Guide**
- **Massachusetts Department of Transportation (MassDOT) Separated Bike Lane Planning and Design Guide**
- **Caltrans’ Design Information Bulletin 89 Class IV (Separated Bike Lane) Bikeway Guidance**

**Figure 1.3. Example of a shared-use path in Minneapolis, MN.**

**Trunk Line Characteristics**

Due to their nature as high quality, premium bicycle and pedestrian facilities, Trunk Lines should exceed the minimum standards referenced in the aforementioned design manuals; doing so will make these projects more competitive for regional non-motorized funding.

Potential characteristics of Trunk Lines include the following design elements.

- Vertical separation between motor vehicles and active transportation users
  - Grade separation between modes (vehicles, bicyclists, pedestrians, equestrians [if applicable])
  - Intermittent planter barriers, curbs, or K-rails
  - Plastic bollards

**Figure 1.4. Example of a high quality bicycle facility in Indianapolis, IN.**
Chapter 1: Policy and Action Framework

- Buffer between open car doors and moving vehicles in an adjacent lane
- Intersection shading for cyclists and pedestrians (tree canopy, structure, canvas sail, solar grid, etc.)
- Path lighting
- Traffic control devices including signals with active transportation phases or prioritized movements
- Reduced wait times for pedestrians and bicyclists at signals
- Enhanced active transportation detection at signals (video, embedded detection, curbside crossing buttons) to trigger traffic control devices, warning lights, and visibility lighting
- Automated traffic enforcement at high risk intersections
- Single lane roundabouts
- Conflict zones marked with green paint
- Enhanced mid-block crossings (rectangular rapid flashing beacons or pedestrian hybrid beacons)
- Cycling traffic separated from transit traffic and pedestrian queuing using transit passenger islands
- Wayfinding signs
- Adequate secure bicycle parking
- Drinking fountains, waste bins, public restrooms, benches at key junctions
- Integration of artistic, cultural, and/or historical elements unique to the region

Trunk Lines should, wherever appropriate, include “green street” features. These features may be found along sidewalks, as horizontal and vertical separation between transportation modes, and in medians, chicanes, curb extensions, planting strips, and other treatments as a way to slow stormwater and filter contaminants before entering waterways. Examples include:

- Street trees (systematic planting for the development of tree canopies)
- Bioswales
- Infiltration basins
- Permeable pavement
- Plantings

Where a Trunk Line section includes a Class III Bicycle Boulevard, traffic calming and other design elements should be introduced to enhance comfort and safety. Examples include:

- Chicanes
- Raised crosswalks or speed tables
- Diagonal, median, or full diverters
- Curb extensions
- Neighborhood traffic circles
- Mid-block chokers
- Pavement markings
- Median crossing islands

Local Connectivity Routes

Because Trunk Lines will not serve all destinations within the region, connections to and from the Trunk Line system will be provided through local connectivity routes. Local connectivity routes may consist of a range of facility types. For bicycles, these routes may be bike lanes, buffered bike lanes, separated bike lanes, shared-use paths, or shared roadways with low vehicle volumes and speeds. For pedestrians, these routes may consist of sidewalks, shared-use paths, or paved shoulders in less developed parts of the region. Local connectivity routes that directly link to a trunk line and maximize the level of comfort to the extent feasible will be better candidates for receiving regional funding.
Themes
This ATP framework has been guided by and organized by the following themes, shown at right.

Each theme includes an action list for SRTA and an associated action list for, and developed in coordination with, the city of Anderson, city of Shasta Lake, and Shasta County.

Regional Action List
At the regional level, SRTA will focus on funding local agency projects that have regional significance and can increase the number of people safely walking, bicycling, and connecting to transit. The action items also reference SRTA’s technical assistance opportunities and partnership opportunities with agencies that promote active transportation education and encouragement.

Local Action Lists
These action lists for city of Anderson, the city of Shasta Lake, and Shasta County have been developed by the municipalities and County in coordination with SRTA. The city of Redding developed an action list as part of the joint GoShasta Regional ATP and city of Redding ATP planning process (see the City of Redding ATP for more details).

Local agency action lists are tailored to each community and are focused on improving the walking, biking, and transit experience in that community. Improvements within communities will link with the regional active transportation network.

As progress is made, SRTA and local agencies will continue to consult, inform, and collaborate with the public. Occasionally, specific local and regional actions may require partnership and collaboration with state or federal agencies, Native American Tribes, the Union Pacific Railroad, non-profit organizations, or other private entities.

Performance Measures
Along with completing the actions presented on the following pages, the following performance measures will be used to evaluate the progress of the ATP.

Table 1.2. ATP Performance Metrics

<table>
<thead>
<tr>
<th>Performance Measures</th>
<th>Measure 1</th>
<th>Measure 2</th>
<th>Measure 3</th>
<th>Measure 4</th>
<th>Measure 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active transportation modal split for the region and for Strategic Growth Areas</td>
<td>Miles of active transportation facilities accessing transit stops and schools (up to ¼ walking approach-miles and ½ cycling approach-miles possible per transit stop and school on any one facility in each direction) in Strategic Growth Areas</td>
<td>Miles of low-stress bike facilities (shared-use paths and separated bike lane) in Strategic Growth Areas</td>
<td>Number of collisions resulting in serious injuries and fatalities in Strategic Growth Areas</td>
<td>Average daily vehicle miles traveled per household in Strategic Growth Areas</td>
<td></td>
</tr>
</tbody>
</table>
Theme 1 - Increase Active Transportation Mode Share

SRTA's Action List

- Amend the SRTA Non-Motorized Program guidelines to prioritize funding for local agency active transportation facilities on Trunk Lines.
- Advertise a call for projects of various sizes for local agency implementation of the GoShasta regional trunk line network (see Regional Trunk Line section).
- Support the Redding Area Bus Authority (RABA) in integrating active transportation connections to transit as part of the next short-range transit plan.
- Identify a range of potential new active transportation funding mechanisms for consideration by the SRTA Board of Directors.
- Place non-infrastructure obstacles or deterrents to active transportation on agendas for routine meetings with partner agencies and community organizations.
- Coordinate with partner agencies and organizations to provide an accessory brochure to SRTA's “Need-A-Ride” transit brochure; include information on bicycling, walking, carpooling/car-sharing, popular commuter routes, contact information for bike trains, walking school buses, rideshare, cycling clothing, etc.
- Improve and expand active transportation data collection at project locations by adding it to the regional traffic data collection program and release crowd sourcing app, as part of a pilot program, to augment traffic counts.
- Maintain an inventory of current and planned bicycle and pedestrian facilities, amenities, and safety data and strive to ensure quality of data.
- Partner with a for-profit or non-profit organization to secure grant funding for the development and contracted operation of a bike share system.
- Introduce programmatic support associated with affordable housing and Strategic Growth Area projects (e.g., free/discounted memberships with bike share and transit).
- Improve coordination of information between jurisdictions regarding transit, bicycle, and pedestrian improvements:
  - Update Social Services Transportation Advisory Council bylaws to include two new, permanent members to serve as active transportation representatives on the council.
  - Update SRTA's Non-motorized Program to include active transportation connections to/from transit.
  - Introduce public review and prioritization of key transit stops into SRTA's unmet transit needs process to inform the transit access component of SRTA's non-motorized program.
- Implement the Five D's (see page 13 for more information on Five D’s in SGAs).

City of Shasta Lake’s Action List

- Collaborate with SRTA and Shasta County Public Health to develop and implement a Multimodal Awareness Program (to increase awareness and respect among users of the road).
- Inventory complete street needs (infrastructure and right-of-way):
  - SR 151 – for circulation, emergency routes, and routes to infrastructure (water, dam, electric grid, and waste water treatment plant)
  - Circulatory Streets
  - Streets accessing public uses – schools, parks, public building, public services (clinic, etc.)
  - Neighborhood through streets
  - Determine right-of-way needs for complete streets
  - Assess associated drainage infrastructure limiting complete street construction
  - Identify gaps in right-of-way, infrastructure, and funding
- Inventory off- street bike and walking paths.
- Coordinate data collection, including use with other partners.
Create a GIS map inventory of improvements and lack of improvements noted above.

Prioritize needs for access by residents, visitors, and commercial/industrial users.

Determine partners for improvements and matching needs/funds.

Review possible resources (financial and soft cost) to provide complete streets including project adjacency, regional, and emergency needs.

Assess bus route use compared to user needs.

Hold public workshops to provide complete street and bus information and identify public’ needs compared to gaps in inventory.

Provide technical assistance and support of Caltrans local funding for SR 151 and roads intersecting and/or accessing SR 151.

Shasta County’s Action List

Partner with local organizations/agencies to implement campaigns, challenges, and strategies that encourage more people to utilize walking and bicycling for transportation. (Public Health)

Develop and implement a Multimodal Awareness Program (to increase awareness and respect among users of the road) in collaboration with SRTA and partner agencies. (Public Health)

Identify opportunities to incorporate GoShasta implementation into local agency development review process and impact fee programs, for consideration by Board of Supervisors. (Dept. of Public Works (DPW) and Planning)

Mitigate physical barriers (waterways, railways, highways) where intersecting with active transportation network. (DPW)

Fill gaps in the regional trunk line system and the wider active transportation network. (DPW)

Coordinate with SRTA on the collection of bicycle and pedestrian data. (DPW)

Partner with SRTA to build more bicycle and pedestrian facilities. (DPW)

City of Anderson’s Action List

Collaborate with SRTA and Shasta County Public Health to develop and implement a Multimodal Awareness Program (to increase awareness and respect among users of the road).

Identify opportunities to incorporate GoShasta implementation into local agency development review process and impact fee programs, for consideration by respective council/board.

Avoid physical barriers (waterways, railways, highways, and extreme topography) or, if need be, address them when they intersect with the active transportation network.

Fill gaps in the regional trunk line system and the wider active transportation network.

Coordinate with SRTA on the collection of bicycle and pedestrian data.
Theme 2 - Increase Safety and Comfort of Active Transportation Users

SRTA’s Action List

- Provide planning funds and/or technical assistance to local agencies to address collision-prone locations on Trunk Lines (see Regional Trunk Line section) and throughout the active transportation network in a manner that minimizes potential conflicts.
- Coordinate with local agencies on developing a regional, online tool for tracking safety concerns reported directly from the public or routed from similar tools used by local agencies.
- Provide technical and administrative support to partner agencies and organizations on the maintenance of the Safe Routes to School program and other programs that provide community education, training, and distribution of safety equipment.
- Partner with local agencies to establish a program of consistent wayfinding signs/markings across jurisdictional boundaries.
- Develop a regional procurement program for active transportation amenities such as benches, bicycle parking, etc. (see Regional Trunk Line section).
- Partner with applicable organizations to brand Trunk Lines via artistic/cultural/historical enhancements into local agency active transportation projects (e.g., historical signs/markers along the regional trunk line proposed for alignment with the old beltline to Shasta Dam, Old 99 Trail, etc.) to add to the cultural appeal and comfort of these high quality facilities and boost project competitiveness for discretionary grant funding.

City of Shasta Lake’s Action List

- Establish routine meetings with the county sheriff’s office to receive and discuss their active transportation collision reports, as well as CHP SWITRS reports, to address traffic hazards and potential projects to improve safety.
- Assess bus routes for ancillary needs like shelters, adjacent parking areas, signage, lighting and landscaping.
- Assess crossings—formal and informal—for all ATP users. Identify issues for correction.
- Inventory and analyze impediments to people walking and riding bicycles.
- Identify volunteer organizations that can assist in public knowledge and where possible construction of amenities.
- Map transit routes and stops in comparison to street circulation and user needs identified above.
- Inventory parking available to ATP users.
- Engage ATP users including visitors. Use multiple means of engagement including surveys, walk/bike days, utility inserts and notices, door-hangers, and other forms of contact (group meetings including those for special populations like seniors, non-English speaking, and disabled).
- Consult with neighboring jurisdictions and SRTA when projects, programs, or actions/policies have the potential to either impact the neighboring jurisdiction or adversely impact the user experience when transitioning from one jurisdiction to another.
- Adopt guidance for full range of acceptable designs applicable to local conditions (see Regional Trunk Line section).
- Work with SRTA to potentially leverage funding for freight movement that also accommodates active transportation improvements.
- Integrate Safe Routes to School (SRTS) and other project-specific education and encouragement events/programs into grant application budgets for...
active transportation infrastructure. (Coordinate with SRTA and Shasta County Public Health)

City of Anderson’s Action List

- Invest in active transportation facilities that last as long as possible and require minimal maintenance.
- Install automated enforcement at hot spots with non-compliance issues (for any mode) and a history of collisions with special allowances for active transportation modes (e.g., bicycle rolling stops).
- Secure funding from the Highway Safety Improvement Program and other programs for safety improvements.
- Adopt guidance for a full range of acceptable designs applicable to local conditions (See Trunk Line Description).
- Improve safety and security at crosswalks, transit stops, and along main access routes to transit with priority consideration of low income, minority, and high crime areas.
- Integrate Safe Routes to School (SRTS) and other project specific education and encouragement events/programs into grant application budgets for active transportation infrastructure. (Coordinate with SRTA and Shasta County Public Health)
- Consult with neighboring jurisdictions and SRTA when projects, programs, or actions/policies have the potential to either impact the neighboring jurisdiction or adversely impact the user experience when transitioning from one jurisdiction to another.

Shasta County’s Action List

- Strategically invest in active transportation facilities that last as long as possible and require minimal maintenance. (DPW)
- Secure funding from the HSIP and other programs for safety and security improvements. (DPW)
- Adopt guidance for a full range of acceptable designs applicable to local conditions (See Trunk Line Description). (DPW)
- Improve safety and security at crosswalks, transit stops, and along main access routes to transit with priority consideration of low income, minority, and high crime areas. (DPW)
- Integrate SRTS Education and Encouragement event/programs into grant applications budgets for active transportation infrastructure. (Coordination between DPW, Public Health and SRTA).
- Incorporate, where practical, bicycle lanes with additional width and/or buffer separation to increase user safety and comfort. (DPW)
- Consult with neighboring jurisdictions and SRTA when projects, programs, or actions/policies have the potential to either impact the neighboring jurisdiction or adversely impact the user experience when transitioning from one jurisdiction to another. (DPW)
Chapter 1: Policy and Action Framework

Theme 3 - Invest in Healthy, Vibrant, Sustainable, and People-Centered Communities

SRTA’s Action List

- Administer a call for local agencies and private sector partners to identify and develop demonstration blocks along Trunk Lines within SGAs. These joint “complete package” projects aimed at the “5D” factors (see below) have proven to increase active transportation and transit mode share.
  - **Density**: Increased the number of housing, jobs, shoppers, and other visitors
  - **Diversity**: Balance of residential, retail, office, and other land uses
  - **Design**: Street/trail network and non-motorized travel facilities and amenities
  - **Destination Accessibility**: Number of jobs and other attractions accessible via any travel mode
  - **Distance to Transit**: Proximity of high quality public service to home and work

- Utilize the SRTA Infill & Redevelopment Incentive Program and Affordable Housing and Sustainable Community (AHSC) grants to fund local agency projects combining high-density housing, commercial development, active transportation infrastructure, amenities, and programs (e.g. bike share and maintenance center at bike depots, etc.) within SGAs.

- Explore and define the concept of trail-oriented development for consideration as part of future calls for technical assistance under SRTA’s Infill & Redevelopment Program.

- Link active transportation facilities to nature, parks and open space in coordination with local agencies.

- Support Shasta County Public Health/Health and Human Services Agency and other applicable organizations to provide programs and services that connect disadvantaged communities to education, community services, and employment.

- Develop and administer an awareness campaign on benefits associated with green street improvements to private businesses and residences on active transportation routes to generate support for projects that can offer protection from extreme heat and weather events, storm-water treatment, etc.

- Empower citizens to develop projects in the community with mini-grants of technical assistance.

City of Shasta Lake’s Action List

- Provide housing and income inventory data to insure small, effective projects are assisted.

- Partner with SRTA and private developers regarding infill projects to provide complete street access and funding.

- Work across city divisions and with SRTA on assembling projects that compete well for regional non-motorized funding.

- Adopt Circulation Element policies to encourage and require, where needed, complete street improvements and amenities.

- Identify areas that can use reduced street right-of-way and incorporate compete street standards for users.

- Work with SRTA to provide funding for right-of-way where needed.

- Provide transportation amenities where needed and where SRTA or other agency funding can be identified and used.

- Set priority policies relative to user needs.

- Provide active public engagement using online and in-person forums.

- Seek funding for transit/ATP uses and amenities.

- Identify other resources for funding amenities as well as ATP uses.
City of Anderson's Action List

- Expand active transportation access, connectivity, and amenities within a half mile of transit stops, schools, and activity centers.
- Identify target blocks for public-private partnerships for residential and commercial projects adjacent to trunk routes and introduce city code that promotes such trail-oriented development (development occurring along facilities that provide a “trail-like” experience).
- Adopt a policy that promotes the development of bike corrals (on-street bicycle parking that can accommodate up to 16 bicycles).
- Adopt land-use codes with minimum non-residential development standards, not tied to other minimums, for bicycle and pedestrian friendly features and end-of-trip amenities such as bike racks and showers.
- Partner with SRTA and private sector on projects proposed for funding under the SRTA Infill & Redevelopment Incentive Program, AHSC grants, and other funding sources to increase the number of residential and mixed-use developments in SGAs.
- Work with SRTA to research infrastructure elements used in other areas that mitigate active transportation users’ exposure to weather events (e.g., extreme heat, rain, etc.) while waiting at traffic signals.

Shasta County's Action List

- Expand active transportation access, connectivity, and amenities within a half mile of transit stops, schools, and community/activity centers. (DPW & Planning)
- Identify target blocks for public-private partnerships for residential and commercial projects adjacent to trunk routes and introduce code that promotes such trail-oriented development (development occurring along facilities that provide a “trail-like” experience, such as a Class IV bikeway that uses a curb, planter or some obstacle to separate cyclists from vehicular traffic). (DPW & Planning)
- Adopt policy that promotes the development of bike corrals (on-street bicycle parking that can accommodate up to 16 bicycles). (DPW & Planning)
- Amend land-use policy documents to prioritize, encourage, and support active transportation. (Planning Division)
- If sewer services are to be expanded, provide high quality active transportation facilities to accommodate future housing needs with greater density (Planning & DPW).
- Adopt land-use codes with non-residential development standards for a minimum of bicycle and pedestrian friendly features and end-of-trip amenities such as bike racks and showers. (Planning)
- Work with SRTA to research infrastructure elements used in other areas that mitigate active transportation users’ exposure to weather events (e.g., extreme heat, rain, etc.) while waiting at traffic signals. (DPW)
Chapter 2: Program Recommendations

While building a connected and safe network is critical to improving walking and biking in the Shasta Region, programs to promote active transportation also play an important role in achieving this Active Transportation Plan’s (ATP’s) vision.

This chapter describes a variety of programs that will be explored and implemented by the Shasta Regional Transportation Agency (SRTA), local jurisdictions, and partner organizations to support an effective active transportation network. The categories of programs and initiatives illustrated below are described in this chapter.

Education
Bicycle Theft Prevention Initiatives
Encouragement
Land Use Policies
Enforcement
Evaluation

Additional background information on these programs and initiatives can be found in Appendix C.

Figure 2.1. Family Bicycling Day in Redding. Source: Really Redding
Education

A key element of an effective active transportation network is ensuring that users of all ages and abilities are able to safely walk, roll, bike, and ride transit. Educational programs are an effective way to improve traffic safety for all roadway users.

Bicycle Ambassador Program

A bicycling ambassador program can be an effective way to encourage people to make trips by bicycle, provide education around safe travel behaviors and proper etiquette on shared and new facilities, and foster an engaged community of bicyclists. Bicycle ambassadors are typically volunteers (see Figure 2.2).

SRTA will explore working with municipalities and agencies, advocacy organizations, bicycle clubs, and the bicycle community to develop the program, craft the guidelines, recruit volunteers, decide upon roles and responsibilities, and develop the outreach plan. The program could partner with other organizations such as Shasta Living Streets and Shasta County Public Health to host outreach events throughout the region.

Safe Routes to School

Safe Routes to School (SRTS) programs are intended to create safe, fun, and social opportunities that encourage children to walk and bike to school or bus stops and provide bicycle and pedestrian safety education (see Figure 2.3).

Shasta County Health and Human Services - Public Health currently operates a SRTS program. SRTA will continue to support Shasta County Public Health in its operation of SRTS programs within the region and assist in securing consistent funding to support the long-term operation of the program. SRTA currently provides funding, using Active Transportation Program funds, to SRTS programs; one recommendation this ATP makes is to continue this funding. SRTA can also provide support in the form of SRTS-oriented policies, technical assistance, oversight, grant writing assistance, and partnering with underserved areas to seek SRTS grants.

Figure 2.2. A San Francisco Bicycle Coalition Ambassador cheers on bicyclists. Source: San Francisco Bicycle Coalition

Figure 2.3. Safe Routes to School Programs are a fun and social way to encourage children to walk and bike. Source: Toole Design Group
Bike Theft Prevention Initiatives

Concerns about bike theft can be a deterrent to riding, particularly for people riding for transportation purposes. Providing an adequate supply of well-designed, secure bike parking at popular destinations may encourage more people to make trips by bike. However, bike parking alone cannot prevent bike theft, and additional strategies must be employed, such as those described below.

Education on Proper Locking Methods

SRTA in partnership with local jurisdictions and advocacy groups, such as Shasta Living Streets or Shasta Wheelmen, could develop an educational program that shares information on:

- The most and least secure types of locks (see Figure 2.4)
- How to properly lock one’s bike
- How to identify unsecured bike racks

A sticker with a locally designed logo and information about proper locking techniques could be adhered to public bike racks. The logo could also be embedded into print and online publications, such as the Bike Redding map, Visit Redding trail map, and websites supporting trail use and active transportation. Additionally, SRTA could develop or fund the development of educational materials, such as brochures, that are distributed at local events or made available at community and civic centers.

Bicycle Registration Program

The aim of bicycle registration programs is to create a database of information such as the owners’ name and the brand, model, serial number, and color of their bicycle. SRTA could partner with local agencies and organizations to develop bicycle registration programs and possibly an associated app. Through advertising bicycle registration programs, hosting registration events, or supporting online registration, SRTA could improve the reach of bike registration programs. Increasing the number of municipalities participating in bicycle registration programs may lead to a reduction in bike thefts and an increase in stolen-bicycle recovery.

Figure 2.4. A U-lock, as shown here, is the most secure type of bike lock. Source: Toole Design Group
Anti-Bike Theft Signage

Information sharing through clear and prominent signage can be an inexpensive way to alert the community to the potential of bike thefts. Signs can include messages of caution, such as shown in Figure 2.5, or wording that describes proper locking techniques and use of secure locks.

SRTA could help municipalities identify “hot spot” locations that may be appropriate for anti-theft signage, possibly near schools and universities, transit centers, commercial and retail corridors, and parks. SRTA could provide support to municipalities through funds, grant writing assistance, or banners, letter boards, or other materials to place at locations with high rates of bike theft. If materials are provided, a marketing plan should be developed to ensure a clear and cohesive message is shared throughout the region.

Bait Bike Program

“Bait Bike” Programs have been implemented in several cities where bike theft is perceived to be an issue, such as Sacramento, CA and Spokane, WA. As a part of a Bait Bike Program, Police Departments equipped department-owned bicycles with GPS tracking devices, and the unlocked bicycles were placed throughout the community. When the bike is moved, and possibly stolen, police are alerted and are able to track the bicycle. This allows them to arrest the offender and possibly gain more information about the fate of stolen bicycles. This program is most effective if a small number of offenders are responsible for most bike thefts. Local laws must be consulted to determine if a Bait Bike Program is legal in each community.

Bait Bike Programs may receive criticism due to equity concerns, questions regarding effectiveness, and concerns about the program targeting certain community members and at-risk youth. Consideration should be given to the value of the bait bikes; in California, stolen property valued over $950 may result in a felony charge.

SRTA could support local agencies’ and organizations’ work with local law enforcement, communities, and businesses to determine whether Bait Bike Programs are desirable, feasible, and an appropriate policing strategy to reduce bicycle theft. SRTA should share information about the potential shortcomings and adverse impacts to community members, that could result from Bait Bike Programs.

Figure 2.5. Letter boards used by the Singapore Police Force to alert bicyclists of the number of area thefts. Source: Huff Post, May 14, 2013.
Encouragement

By providing recognition, incentives, or basic services to make it easier to bike and walk to a destination, the Shasta Region can help make walking and bicycling a more convenient and enjoyable transportation choice. Encouragement can take the form of infrastructure, programs, or policies.

Encouragement Through Infrastructure

End-of-Trip Facilities

"End-of-trip" facilities are an important aspect of a complete bicycle network, and examples include dedicated bicycle storage (see Figure 2.6), extra wide hallways or bike elevators, bicycle workrooms, bike-washing stations, bike valet, shower and/or locker facilities, and bicycle mechanics or repair stations available on-site. An end-of-trip planning guide could be developed by SRTA to provide guidance and strategies to employers and jurisdictions on how to increase the number of end-of-trip facilities throughout the region.

Wayfinding

Wayfinding is an important part of an intuitive and user friendly pedestrian and bicycle network. Wayfinding can help people plan their routes, navigate the transportation network with confidence, and find their way past barriers such as complex intersections, dead-end streets, high-stress roadways, or steep hills (see Figure 2.7).

Wayfinding, which can include stand-alone signs, markings painted on the street, or other signage, should be placed along walking and biking routes to provide clear information about:

- Destinations
- Direction to these destinations
- Distance in minutes to walk or bike to destinations

SRTA could partner with municipalities to develop a regional wayfinding system that is easy for bicyclists and other roadway users to understand. The system
should have a similar brand throughout Shasta County and be compatible with other regional and local wayfinding. Jurisdictions may adjust any branding included on signs to reflect local character while still maintaining signage elements for consistency including placement, frequency of signs, and content.

**Encouragement Through Programs**

**Employer/Employee Incentives**

To encourage employees to walk, bike, or ride transit to work, employers may offer incentives, such as:

- Reduced transit passes
- Bicycle Commuter Benefits in which an employer may reimburse up to $20 in bicycle commuting costs, per the Bicycle Commuter Act
- Walk and bike to work events and contests
- Shared bikes for employees to use
- End-of-trip facilities
- Educational materials, classes on basic bike repairs, and “how to” handouts on commuting by bike
- Appointing an active transportation coordinator to manage events, programs, facilities, and communications with employees
- Subsidizing bike share memberships

Support from SRTA could come in the form of encouraging employers throughout the region to adopt active transportation friendly policies and provide technical and funding support for employee incentives programs.

**Transportation Demand Management**

Transportation Demand Management (TDM) programs seek to support and encourage walking, biking, riding transit, teleworking, and carpooling/ridesharing as an alternative to driving. TDM programs are an effective way to incentivize a shift in travel behavior, promote the use of active modes, and reduce vehicle miles traveled and greenhouse gas emissions. These programs can also support Assembly Bill 32: Global Warming Solutions and Senate Bill 375: Sustainable Communities, which aim to reduce greenhouse gas emissions from motor vehicle trips. SRTA can support local jurisdictions in establishing TDM programs by providing technical assistance, funding, or in-kind services and support. SRTA might also support light and reflector giveaways to improve visibility of people walking and biking at night.

**Bike Parking Program**

Having secure bicycle parking at the end of each trip is imperative for bicyclists. Developing a bike parking program at the regional or municipal level which provides technical assistance and/or funding can assist municipalities, businesses, non-profits, or other organizations with the installation of bicycle parking.

Healthy Shasta, in partnership with Viva Downtown and the cities of Redding, Anderson and Shasta Lake, have purchased and installed over 82 locally-manufactured bicycle racks. Healthy Shasta maintains a list of suggested and requested locations and works with the team to finalize locations for each round of installation. Local jurisdictions donate time to install the racks in the public right-of-way, and some racks also are installed by private property owners. Healthy Shasta provides businesses/property owners with information on best practices for bicycle parking (such as rack selection and placement) and sometimes coordinates bulk purchases involving multiple entities. The team is currently experimenting with a pilot program to install high-capacity racks and are interested in expanding the designs available.

SRTA could support the efforts of Healthy Shasta and local jurisdictions by providing funding for and/or coordinating the bulk purchasing of high quality bicycle parking and amenities, and ensuring that bike parking is equitably distributed around the region at key destinations.

**Bike Parking on Private Property**

Regulatory policies, such as ordinances in development and zoning codes, can require the provision of adequate, secure bicycle parking. Policies may specify the type of bicycle rack, rack location, and the number of both short- and/or long-term racks that should be installed based on the building’s square footage or number of units. Providing building inspectors with an easy-to-follow punch list that reflects the bicycle
parking requirements can help ensure that the racks meet requirements.

To support municipalities in developing bicycle parking policies, SRTA could develop a model bike parking ordinance. The model ordinance could specify:

- Preferred rack types
- Rubric for the number of racks based on land use
- Where the racks should be placed
- How the racks should be installed

**Bike Parking on Public Property**

In tandem with requiring bicycle parking on private property, bicycle parking should also be provided on public property such as in public right-of-way and at public facilities.

Bike parking within the public right-of-way is typically intended for the short-term, e.g., for visits of less than a few hours. Racks used for short-term parking may include inverted-U, post and ring, or bike corrals (see Figure 2.10).

By providing technical assistance and possibly funding, SRTA could partner with jurisdictions and organizations to provide quality bike parking within the public right-of-way and at public facilities.

As a first step, SRTA could support Health Shasta’s pilot effort to develop a regional bike parking inventory to identify where current bike parking is provided and where it is needed. The inventory could include additional analysis such as capacity, condition, obstructions (such as racks installed too close to a fence or building), protection from the weather, and overall security. This data could be used to identify areas that would benefit from additional, or more secure, bicycle parking. For more information on Healthy Shasta’s existing bicycle parking “crowd source” pilot, see Appendix C.

**Bicycle Friendly Business Program**

Bicycle friendly businesses are ones that commit to supporting bicycling and provide incentives to customers who arrive by bicycle. Such support may include discounts on purchases, providing high quality bicycle parking, such as on-street bike corrals or custom-designed bike racks, a bicycle repair station, or hosting bicycle events at their businesses. Businesses may display a sign provided by the program that indicates they are a bicycle friendly business.

Healthy Shasta works with Shasta Living Streets and the Redding Chamber of Commerce to sponsor a Bicycle Friendly Business Program that focuses on encouraging and supporting employees bicycling to work. The program also offers annual awards to local bicycle friendly businesses. Any business, organization, public entity or worksite within Shasta County is eligible to be nominated, and the winners are determined by a committee with representatives from several organizations who reference the League of American Bicyclists’s Bicycle Friendly Business criteria. Winners receive recognition through free marketing, are honored at the Bicycle Friendly Business celebration, are awarded a complimentary bicycle rack of their choice and a bicycle friendly banner, and receive a Shasta Living Streets Membership. The program also encourages businesses to seek the League of American Bicyclists recognition (see Figure 2.8).

SRTA could help promote the Bicycle Friendly Business program through its active transportation program website and other published materials, and facilitating the exchange of information about the program.

Figure 2.8. Bicycle Friendly Business sign from the League of American Bicyclists. *Source: League of American Bicyclists*
Community Events

Events and community celebrations are fun and popular ways to encourage people to get on their bikes and ride with their friends, family, and fellow community members. SRTA could support and partner with municipalities and local organizations, such as Shasta Living Streets, Open Street events, community rides, and other events that promote and celebrate walking and biking (see Figure 2.9). For more information about Open Street events, community rides, and other events, see Appendix C.

Bike Valet Programs

Bike valet programs turn community events into bicycle destinations by proving bicycle check (similar to a coat check) services. This VIP-type service is open to anyone who arrives at such events by bike and is a fun, and convenient way for attendees to park their bicycles. Bike valet programs also provide a visible and positive statement about the event’s or organization’s support of bicycle riding. Shasta Living Streets provides bike valet services at large community events and at farmers’ markets.

SRTA could encourage and support municipalities, businesses, and organizations to provide bike valet at community events. SRTA could partner with Shasta Living Streets to offer their bicycle valet services at additional events.

Encouragement Through Policies

Sustainable Growth Policies

Sustainable growth policies encourage walkable neighborhoods, mixed-use development, infill development, and the provision of transportation options. Regarding transportation, sustainable growth policies aim to:

- Reduce vehicle miles traveled
- Enhance or expand accessible and affordable transit
- Develop a comprehensive transportation network that is walkable and bikeable
- Manage the amount of parking
- Ensure land uses and development support active transportation

The 2008 Sustainable Communities Act (California Senate Bill 375) sets regional targets for reducing greenhouse gas emissions from passenger vehicle use. SRTA could encourage jurisdictions to continue to implement the Sustainable Communities Strategies to address these regional targets by providing support during the development of local plans. SRTA could also continue to fund projects that encourage active transportation, mixed-use development, expanded transportation options, and the reduction of sprawl.
Land Use

There are a variety of development types that are especially supportive of walking and biking, including mixed-used activity centers, transit-oriented development and trail-oriented development (see Figure 2.11). Trail-oriented development is development that is built around or adjacent to trails or facilities providing a “trail-like” experience. These development types should be encouraged and integrated with Trunk Line development.

SRTA could continue to promote these development types within jurisdictions through its Infill and Redevelopment Incentive Program, which provides funding for transportation-efficient land use projects. Given that trail-oriented development is a fairly new concept, SRTA could draft a model trail-oriented development ordinance for jurisdictions to use/modify that includes access requirements, desired amenities and features, and potentially developer incentives such as increased floor-area-ratio or reduced parking minimums, for developments near trails.

Development Plans

Private development is a common and important mechanism for getting biking and walking facilities built. Proposed development plans should be reviewed to ensure that they include appropriate active transportation elements.

For subdivision developments, ensuring that roadways are accommodating all transportation modes and providing connections to existing and proposed bike and pedestrian facilities can provide residents with more transportation choices. Developers could also be required to build planned active transportation facilities.

SRTA could develop a best practice checklist local jurisdictions could use to assess their development codes/review process and identify where changes may be necessary to better support local and regional active transportation networks.

Access to Transit

Ensuring that bicycle and pedestrian connections are provided to transit stations and stops is a critical component of an active transportation system, especially in more rural or less developed portions of the Shasta Region. Strong bicycle and pedestrian connections help provide the “first and last mile” connection between home or work to transit which can increase the attractiveness of riding transit and make active transportation a more viable choice, particularly in less urban areas. For example, if a transit stop has safe and convenient bicycle routes connecting to it, this can increase the catchment area of the stop by up to three miles for bicyclists.

SRTA supports the Redding Area Bus Authority’s current efforts to identify ADA improvements throughout its service area and work with local communities to determine where first and last mile connections would make the biggest impact to improving transit access. Current funding sources, such as the Transportation Development Act’s Local Transportation Fund and the State Transit Fund, could be used for pedestrian and bicycle transit access improvements.

Figure 2.11. Example of trail-oriented development. Source: Toole Design Group

Figure 2.12. Separated bike lanes are located adjacent to a bus stop on this Seattle roadway. Source: Humantransit.org
Enforcement

Enforcement programs are an important way to increase awareness, improve behavior, and improve traffic safety. Focusing enforcement efforts on behaviors that contribute to fatal and injury-causing crashes, rather than less serious infractions, is a recommended use of resources.

Enforcement Campaigns

Recognizing that police resources in the Shasta Region are strained, a data-driven, targeted approach to enforcement is critical. SRTA could encourage partnerships between local jurisdictions and law enforcement agencies to implement enforcement campaigns. To identify where to focus the campaigns, SRTA could provide local jurisdictions with technical assistance in analyzing crash data and identifying high-priority locations for enforcement activities. Locations with high rates of injuries, failure to yield behavior, or speed-related crashes should receive priority. Other locations that should be prioritized are those with high volumes of pedestrians and bicyclists such as intersections.

Locations near schools and parks should also be prioritized for enforcement campaigns due to the likeliness of children crossing the road. Young children lack the cognitive ability to judge the speed and distance of moving vehicle to determine when it is safe to cross the street, making it imperative that motorists are aware of school zones and other locations where children may be present.

Rewarding Good Behavior

Targeted enforcement can also focus on rewarding those who obey traffic control devices during enforcement campaigns. Positive messaging can also be delivered through safety awareness campaigns and safety-focused events. Shasta County Public Health’s SRTS program currently works with law enforcement, such as the Anderson Police Department, to reward good pedestrian and bicyclist behavior among youth.

Figure 2.13. Law enforcement plays an important role in promoting safe behaviors of all roadway users. Source: Toole Design Group

SRTA could assist and support coordination between local jurisdictions and law enforcement officers to develop rewards campaigns (see Figure 2.13). SRTA could provide support in the form of funding, coordination, or marketing. Locations with high bicycle and pedestrian volumes such as trails and routes near schools would be good candidates for a reward campaign.

Safety Patrols on Trails

Safety patrols conducted either by police officers or volunteers, such as bicycle ambassadors, can be also be effective on regional trails to protect users from hazardous conditions and criminal activities; report maintenance issues; and educate trail users about trail proper etiquette.

Safety patrols can act as a community outreach effort to contribute to a safe and enjoyable environment for all. Providing a safety patrol can also indicate that the region values its trails. Ideally, the safety patrol will be on bicycles so that they can patrol trails quickly and easily, and directly understand uncomfortable trail conditions.

SRTA could support coordination between local jurisdictions, law enforcement agencies, local parks departments, and other organizations to determine if there is interest in developing a safety patrol program. If a program is desired, volunteers could be used to staff the patrols and serve as ambassadors to provide education, outreach, and safety information along specific trails and parks where there are safety concerns.
Evaluation

Achieving the vision of this ATP requires local agencies to build active transportation projects, offer relevant programs, and change some policies to encourage walking and biking. To ensure that these projects, programs, and policies are meeting their intent, they must be evaluated.

Evaluation should use a plan or project-based goals and objectives as its basis. Results should:

• Inform decision makers and the public on whether the projects, programs, and policies are successful
• Illustrate areas that can be improved
• Demonstrate how funds are being used and apply for more funding
• Promote projects to encourage public support

Data Collection

Collecting measurable data allows projects, programs, and policies to be evaluated quantitatively. This will help determine successes or identify areas that need improvement. Data collection should be built into work plans to ensure the ongoing collection and evaluation of data.

Examples of data include:

• Bicycle and pedestrian counts
• Motor vehicle speed and volume counts
• Pavement and striping conditions
• Bike parking and amenity assessments

Bicycle and Pedestrian Counts

Collecting data on the number of people walking and biking can help communities gain a better understanding of their active transportation network and activity levels. Short- and long-duration counts can be used to identify activity patterns and facility usage, contribute to safety analysis, and evaluate trends.

SRTA will implement and coordinate a regional bike count program that builds on and incorporates short-duration manual counts that have been organized by Shasta County Public Health and conducted by volunteers since 2008. SRTA will purchase and install permanent counters in close coordination with local agencies with a goal of installing counters at eight to sixteen locations over the next four years. Combining short- and long-duration count data will provide reliable data for establishing trend lines and day of use patterns, which are useful for planning and evaluation purposes.

Beyond purchasing permanent counters, SRTA’s role may include:

• Being a data clearinghouse
• Analyzing data and producing reports for local agencies
• Developing the bicycle count program’s requirements and methodology
• Identifying a variety of representative locations for permanent and manual counts
• Quality checking data
Chapter 3: Project Recommendations

The Shasta Region has a great opportunity to increase walking and biking for both transportation and recreation. Doing so will enable the region to meet air quality and greenhouse gas reduction targets while improving public health and more transportation options. Residents and visitors to the region will be able to take advantage of the tremendous recreational opportunities on facilities such as the Sacramento River Trail, offering a boost to the local economy.

This shift to increase bicycle and pedestrian activity—from the existing 1 to 2 percent mode share—will require connecting existing routes with new routes to provide access to major destinations, and making the walking and biking network safer and more comfortable so a wider spectrum of people see these modes as attractive and viable options for getting around.

This chapter presents project recommendations for creating a connected, appealing, and safe bicycle and pedestrian network in the cities of Anderson and Shasta Lake and the unincorporated areas of Shasta County. The rural, urban, and suburban characters of the Shasta Region create a need for projects that are context-sensitive and provide appropriate facilities for recreational and transportation trips. To see how the projects recommended as part of the city of Redding Active Transportation Plan connect with the rest of the region, view the regional bicycle map and regional pedestrian map. More information on the city of Redding’s project recommendations, policies, and programs can be found in the city of Redding Active Transportation Plan.

Pedestrian Network Recommendations

The recommendations to enhance walking throughout the Shasta Region focus on spot improvements and corridor recommendations. How regional Trunk Lines (see Chapter 1) comprise corridor improvements implemented by local agencies will be determined in consultation with neighboring jurisdictions and SRTA. Figures 3.1 to 3.7 illustrate these recommendations, and a description of the proposed elements follows. There are several recommendations not shown on local maps due to the size of the region and the scale of the projects, however all recommendations are shown on the Regional Map of Pedestrian Recommendations, and are included in the project lists in Appendix E.

Process to Develop Recommendations

The project recommendations were developed based on careful consideration of data and community input about walking and biking within the Shasta Region. The following information was used to develop project recommendations:

- Community comments from public workshops and events, walk audits, and online engagement tools, such as a survey and mapping tool
- Input from the GoShasta Steering Committee and Citizens Advisory Committee
- Best practices for pedestrian and bicycle planning and design, including how to develop a network for all ages and abilities
- Collision analysis
- Data on walking and biking trips
- Assessment of existing bicycle and pedestrian facilities
- Assessment of transit service and access areas
- Land use and Strategic Growth Areas

The recommendations presented in this chapter include physical changes to the bicycle and pedestrian network. Specific locations recommended for improvements are identified in the following maps. Program recommendations which complement these project recommendations, can be found in Chapter 2.

See Appendix A for more information about the Stakeholder and Public Input.

See Appendix D for more information about the data and technical analysis to develop the recommendations.
GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Pedestrian Network - Burney and Johnson Park Area

Figure 3.2

Spot Recommendations
- Subject to Caltrans Process
- Gateway Treatment
- Intersection Improvement

Pedestrian Network Recommendations
- Community Walking Connection
- Safe Routes to School
- Rural Community Main Street
- Community Walking Connection

Other
- Existing Shared-Use Path
- School

*Boundary is for illustrative purposes only and does not represent jurisdictional boundaries

Figure 3.2
GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Pedestrian Network - Cottonwood

Figure 3.3
Chapter 3: Project Recommendations

GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Pedestrian Network - Fall River Mills and McArthur Area

Spot Recommendations
- Gateway Treatment
- Intersection Improvement

Subject to Caltrans Process

Pedestrian Network Recommendations
- Community Walking Connection
- Rural Community Main Street
- Community Walking Connection

Other
- School

*Boundary is for illustrative purposes only and does not represent jurisdictional boundaries

Figure 3.4
GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Pedestrian Network - Happy Valley Area*

*Boundary is for illustrative purposes only and does not represent jurisdictional boundaries

Figure 3.5
Chapter 3: Project Recommendations

GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Pedestrian Network - Palo Cedro

Figure 3.6
Figure 3.7

GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Pedestrian Network - Shasta Lake

Spot Recommendations
- Subject to Caltrans Process
- Interchange Improvement
- Intersection Improvement

Pedestrian Network Recommendations
- Commercial/Civic Corridor
- Rural Community Main Street
- Community Walking Connection
- Safe Routes to School

Other
- Existing Sidewalk
- Existing Shared-Use Path
- School
Chapter 3: Project Recommendations

GOSHASTA ACTIVE TRANSPORTATION PLAN

Intersection Improvements
Intersections are primary conflict areas between bicyclists, pedestrians, and drivers. Intersection design should provide visibility for all users and create a predictable environment where users intuitively understand each other’s expected movements. Intersections should be as compact as possible to minimize crossing distances, increase visibility, and slow traffic near conflict points. Unused space within an intersection should be minimized and, where possible and context-appropriate, can be converted into pedestrian spaces.

Crossing improvements can include:
- Constructing curb extensions and/or raised crossings to slow vehicle turning speeds and reduce pedestrian exposure
- Shortening cycle lengths and coordinating timing along corridors to reduce pedestrian delay
- Striping high-visibility crosswalks at unsignalized locations (see Figure 3.8)

Interchange Improvements
Interchanges are often critical links across limited access roadways for pedestrians and bicyclists; however, these facilities are not always designed to provide safe and comfortable access for these users. Improvements to interchange ramp designs can encourage drivers to slow to a safe speed, increase visibility for all users, and help increase awareness of potential conflicts. Interchanges in the Shasta Region occur on state routes and along the I-5 corridor and are designed and operated by Caltrans, and thus subject to Caltrans’s project development process. Interchange locations identified as needing improvement to better accommodate people walking and biking are indicated on the pedestrian network recommendation maps as “Subject to Caltrans Process.”

Spot Improvements
Recommended spot improvements include gateway treatments, intersection improvements, and interchange improvements.

Figure 3.8. High visibility crossings for bicyclists and pedestrians in Davis, CA. Source: Kittelson & Associates, Inc.
Creating safe and comfortable facilities for non-motorized users through interchanges includes:

- Encouraging slower vehicle speeds at ramp entrances and exits through geometric design.
- Orienting ramps at 90-degree angles to the intersecting roadway to improve sight triangles.
- Controlling ramp entrances and exits through stop or signalized intersection controls.
- Striping pedestrian crossings with high-visibility markings and installing advanced stop bars, or yield lines, and pedestrian warning signs.
- Shortening the length of the crossing.
- Installing sidewalks on both sides of the interchange.
- Constructing grade-separated interchange crossings at complex interchanges or on high-use walking and biking routes. These should directly connect to pedestrian and bicycle routes, as grade-separated facilities that require bicyclists or pedestrians to make long detours compared to crossing the interchange at grade may not be used.

- Designing well-lit and open undercrossings, if grade-separated interchanges are constructed.

For bicyclists, the same principles apply and, where possible, bicycle facilities should be separated to provide bicyclists a comfortable environment physically separated from high-speed vehicles. Separated facilities also provide drivers with a clear understanding of potential conflicts by creating a predictable environment for all users. Bicycle crossings with green paint should be striped across intersection crossings at ramp intersections to clearly identify the potential conflict between vehicles and bicycles. Figure 3.9 illustrates walking and biking enhancements at an interchange.

**Gateway Treatments**

In areas where roadways transition from high-speed intercity and interregional routes to local, main streets with higher walking and biking activity, indicating the transition through gateway treatments can help calm vehicle speeds, cue drivers to the changed land use and roadway context, improve safety, and provide community identity.

![Figure 3.9. Conceptual Interchange Crossing Design. Source: Kittelson & Associates, Inc.](image-url)
Gateway improvements can include:

- Physically narrowing the roadway or travel lanes
- Visually narrowing the roadway (e.g., introducing on-street parking, street trees)
- Signage
- Streetscape elements (e.g., pedestrian-scale lighting, banners)
- Roundabouts
- Medians
- Monuments, structures, or signs that communicate the name and/or cultural elements of the community (see Figure 3.10)

**Figure 3.10. Gateway treatments may include parking, lane narrowing, street trees, medians, lighting and monuments.**
*Source: Toole Design Group*

### Corridor Improvements

Recommended corridor improvements include treatments to create safe and comfortable commercial/civic corridors, safe routes to school, rural community main streets, and community walking connections.

### Commercial/Civic Corridors

Commercial and civic corridors provide an opportunity for enhancing the pedestrian realm since these are areas where people are more likely to walk for shopping, business, and recreational trips. Improvements along these corridors should be prioritized to allow for a cohesive and comfortable walking environment.

Pedestrian improvements along commercial and civic corridors could include:

- Filling sidewalk gaps
- Providing a buffer, such as a planting strip and curbside parking, between the sidewalk and roadway, especially along higher-speed roadways
- Providing sidewalks that are wider than minimum clear widths to allow for comfortable side-by-side walking (see Figure 3.11)
- Enhancing crosswalks through the installation of high-visibility crossings or other improvements at key intersections

Providing active building frontages that integrate with the streetscape elements is also important for creating an inviting walking environment.
Safe Routes to Schools

An important focus of a complete active transportation network is developing safe, comfortable ways for children to walk and bike to school. Creating safe routes to schools should be coordinated with local school districts to ensure guidance on optimal routes is provided to families and that specific infrastructure issues within the walking shed of a school are identified and addressed.

Improvements can include:

• Providing a safe walking environment between homes and schools by installing sidewalks or otherwise providing a delineated space for walking

• Ensuring intersections are enhanced with high-visibility crossings and other treatments, such as pedestrian hybrid beacons or rectangular rapid flashing beacons

Rural Community Main Street

Many of the Shasta Region's rural communities, such as Burney, French Gulch, and Fall River Mills, developed around a state route or other roadway that has evolved into high-speed roadways that serve regional trips rather than local destinations. These streets could be redesigned to emphasize placemaking and community identity and to serve all users, whether arriving on foot, by bike, in a wheelchair, or in a car. For example, installing sidewalks or filling sidewalk gaps, providing buffers by introducing on-street parking or constructing planted sidewalk buffers, narrowing travel lanes, and installing convenient and visible crossings are among the treatments that can be used to establish more pedestrian friendly main streets. Such changes go hand-in-hand with Gateway Treatments discussed above. Changes to these roadways will likely need to balance a number of competing needs, and the community and key stakeholders should be involved with envisioning the future of these streets.

Figures 3.12 and 3.13 provide example concepts for accommodating multiple users along a rural main street. These concepts are from the Federal Highway Administration's 2017 Small Town and Rural Multimodal Networks Guide.
Community Walking Connection

In addition to rural community main streets, creating safe walking connections between rural communities and key destinations is equally important. Facilities should be context-sensitive and should fit with the character and identity of the community. For more developed communities such as Burney, this may include installing sidewalks along routes between activity centers, residential neighborhoods, and schools. For other communities, community walking connections may consist of widened paved shoulders or, in some cases where feasible, creating a sidepath (see Figures 3.14 and 3.15). Sidewalks are typically found along higher-speed roads.

Figure 3.14. Existing condition. Source: Kittleson & Associates, Inc.

Figure 3.15. Concept visualization for rural side path along higher speed road. Source: Kittleson & Associates, Inc.
Bikeway Network Recommendations

Recommendations to improve bicycling throughout the Shasta Region focus on local connectivity routes and the development of a regional network of Trunk Lines (see Chapter 1). Figures 3.16-3.22 illustrate the proposed bikeway network. There are several recommendations not shown on local maps due to the size of the region and the scale of the projects, however all projects are shown on the Regional Map of Bicycle Recommendations. All recommended projects have been included in the project lists in Appendix E.

This chapter also provides an overview of the different facility types recommended for the Shasta Region’s bikeway network. The following table summarizes the recommended bikeway facilities for each community. This mileage includes bikeway facility upgrades e.g., buffered bike lane where there is an existing conventional bike lane. For details on city of Redding bikeway recommendations, see the City of Redding Active Transportation Plan (city of Redding, 2018)

Implementing these bikeway recommendations will result in safer, more connected regional bicycle network.

Table 3.1. Recommended Bikeway Network Mileage

<table>
<thead>
<tr>
<th>Bikeway Facility</th>
<th>Redding</th>
<th>Anderson</th>
<th>Shasta Lake</th>
<th>Shasta County</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared-Use Path</td>
<td>55.31</td>
<td>1.21</td>
<td>9.55</td>
<td>12.22</td>
<td>78.29</td>
</tr>
<tr>
<td>Buffered Bike Lane</td>
<td>56.59</td>
<td>0.00</td>
<td>1.88</td>
<td>9.26</td>
<td>67.73</td>
</tr>
<tr>
<td>Separated Bike Lane</td>
<td>1.50</td>
<td>7.38</td>
<td>5.03</td>
<td>1.78</td>
<td>15.69</td>
</tr>
<tr>
<td>Bike Lane</td>
<td>36.68</td>
<td>7.93</td>
<td>6.92</td>
<td>109.13</td>
<td>160.66</td>
</tr>
<tr>
<td>Bike Boulevard</td>
<td>17.27</td>
<td>2.21</td>
<td>5.63</td>
<td>0.00</td>
<td>25.11</td>
</tr>
<tr>
<td>Bike Route</td>
<td>2.66</td>
<td>0.73</td>
<td>4.41</td>
<td>31.47</td>
<td>39.27</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>170.01</strong></td>
<td><strong>19.45</strong></td>
<td><strong>33.41</strong></td>
<td><strong>163.86</strong></td>
<td><strong>386.75</strong></td>
</tr>
</tbody>
</table>

Note: Mileage totals include projects that are subject to Caltrans process, including 20.77 miles of bike lanes, 0.4 miles of bike routes, 1.53 miles of buffered bike lanes, and 7.85 miles of shared-use paths.
Figure 3.16

GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Bikeway Network - Anderson

Legend:
- Green: Shared-Use Path
- Red: Separated Bike
- Blue: Bike Boulevard
- Purple: Bike Lane
- Yellow: Bike Route
- Black: Subject to Caltrans Process
- Orange: Existing Bikeway Network
- Pink: School

Other:
- Shared-Use Path
- Separated Bike
- Bike Lane
GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Bikeway Network - Burney and Johnson Park Area*

Figure 3.17

*Boundary is for illustrative purposes only and does not represent jurisdictional boundaries

Figure 3.17
Chapter 3: Project Recommendations

GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Bikeway Network - Cottonwood

Figure 3.18
GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Bikeway Network - Fall River Mills and McArthur Area*

*Boundary is for illustrative purposes only and does not represent jurisdictional boundaries

Figure 3.19
Chapter 3: Project Recommendations

GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Bikeway Network - Happy Valley Area*

*Boundary is for illustrative purposes only and does not represent jurisdictional boundaries

Figure 3.20

---

Figure 3.20

**Recommended Bikeway Network**
- Shared-Use Path
- Separated Bike Lane
- Bike Boulevard
- Buffered Bike Lane
- Bike Lane
- Bike Route

**Existing Bikeway Network**
- Shared-Use Path
- Bike Lane
- Bike Route

**Other**
- Subject to Caltrans Process
- School

*Boundary is for illustrative purposes only and does not represent jurisdictional boundaries*
Chapter 3: Project Recommendations

GoShasta
ACTIVE TRANSPORTATION PLAN
Recommended Bikeway Network - Shasta Lake

Figure 3.22

Recommended Bikeway Network
- Shared-Use Path
- Separated Bike
- Buffered Bike Lane
- Bike Boulevard
- Bike Lane
- Bike Route

Existing Bikeway Network
- Subject to Caltrans Process

City of Redding

Go Shasta Park

School
Regional Bicycle Network

The regional bicycle network will consist of a spectrum of bicycle facility types depending on context and local needs. As described in Chapter 1, SRTA will prioritize implementation of regional Trunk Lines to connect Strategic Growth Areas and activity centers, as well as high quality connections to Trunk Lines. Trunk Lines are high comfort facilities that are appealing to people of all ages and abilities. As such, Trunk Lines are facilities that offer separation from motor vehicles, such as shared-paths or separated bike lanes. In some cases, Trunk Lines may be low speed/low volume neighborhood streets designed to maximize safety for people biking and walking (i.e., bicycle boulevards).

Below is a description of the bikeway facilities that make up the regional bicycle network, including Trunk Lines and local connectivity routes.

Shared-Use Paths (Class I Bikeways)

A backbone of the Shasta Region’s bicycle network is the Sacramento River Trail, and a focus of this ATP is the development of other Class I shared-use paths both for recreation and transportation purposes. These paths provide a safe and comfortable place for bicyclists and pedestrians of all ages and abilities to bicycle and walk separate from vehicular traffic.

Figure 3.23 illustrates a Class I shared-use path that is located in an independent right-of-way. Figure 3.24 illustrates a Class I shared-use path that is located near a roadway (i.e. sidepath).

Separated Bike Lanes (Class IV Bikeways)

A guiding principle of the GoShasta ATP is to provide facilities that accommodate bicyclists of all ages and abilities. Developing low-stress, comfortable routes on key corridors that are physically separated from roadways is a proven strategy for achieving this goal. These bikeways are particularly appropriate on roadways with higher volumes of vehicular traffic or vehicle speeds.

Class IV separated bike lanes may be separated from traffic using on-street parking, curb medians, flex posts, planters, or other physical elements (see Figures 3.25 and 3.26).

Bike Lanes (Class II Bikeways)

Class II bike lanes provide an exclusive space for bicyclists in the roadway and are established using painted lines and symbols on the roadway surface. To be low-stress and high-comfort routes, these facilities
are appropriate for roads with lower traffic volumes and vehicle speeds. Where possible wider (than 5 feet) bike lanes or additional buffers between bicyclists and motor vehicles should be provided to enhance user comfort.

**Buffered Bike Lanes**

Buffered bike lanes (also Class II facilities) provide additional lateral space between bicyclists and motor vehicles. While painted buffers are typically used between bike lanes and motor vehicle travel lanes to increase bicyclists’ comfort (as shown in Figure 3.27 and 3.28), they can also be provided between bike lanes and parking lanes in locations with high parking turnover to discourage bicyclists from riding too close to parked vehicles.

**Bike Routes (Class III Bikeways)**

Class III bicycle facilities can include bicycle routes and bicycle boulevards.

**Bicycle Routes**

Class III bicycle routes are indicated by signage and are most appropriate for experienced cyclists or along roads with low vehicle volumes and speeds. Bicycle routes may be used where topographical or right-of-way constraints exist. When implemented, the roadway should include appropriate signage, adequate sight lines, and paved shoulders where feasible and context-appropriate. These features can help minimize conflicts and create a more predictable shared roadway environment.

**Bicycle Boulevards**

Class III bicycle boulevards are a low-stress, all ages and abilities shared roadway bikeway that emphasizes bicyclists’ priority and comfort on a given route. Bicycle boulevards provide connections between destinations by using low-speed, low-stress routes through neighborhoods. Bicycle boulevards often incorporate traffic calming to maintain a low-speed environment, safe crossings at key arterial intersections, and sometimes traffic diversion to minimize vehicular traffic while permitting bicycle traffic, as shown in Figure 3.29. See the Regional Trunk Line discussion in Chapter 1 for additional information on Bicycle Boulevards.
Intersections and Crossings

In addition to building bikeways along corridors, thoughtful design at intersections and crossings is paramount to attracting bicyclists of all ages and abilities. Treatments that can help reduce conflicts and improve safety for bicyclists at intersections include:

- Designing intersection approaches to correctly position bicyclists and increase driver awareness to minimize conflicts with turning vehicles.
- Striping bicycle crossing markings through intersections to show drivers and bicyclists the expected path of travel for bicyclists and raise awareness of potential conflict points.
- Providing bicycle signalization for complex intersections or where separated bicycle facilities conflict with vehicle turn movements.
- Intersection geometry that provides protected areas for bicyclists (and pedestrians) waiting to move through the intersection and better sight lines for turning motorists (i.e., protected intersections) (Figure 3.30).
Some of the projects identified through the GoShasta planning process are on streets and roads owned, operated, and maintained by Caltrans, which has a planning process and project selection methodology unique to the state of California. Caltrans conducts extensive public outreach through long range planning to establish the state highway system’s current and future needs for all users. It identifies project needs through ongoing evaluations of a variety of elements in the state transportation system such as, but not limited to safety, pavement, bridges, traffic calming, congestion, and speed studies. Active transportation challenges are always considered, and countermeasures are incorporated into all projects when appropriate.

Caltrans relies on local and regional agencies to bring forth active transportation issues or concerns on state routes identified in planning processes like GoShasta. Once projects are identified, Caltrans actively seeks public input and partnership to find a resolution.

Current Caltrans active transportation assessments include:
1. a statewide effort for each Caltrans district to develop a district active transportation plan. This plan will identify current system assets in regards to complete streets on the state highway system; and
2. a local specific corridor study for state route 273. This study will be specific to the state route 273 corridor looking at the needs of multimodal users. This plan follows the state route 273 public participation study that was completed in September 2017.

For questions about specific active transportation issues on state routes in the Shasta Region, email D2bike@dot.ca.gov or call 530-225-2735.
Chapter 4: Implementation

Achieving the active transportation vision for the Shasta Region will require smart investments in infrastructure and programs. As the agency responsible for regional transportation planning and funding, Shasta Regional Transportation Agency (SRTA) is focused on efforts that offer a high return on investment while also ensuring that people throughout the Shasta Region are provided low-cost mobility options and equitable access to economic opportunities and physical activity.

Project Prioritization

While all the recommended projects in this ATP play an important role in a region-wide, safe and connected active transportation network, certain projects are going to provide greater benefits in terms of meeting demand, improving safety and connecting the region’s activity centers. To identify the projects that will help to best achieve an increase in active transportation mode share, and the safety and comfort of active transportation users, recommended projects were prioritized using Geographic Information Systems (GIS) analysis. A number of criteria related to safety, connectivity, demand, and equity were used to identify priority projects (see Table 4.1). Additional detail on the specific measures and weights used in the prioritization process are included in Appendix D.

Table 4.1. Criteria for prioritizing projects

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>Number of pedestrian/bicycle crashes</td>
</tr>
<tr>
<td></td>
<td>Level of Traffic Stress (bicycle projects only)</td>
</tr>
<tr>
<td>Connectivity</td>
<td>Connects with existing facilities</td>
</tr>
<tr>
<td></td>
<td>Closes network gap</td>
</tr>
<tr>
<td></td>
<td>Connects with proposed facilities</td>
</tr>
<tr>
<td>Demand</td>
<td>Provides access to parks</td>
</tr>
<tr>
<td></td>
<td>Provides access to schools</td>
</tr>
<tr>
<td></td>
<td>Provides access to transit</td>
</tr>
<tr>
<td></td>
<td>Connects to (or within) Strategic Growth Area</td>
</tr>
<tr>
<td>Equity</td>
<td>Connects to (or within) Disadvantaged Community (See Appendix D for definition)</td>
</tr>
</tbody>
</table>

This quantitative GIS analysis generated a list of projects with associated prioritization scores – the higher the score, the greater benefits a given project is likely to provide. This list was then reviewed by SRTA and its local agency partners and modifications were made based on factors not captured in the quantitative analysis, such as knowledge of upcoming roadway or private development projects that can be leveraged to implement the recommended project.

Table 4.2 list priority pedestrian and bikeway projects, respectively, that will be integrated into the Regional Transportation Plan (RTP) fiscally-constrained project lists. The order in which projects are ultimately implemented will depend on a number of factors including the complexity of the project and level of design needed, other upcoming projects that present “piggybacking” opportunities, sequencing that emphasizes connectivity to existing facilities, and how well a given project might satisfy criteria of different grant programs. Additional projects that are recommended in this ATP and will be integrated into the RTP are included in Appendix E.

Several projects in Table 4.2 and projects listed in Appendix E are “subject to Caltrans process.” Please refer to page 51 for more information about Caltran’s project development process.

Active transportation projects from each jurisdiction in the Shasta Region are represented in the following table, including projects listed in the city of Redding’s Active Transportation Plan (ATP). More information on city of Redding projects, policies, and programs can be found Redding’s ATP. The ATPs for the city and the region were developed somewhat independently out of the same planning effort and will move forward together. As the City of Redding updates the project list in its ATP, these changes will automatically be incorporated in the GoShasta plan and the regional transportation plan.
### Table 4.2 - GoShasta Project List

#### Anderson

**Pedestrian**

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Time Band</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>NORTH ST</td>
<td>DOWNING LN/ RIVERSIDE AVE</td>
<td>I 5 NB ON/R/ McMURRAY DR</td>
<td>Commercial/Civic Corridor</td>
<td>0.85</td>
<td>2018-2025</td>
<td>$1,402,000</td>
</tr>
<tr>
<td>STINGY LN</td>
<td>BAY ST/RUPERT RD</td>
<td>NORTH ST</td>
<td>Community Walking Connection</td>
<td>0.80</td>
<td>2018-2025</td>
<td>$725,500</td>
</tr>
<tr>
<td>NORTH ST</td>
<td>I 5 NB ON/R/ McMURRAY DR</td>
<td>DOUGLAS ST</td>
<td>Commercial/Civic Corridor</td>
<td>0.58</td>
<td>2018-2025</td>
<td>$966,500</td>
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</table>

**Anderson Subtotal** $3,094,000

#### Shasta Lake

**Pedestrian**

<table>
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<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Time Band</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASHBY RD</td>
<td>LOS GATOS AVE</td>
<td>FRONT ST/SHASTA DAM BLVD</td>
<td>Safe Routes to School</td>
<td>0.29</td>
<td>2018-2025</td>
<td>$495,500</td>
</tr>
<tr>
<td>MCCONNELL AVE</td>
<td>SHASTA DAM BLVD</td>
<td>MAIN ST</td>
<td>Commercial/Civic Corridor</td>
<td>0.10</td>
<td>2018-2025</td>
<td>$170,500</td>
</tr>
<tr>
<td>ASHBY RD</td>
<td>PINE GROVE AVE</td>
<td>LA MESA AVE</td>
<td>Safe Routes to School</td>
<td>1.20</td>
<td>2018-2025</td>
<td>$2,049,500</td>
</tr>
<tr>
<td>DEER CREEK RD/ VALLECITO ST</td>
<td>CABELLO ST</td>
<td>SHASTA DAM BLVD</td>
<td>Safe Routes to School</td>
<td>0.53</td>
<td>2018-2025</td>
<td>$906,500</td>
</tr>
<tr>
<td>PINE GROVE AVE</td>
<td>JORZACK WAY</td>
<td>ASHBY RD</td>
<td>Community Walking Connection</td>
<td>1.40</td>
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<td>$1,267,500</td>
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<tr>
<td>CASCADE BLVD</td>
<td>PINE GROVE AVE</td>
<td>GRAND COULEE BLVD</td>
<td>Community Walking Connection</td>
<td>0.67</td>
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<td>$609,000</td>
</tr>
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<td>CASCADE BLVD</td>
<td>GRAND COULEE BLVD</td>
<td>I 5 NBOFF/R/I 5 SBON/R/SHASTA DAM BLVD</td>
<td>Community Walking Connection</td>
<td>0.57</td>
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**Shasta Lake Pedestrian Subtotal** $6,011,000

**Bicycle**

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<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Time Band</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHURN CREEK TRAIL - CONNECTION</td>
<td>OASIS RD</td>
<td>PINE GROVE AVE</td>
<td>Shared Use Path</td>
<td>1.73</td>
<td>2018-2025</td>
<td>$1,407,500</td>
</tr>
<tr>
<td>SHASTA DAM RD</td>
<td>ASHBY RD</td>
<td>LAKE BLVD</td>
<td>Buffered Bike Lane - Subject to Caltrans Process</td>
<td>1.88</td>
<td>2018-2025</td>
<td>$203,000</td>
</tr>
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</table>

**Shasta Lake Bicycle Subtotal** $1,610,500

**Shasta Lake Subtotal** $7,621,500

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**Page 240 of 520**
### Redding

#### Pedestrian

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Time Band</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Redding Pedestrian Subtotal** $--$

#### Bicycle

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Time Band</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUTTE ST</td>
<td>CONTINENTAL ST</td>
<td>SUN Dial BRIDGE DR</td>
<td>Buffered Bike Lane</td>
<td>0.39</td>
<td>2018-2025</td>
<td></td>
</tr>
<tr>
<td>CONTINENTAL ST</td>
<td>BUTTE ST</td>
<td>TRINITY ST</td>
<td>Separated Bike Lane</td>
<td>0.31</td>
<td>2018-2025</td>
<td></td>
</tr>
<tr>
<td>OFF-STREET (TURTLE BAY TO DOWNTOWN TRAIL)</td>
<td>TURTLE BAY</td>
<td>CONTINENTAL ST</td>
<td>Shared-Use Path</td>
<td>0.36</td>
<td>2018-2025</td>
<td></td>
</tr>
<tr>
<td>PARK MARINA DR</td>
<td>SUN Dial BRIDGE DR</td>
<td>E CYPRESS AVE</td>
<td>Shared-Use Path</td>
<td>1.35</td>
<td>2018-2025</td>
<td></td>
</tr>
<tr>
<td>PARK MARINA DR</td>
<td>SUN Dial BRIDGE DR</td>
<td>PARKVIEW AVE</td>
<td>Buffered Bike Lane</td>
<td>1.40</td>
<td>2018-2025</td>
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<tr>
<td>SHASTA ST, WILLIS ST; PLEASANT ST; SOUTH ST</td>
<td>SOUTH ST/SAN FRANCISCO ST</td>
<td>SHASTA ST/COURT ST</td>
<td>Bike Boulevard</td>
<td>1.46</td>
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<td>CASTLEWOOD DR</td>
<td>HWY 44 WB OFF/R/HWY 44 WB ON/R</td>
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<tr>
<td>CAPRICORN WAY</td>
<td>CASTLEWOOD DR</td>
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<td>SOUTH ST</td>
<td>EAST ST</td>
<td>PARK MARINA DR</td>
<td>Bike Boulevard</td>
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<td>CENTER ST</td>
<td>CONTINENTAL ST</td>
<td>Separated Bike Lane</td>
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<td>VICTOR AVE</td>
<td>BRAMBLE PL</td>
<td>E CYPRESS AVE</td>
<td>Shared-Use Path</td>
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</tr>
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<td>VICTOR AVE</td>
<td>BRAMBLE PL</td>
<td>OLD ALTURAS RD</td>
<td>Buffered Bike Lane</td>
<td>1.76</td>
<td>2018-2025</td>
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</table>

**Redding Bicycle Subtotal** $--$

**Redding Subtotal** $--$

### Shasta County

#### Bicycle

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Time Band</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESCHUTES RD</td>
<td>BOYLE RD/OLD DESCHUTES RD</td>
<td>LASSEN VIEW DR</td>
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Shasta County Subtotal $683,000

GoShasta Projects Subtotal $11,398,000
Funding

Sufficient funding is critical to the implementation of the GoShasta Regional Active Transportation Plan (ATP). The degree to which SRTA and its partners invest in the future outlined in this plan and the RTP will determine how likely that future can be realized and how closely it resembles what has been envisioned through extensive outreach and planning.

Local agencies frequently face financial challenges (i.e. purchasing right of way, funding plans to get projects shovel ready, etc.) which can impede progress with project implementation. Hence their strategic approach to funding projects. Small active transportation projects are often built as part of street and road maintenance projects funded with local transportation funds or traffic impact fees. Medium to large active transportation projects generally require grant assistance from state and federal programs, such as the Active Transportation Program or the Highway Safety Improvement Program. SRTA respects the demands faced by local agencies and, in addition to its regional non-motorized program, offers technical assistance to agencies pursuing grant funding opportunities such as the Active Transportation Program.

Regional Funding

As the federally-designated metropolitan planning organization (MPO) and state-designated regional transportation planning agency (RTPA) for the Shasta Region, SRTA's funding comes from a variety of federal, state and local sources. SRTA is apportioned a certain level of funding through federal and state transportation programs based on population. SRTA's Non-Motorized Program is an investment vehicle devoted exclusively to funding non-motorized projects. The program has two components:

- **The 2% Non-Motorized Program** - Originates from a 2% "off the top" allocation of the Local Transportation Fund (LTF) under the Transportation Development Act (TDA) and is open to all areas in Shasta County.
- **The Rural BLAST (Bike Lanes and Sidewalks to Transit) Program** - Funds non-motorized facilities that link to public transit in rural areas and also utilizes TDA funds.

The Non-Motorized Program has approximately $130,000 available annually. However, typical project costs far exceed this amount. A key goal of the program is local agencies’ use of Non-Motorized Program funding from SRTA as match for state and federal funds that may be required for more costly bicycle and pedestrian projects.

SRTA may also utilize other funding sources, such as the State Transportation Improvement Program (STIP), to fund non-motorized projects, provided they are included in the RTP and are of regional significance. For instance, SRTA has programmed $400,000 of its STIP funding toward the city of Redding's active transportation project connecting the Sacramento River Trail to the city's downtown. This investment will help build a high quality biking and walking connection, offering safer transportation alternatives and effectively representing the first step toward the development of the region's future Trunk Line system.

Regional Trunk Line System

As described in Chapter 1, SRTA will work closely with local agency partners to develop a regional system of high quality active transportation facilities (Trunk Lines) that connect Strategic Growth Areas and activity centers throughout the Shasta region. Because SRTA does not own or operate any roadways or control other rights-of-way, local agencies will be the ones to lead Trunk Line implementation. Local agencies, in consultation with neighboring jurisdictions and SRTA, will determine the most suitable alignment of the Trunk Lines.

Direct connections to existing Trunk Lines and portions of the local network that qualify as Trunk Lines may be eligible for regional funding from SRTA. Some projects listed in Table 4.2 may be considered for Trunk Line designation.
Federal and State Funding Sources

There are a number of additional federal and state funding sources that can be used for bicycle and pedestrian projects that are available to SRTA and its local partners on a competitive basis. These funding sources are described below.

Federal Funding Opportunities

The Federal Highway Administration (FHWA) maintains a data table to assist communities in understanding which federal funding programs could be used for bicycle and pedestrian projects. Specific program requirements must be met and eligibility must be determined on a case-by-case basis. For example, transit funds must be used to provide access to transit, and Congestion Mitigation and Air Quality Improvement (CMAQ) funds must benefit air quality in eligible areas. More detailed information can be found at the link below.

Resources

• FHWA’s Bicycle and Pedestrian Program webpage. [https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/](https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/)

FHWA Grant Programs

Transportation Investment Generating Economic Recovery (TIGER) grants fund a broad array of road, rail, transit, and bicycle and pedestrian projects. The program focuses on capital projects that generate economic development and improve access to reliable, safe, and affordable transportation, especially for disadvantaged communities. The grant funds projects that have gone through preliminary design stages, and prioritizes projects with broad stakeholder support. Applicants are required to demonstrate that project benefits outweigh the costs. Projects in urban areas must request at least $10 million (with a 20% match).

Resources

• Tiger Discretionary Grants. [www.transportation.gov/tiger](https://www.transportation.gov/tiger)

Federal Transit Administration (FTA) Grant Programs

Fixing America’s Surface Transportation (FAST) Act Funding

The Fixing America’s Surface Transportation (FAST) Act supports transit funding through fiscal year 2020, reauthorizes FTA programs, and includes changes to improve mobility, streamline capital project construction and acquisition, and increase the safety of public transportation systems across the country. The FAST Act’s five years of predictable formula funding also includes funding for new grant programs for buses and bus facilities, innovative transportation coordination, workforce training, and public transportation research activities.

Resources


Transit Oriented Development (TOD) Planning Pilot Grants (5309)

This program provides funding for:

• Advanced planning efforts that support transit-oriented development (TOD) associated with new fixed-guideway and core capacity improvement projects
• Projects that facilitate multimodal connectivity and accessibility
• Projects that increase access to transit hubs for pedestrian and bicycle traffic

Resources

Bus and Bus Facilities Program (Ladders of Opportunity Initiative) (5309)

Funds from this program may be used to modernize and expand transit access specifically for the purpose of connecting disadvantaged and low-income individuals, veterans, seniors, youths, and others with local workforce training, employment centers, health care, and other vital services.

Resources


Enhanced Mobility of Seniors and Individuals with Disabilities Program

This program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services. This program consolidates New Freedom eligible projects. Bicycle and pedestrian improvements that provide access to an eligible public transportation facility and meet the needs of the elderly and individuals with disabilities are eligible for funding.

Resources


State Funding Opportunities

Active Transportation Program

In 2013, Governor Edmund G. Brown Jr. signed legislation creating the Active Transportation Program (ATP). This program consolidated the Federal Transportation Alternatives Program (TAP), California’s Bicycle Transportation Account (BTA), and Federal and California Safe Routes to School (SRTS) programs. The ATP is administered by Caltrans Division of Local Assistance, Office of Active Transportation and Special Programs.

In 2017, SB 1 augmented the ATP by $100 million per year. The Cycle 4 call for projects is expected for March 2018. It is anticipated that roughly $440 million will be awarded to active transportation projects. Per the legislation that guides the ATP (SB 1 and AB 101), future call for projects will be announced on the even years with the adoption of the program taking place no later than April of the following odd year.

The California Transportation Commission hosts workshops in advance of each ATP cycle to provide technical assistance and to discuss possible changes to the guidelines and application process. The project list in Appendix E offers valuable information for local agencies as they begin preparing ATP applications, as does the table below.

### ATP Application Assembly – Helpful Hints

<table>
<thead>
<tr>
<th>Application Question</th>
<th>Where to Get This Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use SRTA’s regional disadvantaged community definition.</td>
<td>Consult the map of Disadvantaged Community Analysis in Appendix B, or discuss with SRTA staff.</td>
</tr>
<tr>
<td>Estimating current and future bicycle and pedestrian use for a project</td>
<td>NCHRP 770</td>
</tr>
<tr>
<td>Estimating current and future bicycle and pedestrian use for a project by students</td>
<td>Resources and expert help available at the Safe Routes to School National Partnership.</td>
</tr>
<tr>
<td>Bike and Ped Fatalities and Injuries near a project (Data &amp; Maps)</td>
<td>Consult SWITRS (Internet Statewide Integrated Traffic Records System) and TIMS (Transportation Injury Mapping System).</td>
</tr>
</tbody>
</table>

Additional technical assistance, resources, and trainings are made available through the Active Transportation Resource Center.

Resources

- Active Transportation Program. [http://www.dot.ca.gov/hq/LocalPrograms/atp/](http://www.dot.ca.gov/hq/LocalPrograms/atp/)
- Active Transportation Resource Center. [http://caatpresources.org/](http://caatpresources.org/)

System Safety Analysis Report Program (SSARP)

The SSARP program was established by Caltrans in 2016, and is designed to assist local agencies in performing collision analysis and the identification of safety issues on roadway networks for all modes. The program focuses on systemic safety analysis for motor vehicles.
with an emphasis on pedestrian and bicycle collisions. This analysis should result in a list of systemic, low-cost countermeasures that can be used to prepare designs to be used in applications for future Highway Safety Improvement Program (HSIP) funding cycles.

**Resources**


**Highway Safety Improvement Program (HSIP)**

HSIP funds are available for safety projects aimed at reducing traffic fatalities and serious injuries. Bike lanes, roadway shoulders, crosswalks, intersection improvements, underpasses and signs are examples of eligible projects. Projects in high-crash locations are most likely to receive funding. This program is funded through FHWA and is administered by Caltrans; all projects must result in the complete construction of safety improvements.

**Resources**

- Highway Safety Improvement Program (HSIP). http://dot.ca.gov/hq/LocalPrograms/hsip.html

**California Office of Traffic Safety (OTS)**

The California OTS has grants available to reduce motor vehicle fatalities and injuries in specific areas of pedestrian and bicycle safety, roadway safety, community based organizations, police traffic services, alcohol and drugs, occupant protection, emergency medical services, and traffic records.

**Resources**


### Affordable Housing and Sustainable Communities (AHSC) Program

The Strategic Growth Council’s Affordable Housing and Sustainable Communities (AHSC) Program provides grants and affordable housing loans for compact transit-oriented development and related infrastructure and programs that reduce greenhouse gas (“GHG”) emissions. These projects increase the accessibility of housing, employment centers, and key destinations via low-carbon transportation options (walking, biking, transit) resulting in fewer vehicle miles traveled (VMT) and mode shift.

**Resources**

- Affordable Housing and Sustainable Communities (AHSC) Program. http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml

### Local Funding Mechanisms

Local communities have a variety of mechanisms they can use to fund active transportation projects, including:

- Transportation impact fees
- Local bond measures or levies
- Business Improvement Districts
- Local Improvement Districts
- Conditions for development and subdivision approval
Pedestrian Network Recommendations

- Commercial/Civic Corridor
- Rural Community Main Street
- Community Walking Connection
- Safe Routes to School

Subject to Caltrans Process

Spot Recommendations

- Gateway Treatment
- Key Crossings

Subject to Caltrans Process


downtown redding

Regional Active Transportation Network - Recommended Pedestrian Network

Burney and Johnson Park Area

Fall River Mills and McArthur Area

Downtown Redding
Appendix A. Public Outreach

This document includes:

- Appendix A. Public Outreach, including a summary of Phase I and Phase II community outreach
- Appendix A.1. Results from the Online Survey
- Appendix A.2. WikiMap Comment Locations

Phase I Community Outreach Summary

As part of the GoShasta Active Transportation Plan development process, a variety of outreach and engagement strategies were used to gather input from Shasta County residents on existing conditions, opportunities, and challenges related to walking and biking. This section summarizes these strategies, and the input received.

Pre-Charrette Outreach

Leading up to the opening outreach campaign, the consultant team worked with SRTA to engage stakeholders through consultation with two Citizen Advisory Committees, conduct online and off-line outreach, and ultimately engage hundreds of people in the active transportation planning process.

Citizen Advisory Committees

Prior to the February workshops, the consultant team and SRTA met twice with SRTA’s GoShasta Citizen Advisory Group and once with the City of Redding’s Active Transportation Advisory Group. Committee members completed an initial online survey to help identify specific locations to evaluate for bicycle and pedestrian safety, as well as to make recommendations for community outreach. Of 42 respondents, 30 represented the Redding area, and two represented the Cities of Anderson and Shasta Lake, with the remaining representing the outlying unincorporated areas. Most respondents (78 percent) indicated that they were recreational cyclists, with many also indicating they were commuting cyclists or mountain bikers as well. Approximately 50 percent of survey respondents indicated that all types of active transportation should be the focus of the active transportation plans, including: walking, biking, access for disabled individuals, and transit connections.
Q6 Please select the top focus priority for accessing these destinations

Answered: 34  Skipped: 8

Figure A.1. Response to the top focus priority for accessing destinations.
A survey taken by the Advisory Committees provided insights on the most important issues related to walking and biking within the Shasta region.

**Project Website and Online Tools**
The goshasta.org website was launched in January 2017 to provide a virtual project interface. An online survey and WikiMap (i.e., online map that allows viewers to add comments) provided an online venue for public participation, effectively expanding ways for the public to get involved in the project without the need to travel to a workshop. The website was promoted through social media, event flyers, print media, and targeted outreach to stakeholders. The results of online engagement are discussed in detail in the “Online Engagement Tools” sections that follows.

**Media**
A mixed media approach was utilized to publicize the launch of the GoShasta Regional Active Transportation Plan and the City of Redding Active Transportation Plan. Media outreach focused on educating the public about the planning process and promoting public involvement. A media release was distributed to the region’s print media and newspapers, supported by a social media campaign and bilingual charrette event flyers. Local agencies and organizations assisted SRTA and the City of Redding in distributing the media release to press contacts, as well as with boosting the social media campaign on Facebook and Twitter.
Figure A.3. Social media outreach for the Plans

A charrette flyer (see Figure A.4) was distributed electronically, in print, and via social media to promote in-person and online participation. A Spanish language flyer was also provided.
Figure A.4. Flyer in English and Spanish advertising the charrette.

Figure A.5. In Burney, a light-up message board was used to promote the workshop.
Targeted Outreach and Personal Invitations

In addition to promoting participation through mass media and social media, the Local Government Commission worked with SRTA to engage local agency staff, decision makers, area Tribes and local organizations. Through personalized emails and phone calls, agency staff, active transportation advocates, and Tribal leaders were invited to participate in a series of stakeholder meetings, walk audits, and the workshops. The Burney and Shasta Lake Chambers of Commerce promoted the workshop events to their membership as well as the public at large.

Citizen’s Advisory Committee Meeting

On Monday, February 6, 2017, the project team met with the Citizen’s Advisory Committee (CAC). The project team presented on the status of the project and the Level of Traffic Stress (LTS) Methodology. The CAC discussion centered around projects and policies that would improve walking and biking conditions in the Shasta Region.

A key discussion point was the presence of barriers. Neighborhood streets, while sometimes lacking sidewalks, are generally thought of as pleasant and safe places to walk or bike. However, to access services and use walking and biking as a mode of transportation, the connections out of the neighborhoods and to different parts of town are very lacking. Many people agreed that the Shasta Region has excellent recreational biking opportunities, but biking for transportation is difficult. Walking sometimes feels like an afterthought; crosswalks are lacking and sidewalks are not always present or adequate.

The perception of crime in the region is also a factor in people’s choice to walk or bike. Participants suggested lighting and emergency call buttons may help ease people’s fears about walking in the region.

Specific projects that were discussed include the desire for a trail along the Anderson Cottonwood Irrigation District (ACID) Canal, a Class I path through the mall parking lot, and non-motorized trails between population centers, similar to Colorado’s network of trails connection several mountain towns.

Redding ATP Advisory Group Meeting

On Monday, February 6th, the project team met with the Redding ATP Advisory Group. The project team presented on the status of the project and the Level of Traffic Stress (LTS) Methodology. The discussion centered around projects and policies that would improve walking and biking conditions in Redding and included a visioning exercise.

Advisory Group members highlighted motor vehicle speeds as a major issue. People do not feel safe walking and biking where speeds are high. For example, posted speeds downtown are 30mph, but oneway streets, wide lanes, and freeway-style signage encourage people to drive much faster.

Making connections was another topic of discussion. There is evidence, as indicated by the large numbers of people walking and biking on the Sacramento River Trail, that many people have a desire to walk and bike but only do so on safe, comfortable facilities. If the trails were connected to downtown and economic centers via low stress facilities, many more people might choose to walk and bike for transportation purposes. Hilltop, Turtle Bay, and Downtown were suggested as neighborhoods that should be prioritized for connections because they are already relatively high density, walkable areas.
Visioning Exercise
ATP members were asked to form small groups to discuss their vision for the plan. Groups reported three key words that describe what they would like to see from the plan. In addition to safety, which was the most common term, the following words (similar concepts are grouped together) were mentioned:

- Connections, Seamless, Saturated
- Enjoy, Lifestyle, Beauty
- Historical
- World-Class, Infrastructure
- Data Driven

Stakeholder Meetings
City of Redding
The Redding stakeholders’ meeting held on February 6, 2017, was well attended, including representatives from the Parks, Planning, Communications Public Works, Fire and Police Departments, the Shasta Union School District and Turtle Bay. Stakeholders identified a number of challenges and opportunities related to walking and biking in Redding.

Challenges
The Chief of Police pointed out that they do not have the resources to patrol the existing trails, much less any new miles of trail. Police can be assigned to the trail but they use overtime pay; it is not a sustainable solution. The Chief stated that Redding and the trails are actually very safe, but incidents receive heavy coverage by the media, which influences people’s perception of safety.

Additional funds for policing, lighting, and emergency call boxes on the trail may help influence people’s perception of safety and willingness to use the trails.

Education for bicyclists, motorists, and pedestrians was discussed. Infrastructure is often disconnected, so bicyclists and pedestrians may take risks to cut across traffic or cross the street without the benefit of a crosswalk, while motorists may speed and not be aware of other road users. Additional infrastructure and speed management may help address these issues and could be accompanied by education and outreach.

Opportunities
The Redding area has some great recreational trails. If these trails could be connected to downtown (potentially through Turtle Bay) and other commercial centers, there is a potential for economic benefits from tourists, and increased recreational and transportation options for residents.

Specific projects discussed include a trail on Churn Creek, which the parks department has identified as a north-south trail arterial. The planning and development of this trail are in the preliminary stages, and property must be acquired first.

Stakeholders were very positive about the opportunities for additional infrastructure on City streets. Road diets have been well received in the past, which is an opportunity to add bicycle lanes to a street. The fire department understands the potential for narrower travel lanes to slow traffic and accommodate bike lanes, with assurances that response vehicles will still be able to make necessary turning movements.

The Redding school district does not bus any children that are less than three miles away from school. With the support of the Shasta Safe Routes to School program, providing routes for children to walk and
bike to school could be a huge opportunity. This would reduce school drop-off and pick-up activity and increase children’s activity levels.

**Shasta County**
The Shasta County stakeholders included representatives from the Shasta County Office of Education and the Health and Human Services Agency. The Health and Human Service Agency started Healthy Shasta, which leverages resources to improve public health throughout the county. Major challenges to walking and biking in the Shasta Region included speed limits; many miles of rural two-lane roads with narrow or no shoulders; decentralized schools; “stranger danger” perception; and schools with policies discouraging or prohibiting children from walking or biking to school. A master plan for bike and pedestrian improvements could help communities envision improvements. Unincorporated areas have a lack of accountability and potentially a mentality that small communities don’t need bicycle and pedestrian improvements. Opportunities include some small communities that have made progress, including Burney and Fall River. Healthy Shasta has excellent relationships and a good community reputation and can leverage non-infrastructure grants to support walking and biking.

**City of Shasta Lake**
Stakeholders that attended the City of Shasta Lake Stakeholder meeting included representatives from the City, Healthy Shasta, Shasta County Health and Human Services, and the Shasta County Sherriff’s office. One of the main challenges in Shasta Lake is that there are many roads without any bicycle or pedestrian facilities, including roads with more rural character and higher speed traffic, such as Cascade Boulevard. Even with the lack of facilities, there are still many people who walk and bike in the area. Similar to other communities, the issue of safety on the River Trail and issues of education and predictable behavior for bicyclists, pedestrians, and motorists was discussed. The stakeholders also discussed need for connections to bus stops and newer subdivisions, as well as regional connections to Redding and other communities. Connecting the BMX park to town and providing safe connections to schools were other priorities discussed.

**City of Anderson**
The Anderson stakeholder meeting included representatives from Healthy Shasta, Caltrans, and the City of Anderson. The biggest safety issue cited in Anderson is Highway 273, which cuts through the middle of town and has a speed limit of 45mph. Intersections along Highway 273 were of particular concern.

Anderson does have several trails that connect the River Park and a trail along 273 that connects downtown with the Walmart and nearby businesses. There are still gaps that need to be connected; for example, along Balls Ferry Road and Stingy Lane. Extending this trail to connect to employment and residential areas to the northwest was mentioned as an important connection. The Anderson Police Department supports several programs that promote safe walking and biking including volunteer patrols, deployment of speed feedback signs, crossing guard training, and Safe Routes to School. One of the main challenges facing Anderson is finding funding for bicycle and pedestrian projects; as a small town with limited city staff, there is rarely time to find and apply for necessary grants.

**Walk Audits**
Walk audits and bicycle assessments were conducted in four communities during the February 6-9 charrette week. Audits were held in downtown Redding, Burney, Shasta Lake, and Anderson. Discussion focused on the safety and quality of the pedestrian and bicycle environments, and how facilities could be improved to support walking and cycling.
Figure A.6. Despite record rainfall, advocates and agency staff joined SRTA staff, City of Redding staff, and the consultant team for walk and bike audits.
Concerns about a lack of designated bike lanes, gaps in pedestrian infrastructure, ADA accessibility and vehicle speeds were raised. Recent improvements to pedestrian facilities along Placer Street were noted as examples of a safe and enjoyable pedestrian environment.
Figure A.8. The Burney audit zeroed in on State Route 299 through downtown Burney, which also serves as Burney’s main street.
Figure A.9. A lack of safe pedestrian crossings along State Route 299 and reducing speeds were the top concerns identified during the walk audit. Pedestrian crossings were unmarked, poorly marked, or not highly visible.
Figure A.10. The walk audit in Shasta Lake focused on the triangle formed by Shasta Lake Boulevard, Grand Coulee Boulevard and Cascade Boulevard.
Things to Consider
Observe the conditions as you walk

Sidewalk Realm and Pedestrian Conditions
- Is the sidewalk continuous?
- Are crossings highly visible, with curb extensions, low profile landscaping, and high visibility markings?
- Are crossings marked and signed?
- Are high-emphasis crosswalk markings used on arterial streets?
- If the crossing has multiple lanes, is there a median separating the crossing from each conflict direction?
- Is parking used on the street (helping create a buffer between moving cars and pedestrians)?

Street Realm and Bicycling Conditions
- Are there bicycle facilities provided? Are they adequate?
- Do bicycle facilities extend through intersections?
- Are motor vehicle lane widths appropriate for the area type? (downtown, neighborhood, residential, etc.)
- Are motorists’ speeds and yielding behaviors supportive of bicycling and walking?

Figure A.11. Additional walk about route
Public Workshops
From February 6-9, 2017, public workshops were held in Redding, Burney, Shasta Lake and Anderson. Attendance was greatest at the Redding workshop, with many participants traveling from outlying areas to attend the event. Following introductions, each of the workshops opened with a 20-minute presentation on Active Transportation by Paul Zykofsky of the Local Government Commission. Visual examples were provided of complete streets, traffic calming techniques, good sidewalk design, high visibility and protected pedestrian crossings, and different types of bicycle facilities. Following the presentation, participants were invited to visit a series of stations to provide input on active transportation needs and priorities, summarized in the “Workshop Comments” section below. A visioning exercise was conducted during the Redding workshop and is discussed in the “Active Transportation Vision” section. Free refreshments were provided at each of the workshops, made possible by funding the Local Government Commission received from The California Endowment.
Workshop Comments

City of Redding
The Redding workshop had the most participants, and many people at this workshop also commented on barriers and issues in Shasta Lake, Anderson, and the surrounding communities. Comments on these communities are summarized in the appropriate workshop summaries that follow.

The project team received many comments specific to Redding. Two maps were provided for people to input their comments. Some of the most common comments included opportunities for new trails, such as along the ACID canal, Churn Creek, Oregon Gulch, and Jenny Creek. Many comments expressed a desire for safe crossings of roadways, such as Eureka Way and Cypress Ave.

Burney and Unincorporated Shasta County
The workshop in Burney had four participants that provided excellent input. Because of low turnout, the project team structured the workshop as a focus group, with discussions on issues facing Burney and unincorporated Shasta County. Participants stressed a need for crossings of Highway 299. Comments gathered at other workshops concerning unincorporated communities echo the need for safe crossings and traffic calming of state highways that run through the town center.
City of Shasta Lake
Participants in Shasta Lake mentioned barriers along Shasta Dam Blvd and near on and off ramps leading to I-5. Many areas in Shasta Lake don’t have sidewalks or shoulders, yet many people walk. Participants mentioned the role of Shasta Dam Blvd as a recreational corridor, especially in the summer, which brings an economic benefit to the town.

City of Anderson
Participants at the Anderson workshop saw many opportunities to connect destinations within the city to each other. Anderson already has several trails, one from downtown to Wal-mart, and one that leads to Anderson River Park. There are many opportunities to connect these trails further in to town, via Balls Ferry Rd and other routes. The main barrier, similar to other areas in the Shasta Region, is the highway running through town.

Active Transportation Vision
During the February 6 workshop in Redding, participants were asked to imagine their active transportation future. Responses were written on index cards and represent participants’ vision for active transportation in Redding and the Shasta region.

The following visions were collected from workshop participants.

- Planning, building and maintaining facilities for all modes with safe options with a complete network – collaboration.
- I would like to see multiple ways for people to get around the County safely and timely without having to rely on vehicles.
- Redding is like Paris.
- Make Shasta County Great Again. Clean up the bike lanes. Repaint the Class II lanes. Fill the potholes. Have safer road for bikes. Extend the fog lines and mark them. Have signs on the road that read, “Bikes on the roadways”.
- Diagonal parking spaces throughout the downtown are for ease of access to businesses, including through downtown mall area. Sidewalks, sidewalks, sidewalks! Especially in business areas, with flashing, well-marked crosswalks in major traffic areas.

Figure A.16. A computer station was set up at each community workshop to help participants take the online survey.

Figure A.17. Clear themes emerged through the visioning exercise.
A system of trails, bikeways and complete streets that line neighborhoods, communities, and destinations. This system will be suitable for all ages and abilities, providing safe, secure, enjoyable and convenient options for travel.

Protected bike/walk corridors. Connecting the cities and towns in the region. Allowing safe non-motorized travel between the various population areas.

A robust active transportation network that lets people of all ages and abilities safely walk or bike for pleasure, commute or errands. An equitable network that will unlock our economic potential, result in better health outcomes, and help build a more sustainable community.

Connect Millville to Shingletown. Connect Shasta Lake City to Lakehead. Connect Anderson to Red Bluff. Connect Redding to Lewiston. Try to use paved trails for these connections. South 273 between the Mission and Westwood Village there is no safe pedestrian bike crossing. Lights are timed for cars.

Bike trails without cars. Downtown no cars, walkable, well-lit for safe walking in evenings. Bike routes away from busy, fast streets. Bike lockers at train, bus, and malls.

A world-class network of trails, separated bikeways, and neighborhood streets to connect to all schools, destinations, shopping and residential. Where everyone will have access to a bikeway from their neighborhood and 90% of school kids will walk, bike or ride transit to school.


Expanded urban, city streets that are safe and well connected to services, residential, work and recreation. i.e. Diestelhorst to downtown.

Safe, connected dedicated bike paths that connect to hot beds of activity, i.e. 299 Redding to Wiskeytown, Placer to Igo/Ono, Redding to Anderson via ACID.

Bike lockers or bike check-in at stores and restaurants. North and southbound bike-lanes over Shasta lake “new bridge”.

To be able to ride a bike on every street. Would include marked bike lanes that are kept clean. All businesses have bike racks.

Convenient, safe, inviting, easy to use of all ages and fitness levels. Contiguous facilities (no gaps). Connected to nature. Shade. Fun.

The City of Redding is a community that makes walking easy between neighborhoods and core areas; a city where bicycle commuting is fun, easy and safe. Around the town are recreational walking and biking trails that are the envy of many other cities. Our trails are safe, scenic and valuable for exercise, family fun, walking for pleasure, biking to work and more.

In 10 years... Every road will have a bike lane. Most people in urban areas would be able to opt out of using a car. In 20 years... Cars would no longer be the dominant form of transportation, rather: bikes, transit, walking.

Vibrant arts community with well-developed infrastructure. Safe streets via both the ability to readily walk or bike throughout the greater Redding area and regarding crime rates.

In 10 years... Protected bike lanes throughout the City. Safe access to all paved and/or unpaved trails surrounding Redding Electric, solar-powered mass transit. In 20 years... Less reliance on internal combustion, increased solar/electric powered vehicles, more ped/biking opportunities.

A paved trail bordering the ACID Canal from Turtle Bay to beyond Anderson. A trail bordering the west side of the Sacramento River from Turtle Bay to Cypress. A trail following Caboose Creek from the hill to the river.

Create a network of complete streets and trails for walking and biking that are so well connected and attractive for all ages and abilities that driving a car is an option not a necessity.

Completely protected multi-use network covering the region including the ability to connect to nearby counties and safe and convenient bike parking at all destinations. This will help solve poverty here.
• Full inclusion of people with disabilities in the planning process. Robust backbone of Class I separated paths away from autos.
• Major roads with proper bike lanes, including rural and mountainous routes like Keswick Dam road and Dry Creek Road. Safe Routes to Trails. Safe crossings with LEDs. Bike lockers or safe places to lock them.
• Safe street crossings. Connectivity of bike paths.
• Improved running/biking path along the length of the Sacramento. More hiking and biking at both lakes. Pedestrian-only thoroughfares in downtown.
• Totally walkable and bike-friendly trails and streets. Make it easy for people to walk/bike from outlying areas to downtown shops, restaurants hotels/motels, etc. without conflict with motor vehicle traffic.
• I can safely get anywhere I need to go on a dedicated walking/biking path without getting in my car. Biking is safe for children. Vibrant center of town.
• A lot of river access points. More extensive river trails system.
• An interlinked network of trails and bike lanes connecting Shasta Lake, Redding, Anderson, Cottonwood, Palo Cedro, old Shasta and Centerville that allows safe recreational and commuter cycling to/from the urban centers and connections to rural areas.
• More green space in and around transit routes. Diminished use of cars as a whole. Link to major recreational areas for bikes. Safe bike paths connecting all major business and residential areas. Pedestrian links to river from downtown. Easy and convenient transit.
• Develop Park Marina area into mixed public use, a cycling hub with food, activities, parks, retail, with full access to river.
• Bike only trails from outer communities into the downtown area for safer commuting. Trails for road bikes throughout the County for enjoyment.
• Pedestrian connection between Turtle Bay and the waterfront along Park Marina over/under Hwy 44. Well-established river walk along Park Marina, with restaurants, businesses, outdoor activity areas.

**Online Engagement Tools**

**Online Survey**
An online survey was made available from January 10th to February 28th. Survey respondents were asked questions regarding what type of bicycle rider type they identify themselves as, barriers to riding a bicycle and walking, strengths and weaknesses of the bikeway and sidewalk network, open comments, and typical demographic information. Aggregate responses for each question can be viewed in Appendix A.1.

**Bicycling Results**
Personal security was reported as a concern for many people who are interested in bicycling but are concerned with the perception of crime in the area, particularly as it relates to being alone and outside at night. In addition to personal security, the lack of safe places to secure a bicycle at destinations was a common theme, which was a moderate reason why some people choose not to ride their bicycle. Some respondents suggested that popular destinations should provide secured bicycle lockers to eliminate or reduce the possibility of bike theft or theft of bicycle accessories, which would encourage people to choose to ride their bicycle more often.

Large distances between desired destinations and survey respondents' homes make bicycling a relatively unattractive mode of transportation. In addition to the lack of close-by destinations, people stated that it
is difficult to carry goods/packages and/or children on their bicycles, which is made more difficult when having to bicycle on uncomfortable roadways with far apart destinations.

Debris in bike lanes causing flat tires and unsafe riding conditions is a concern that was voiced by many survey respondents. Complaints of rocks, thorns, trash, and sharp objects within bike facilities or on shoulders make it unappealing to ride a bicycle and potentially unsafe. Some people mentioned they ride exclusively on off-street trails due to damaging debris that is in the roadway. While this barrier to bicycling was not a major reason identified when directly asked whether maintenance was a barrier, this was a reoccurring theme in the write-in comment section.

Weather also impacts peoples’ decision to ride a bicycle. In the summer, temperatures rise to an uncomfortable level and cause a higher amount of perspiration. Many respondents stated they do not want to arrive to their destinations sweaty and avoid riding a bicycle for commuting or utility purposes during the summer months.

Traffic-related reasons that discourage bicycling had strong effect on whether people choose to ride a bicycle in Shasta County. Motor vehicle speeds, motorists being inconsiderate or inattentive, existing bicycle facilities do not feel safe, and existing bicycle facilities do not go to desired destinations. Motor vehicle speeds and motorist actions were a strong theme that emerged through the write-in comment sections.

If bicycling in Shasta County improved and felt more comfortable and safer, 68% of respondents reported they would regularly ride a bicycle or at least five or more days a week, a large increase from the current share of respondents (31%) who ride regularly or more than 5 days a week. To assess what type of bicycle facilities are desired, survey respondents were shown images of different types of bike facilities and asked how comfortable that feel or would feel riding on each bicycle facility. Bicycle facilities that provide the least amount of physical separation between bicyclists and motorists have the lowest levels of comfort and conversely is true with bicycle facilities with higher levels of physical separation. Rural roadways and marked shared lanes were found to be the least comfortable bike facility types and multi-use trails and protected bike lanes with curbs and/or vertical separation have the highest report level of comfort (see Table A.1).
Walking Results
Numerous people commented that many areas within Shasta County and the City of Redding felt unsafe and creates a barrier to walking for recreation and for running errands, similar to the reason why some choose not to ride a bicycle. Disconnected sidewalks and long distances between destinations discourage many people from choosing to walk in Shasta County. Many people noted there are not enough pedestrian accommodations to make people feel safe and comfortable walking, particularly too
many large parking lots, high speed roadways, lack of sidewalks, lack of shade, unsafe roadway crossings, and not enough space separating motorists from pedestrians. Destination are too far apart, not connected to existing or non-existent transit service, and there is not enough shade to make it comfortable to walk in the summer.

Many of the write-in other comments stated that crime is a serious issue in Shasta County, particularly in the City of Redding which makes walking around, especially at night, uncomfortable and potentially unsafe.

**WikiMap Results**
An online map was made available between January 10th and February 28th to allow people to identify specific locations where there are walking and/or bicycling issues, missing connections, locations where bike parking improvements are needed, and where there are strong bicycle and/or pedestrian facilities in place. For each point placed on the map, the user could manually write a comment to describe in detail the issue or opportunity impacting active transportation. Approximately 90 individuals contributed to the online map, placing a total of 464 comments.

<table>
<thead>
<tr>
<th>Location</th>
<th>Bicycling Comments</th>
<th>Walking Comments</th>
<th>Comment &quot;Likes&quot;</th>
<th>Total Comments</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson</td>
<td>4</td>
<td>1</td>
<td>5</td>
<td>5</td>
<td>1%</td>
</tr>
<tr>
<td>City of Shasta Lake</td>
<td>10</td>
<td>0</td>
<td>8</td>
<td>10</td>
<td>2%</td>
</tr>
<tr>
<td>Redding</td>
<td>189</td>
<td>101</td>
<td>667</td>
<td>290</td>
<td>65%</td>
</tr>
<tr>
<td>Unincorporated County</td>
<td>104</td>
<td>14</td>
<td>155</td>
<td>118</td>
<td>27%</td>
</tr>
<tr>
<td>Big Bend/Burney/Fall River Mill Unincorporated Area</td>
<td>13</td>
<td>7</td>
<td>21</td>
<td>20</td>
<td>5%</td>
</tr>
<tr>
<td>Total</td>
<td>320</td>
<td>123</td>
<td>856</td>
<td>443</td>
<td>100%</td>
</tr>
</tbody>
</table>

Table A.2. Number of WikiMap Comments by Comment Type and Location

**Reoccurring themes from WikiMap input:**
- Debris in roadway/bike facility and poor pavement conditions
- Safe routes and connections to schools, park, and institutions are needed
- Demand for connections to local and regional destinations and to other nearby cities
- More space for people riding a bicycle and walking
- High vehicle speeds contributing to uncomfortable and potentially unsafe pedestrian and bicyclist environments
- Improved crossings for pedestrians and bicyclists at major roadways
- Lack of sidewalk network and pedestrian amenities
- Need for off-street paths connecting to other communities
- Current bike and pedestrian infrastructure and accommodations are not meeting current needs

A large majority of map comments were within the City of Redding. Nearly all walking concerns were located within the City of Redding. However, concerns outside of Redding echoed the same issues; high speed vehicle traffic, disconnected sidewalks, need for improved connections to parks, schools, and institutions, and improved crossings. Other comments noted lack of crosswalks, number of vehicle travel lanes, and need for of traffic controlling devices in some locations. Commenters also recommended more bicycle infrastructure such as bike boxes, green pavement markings at intersections, narrower and
fewer vehicle travel lanes, and safer bike lanes. Details related to map comments received within the City of Redding can be read in the Phase I Community Outreach Summary report for the City of Redding.

In unincorporated areas of Shasta County, respondents requested that there be wider shoulders or bike lanes on existing roadways, or trails connecting Whiskeytown, Shasta, Kett, and Keswick. Some of the identified roadways for bicycle infrastructure to connect those communities are State Highway 299, Rock Creek Road, Iron Mountain Road, Keswick Dam Road, and Swasey Road. These roadways were identified as a popular route for bicyclists and potentially pedestrians, and it was suggested they would become more popular if there were more bicycling and walking accommodations. Difficult crossing for motorists to see bicyclists and pedestrians crossing Keswick Dam Road at the Sacramento River Trail due to the curve of the road. Additional signage and striping may improve the crossing. Keswick Dam Road was also identified as being a very uncomfortable road to ride a bike on due to how much the roadway curves, hills, and the narrow shoulder.

Several respondents noted that it is uncomfortable to cross State Route 273 in Anderson as a bicyclist. The roadway is very wide and when waiting at a red traffic signal there is no designated place for people riding bikes. In addition to the need for improving the crossing at State Route 273, protected bike lanes or wide bike lanes were suggested to connect people from Anderson to surrounding communities.

Crossing and traveling along State Highway 299 was reported to be an issue in Burney. Responses included suggestions to have a continuous sidewalk throughout the length of the town on State Route 299, providing a bike lane or multi-use path to promote safe bicycling and walking, and improving crossings. Installing a traffic signal at Marquette Street was one specific suggestion. Providing sidewalks on at least one side of the street near schools was recommended to provide a safe space for children to walk to and from schools.

Several comments requested new paths to connect Shasta Lake to surrounding communities. A path that follows Churn Creek was suggested as well as paths connecting to Redding, Mountain Gate, and to local parks. Poor pavement conditions were a reoccurring theme for roadways in Shasta Lake which contributes to making riding a bicycle uncomfortable.

There were many comments requesting traffic calming measures to be implemented to improve corridors and intersections that would make it more comfortable and safer to walk and bike to and from schools, institutions, medical clinics, libraries, and parks throughout the region. One location that had a concentration of requests for roadways improvements to allow students to get to Shasta College was along Old Oregon Trail.

Loose gravel and debris in the roadway making riding a bicycle dangerous or uncomfortable was an issue commented on throughout Shasta County and the City of Redding.

**Summary**

A tremendous amount of valuable input was received during Phase 1 of the GoShasta public outreach efforts. Below are common themes from stakeholder meetings, public workshops, the citizen advisory committee, walk audits, and online engagement tools:

- There is strong public demand for safer, more connected, and convenient bicycle and pedestrian infrastructure including on-street and off-street bike facilities, sidewalks, secured bicycle parking, and traffic calming measures.
• When stakeholders were asked what type of bike facilities they prefer and would encourage them to ride a bike, protected bike lanes and off-street trails received the most positive feedback, and would result in the highest increases in people bicycling more often.
• Motor vehicle speeds and dangerous motorist behaviors were reported as contributing factors that make walking and biking uncomfortable and potentially unsafe.
• Debris on the roadway and bike facilities was identified as a barrier to bicycling throughout the region.
• Intersections and corridors near schools, trails, parks, and other popular destinations received the highest number of comments regarding bicycle and walking concerns.
• Improving connections to schools, libraries, open spaces and recreational areas, institutions, and regional assets is a common theme among Shasta County stakeholders.
• Improving walking and biking connections to transit will assist people to reach destinations that are too far away to solely walk or ride a bicycle to as well as avoid high temperatures in the summer months.
• Perception of high crime rates discourage people from walking and riding a bicycle.
• Safe crossings on major roadways, directness, access to shared use paths, greenspace and shopping was identified as priorities during the public charrette process.
• Positive feedback surrounded the concept of a north/south off-street trail that follows Churn Creek and new trails along the ACID canal, Oregon Gulch, and Jenny Creek.
• Neighborhood streets, while sometimes lacking sidewalks, are generally thought of as pleasant and safe places to walk or bike. However, to access services and use walking and biking as a mode of transportation, connections beyond neighborhoods are critical.

Phase II Community Outreach Summary
During the second and final phase of community outreach, SRTA and the City of Redding, with support from the consultant team and partner agencies, conducted outreach on-line and in-person. On-line outreach was conducted through the goshasta.org website and four in-person events provided opportunities for the public to comment on elements of the draft plans.

Project Website and On-line Engagement
The goshasta.org website was updated to provide a summary of the GoShasta Regional and City of Redding Draft Active Transportation Plans. The website was promoted through social media, GoShasta cards, print media, outreach to stakeholders, emails to participants generated during the first phase of outreach, and promoted at each of the in-person events.

The following draft elements of each plan were provided online for public comment.

City of Redding Active Transportation Draft Plan Elements:

• Existing Bike Facilities in the City of Redding
• Draft Recommended Citywide Bike Facilities for the City of Redding
• Draft Recommended and Existing Bike Facilities for the City of Redding
• Draft Recommended Biking Recommendations for Downtown Redding
• Draft Recommended Citywide Pedestrian Facilities for the City of Redding

Go Shasta Regional Active Transportation Draft Plan Elements:

Proposed Bicycle Improvements
• Anderson Area
• Shasta Lake Area
• Palo Cedro Area
• Happy Valley Area
• Fall River Mills & McArthur Area

Proposed Pedestrian Improvements
• Anderson Area
• Burney & Johnson Park Area
• Cottonwood Area
• Fall River Mills & McArthur Area
• Happy Valley Area
• Palo Cedro Area
• Shasta Lake Area

In addition to receiving comments on draft plan elements, interactive Wikimaps for each of the plans were available for review and comment. A total of 157 comments were received on the GoShasta Regional Wikimap and 77 in-person comments.

Figure A.19. Interactive Wikimaps at goshasta.org indicated proposed bicycle and pedestrian routes and provided a forum for partner agency and public comment.

In-Person Outreach Events
In October 2017, staff from SRTA, City of Redding, Caltrans, Shasta County Public Health, and the Local Government Commission hosted outreach events in the cities of Anderson, Redding, and Shasta Lake. Staff hosted informational booths at the following events:
During the events, staff received written comments, interviewed residents on their favorite projects and their vision for active transportation in the Shasta Region, and assisted participants with commenting online. Staff provided leaflets, so people could also later review the recommendations and comment online. In contrast to an evening workshop format, the following outreach booths were effective at engaging a broader demographic of community members, such as people of all ages, people with disabilities, and people who are experiencing homelessness who are often full-time pedestrians.

**Anderson outreach event on October 20th:** Hundreds of people attended the event which was advertised by the K-Shasta radio station; SRTA received dozens of comments on the project list.

**Redding Farmers Market outreach event on October 21st:** The event was promoted in conjunction with the bicycle valet, helmet give-away and “freedom from training wheels” event organized by Shasta Living Streets. Approximately 100 people visited the information booths on Saturday.

**Redding Sundial Bridge outreach event on October 22nd:** The informational booth captured morning walkers, joggers, and cyclists of all ages. Approximately 75 people stopped by the information booths to review draft plan elements, proposed projects, and to submit comments.

**Shasta Lake outreach event on October 26th:** This event was organized similarly to the other events and provided Shasta Lake residents an opportunity to provide their input on the recommendations. SRTA received dozens of comments.

**Methods of Outreach**

Leading up to the closing outreach campaign, the consultant team worked with SRTA and the City of Redding to engage the public in the final phase of the active transportation planning process.
Outreach was focused primarily on steering people toward the project website to submit feedback, and secondarily, encouraging attendance at one of the in-person events. A mix of media outlets was utilized to publicize the final phase of the plan. A media release was distributed via SRTA and the City of Redding to the region’s print media and newspapers, supported by a social media campaign. Local, state, and federal agencies, Tribes, and other organizations were contacted through email encouraging comments on the draft plan elements. Emails were sent to participants in the February workshop series who provided their email contact. Healthy Shasta and Shasta Living Streets helped to promote the events through their networks.

Network Map Summary
The draft proposed active transportation network for the Shasta Region and the City of Redding was presented to the public via an online map and public events at the Redding Farmer’s Market, Sun Dial Bridge, City of Anderson (Food Trucks at Anderson River Park) and City of Shasta Lake (Sentry Market). The public was asked to comment on the proposed network, and in the case of the online map indicate whether they “like” a given recommendation or have a “concern” by placing a point on the map. A large majority of comments on the online map were supportive of the proposed network or called for a network improvement that was already being proposed, indicating that the user may not have been clear about what was being shown on the map. Still other comments were general in nature (e.g., “make river path safer”, “buffer bike lanes [on all roads].” Many requests for specific facilities were related to Caltrans roadways, which are subject to their separate project development process. Comments relating to potential changes to the proposed network include:

Shasta County

Wiki Map Comments
- Designate bike routes in Mountain Gate
- Preference for buffered bike lane on Deschutes Road due to high vehicle speeds.
- Add bike lane on Old 44 Drive from Swede Creek Road to Oak Run Road
- Buffered bike lane on Old Oregon Trail/Airport Road for the entire corridor
- Adding a bikeway facility on Crooked Oak Drive and Twin View Boulevard to connect north to bikeways in Shasta Lake area
- Add a bike lane or provide widened shoulder on Lower Springs Road from Swasey Drive to Eureka Way (SR-299)

Figure A.21. SRTA staff conducted interviews on October 21-22 with individuals who shared their vision for active transportation.
• Change from bike route to bike lanes on Iron Mountain and Keswick Dam Road
• Add sidewalk/path on Old Alturas north of Boyle Road to connect homes to school bus stop.
• Add path from northern county boundary to Shasta Lake to form US Bicycle Route 87
• Change from bike route to bike lanes on Iron Mountain and Keswick Dam Road
• Keswick Dam Road needs to have pedestrian connections to the river trail.
• Route 151 should be connected to the Shasta Dam with bike lanes

Public Outreach Comments
• Lower Springs Road between Eureka Way and Swasey Road is very narrow and difficult for bicyclists and motorists to share.

City of Anderson

Wiki Map Comments
• Connect isolated bike boulevard on the southeast end of the City.

Public Outreach Comments
• Need wide bike lanes on Olinda Road and Ferry Street connecting to Anderson High School.

City of Shasta Lake

Wiki Map Comments
• Add sidewalks from Shasta Dam Boulevard to Vallecito Street to connect to Shasta Lake School.
• Add sidewalks along Laurel Street
• Add sidewalk and/or bike lanes on Grand Coulee Road

Public Outreach Comments
• Route 151 should be connected to the Shasta Dam with bike lanes (also under Shasta County since a major portion of 151 is under County control)

CALTRANS
The following comments pertain to Caltrans-owned facilities.

Shasta County

Wiki Map Comments
• Add side path in Shingletown parallel to SR-44
• Add bike lanes on SR 299 or a parallel path instead of existing shoulder

City of Shasta Lake

Wiki Map Comments
• Add sidewalks along Shasta Dam Boulevard

Public Outreach Comments
• Route 151 should be connected to the Shasta Dam with bike lanes

Other Comments
The following comments were received in October 2017.
<table>
<thead>
<tr>
<th>Comment</th>
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<td>1</td>
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<td>37</td>
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<tr>
<td>38</td>
</tr>
<tr>
<td>Comment</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>39 Trails need more separated paths.</td>
</tr>
<tr>
<td>40 Recreational Trails on outskirts of city</td>
</tr>
<tr>
<td>41 Transit past 6:30 p.m. Transit needs more hours because this person has night classes at a college, and this person wants smaller buses.</td>
</tr>
<tr>
<td>42 Requiring to connect all trails in community.</td>
</tr>
<tr>
<td>43 Connective bike trails to business district and neighborhoods.</td>
</tr>
<tr>
<td>44 (City) decided long distance commutes.</td>
</tr>
<tr>
<td>45 Churn Creek to 273 needs improvement for safety</td>
</tr>
<tr>
<td>46 Cypress needs to extend longer especially when the traffic is on Bechelli Lane intersection, and the one coming from the freeway.</td>
</tr>
<tr>
<td>47 All schools should have protected bikeways and pedestrians for kids/teenagers.</td>
</tr>
<tr>
<td>48 Better bike/walking facilities. It's better for health and mental fitness.</td>
</tr>
<tr>
<td>49 Improve driver behavior. Better Signage (more intuitive).</td>
</tr>
<tr>
<td>50 This person wants better transportation projects downtown, so it can be a safer environment to walk, ride a bike, or drive a car.</td>
</tr>
<tr>
<td>51 There is not enough intersection to cross.</td>
</tr>
<tr>
<td>52 This person wants more trees because it keeps our environment clean and fresh.</td>
</tr>
<tr>
<td>53 Anderson to Redding needs more connectivity</td>
</tr>
<tr>
<td>54 Connect river trails to more bike paths.</td>
</tr>
<tr>
<td>55 Route 273 is hard to cross, and it's hard to reach the button.</td>
</tr>
<tr>
<td>56 Old Alturas to north alongside of Boyle need something to get kids to and from school on the bus stop safer.</td>
</tr>
<tr>
<td>57 Develop Bike group for people with disabilities.</td>
</tr>
<tr>
<td>58 Better bike detection at signals.</td>
</tr>
<tr>
<td>59 Maintenance schedule for bikeways. Dedicated resources? If not, need them.</td>
</tr>
<tr>
<td>60 Encourage cyclists to use bells to indicate the need to pass pedestrians</td>
</tr>
<tr>
<td>61 Some elderly can be hard of hearing, and they need more advanced notice from passing cyclists.</td>
</tr>
<tr>
<td>62 Illegal camping in the city of Redding, so homeless population needs access to outlying areas.</td>
</tr>
<tr>
<td>63 Discuss social equity with homeless people</td>
</tr>
<tr>
<td>64 Bike repair/ Maintenance class</td>
</tr>
<tr>
<td>65 More security on trails for safety.</td>
</tr>
<tr>
<td>66 Transit stop bike lane bypass</td>
</tr>
<tr>
<td>67 Rhonda Rd needs a bike lane or pigment treated shoulder from Gas Point Rd to pleasant hills drive.</td>
</tr>
<tr>
<td>68 Separation between motor vehicles and bikes is very important</td>
</tr>
<tr>
<td>69 Protected intersection</td>
</tr>
<tr>
<td>70 Trail connections- Trunk Line to S.L.C from C.O.R.</td>
</tr>
<tr>
<td>71 Would love to see walking/biking lanes with wall buffer. This would encourage more parents to walk with their children.</td>
</tr>
<tr>
<td>72 Good Infrastructure, but not safe to walk and bike.</td>
</tr>
<tr>
<td>73 Street Light safety and cameras</td>
</tr>
<tr>
<td>74 Drivers yelling at my wife and I just for riding in the bike lane.</td>
</tr>
<tr>
<td>Comment</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>75</td>
</tr>
<tr>
<td>76</td>
</tr>
<tr>
<td>77</td>
</tr>
</tbody>
</table>
Appendix A.1. Results from the Online Survey

The online survey was open from January 10 to February 28, 2017. The following is an overview of the results.

Response Statistics

<table>
<thead>
<tr>
<th></th>
<th>Count</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete</td>
<td>212</td>
<td>75.7%</td>
</tr>
<tr>
<td>Partial</td>
<td>68</td>
<td>24.3%</td>
</tr>
<tr>
<td>Disqualified</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td>280</td>
<td></td>
</tr>
</tbody>
</table>

In general, how often do you bicycle to get where you need to go, or for exercise?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Never</td>
<td>15.0%</td>
<td>35</td>
</tr>
<tr>
<td>Rarely (a few times a year)</td>
<td>23.2%</td>
<td>54</td>
</tr>
<tr>
<td>Occasionally (a few times a month)</td>
<td>30.9%</td>
<td>72</td>
</tr>
<tr>
<td>Regularly (a few times a week)</td>
<td>25.3%</td>
<td>59</td>
</tr>
<tr>
<td>Always or Almost Always (five or more times a week)</td>
<td>5.6%</td>
<td>13</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>233</td>
</tr>
</tbody>
</table>
Please tell us how comfortable you feel cycling on the existing cycling network in the Shasta Region. Please select ONE.

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Way, No How - I am not interested in bicycling at all.</td>
<td>4.8%</td>
<td>11</td>
</tr>
<tr>
<td>Interested but Concerned - I prefer low traffic streets or off-street trails. I might ride more if there were more or better bicycle facilities.</td>
<td>61.2%</td>
<td>139</td>
</tr>
<tr>
<td>Enthused &amp; Confident - I ride a lot of places, usually in bicycle facilities, but I am comfortable on some roadways without bicycle facilities. I still generally avoid roads that feel dangerous for bicycling.</td>
<td>27.3%</td>
<td>62</td>
</tr>
<tr>
<td>Strong &amp; Fearless - I generally ride on all types of roadways and conditions</td>
<td>6.6%</td>
<td>15</td>
</tr>
</tbody>
</table>

Total 227
If bicycling felt safer and more pleasant, how often would you want to bicycle?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Never</td>
<td>3.9%</td>
<td>9</td>
</tr>
<tr>
<td>Rarely (a few times a year)</td>
<td>3.9%</td>
<td>9</td>
</tr>
<tr>
<td>Occasionally (a few times a month)</td>
<td>25.5%</td>
<td>59</td>
</tr>
<tr>
<td>Regularly (a few times a week)</td>
<td>40.3%</td>
<td>93</td>
</tr>
<tr>
<td>Always or Almost Always (five or more times a week)</td>
<td>26.4%</td>
<td>61</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>231</td>
</tr>
</tbody>
</table>
Following is a list of common reasons why people do not bicycle. How important are each of these to your decision to bicycle to get somewhere, like to a job or to run errands?

<table>
<thead>
<tr>
<th>Reason</th>
<th>This is not a reason why I don't bike (or this situation does not apply)</th>
<th>Sometimes I do not bike for this reason</th>
<th>This is a big reason why I don't bike</th>
<th>Don't know</th>
</tr>
</thead>
<tbody>
<tr>
<td>The area feels unsafe due to crime.</td>
<td>Count: 112</td>
<td>Count: 60</td>
<td>Count: 50</td>
<td>Count: 3</td>
</tr>
<tr>
<td>There are not many destinations (grocery stores, jobs, shops, schools, parks, bus stops) near my home.</td>
<td>Count: 120</td>
<td>Count: 52</td>
<td>Count: 50</td>
<td>Count: 1</td>
</tr>
<tr>
<td>I don't own a bicycle.</td>
<td>Count: 204</td>
<td>Count: 3</td>
<td>Count: 13</td>
<td>Count: 2</td>
</tr>
<tr>
<td>I cannot safely carry packages, children, etc.</td>
<td>Count: 93</td>
<td>Count: 95</td>
<td>Count: 36</td>
<td>Count: 1</td>
</tr>
<tr>
<td>I don't enjoy riding a bicycle or it is difficult for me.</td>
<td>Count: 194</td>
<td>Count: 14</td>
<td>Count: 11</td>
<td>Count: 2</td>
</tr>
<tr>
<td>There is no place to safely lock my bicycle.</td>
<td>Count: 92</td>
<td>Count: 79</td>
<td>Count: 47</td>
<td>Count: 3</td>
</tr>
<tr>
<td>In winter, bicycling feels unsafe due to snow and ice.</td>
<td>Count: 114</td>
<td>Count: 57</td>
<td>Count: 50</td>
<td>Count: 1</td>
</tr>
<tr>
<td>I don’t know anyone else who rides a bicycle.</td>
<td>Count: 198</td>
<td>Count: 11</td>
<td>Count: 10</td>
<td>Count: 3</td>
</tr>
<tr>
<td>I’m physically unable to ride a bicycle.</td>
<td>Count: 204</td>
<td>Count: 10</td>
<td>Count: 7</td>
<td>Count: 1</td>
</tr>
<tr>
<td>I don't want to arrive at my destination sweaty or wet.</td>
<td>Count: 81</td>
<td>Count: 108</td>
<td>Count: 33</td>
<td>Count: 1</td>
</tr>
<tr>
<td>There are too many hills on streets I would take.</td>
<td>Count: 148</td>
<td>Count: 65</td>
<td>Count: 10</td>
<td>Count: 2</td>
</tr>
<tr>
<td>Destinations are too far to ride a bicycle and bus service is nonexistent or inconvenient.</td>
<td>Count: 92</td>
<td>Count: 77</td>
<td>Count: 50</td>
<td>Count: 4</td>
</tr>
</tbody>
</table>
Following is a list of common traffic-related reasons that discourage people from bicycling. How important are each of these to your decision to ride a bicycle in the Shasta Region?

<table>
<thead>
<tr>
<th>Reason</th>
<th>This is not a reason why I don't bike (or this situation does not apply)</th>
<th>Sometimes I do not bike for this reason</th>
<th>This is a big reason why I don't bike</th>
<th>I don't know</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor vehicle drivers go too fast.</td>
<td>63</td>
<td>80</td>
<td>80</td>
<td>1</td>
</tr>
<tr>
<td>Motor vehicle drivers are inconsiderate or inattentive.</td>
<td>42</td>
<td>85</td>
<td>96</td>
<td>2</td>
</tr>
<tr>
<td>The existing bicycle facilities do not go where I need them to go.</td>
<td>71</td>
<td>82</td>
<td>63</td>
<td>8</td>
</tr>
<tr>
<td>The existing bicycle facilities do not feel safe.</td>
<td>74</td>
<td>80</td>
<td>63</td>
<td>8</td>
</tr>
<tr>
<td>The existing bicycle facilities are not maintained properly.</td>
<td>112</td>
<td>72</td>
<td>27</td>
<td>12</td>
</tr>
</tbody>
</table>
Where do you ride your bike most of the time? (If you don’t ride, where do you spend most of your time?) You may check multiple options.

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rural Shasta County</td>
<td>49.8%</td>
<td>111</td>
</tr>
<tr>
<td>Shasta Lake</td>
<td>9.4%</td>
<td>21</td>
</tr>
<tr>
<td>Anderson</td>
<td>9.0%</td>
<td>20</td>
</tr>
<tr>
<td>Redding</td>
<td>70.0%</td>
<td>156</td>
</tr>
<tr>
<td>Other - Write In</td>
<td>14.8%</td>
<td>33</td>
</tr>
</tbody>
</table>
What type of facility do you usually ride on? (Choose any that apply).

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood streets</td>
<td>64.6%</td>
<td>126</td>
</tr>
<tr>
<td>Major streets sharing lane with cars</td>
<td>40.5%</td>
<td>79</td>
</tr>
<tr>
<td>Major streets with bike lanes</td>
<td>48.2%</td>
<td>94</td>
</tr>
<tr>
<td>On sidewalks</td>
<td>17.4%</td>
<td>34</td>
</tr>
<tr>
<td>Unpaved multi-use paths/trails</td>
<td>48.7%</td>
<td>95</td>
</tr>
<tr>
<td>Paved multi-use paths/trails</td>
<td>71.8%</td>
<td>140</td>
</tr>
<tr>
<td>Parks</td>
<td>27.7%</td>
<td>54</td>
</tr>
<tr>
<td>Other - Write In</td>
<td>5.6%</td>
<td>11</td>
</tr>
</tbody>
</table>
Bike Lane: How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>32.1%</td>
<td>70</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>43.6%</td>
<td>95</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>20.6%</td>
<td>45</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>3.7%</td>
<td>8</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>218</td>
</tr>
</tbody>
</table>
Multi-Use Trail with Separated Walking Area:
How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>88.6%</td>
<td>195</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>6.8%</td>
<td>15</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>2.7%</td>
<td>6</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>1.8%</td>
<td>4</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>220</td>
</tr>
</tbody>
</table>
Sharing a Lane with Motor Vehicles: How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>7.2%</td>
<td>16</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>27.1%</td>
<td>60</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>32.1%</td>
<td>71</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>33.5%</td>
<td>74</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>221</td>
</tr>
</tbody>
</table>
Bike Lane with Painted Buffer Next to Vehicle Lane:
How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>29.5%</td>
<td>65</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>45.5%</td>
<td>100</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>19.1%</td>
<td>42</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>5.9%</td>
<td>13</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>220</td>
</tr>
</tbody>
</table>
Bike Lane with Painted Buffer and Vertical Objects:
How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>70.5%</td>
<td>155</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>21.4%</td>
<td>47</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>4.5%</td>
<td>10</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>3.6%</td>
<td>8</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>220</td>
</tr>
</tbody>
</table>
Neighborhood Street with Low Traffic Volume and Slower Speeds: How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>56.4%</td>
<td>123</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>33.9%</td>
<td>74</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>6.9%</td>
<td>15</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>2.8%</td>
<td>6</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>218</td>
</tr>
</tbody>
</table>
Bike Lane with Curb Barrier Next to Vehicle Lane: How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>69.7%</td>
<td>152</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>23.9%</td>
<td>52</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>3.7%</td>
<td>8</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>2.8%</td>
<td>6</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>218</td>
</tr>
</tbody>
</table>
Multi-Use Trail: How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>81.0%</td>
<td>179</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>14.9%</td>
<td>33</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>1.4%</td>
<td>3</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>2.7%</td>
<td>6</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>81%</strong></td>
<td><strong>221</strong></td>
</tr>
</tbody>
</table>
Rural Road, Little or No Shoulder: How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>5.9%</td>
<td>13</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>14.0%</td>
<td>31</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>35.7%</td>
<td>79</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>44.3%</td>
<td>98</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>221</td>
</tr>
</tbody>
</table>
Rural Road with Wide Shoulder: How comfortable would you feel biking here?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very comfortable</td>
<td>34.7%</td>
<td>76</td>
</tr>
<tr>
<td>Somewhat comfortable</td>
<td>41.1%</td>
<td>90</td>
</tr>
<tr>
<td>Somewhat uncomfortable</td>
<td>17.8%</td>
<td>39</td>
</tr>
<tr>
<td>Very uncomfortable</td>
<td>6.4%</td>
<td>14</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>219</td>
</tr>
</tbody>
</table>
If walking felt safer and more pleasant, how often would you want to walk?

<table>
<thead>
<tr>
<th>Value</th>
<th>Percent</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Never or Almost Never (less than once a week)</td>
<td>5.0%</td>
<td>11</td>
</tr>
<tr>
<td>Occasionally (once or twice a week)</td>
<td>26.0%</td>
<td>57</td>
</tr>
<tr>
<td>Usually (three to four times a week)</td>
<td>39.3%</td>
<td>86</td>
</tr>
<tr>
<td>Always or Almost Always (five or more times a week)</td>
<td>29.7%</td>
<td>65</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>219</td>
</tr>
</tbody>
</table>
Following is a list of common reasons that discourage people from walking. How important are each of these to your decision to walk?

<table>
<thead>
<tr>
<th>Reason</th>
<th>This is not a reason why I don't walk (or this situation does not apply)</th>
<th>Sometimes I do not walk for this reason</th>
<th>This is a big reason why I don't walk</th>
<th>I don't know</th>
</tr>
</thead>
<tbody>
<tr>
<td>The area feels unsafe due to crime.</td>
<td>83</td>
<td>74</td>
<td>57</td>
<td>0</td>
</tr>
<tr>
<td>There are not many destinations (grocery stores, jobs, shops, schools, parks, bus stops) near my home.</td>
<td>82</td>
<td>74</td>
<td>58</td>
<td>0</td>
</tr>
<tr>
<td>I don’t have anyone to walk with me.</td>
<td>153</td>
<td>46</td>
<td>14</td>
<td>0</td>
</tr>
<tr>
<td>I don’t enjoy walking or it is difficult for me.</td>
<td>194</td>
<td>15</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>In winter, the sidewalks feel unsafe due to snow and ice.</td>
<td>159</td>
<td>34</td>
<td>20</td>
<td>0</td>
</tr>
<tr>
<td>I’m physically unable to walk.</td>
<td>198</td>
<td>10</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>In summer, walking is too hot because there is not enough shade.</td>
<td>54</td>
<td>93</td>
<td>68</td>
<td>0</td>
</tr>
<tr>
<td>I don't want to arrive at my destination sweaty or wet.</td>
<td>114</td>
<td>78</td>
<td>19</td>
<td>0</td>
</tr>
<tr>
<td>Destinations are too far to walk and bus service is nonexistent or inconvenient.</td>
<td>64</td>
<td>71</td>
<td>75</td>
<td>1</td>
</tr>
</tbody>
</table>
Following is a list of common traffic-related reasons that discourage people from walking. How important are each of these to your decision to walk?

<table>
<thead>
<tr>
<th>Reason</th>
<th>This is not a reason why I don't walk (or this situation does not apply)</th>
<th>Sometimes I do not walk for this reason</th>
<th>This is a big reason why I don't walk</th>
<th>I don't know</th>
</tr>
</thead>
<tbody>
<tr>
<td>The sidewalks are too close to the road.</td>
<td>155</td>
<td>44</td>
<td>13</td>
<td>1</td>
</tr>
<tr>
<td>Cars are going too fast.</td>
<td>106</td>
<td>70</td>
<td>36</td>
<td>1</td>
</tr>
<tr>
<td>Not enough places to cross the street safely.</td>
<td>108</td>
<td>72</td>
<td>32</td>
<td>0</td>
</tr>
<tr>
<td>I have to wait too long to cross the street.</td>
<td>154</td>
<td>39</td>
<td>19</td>
<td>1</td>
</tr>
<tr>
<td>Crossing the street feels too dangerous.</td>
<td>119</td>
<td>72</td>
<td>21</td>
<td>0</td>
</tr>
<tr>
<td>The existing sidewalks are not maintained properly.</td>
<td>134</td>
<td>52</td>
<td>25</td>
<td>2</td>
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<tr>
<td>There are no sidewalks where I want to walk.</td>
<td>92</td>
<td>62</td>
<td>60</td>
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How did you find out about this survey?

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<td>Website</td>
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<tr>
<td>Social media</td>
<td>29.5%</td>
<td>64</td>
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<tr>
<td>I was asked to take the survey</td>
<td>35.0%</td>
<td>76</td>
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<tr>
<td>Other - Write In</td>
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<td>57</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>26.3%</strong></td>
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**Total**

**217**
Your gender?

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<td>43.3%</td>
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</tr>
<tr>
<td>Female</td>
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<tr>
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<td>3</td>
</tr>
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<td>Total</td>
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Your age?

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<td>18-24</td>
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<td>51-64</td>
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<tr>
<td>Value</td>
<td>Percent</td>
<td>Count</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>American Indian/Native American</td>
<td>2.8%</td>
<td>6</td>
</tr>
<tr>
<td>Asian</td>
<td>0.9%</td>
<td>2</td>
</tr>
<tr>
<td>Native Hawaiian or Pacific Islander</td>
<td>0.9%</td>
<td>2</td>
</tr>
<tr>
<td>White (non-Hispanic)</td>
<td>81.6%</td>
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<tr>
<td>Biracial/Multiracial</td>
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<tr>
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What is your ethnicity?

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<th>Percent</th>
<th>Count</th>
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<td>Hispanic or Latino</td>
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What is the ZIP code where you live?

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<tr>
<td>2</td>
<td>96088</td>
</tr>
<tr>
<td>1</td>
<td>96130</td>
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</table>
Do you own a car?

<table>
<thead>
<tr>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>98.6%</td>
<td>214</td>
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<tr>
<td>No</td>
<td>1.4%</td>
<td>3</td>
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<tr>
<td>Total</td>
<td></td>
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</tbody>
</table>
Appendix A.2. WikiMap Comment Locations

The following maps are the outputs from the Shasta County Wiki Mapping exercise used to collect public input on bicycle and pedestrian issues and opportunities. Downtown Redding maps can be viewed in the City of Redding Phase I Community Outreach Summary.
Biking-Related Regional Outreach Comments
Shasta Region
Walking-Related Regional Outreach Comments

Shasta Region
All Outreach Comments
City of Redding
Biking-Related Outreach Comments

City of Redding
Legend

Comment Type
- Walking Corridor Issue
- Walking Intersection Issue
- Missing Walking Connection
- Great Walking Facility
- Other Walking Comment
- Other Comment

Walking-Related Outreach Comments
City of Redding
Legend

Comment Type
- Biking Comment
- Walking Comment
- Other Comment

Outreach Comments by Mode
City of Shasta Lake
All Outreach Comments
City of Anderson
Appendix B. Existing Conditions

This Appendix includes the technical background documentation, including:

- Existing Conditions
- Plans and Policies Review
- Level of Traffic Stress Methodology
- Level of Traffic Stress Analysis

Existing Conditions

The following overview documents the regional context and baseline conditions for the GoShasta planning process. At the end of each section are key assumptions at the onset of the plan – including known challenges and opportunities that the GoShasta planning process might address.

Characteristics of the Region and the City of Redding

Natural Setting (as it Relates to Active Transportation)

Climate

The Shasta Region has a wide variety of climatic conditions that vary by season and elevation. The region’s climate can be roughly divided into the Sacramento Valley, foothills, and surrounding mountainous areas.

Weather in the Sacramento Valley is well suited to walking and bicycling for much of the year. The greatest obstacles are periods of extreme heat in the summer months and periods of heavy rain from December to March. At higher elevations, cold temperatures and periods of snow and icy conditions can be prohibitive to walking and bicycling in the winter months.

Short winter days also impact the safety and the general appeal of walking and bicycling. On the shortest days, the sun rises as late as 7:43am and sets as early as 4:42pm. Reduced light combined with inclement weather affect work-related trips and other early morning/late afternoon travel.

Topography and Natural Features

The topography of the region is also diverse, ranging from just over 400 feet above sea level on the valley floor to Lassen Peak at 10,462 feet. The relatively flat Sacramento River floodplain quickly transitions to rolling foothills and then to mountains to the west, north, and east. The region’s population and transportation infrastructure are largely located in the flatlands and surrounding foothills – what is commonly referred to as the South-Central Urbanized Region for planning purposes.

The region features many waterways, most of which feed into the Sacramento River shed. Together, the region’s topography and waterways serve to define and connect neighborhoods. For example, the Lake Redding and Kutras/Garden Tract neighborhoods are hemmed in by the Sacramento River and steep terrain, but are also linked to upstream and downstream neighborhoods by way of the Sacramento River Trail (see Figure B.1.).
River crossings are limited to a number of bridges designed to safely accommodate pedestrians and cyclists. The Diestelhorst, Sundial, SR 299, and Cypress Avenue bridges located in the City of Redding and the Airport Road Bridge located at the City of Anderson’s northern border are examples of newer bridges that were purpose-built to enable safe and pleasant passage for pedestrians and cyclists. Many older bridges, particularly those on rural roads, have inadequate sidewalks and bike lanes.

**Assumptions, Challenges, and Opportunities**

Although the region’s natural setting and environmental conditions are largely fixed, the GoShasta ATP should seek to take advantage of those factors that are well-suited to active transportation and mitigate for factors that represent barriers to active transportation. For example:

*Climate related challenges*

GoShasta should consider infrastructure, programs, and policies that enhance the safety and comfort of pedestrians and bicyclists exposed to extreme weather. Strategies may include urban tree shade cover, bicycle parking sheltered from the elements, snow removal from bike lanes, off-season programs (such as Boulder Colorado’s Winter Walk and Bike Week), and strategies to increase the visibility of pedestrians and cyclists in inclement weather and low-light conditions.

*Waterways*

Natural corridors created by waterways can be capitalized upon to create active transportation corridors, as they allow for travel that is uninterrupted by vehicular, follows the topography of least resistance, and generally pointed toward population centers. The region should continue building upon existing corridors, such as the Sacramento River Trail, develop new corridors such as the Churn Creek corridor, and connect river trails to the roadway network.

The public’s support and appetite for such projects is well-documented in the ShastaFORWARD>> Regional Blueprint and such projects have proven to be very popular in practice.
Where waterways need to be crossed, bridges should be designed to safely accommodate all modes of travel. Many bridges in the region were not originally designed to accommodate active transportation, such as the Victor Avenue Bridge over Churn Creek in Redding (see Figure B.2.). Fatal pedestrian versus vehicle collisions have occurred in close proximity to this bridge in 2011, 2012, and 2015. Safety improvements are in the works at this location; however, similar such locations should be identified and strategies developed to avoid walking- and bicycling-related injuries and deaths before they occur.
Bridges for the exclusive use of active transportation modes should also be considered, particularly where they give walking and bicycling a competitive advantage over vehicle trips. For example, the Churn Creek natural corridor physically separates neighborhoods from the local high school as well as neighborhood restaurants, shopping, and services (see Figure B.3.). If an active transportation corridor and active transportation bridge were provided in this example, it would provide an appealing and competitive advantage over the automobile.

**Topography**

Even within low-lying valley areas, there are small but significant elevation changes that discourage active transportation trips – particularly for those that are mobility limited. Walking- and bicycling-friendly communities should be evaluated to identify potential mitigation strategies, including engineering/design solutions, mapping/wayfinding guidance, and the use of 'bus-bridges' where major obstacles and trip length are prohibitive to all or some active transportation users.

A few examples of known locations with topography-related challenges include:

Approximately ¾ mile climb on Market Street, just north of Benton Drive (see Figure B.4.):
Final phase of the Redding Downtown Trail loop from Downtown to Turtle Bay Exploration Park. More specifically: 1) the transition from the Redding Rodeo Grounds/Sundial Bridge Drive to Continental Street (see Figure B.5.); and 2) the transition from Continental Street to East Street (see Figure B.6.).

Figure B.5. Turtle Bay to Continental St Bike and Pedestrian Feasibility Study
Roadways with a sharp change in elevation often have reduced lane widths and may not include bicycle lanes or sidewalks. An example is the Quartz Hill Rd, north of Benton Drive (see Figure B.7.):
Population Characteristics

Demographic data can be used to better understand and respond to the varying ability levels that the transportation system must serve and the level of dependency on alternative travel modes. Such data viewed over time can then be used to measure the effectiveness of regional policies, programs, and projects.

At the project level, it is helpful to have a spatial understanding of these demographics, preferably at the Census Block Group or neighborhood level. A ‘Disadvantaged Community Analysis’ was recently performed by SRTA, with findings incorporated findings into the 2015 Regional Transportation Plan (see Figure B.8. for map). SRTA utilized Census data to identify areas that have a markedly higher share of individuals challenged by the cumulative impact of:

- Poverty and unemployment;
- Lack of mobility options, including access to automobile, active transportation, and public transportation;
- Housing and transportation cost burden;
- Single parent households;
- Young and elderly;
- Educational attainment;
- Linguistic isolation; and
- Minority status

Portions of each incorporated city and several rural communities are highlighted as disadvantaged in the map below. Due to the size larger size of census tracts in rural areas, it is difficult to pinpoint the exact location of such populations. Project specific outreach and household travel surveys are needed in rural communities and disadvantaged communities to assess community needs at a more granular level.
Built Environment/Setting Affecting Active Transportation

The region’s past is characterized by rural industry and rural development patterns. Population growth has historically been slow (<2%) with the exception of several ‘boom’ periods associated with construction of the Shasta Dam (1938-1945), the timber industry (1950s through the early 1970s) and retail and housing construction (late 1980s and early 1990s). The latter resulted in a greatly expanded urbanized area.

Population distribution among the four jurisdictions in the region are as follows:

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>County of Shasta (unincorporated areas)</td>
<td>67,429</td>
<td>69,375</td>
</tr>
<tr>
<td>City of Redding</td>
<td>91,808</td>
<td>35,436</td>
</tr>
<tr>
<td>City of Shasta Lake</td>
<td>10,162</td>
<td>3,879</td>
</tr>
<tr>
<td>City of Anderson</td>
<td>10,232</td>
<td>4,007</td>
</tr>
</tbody>
</table>

As of 2015, the Shasta Region is home to nearly 180,000 residents. Public lands constitute nearl 50% of the region’s land area, including 34% federally-owned lands. An additional 14% is farm lands. Much of the remaining land area continues to be rural. The average of 47 persons per square mile in the Shasta Region compared to 239 persons per square mile statewide.
The Redding Urban Area – as defined by the U.S. Census and generally falling along the south county Interstate 5 corridor – is more densely populated. It represents only about 2% of the county’s total land area, yet is home to over 66% of the county’s population. Even this is area is largely rural and suburban in nature, having 1,625 persons per square mile (2.5 persons per acre). Compared to other Urban Areas in Northern California and surrounding regions, the Redding Urban Area has the most dispersed population (see Figure B.10).

Land use in the Shasta Region is largely segregated and designed with vehicle access as the primary and priority mode of travel. SRTA performed extensive spatial analysis during the development of the ShastaFORWARD Regional Blueprint and Sustainable Communities Strategy. While these analyses were part of a greater planning process that included additional subjective factors, the underlying analysis remains relevant to planning active transportation facilities.

The Neighborhood Dynamic Scale (NeDS), for example, is GIS-based spatial analysis created to assess a neighborhood’s receptivity to change by measuring and combining the following influences:

- **Economic activity** – as defined by number of new business licenses awarded;
- **Land use homogeneity** – meaning the diversity of land use types and a higher degree of self-containment – i.e. employment, shopping, commercial services, schools, and other common destinations are generally present within the boundaries each area. This can be combined with intersection density as a measure of connectivity and scale, both of which are critical to active transportation accessibility.
- **Vacant and underutilized parcels** – as defined by parcels that have not been developed or that have assessed improvements valued markedly lower than surrounding parcels. Areas with more vacant and underutilized land indicate the opportunity and market for infill and redevelopment.

The tool was used to screen the region’s neighborhoods for consideration as strategic growth areas – locations where various policies, programs, and investments could be layered to influence travel behavior.
Discounting largely undeveloped Census Blocks skewed by limited data, areas indicated on Figure B.11 and described below stand out as locations that would most benefit from and be best served by active transportation improvements:

1. Central Shasta Lake, including Strategic Growth Area and surrounding neighborhoods.
2. North Redding, including Lake Boulevard area.
3. Central Redding, including Downtown Redding SGA and surrounding neighborhoods (Kutras, Garden Tract, Lake Redding, Parkview, and west of Downtown neighborhood?)
4. Redding Hilltop-Enterprise –
5. Central Cottonwood, including Strategic Growth Area and surrounding neighborhoods.
6. Central Anderson, including Strategic Growth Area and surrounding neighborhoods.
Such locations also have more of the ingredients that have been extensively researched and known correlate with lower vehicle miles travelled and higher mode share for transit and active transportation trips. These ingredients are known as the ‘D’ factors:

The ‘D’ Factors – The key variables known to effectively reduce vehicle miles traveled have been extensively researched and verified through observed data. These variables, summarized below, are commonly known as the five ‘D’ factors. In the Shasta Region, achieving the necessary combination and critical mass of ‘D’ factors are a challenge given the dispersed development patterns, segregation of land uses, limited access to practical travel alternatives, and slow growth rate. Furthermore, no single ‘D’ factor by itself will yield reduction in automobile dependency; rather, it is the combination of factors and the degree to which they are present in a given area.

- **Density** – the number of persons, jobs or dwellings in a given area;
- **Diversity of land use** – the number and variety of different land uses in a given area;
- **Design of streets and development** – the average block size, number of intersections, sidewalk coverage, building setbacks, street widths, pedestrian crossings, and other factors that result in a more human-scale environment;
- **Destination accessibility** – the number of common destinations (e.g. job sites, schools, shopping, etc) within a given travel time; and
- **Distance to transit** – the distance from home or work to the nearest transit stop by the shortest street route.

**Transit Services**

Whereas all transit trips begin and end as an active transportation trip, connections to public transportation is a high-priority focus of the GoShasta planning process. Transit is provided by RABA and a number of specialized services for the elderly and persons with disability.

Conventional transit services continue to evolve in response to the Unmet Transit Needs process carried out pursuant to the Transportation Development Act, which provides the bulk of the region’s transit funding.

In addition to conventional transit services, SRTA seeks to develop and apply the concept of on-demand transit, which utilizes smart phone applications, GPS vehicle tracking, and advanced dispatching software to provide individualized mobility service. Upon deployment, an individual will be able to summon a point-to-point trip. Pilot projects are being considered for Sunday service and extended service in the city of Shasta Lake.

Objectives of the on-demand transit initiative include transit efficiency (only operating transit service when and where is needed) and transit effectiveness (transit service that better meets individual mobility needs). It is unknown at this time what impact this will have on transit usage and behavior (or any
potential secondary impacts on walking and bicycling activities); however, it is hoped that these improvements will specifically attract more choice riders (i.e. those that have access to an automobile, but choose alternative modes) – a market segment that has to date been largely uninterested in transit.

Policy Setting
As a policy, SRTA seeks to improve conditions for all residents and travelers; however, given limited resources and the potential for measurable improvements, it is SRTA’s policy to strategically focus and layer the larger share of efforts and resources from state, regional, and local partners within small geographic areas.

Applying the aforementioned ‘D’ factors a little here and a little there over a predominately rural region such as Shasta County would provide marginal return-on-investment. Layering many strategies within geographically small areas should yield measurable transportation efficiencies while at the same time reinforcing local planning and economic development objectives. In the context of Shasta County, it is recognized that some the ‘D’ factors will be more appropriate and effective than others depending on the community and neighborhood. Consultation and coordination with local agencies is essential in selecting the right mix and intensity of activities.

The most likely candidate locations for application of the five ‘D’ factors are existing urban centers and corridors – locations where some measure of the ‘D’ factors is already present; where the necessary infrastructure is largely in place; and where existing local plans permit an appropriate range and intensity of land uses. Such locations are also where the community is more receptive to change.

To this end, SRTA worked alongside local agencies to identify small geographic areas known as ‘Strategic Growth Areas’ (SGAs) (see Figure B.12.). Within SGAs, it is intended that regional and local policies, programs, and investments be jointly focused and private sector investments be leveraged to achieve measurable sort-term progress – if not cumulatively across the region, at least within designated focus areas.

In addition to SGAs, other target areas include: 1) contiguous corridors, 2) connections to/from SGAs, and 3) locations that have the ingredients for increased active transportation (i.e. the have a measure of the ‘D’ factors and places that have showed up in previous spatial analyses such as NeDS, land use homogeneity, and vacant and underutilized parcels).

Areas not included in these focus areas may call for different active transportation priorities and alternative strategies for meeting local needs. For example, the focus may be more on safe routes to schools and connections to local commercial areas rather than an expansive network of connected
facilities. In addition, land use strategies might be employed as a first step toward a more walkable and bikable neighborhood or community.

The 2015 RTP for the Shasta Region provides the following overview of active transportation from a policy perspective:

![Active Transportation SWOT Analysis from the 2015 RTP](image)

**Figure B.13. Active Transportation SWOT Analysis from the 2015 RTP**

One of the major pillars to the region’s Sustainable Communities Strategy is the accelerated delivery of active transportation investments in Strategic Growth Areas. These improvements include incremental improvements to existing facilities and a new generation of non-motorized transportation expressways that connect communities and SGAs with commercial and employment trips destinations.

Additional information on biking and walking throughout Shasta County can be found online by a variety of resources, including:

- SRTA’s Bike and Pedestrian Planning web page;
- Healthy Shasta’s ‘Be Active’ web page;
- City of Redding’s Community Services website;
- City of Anderson’s Community Services website;
- City of Shasta Lake’s Parks & Recreation website Accomplishments since last RTP; and
- 2010 Shasta County Bicycle Transportation Plan (adopted June 2010).

The League of American Bicyclists has recognized the city of Redding as a ‘bronze’ level bicycle friendly community, meaning that the community is addressing the Five E’s consistently found in great bicycling
communities: Engineering, Education, Encouragement, Enforcement, and Evaluation & Planning. By strengthening or expanding efforts in these areas, the City of Redding may become increasingly friendly to bicyclists and earn the status of a silver, gold, platinum, or diamond level community. The City of Anderson, City of Shasta Lake, and rural unincorporated communities have not been similarly recognized; however, each community has the opportunity to be distinguished as walkable, bikable, and vibrant. Friendly competition between communities is encouraged and supported.

SRTA’s greatest ability to influence bicycle and pedestrian mode share and safety is through planning and capital funding of infrastructure. In addition, SRTA provides administrative support and technical assistance when pursuing and managing grant funds utilized for capital improvements, education and promotional activities.

A good portion of active transportation facilities in the region have been realized in an opportunistic manner – meaning that active transportation was not the driving objective of the improvements, but rather piggy-backed onto a larger roadway maintenance, capacity increasing, or safety projects. Active transportation improvements may also be ‘spot fixes’, such as site access as a condition of development permitting or in response to a fatal collision involving a pedestrian. As a result, the active transportation ‘system’ is more a collection of bits and pieces than a connected and contiguous network tied to an overarching vision. In addition, facility design standards may vary within and between communities.

Predictability is paramount to a pleasant and safe experience – from the perspective of both active transportation and motor vehicle users. Consistent and predictable active transportation facility design standards serve to validate the presence of active transportation users. Without predictability, users are forced to make up their own rules. Often this means bicycling against the flow of traffic or other dangerous behavior. This is not to say that active transportation facility standards should be standardized to the point of being inflexible to the local context or inseparably attached to a roadway’s functionality as a motor vehicle corridor.

An existing priority going into the GoShasta process is enhanced connectivity between the region’s trails and the urban network. The region’s dedicated, Class I active transportation facilities are largely recreational in nature, and will continue to be so until such time as the segments can be connected and linked to trip origins and destinations located on the roadway network. Once connected, various programs may be employed to convert the large community of recreational walkers and bicyclists to utilitarian/transportation trips. This objective was most recently explored in partnership with the Shasta County HHSA, resulting in the ‘Redding Area Analysis of Gaps Between Trails and On-Street Bikeways’ report, completed May 2016.

Types of Users
The following types of users have been identified, but are not exclusive of one another – meaning that individuals may fall into multiple user groups at any given time.

- **Choice users** – i.e. those that have access to an automobile but that choose walking and bicycling for a variety of reasons. These users are generally more confident and resourceful when navigating and overcoming obstacles and challenges.

- **Dependent and disadvantaged users** – i.e. those that rely upon walking and bicycling because it is the only available option. These users may not have a driver’s license, access to an automobile, or be able to afford other options.
• **Transportation user** – i.e. those that walk and bike to accomplish a task such as work, shopping, school, etc. These users often benefit from destinations that support active transportation (e.g. provide secure parking, showers, etc) and are likely to have a back-up plan for unscheduled travel needs should an emergency or other need arise.

• **Recreational users** – i.e. those that walk or bicycle for pleasure, including for exercise and social interaction. Depending on where such individuals live and the immediate surroundings, they may choose to walk or bike from their home. Often, they must first drive to a trailhead or other similar destination. These users are viewed as one of the most likely groups in the region to target for converting vehicle trips to active transportation trips.

• **Latent/potential users** – i.e. those that would walk or bike if not for a specific obstacle or obstacles, such as the lack of safe facilities, long distances, lack of confidence, etc. These users may require one-on-one contact and a personal guide/instructor able to safely introduce the user to active transportation modes without fear or anxiety.

**Data on Current Usage, Behavior, and Trends**

Data is critical to effective to all types of planning and the development of meaningful policies, programs, and projects. The reality is that data is never complete, up to date, accurate, and accessible. The GoShasta effort, like any other planning effort, is based on the best available data. That said, even the best data on active transportation usage, behavior, and collisions for the Shasta Region is skimpy. A dedicated data collection program exists at the regional and local level to measure vehicular travel on streets and roads in order to satisfy federal requirements for data reporting and travel demand modeling capabilities; however, no such mandate or data collection program exist for active transportation data in the region.

The best available local active transportation usage data for the Shasta Region is generated by the Shasta County Health and Human Services Agency in collaboration with Healthy Shasta. Each year, public health professionals and community partners carry out bicycle and pedestrian counts at a number of set locations. Most of the data is collected on a volunteer basis. The data collected is not comprehensive, but has been collected routinely and consistently over a period of time. It allows planners to assess trends and draw reasonable conclusions when combined with other data sets, including but not limited to spatial data on trip destinations; disadvantaged communities; land use; and collision data. This data may then be augmented with anecdotal information and field observations.

The ShastaSIM regional travel demand model is often cited as the ‘source’ when reporting current and future active transportation mode share. The modeling script is based on technical studies and field research performed outside the region, adjusted as needed to reflect local data and conditions. A travel model is only as precise as the data input into the model, and even the most advanced model is not sensitive to all factors influencing active transportation mode choice. Manual adjustments need to be made to replicate observed data and local knowledge. ShastaSIM is an invaluable tool that could be even more useful if supported by a robust active transportation data collection program. If collected, the data would serve as both an input and a post-modeling tool for fine-tuning and validating modeling accuracy over time.

**Forecast Daily VMT (region and per capita)** According to the ShastaSIM regional travel model, total daily vehicle miles traveled in Shasta County will increase by approximately 32% between 2005 and 2035. Daily
per capita vehicle miles traveled in Shasta County will, however, remain relatively steady, increasing by only 6% over the same period.

Residents living in the unincorporated regions of Shasta County have the highest VMT per capita (25.4), followed by Shasta Lake (18.1), Anderson (17.2), and then Redding (15.0) (see Figure B.14.). When comparing overall household VMT, Shasta Lake accounts for the smallest percentage (5%), followed by Anderson (6%), Redding (41%) and the unincorporated region of Shasta County (48).

Daily trips per household and trip lengths Using only those trip categories that are subject to SB 375, average daily VMT per household in 2005 was 47.5. It is projected that this will decrease approximately 1% to 47.2 miles by 2035. In the year 2035, it is forecast that residents in Anderson will make the most trips per household (6.6), followed by Redding and unincorporated Shasta County household (6.4). City of Shasta Lake household will make the fewest trip on average (6.0). Although the number of trips per household is fairly consistent across the region, the average trip length is substantially different. Region wide in 2005 the average trip length is 7.4 miles. Due to the relative proximity to everyday destinations, City of Redding residents traveled the least per trip at 5.3 miles. On the other hand, residents in the rural unincorporated area of the County travel farthest, averaging 10.6 miles per trip.

Safety and Collision Analysis
The primary source of collision data is obtained via SWITRS. SWITRS is not comprehensive and has considerable lag time, but it is the best available data. One thing it does not document is near-misses. For this reason, residents of City of Boulder Colorado can fill out an online ‘near-miss’ form to bring dangerous areas and conditions to light before a collision and related property loss, injury, or death.

Collisions with significant injury or death are typically covered by local news media. For the last few years, SRTA has monitored and documented newspaper coverage of such incidents. These have not been logged in any way, but are reviewed and referenced when considering the location and design of active transportation improvements with a regional funding component. Pedestrian and bicycle crash maps using 2011-2015 SWIRTS data can be viewed at the end of this section (Figures B.15. through B.19).

Care should be taken not to base project priority too heavily on the collision data without data necessary to determine collision rate per unit volume of walking and bicycling trips.

Perceived safety is a significant factor (possibly even more so than actual statistical data) in influencing the active transportation behavior.

- There is a high community interest in safety due to a string of violent assaults on pedestrians and bicyclists on regional trails.

When considering future data collection, the following information would be most useful:
In addition to active transportation data from more locations, information is needed regarding trip origins, destinations, and route selection. Factors that influence active transportation usage patterns is much different than those factors affecting individuals operating motor vehicles. For example, a vehicle trip may prioritize speed/trip time, whereas a cyclist may favor routes based on comfort, a feeling of safety, and trip distance.

Trip purpose – regional trails are popular for recreational trips. The opportunity exists to convert recreational walkers and cyclists to transportation. To do this is to better connect trail corridors such as the Sacramento River Trail to the transportation network.

Assumptions, Challenges, and Opportunities

A new model of active transportation projects and programs must be developed, prioritized, adopted, prepared for construction, and backed by a strong commitment of regional resources – Regional greenhouse gas emission reduction targets have been set for the Shasta Region by the California Air Resources Board. The SRTA Board of Directors subsequently adopted aggressive assumptions for active transportation mode share as part of the 2015 Regional Transportation Plan and Sustainable Communities Strategy. Neither status quo progress nor incremental improvements to the active transportation network are adequate to meet targets and assumptions. Only dramatically improved active transportation infrastructure combined with programmatic support will enable the region to meet externally and internally established goals. In addition to being safe and comfortable, active transportation must be compelling and competitive in comparison to the automobile for a large share of trip types and purposes.

Inspiration for the next generation of facilities will not be found through an examination of existing local facilities and deficiencies. Part of the GoShasta scope, therefore, includes a best practices field trip to Davis, CA – the first city to achieve Platinum level bicycle friendly status by the League of American Bicyclists. Davis is similar in size to Redding with many transferrable lessons. Local cycling advocates and local agency transportation planners and engineers will be invited to learn from their peers in Davis, and then share this information with stakeholders in the Shasta Region.

Figure B.14. Bicyclists and Pedestrians in Davis, California
- **Transit coordination** – Planning for active transportation and on-demand transit planning should be coordinated to reflect complete trips from origin to destination, including trip chaining.

- **Social equity** – Demographics vary considerably between neighborhoods in the Shasta Region. GoShasta should consider strategies and initiatives that would effectively mitigate disparities that have a nexus to transportation such as economic status and public health. GoShasta should also seek to engage individuals representing a broad demographic range and different user types.

- **Public Health partnership** – The region has a long history of coordination with and support from the public health community, including Healthy Shasta partners. GoShasta should tap into this community and incorporate public health related considerations into the plan wherever appropriate.
Bicycle and Pedestrian Crashes
Shasta County Subregion, 2011-2015


Figure B.15. Bicycle and Pedestrian Crashes, Shasta County Subregion, 2011-2015
Bicycle and Pedestrian Crashes
City of Redding, 2011-2015

Data Source: Transportation Injury Mapping System

Figure B.16. Bicycle and Pedestrian Crashes, City of Redding, 2011-2015
Bicycle and Pedestrian Crashes
Downtown Redding, 2011-2015


Figure B.17. Bicycle and Pedestrian Crashes, Downtown Redding, 2011-2015
Figure B.18. Bicycle and Pedestrian Crashes, City of Anderson, 2011-2015

Legend
- Bicyclist-Involved Crash
- Pedestrian-Involved Crash
- Schools
- City Limits

Bicycle and Pedestrian Collisions
City of Anderson, 2011-2015

Figure B.19. Bicycle and Pedestrian Crashes, City of Shasta Lake, 2011-2015

Regional Momentum and Recent Accomplishments

Caltrans recognition and efforts (see Mile Marker cover story on California Street road diet) and City of Redding (complete streets policy and the Downtown Transportation Plan) as prime examples.

Figure B.20. Examples of Caltrans and City of Redding Recognition

The region is growing and showing clear signs of evolving from an exclusively rural community to a mix of rural and urban – in terms of physical attributes, local agency policies, grassroots community action, media coverage, and increased general public interest and usage. What arguably can be traced back to catalyst projects made possible by the McConnell Foundation and initiatives led by Healthy Shasta have been parlayed by organizations such as Shasta Living Streets, RideRedding, Shasta Wheelmen, Redding Mountain Bike Club, and other organizations into a successful movement. This cultural shift has manifested itself in a number of ways, including 1) community organization engagement and 2) local agency activities.

Examples of recent and recently funded projects

- SRTA Board of Directors adopted a 2% Transportation Development Act (TDA) set aside for bike and pedestrian infrastructure;
- Creation of GIS-based network of active transportation facilities suitable for use by within the ShastaSiM regional travel model;
- Creation of bicycle parking data and crowdsourcing map viewer available through the FarNorCalGIS website;
- Pit River Tribe/Burney Bicycle and Walkway Plan and provides a plan for building more bicycle and walking infrastructure in and around the town of Burney;
- Shasta View improvements around the Redding School of the Arts;
- Old 99 Class I trail and signage program in the City of Anderson;
- Beginning of the Great Shasta Rail Trail - An 80-mile scenic multi-use Class I trail located in eastern Shasta County between the communities of Burney and Mt Shasta.
Early success in achieving the 2015 RTP SCS is evident in the Downtown Redding SGA, including the following developments:

- ATP Riverside trail project grant
- Downtown Redding Affordable Housing and Downtown Trail project AHSC grant
- California Street bike lane/lane reduction

Viewed collectively, this package-set of factors and accompanying assumptions and inputs represent one potential future for the region. Actual observed data and performance outcomes will vary from this scenario; however, all assumptions and inputs used in the SCS are considered realistic and achievable if supported by coordinated local and regional polices, programs, and targeted public investments.

Many such activities are already occurring. The city of Redding, for example, has no limitations on residential density, commercial density, and building height in the downtown core. Transportation impact fees in downtown core have also been reduced in recognition of the mobility benefits associated with density, proximity to employment, and access to alternative modes. At the regional level, SRTA is making pre-development technical assistance grants available to developers and local agencies toward infill and redevelopment projects located in SGAs. Funding for a bicycle and pedestrian trail linking the Downtown Redding SGA to the nearby Sacramento River Trail corridor has also been committed. Caltrans, in partnership with the city of Redding, recently re-striped several streets in Downtown Redding from three vehicle lanes to two in order to add a new buffered bicycle lane.

As a result of these type of geographically focused and coordinated efforts applied over time, the region’s Strategic Growth Areas will increase in population and the previously described ‘D’ factors will be more fully realized. The average number and distance of daily vehicle trips will decrease within SGAs and region-wide per capita greenhouse gas emissions will be able to meet the region’s given targets.
Plans and Policies Review

The Shasta Region has many plans and policies that lay the groundwork and support the implementation of a regional Active Transportation Plan. Locally, the Cities of Anderson, Redding, Shasta Lake, and Burney, as well as other areas of unincorporated Shasta County, have taken strides towards making their communities a better place to walk and bike. Additionally, California has continued to produce supportive policies, including multiple Senate and Assembly Bills, the California Statewide Bike and Pedestrian Plan, and the California Transportation Plan 2025. The GoShasta ATP will build on these efforts on the policy, programmatic and project level. This section documents relevant plans and policies as they relate to the ATP planning effort.

Relevant Plans and Policies

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<thead>
<tr>
<th>Plan</th>
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<tr>
<td><strong>Federal Policies</strong></td>
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<td>FHWA Bicycle and Pedestrian Facility Design Flexibility Memo</td>
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<td>2014</td>
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<tr>
<td>FHWA Achieving Multimodal Networks: Applying Design Flexibility and Reducing Conflicts</td>
<td>2016</td>
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<td><strong>State Plans and Policies</strong></td>
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<td>2017</td>
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<td>California Strategic Management Plan</td>
<td>2015</td>
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<td>Smart Mobility 2010: A call to Action for the New Decade</td>
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<td>2010 Shasta County Bicycle Transportation Plan</td>
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<td><strong>Local Plans</strong> (<a href="http://srsa.ca.gov/281/Active-Transportation-Plans/Documents">http://srsa.ca.gov/281/Active-Transportation-Plans/Documents</a>)</td>
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Federal Policies


On March 15, 2010, the United States Department of Transportation announced a policy statement, included below, with a list of recommended actions.

“The DOT policy is to incorporate safe and convenient walking and bicycling facilities into transportation projects. Every transportation agency, including DOT, has the responsibility to improve conditions and opportunities for walking and bicycling and to integrate walking and bicycling into their transportation systems. Because of the numerous individual and community benefits that walking and bicycling provide — including health, safety, environmental, transportation, and quality of life — transportation agencies are encouraged to go beyond minimum standards to provide safe and convenient facilities for these modes.”

Recommended actions to support the policy statement include considering walking and biking equal to other modes, ensuring that there are transportation choices for people of all ages and abilities, going beyond minimum design standards, collecting data on walking and biking trips, and several other actions that make it easier for people to walk and bike.

FHWA Bicycle and Pedestrian Facility Design Flexibility Memo (2013)

The Federal Highway Administration supports a flexible approach to bicycle and pedestrian facility design. The FHWA Design Flexibility Memo supports the use of the following resources to further develop nonmotorized transportation networks and support the USDOT’s Policy Statement on Bicycle and Pedestrian Accommodation Regulations and Recommendations.

- NACTO Urban Bikeway Design Guide.

USDOT Ladders of Opportunity (2014)

“The Opportunities Agenda empowers transportation leaders, grantees and communities to revitalize, connect, and create workforce opportunities that lift more Americans into the middle class through initiatives, program guidance, tools, and standards.” The Ladders of Opportunity Agenda realizes that transportation infrastructure can connect people with opportunities and strengthen communities.

Transportation facilities should be built by, for, and with the communities impacted by them. The Policy Solutions that provide support for the Opportunities Agenda include the following:

- Funding Projects that Promote Ladders of Opportunity.
- Closing Safety Disparities.
- Prioritizing Vital Projects that Yield Local and Regional Benefit.
- Promoting an Inclusive Transportation Workforce.
- Holding Decision-makers Accountable.
- Empowering the Public.
- Raising the Standards for Connectivity.
FHWA Achieving Multimodal Networks: Applying Design Flexibility and Reducing Conflicts (2016)
This publication builds on the design flexibility memo mentioned above and highlights ways that designers can apply design flexibility found in current national design guidance to reduce multimodal conflicts and achieve “connected networks so that walking and bicycling are safe, comfortable, and attractive options for people of all ages and abilities.”

State Plans and Policies

**Toward an Active California – State Bicycle and Pedestrian Plan (2017)**
In May 2017, Caltrans adopted *Toward an Active California*, a statewide bicycle and pedestrian plan which will guide the development of non-motorized transportation facilities throughout the state. This Plan provides a vision, goals, and objectives for Caltrans’ efforts for active transportation; strategies to meet these goals and objectives; performance measures to evaluate the success of Caltrans’ policies and investments; and the first stages in the development of a statewide bicycle map. The Plan will improve connections between pedestrian and bicycle facilities, transit systems, and regional roads.

**California Strategic Management Plan (2015)**
This plan provides strategic direction for Caltrans, including targets of doubling walking trips and tripling bicycling trips by 2020. Additionally, the plan calls for reducing user fatalities and injuries, promoting community health through active transportation, and improving the quality of life for all Californians by increasing accessibility to all modes of transportation.

**California Transportation Plan 2025 (2006)**
The California Transportation Plan’s Vision Statement calls for California to have a “safe, sustainable, world-class transportation system that provides for the mobility and accessibility of people, goods, services, and information through an integrated, multimodal network that is developed through collaboration and achieves a Prosperous Economy, a Quality Environment, and Social Equity.”. The first goal of the plan includes enhancing modal choice and connectivity.

**Smart Mobility 2010**
The California Smart Mobility Call to Action provides new approaches to implementation and lays the groundwork for an expanded State Transportation Planning Program. It enhances the scope of the existing California Transportation Plan by analyzing the benefits of multi-modal, interregional transportation projects. The Smart Mobility framework emphasizes travel choices and safety for all users, supporting the goals of social equity, climate change intervention, energy security, and a sustainable economy.

**Caltrans Complete Streets Policy (2010) and Deputy Directive 64 (2008)**
The California Complete Streets Policy states that the California Department of Transportation “views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation
To support Deputy Directive 64, Caltrans adopted the Complete Streets Implementation Action Plan in 2010. Various people across Caltrans contributed ideas and projects to include in the Complete Streets Implementation Action Plan to make Complete Streets a reality in California.

**Assembly Bills (AB)**

*Assembly Bill 32: Global Warming Solutions (2006)*
The Global Warming Solutions Act (AB 32) has a goal of California reaching 1990 greenhouse gas emission levels by 2020 by reducing emissions, including those caused by motor vehicles.

*Assembly Bill 1358: Complete Streets (2008)*
All California Cities and Counties must include accommodations for all street users (pedestrians, bicyclists, transit riders, motorists, children, persons with disabilities, and elderly persons) in the Circulation Element of their General Plans.

*Assembly Bill 2245: Environmental quality: CEQA: Exemption: Bicycle Lanes (2012)*
This bill exempts the restriping of roadways for bicycle lanes, provided the roadways are within an urbanized area and the restriping is consistent with a prepared bicycle transportation plan. The 2010 Caltrans adjusted urban areas include Shasta Lake, Redding, and Anderson, as well as the Highway 151-Lake Boulevard loop from the City of Shasta Lake to the Shasta Dam. A lead agency would be required to conduct a traffic assessment and safety impact, as well as conduct hearings, before determining if a project is exempt.

*Assembly Bill 1193: Bikeways (2014)*
Assembly Bill 1193 adds a fourth classification of bikeway to the Caltrans bikeway classifications. The new designation, Class IV bikeways, applies to cycle tracks or separated bike lanes.

*Assembly Bill 1371: Vehicles: Bicycles: Passing Distance (2013)*
AB 1371 requires that motor vehicles leave three feet of space between a bicycle and motor vehicle, when the driver of the motor vehicle is overtaking a bicyclist traveling in the same direction.

**Senate Bills**

*Senate Bill 375: Sustainable Communities (2009)*
SB 375 directs the Air Resources Board to set regional targets for the reduction of greenhouse gases. Metropolitan planning organizations must develop land use plans to meet these emission reduction goals by tying together regional housing needs and regional transportation planning to reduce greenhouse gas emissions from motor vehicle trips.

*Senate Bill 743: Environmental Quality: Transit Oriented Infill Projects, Judicial Review Streamlining for Environmental Leadership Development Projects, and Entertainment and Sports Center in the City of Sacramento (2013)*
SB 743 eliminates auto LOS and other measures of vehicle capacity or traffic congestion as a basis for determining significant impacts. This bill promotes infill development, active transportation, and reduction of greenhouse gas emissions.

*Senate Bill 99: Active Transportation Program Act (2013)*
The Active Transportation Program distributes federal funds for local and regional efforts to increase walking and bicycling. The funding is intended to increase the number of walking and bicycling trips,
increase safety for those modes, and provide support for disadvantage communities to achieve transportation equity.

**Regional Plans**

**Regional Transportation Plan for Shasta County (2015)**

The Regional Transportation Plan (RTP) includes a vision of meeting the regions mobility needs through the integration of travel options into a seamless network. Specifically, Goal #3 states that the region should “Provide an integrated, context-appropriate range of practical transportation choices”. Strategies that will help achieve this goal are:

- Prepare a regional plan of active transportation projects for funding.
- Incorporate accommodations for all applicable travel modes into the design of SRTA-funded projects.
- Improve connectivity between public transportation and bicycling and walking to reflect the complete door-to-door trip from origin to destination.
- Prioritize public transportation, bicycle, and pedestrian infrastructure and amenities within designated Strategic Growth Areas (SGAs), or those that provide connections to/from SGAs.
- Fill gaps between recreational trail corridors and integrate into the greater network of transportation facilities.
- Establish multi-modal level of service criteria for evaluating and prioritizing projects and services for funding.

Goal #4 “Create vibrant, people-centered communities” includes a focus on bicycle and pedestrian mobility by listing the following supporting strategies:

- Support the development and use of active transportation choices (i.e. bicycling and walking, including connections to public transportation).
- Develop transportation safety data and analysis for all modes, incorporate findings into regional planning processes, and seek funding to resolve identified safety issues.

Additionally, the plan addresses the sustainable Communities Strategy by recommending expansion of the bicycle and pedestrian network, “including the completion of network gaps, enhanced integration with public transportation, and connections between regional trail corridors and the roadway network.”

**Shasta County Bicycle Transportation Plan (2010)**

The overall goal of the Shasta County Bicycle Transportation Plan (BTP) is to provide a safe, effective, efficient, balanced, and coordinated bicycling system that serves the needs of the people within the unincorporated region of Shasta County. The goals, policies and actions in the BTP also promote decreased automobile dependency, reduced traffic congestion, reduced air and noise pollution and reduced greenhouse gas emissions.
The BTP is supported by strategies to enhance safety and education, increase the number of bicycle commuters, provide a continuous countywide bicycle network, encourage recreational bicycling facilities, and encourage the use of all available funding sources for bicycle facilities. The plan proposes 86.22 miles of bikeways throughout the unincorporated area of the county. The GoShasta Active Transportation Plan will build on the goals, policies, of the BTP, and proposed projects will be reviewed in the Existing Conditions Report.

Local Plans

City of Anderson Bicycle Transportation Plan (2007)

The City of Anderson Bicycle Transportation Plan (BTS) has two main goals that will be supported by the GoShasta Active Transportation Plan: Encourage bicycling for reasons of traffic congestion, reduction, energy conservation, air quality, health, economy and enjoyment; and make conditions safer for bicycle use. The BTS has several proposed projects that will be reviewed in the Existing Conditions Report.

City of Anderson Pedestrian Accessibility and Safety Master Plan (2011)

The goals of the City of Anderson’s Pedestrian Accessibility and Safety Master Plan are:

- To ensure the development of a multimodal circulation system which will be both safe and efficient.
- Provide pedestrian trails and facilities within and between residential areas.
- Provide pedestrian facilities on all arterial and collector streets.
- Pedestrian routes shall connect to schools, shopping centers, and recreational areas.
- Provide maximum opportunities for pedestrian circulation on existing and new roadway facilities.
- Create a pedestrian system that provides connections throughout Anderson and with neighboring areas, and serves both recreational and commuter users.
- Design new roadway facilities to accommodate pedestrians. Through the Design Review process, provide sidewalks to all roads, except in cases where very low pedestrian volumes and/or safety considerations preclude sidewalks.

The Plan also identifies several issues and opportunities to improve walking in Anderson, including:

- The need for more complete, connected pedestrian facilities in the downtown core (less than 50% of streets have sidewalks), near the City’s 430-acre River Park, adjacent to schools, and between regional shopping centers and residential areas.
- The need for a comprehensive inventory of Americans with Disabilities Act (ADA) deficiencies to guide future grant applications and project priorities.
- Pedestrian barriers caused by the 100-foot railroad right-of-way and State Highway 273 that both run through the center of the City of Anderson.
City of Redding Bikeway Action Plan (2010)
The Redding Bikeway Action Plan expands on the 1998 Redding Bicycle Plan, and expands the scope of the original plan. The Action Plan includes a detailed inventory and analysis of the existing bikeway system. The Plan was developed in partnership with multiple agencies and community input.

The goals of the Redding Bikeway Action Plan, supported by recommendations that rely on the five “E’s” of bikeway planning (Evaluation and Planning, Engineering, Education, Enforcement, and Encouragement) are as follows:

1. Improve and add bikeways, connections and facilities by:
   - Recommendation 1.1 – Improve and expand the bike route system and provide functional and distinctive signs and markings for the system.
   - Recommendation 1.2 – Upgrade significant Class 3 Bike Routes to Class 2 Bike Lanes when possible.
   - Recommendation 1.3 – Provide bicycle parking in public spaces.
   - Recommendation 1.4 – Encourage bicycle parking in existing uses private spaces and require bicycle parking in new uses private spaces.
   - Recommendation 1.5 – Improve bicycle access through complex intersections.

2. Develop bicycle-friendly policies by:
   - Recommendation 2.1 – Adopt a Complete Streets ordinance and review and recommend necessary changes to Redding ordinances, regulations, policy documents and design standards to address bicycle accommodation.
   - Recommendation 2.2 – Provide training to City of Redding staff and policymakers.
   - Recommendation 2.3 – Review City of Redding projects to ensure they provide bicycle accommodation.

3. Develop bicycle-related education, promotion and enforcement initiatives by:
   - Recommendation 3.1 – Educate motorists about safe operating behavior around bicyclists.
   - Recommendation 3.2 – Educate bicyclists about safe bicycling.
   - Recommendation 3.3 – Enforce traffic laws related to bicycling.
   - Recommendation 3.4 – Establish a Bikeway Advisory Committee.
   - Recommendation 3.5 – Seek recognition from the League of American Bicyclists as a bicycle friendly community.
   - Recommendation 3.6 – Promote increased bicycle usage.
   - Recommendation 3.7 – Regularly update the Redding Bikeway Map.
The Bikeway Action Plan includes a detailed project list with the following milestones to be completed by 2015:

- The Redding bikeway system will expand by 38.7 on-street miles to a total City of Redding bikeway network of 162.8 miles.
- The portion of the bikeway system graded as Class 2 Bike Lanes will almost double from the current 24.61 miles to a total of 46.18 miles at this level of service.

The GoShasta Active Transportation Plan will build upon the policies, recommendations, and proposed projects in this plan.

**City of Shasta Lake Bicycle Transportation Plan (2009)**
The City of Shasta Lake’s Bicycle Transportation plan goal is to create a safe, efficient, coordinated transportation environment that encourages bicycling. The BTP achieves these goals by identifying proposed infrastructure, prioritizing desired bicycle facilities, and maximizing funding for implementation.

**Pit River Tribe/Burney Bicycle Walkway Plan (2012)**
The Pit River Tribe and the City of Burney developed the Bicycle and Walkway Plan to establish a long-term vision for bicycling and walking infrastructure and to identify next steps for implementation. The ultimate goal of this plan is to improve safe routes to schools and increase the number of people in Burney who bike and walk.
Level of Traffic Stress Proposed Methodology
This section summarizes Kittelson & Associates, Inc.’s (KAI) proposed approach to implementing a bicyclist Level of Traffic Stress (LTS) analysis for the GoShasta Regional and City of Redding Active Transportation Plans (ATP). This methodology classifies road segments and intersections by one of four levels of traffic stress with Level of traffic stress 1 (LTS 1) meant to be a level that most children can tolerate and LTS 4 a level tolerated by “strong and fearless” bicyclists. KAI’s approach, described below, adapts the methodology from national documented Level of Traffic Stress methodologies to fit the existing data and context for the Shasta Region.

Proposed Methodology
KAI proposes to use a simplified version of the LTS segment and intersection crossing methodology documented in the Mineta Transportation Institute (MTI) Low-Stress Bicycling and Network Connectivity report for the incorporated areas of the Shasta Region. For the unincorporated areas of the region, KAI proposes to use a simplified version of the rural bicycle LTS segment methodology developed by the Oregon Department of Transportation in their Analysis Procedures Manual. The detailed methodologies for each of the proposed approaches are provided in the following subsections.

Urban Segment LTS Methodology
The full version of the MTI LTS methodology for urban and suburban street segments divides the analysis into the following three bicycle facility types:

- Bike lanes alongside a parking lane;
- Bike lanes not alongside a parking lane; and,
- Mixed traffic.

The methodology evaluation criteria for each of the three facility types are shown in the tables below. These criteria operate following the “weakest link” principle, where the criterion with the worst LTS determines the stress level of the segment. Thus, if the number of lanes criteria matches the metric for LTS 1 but the speed limit matches for LTS 3, the segment would be coded for LTS 3.
### Table B.1. Urban Segment Criteria for Bike Lanes Alongside a Parking Lane

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<th>Criteria</th>
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<td>1 lane</td>
<td>[No Effect]</td>
<td>2 or more lanes</td>
<td>[No Effect]</td>
</tr>
<tr>
<td>Bike Lane plus Parking Lane Width</td>
<td>15+ feet</td>
<td>14-14.5 feet</td>
<td>13.5 feet or less</td>
<td>[No Effect]</td>
</tr>
<tr>
<td>Speed Limit</td>
<td>25 mph or less</td>
<td>30 mph</td>
<td>35 mph</td>
<td>40+ mph</td>
</tr>
<tr>
<td>Bike Lane Blockage</td>
<td>Rare</td>
<td>[No Effect]</td>
<td>Frequent</td>
<td>[No Effect]</td>
</tr>
</tbody>
</table>


### Table B.2. Urban Segment Criteria for Bike Lanes Not Alongside a Parking Lane

<table>
<thead>
<tr>
<th>Criteria</th>
<th>LTS 1</th>
<th>LTS 2</th>
<th>LTS 3</th>
<th>LTS 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lanes per Direction</td>
<td>1 lane</td>
<td>2 lanes (with median)</td>
<td>2 (no median) or &gt; 2 lanes</td>
<td>[No Effect]</td>
</tr>
<tr>
<td>Bike Lane Width</td>
<td>6+ feet</td>
<td>5.5 feet or less</td>
<td>[No Effect]</td>
<td>[No Effect]</td>
</tr>
<tr>
<td>Speed Limit</td>
<td>30 mph or less</td>
<td>[No Effect]</td>
<td>35 mph</td>
<td>40+ mph</td>
</tr>
<tr>
<td>Bike Lane Blockage</td>
<td>Rare</td>
<td>[No Effect]</td>
<td>Frequent</td>
<td>[No Effect]</td>
</tr>
</tbody>
</table>


### Table B.3. Urban Segment Criteria for Level of Traffic Stress in Mixed Traffic

<table>
<thead>
<tr>
<th>Speed Limit</th>
<th>2-3 Lanes</th>
<th>4-5 Lanes</th>
<th>6+ Lanes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 25 mph</td>
<td>LTS 1 or 2</td>
<td>LTS 3</td>
<td>LTS 4</td>
</tr>
<tr>
<td>30 mph</td>
<td>LTS 2 or 3</td>
<td>LTS 4</td>
<td>LTS 4</td>
</tr>
<tr>
<td>35+ mph</td>
<td>LTS 4</td>
<td>LTS 4</td>
<td>LTS 4</td>
</tr>
</tbody>
</table>

The data requirements and current data availability for fully implementing each of these facility types is shown below:

Table B.4. Data for Bike Lanes Alongside a Parking Lane

<table>
<thead>
<tr>
<th>Data Requirement</th>
<th>Data Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking lane presence</td>
<td>Not currently available</td>
</tr>
<tr>
<td>Number of lanes</td>
<td>Available</td>
</tr>
<tr>
<td>Parking lane width</td>
<td>Not currently available</td>
</tr>
<tr>
<td>Bicycle lane width</td>
<td>Not currently available</td>
</tr>
<tr>
<td>Speed limit</td>
<td>Available</td>
</tr>
<tr>
<td>Frequency of bicycle lane blockage</td>
<td>Not currently available</td>
</tr>
</tbody>
</table>

Table B.5. Data for Bikes Lane Not Alongside a Parking Lane

<table>
<thead>
<tr>
<th>Data Requirement</th>
<th>Data Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking lane presence</td>
<td>Not currently available</td>
</tr>
<tr>
<td>Number of lanes</td>
<td>Available</td>
</tr>
<tr>
<td>Bicycle lane width</td>
<td>Not currently available</td>
</tr>
<tr>
<td>Speed limit</td>
<td>Available</td>
</tr>
<tr>
<td>Frequency of bicycle lane blockage</td>
<td>Not currently available</td>
</tr>
</tbody>
</table>

Table B.6. Data for Mixed Traffic

<table>
<thead>
<tr>
<th>Data Requirement</th>
<th>Data Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Lanes</td>
<td>Available</td>
</tr>
<tr>
<td>Speed Limit</td>
<td>Available</td>
</tr>
</tbody>
</table>

Based on data needs and data availability for the three facility types, KAI proposes using the following assumptions:

- **Parking Lane Presence**: Assume a parking lane is present for all roadways with bike lanes. This assumption is recommended given that most streets in urban areas typically allow on-street parking and updating the exceptions can be handled through the method presented below.
  - KAI will provide a map of bike lanes to SRTA and the City of Redding to comment on those locations where parking is not present.

- **Parking Lane Width**: Assume a 7-foot parking lane for all locations with parking present. This assumption is recommended as the minimum parking lane width recommended by the National Association of City Transportation Officials (NACTO). Assuming a minimum parking lane width adopts a conservative approach for the parking lane width criteria. If the cities of Redding, Shasta Lake, or Anderson have different design standards, the standard applied to each city can be adjusted to reflect the individual city’s standards.
SRTA and the City of Redding can provide revised assumptions by jurisdiction, area, or individual locations. KAI will provide maps for commenting on specific locations, as desired.

- **Bicycle Lane Width**: Assume a 5-foot bike lane for all locations. Five-foot bike lanes are assumed given this is the minimum width for a bike lane next to a parking lane and is the most common width many jurisdictions use when striping a bike lane.
  - SRTA and the City of Redding can provide revised assumptions by jurisdiction, area, or individual locations. KAI will provide maps for commenting on specific locations.

- **Bicycle Lane Blockage**: Assume that the bike lane is not blocked. Bike lane blockage refers to locations where the bike lane is frequently blocked by illegal parking, double parking, or delivery vehicles. This tends to occur in commercial areas and is not broadly applicable to all bike lanes.
  - SRTA and the City of Redding can provide a map of bike lane locations that are frequently blocked.

Using the adjustments to the assumptions provided by SRTA and the City of Redding, KAI will evaluate the LTS of the regional roadway network consistent with the evaluation criteria established in the MTI report.

### Rural Segment LTS Methodology

KAI proposes using a separate LTS methodology for rural areas because of the different context for bicycle and vehicle interactions on rural roads versus urban and suburban roadways. Rural roadways are typically low volume and provide little or no paved shoulder width. Additionally, because of more frequent vertical and horizontal curves, sight distances vary frequently as road users travel along the roadway. The Oregon DOT methodology recommended below was developed with this context in mind and aims to evaluate bicyclist stress on rural roads based on the frequency of vehicle interactions (based on volume) and the presence and width of paved shoulders.

The full version of the ODOT LTS methodology for rural street segments divides the analysis into the following analysis types:

- Roadways with bike lanes or mixed traffic roadways with posted speeds below 45 miles per hour (mph); and,
- Mixed traffic with posted speeds above 45 mph.

The methodology for the first analysis type is the same as the MTI methodology for bicycle lanes not alongside a parking lane and mixed traffic calculations for urban areas. As a result, the same assumptions that apply to those roadways will be adopted for rural roadways in this analysis type.

The evaluation criteria for mixed traffic roadways with posted speeds above 45 mph are shown in Table 4. Because the cyclist is always in a high vehicle speed environment in this methodology, the frequency with which the bicyclist is forced to interact with vehicles and the available shoulder width for use during these interactions are the determining factors for rural segments with posted speeds above 45 mph.
### Table B.7. Rural Segment Criteria for Mixed Traffic with Posted Speeds above 45 mph

<table>
<thead>
<tr>
<th>Daily Volume</th>
<th>Paved Shoulder Width</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&lt;2 feet</td>
</tr>
<tr>
<td>&lt;400</td>
<td>LTS 2</td>
</tr>
<tr>
<td>400 - 1,500</td>
<td>LTS 3</td>
</tr>
<tr>
<td>1,500 - 7,000</td>
<td>LTS 4</td>
</tr>
<tr>
<td>&gt; 7,000</td>
<td>LTS 4</td>
</tr>
</tbody>
</table>


The data requirements and current data available for fully implementing the mixed traffic with posted speeds above 45 mph analysis type are shown below.

### Table B.8. Data for Rural Mixed Traffic with Posted Speeds Above 45 mph

<table>
<thead>
<tr>
<th>Data Requirement</th>
<th>Data Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speed limit</td>
<td>Available</td>
</tr>
<tr>
<td>Paved Shoulder Width</td>
<td>Not currently available</td>
</tr>
<tr>
<td>Daily Volume</td>
<td>Limited availability for Caltrans roadways.</td>
</tr>
</tbody>
</table>

Based on these data needs and the data that is available, KAI proposes using the following assumptions:

- **Paved Shoulder Width**: Assume paved shoulder width of less than two feet given the mountainous character of most regional rural roads.
  - KAI will provide a map of rural roadways to SRTA to identify locations where shoulder widths are wider.
- **Daily Volume**: KAI apply the Caltrans volumes to all state highway segments. Using nearby state highway roadway volumes and functional classification, KAI will estimate which volume category roadways without roadway volume data fall into based on the thresholds shown in Table 4.
  - KAI will provide a map of the rural roadway volume estimation to SRTA to identify locations where volume estimates should be adjusted.

### Crossing LTS Methodology

The full version of the MTI LTS methodology for urban and suburban streets analyzes intersections and crossing for the following situations:

- Intersection approaches for pocket bike lanes;
- Intersection approaches for mixed traffic in the presence of right-turn lanes;
- Intersection crossings for unsignalized crossings without a median refuge; and,
- Intersection crossings for unsignalized crossings with a median refuge.

These categories also apply to rural intersections where posted speeds are lower than 45 mph. The ODOT *Analysis Procedures Manual* recommends a separate methodology for unsignalized rural intersections with posted speeds above 45 mph based on the volume and number of lanes to be crossed.
For the incorporated cities within the Shasta Region, data regarding pocket bike lanes, vehicle turn lanes, and presence of medians are not available for each intersection. Posted speed data and number of vehicle lanes data are available broadly across the region. Therefore, KAI proposes to implement LTS at crossings using posted speed and number of lanes data. The analysis will assume a median refuge is not present. We believe this will represent an accurate LTS evaluation for the majority of locations within the incorporated cities. For locations where median refuges are present, it will result in a more conservative evaluation. This same methodology will also be applied to rural roadways with posted speeds less than 45 mph. Where posted speeds are greater than 45 mph in the rural areas, the ODOT Analysis Procedures Manual methodology will be followed using volume and number of vehicle lanes data.

The methodology evaluation criteria for the urban and rural crossing types are shown in Table B.9 and Table B.10, respectively.

Table B.9. Urban Crossing Criteria for Unsignalized Crossings without a Median Refuge

<table>
<thead>
<tr>
<th>Speed Limit of Street Being Crossed</th>
<th>Up to 3 lanes</th>
<th>4 - 5 lanes</th>
<th>6+ lanes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 25 mph</td>
<td>LTS 1</td>
<td>LTS 2</td>
<td>LTS 4</td>
</tr>
<tr>
<td>30 mph</td>
<td>LTS 1</td>
<td>LTS 2</td>
<td>LTS 4</td>
</tr>
<tr>
<td>35 mph</td>
<td>LTS 2</td>
<td>LTS 3</td>
<td>LTS 4</td>
</tr>
<tr>
<td>40+ mph</td>
<td>LTS 3</td>
<td>LTS 4</td>
<td>LTS 4</td>
</tr>
</tbody>
</table>


Table B.10. Rural Crossing Criteria for Unsignalized Crossings with Posted Speeds 45 mph or Greater

<table>
<thead>
<tr>
<th>Daily Volume</th>
<th>Up to 3 lanes</th>
<th>4 - 5 lanes</th>
<th>6+ lanes</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 400</td>
<td>LTS 2</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>400 – 1,500</td>
<td>LTS 2</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>1,500 – 7,000</td>
<td>LTS 2</td>
<td>LTS 3</td>
<td>--</td>
</tr>
<tr>
<td>&gt; 7000</td>
<td>LTS 3</td>
<td>LTS 4</td>
<td>LTS 4</td>
</tr>
</tbody>
</table>


Following the assumptions outlined in the urban and rural segment methodologies, KAI will have all required inputs to carry out the crossing analysis described above.

**Next Steps**

Based on the process outlined above, KAI proposes the following five-step process to complete the LTS Analysis:
1. KAI will provide preliminary maps of the assumptions and current data to SRTA and City of Redding for review consistent with the approach outlined above.
2. SRTA and the City of Redding will provide comments to modify the assumptions or data based on their local knowledge of the street network.
3. KAI will provide draft LTS maps of the City and Region to SRTA and City of Redding for review using the updated data and assumptions.
4. SRTA, the City, the GoShasta Citizen Advisory Committee, and the City of Redding Active Transportation Advisory Group will have an opportunity to provide comments on the draft maps noting any inconsistencies or results that do not make sense given the character of the roadway.
5. KAI will produce the final LTS analysis maps.
Level of Traffic Street Analysis
This section includes the draft Level of Traffic Stress (LTS) analysis results for each of the incorporated cities and the region as a whole. Below is a summary of how the roadway network performs with the LTS classification as well as context for the methodology and how the results will be used.

- The LTS methodology focuses on identifying routes based on the type of cyclist that would be comfortable on a facility with LTS 1 representing a road comfortable for all ages and abilities and LTS 4 representing a facility that only strong and fearless bicyclists would be comfortable using.
- The LTS mapping will be used to help identify key connections and crossings that would connect "low-stress islands" of the street network. This will tie into the network development process to provide recommended facility types (such as a standard bike lane, protected bike lane, or bike boulevard) to allow low-stress travel across the network.
- As a part of the recommended network, a key item will be addressing arterial and major collectors across the region and helping to develop low-stress crossings for existing barriers (e.g., state highways/interstates and the Sacramento River).

Level of Traffic Stress Analysis
City of Anderson
- LTS 1: 69%
- LTS 2: 17%
- LTS 3: 4%
- LTS 4: 10%
- Arterials account for 69% of all LTS 3 facilities and 80% of all LTS 4 facilities

See Figure B.5 for a bicyclist level of traffic stress map of the City of Anderson.
Figure B.25. Bicyclist Level of Traffic Stress Draft Results for the City of Anderson
City of Redding

- LTS 1: 69%
- LTS 2: 4%
- LTS 3: 4%
- LTS 4: 23%
- Arterials account for 52% of all LTS 3 facilities and 54% of all LTS facilities
- Major Collectors account for an additional 39% of LTS 3 facilities and 29% of LTS facilities

See Figure C.6 for a bicyclist level of traffic stress map of the City of Redding and Figure C.7 for a bicyclist level of traffic stress map of Downtown Redding.
Bicyclist Level of Traffic Stress Draft Results
City of Redding

Figure B.26. Bicyclist Level of Traffic Stress Draft Results for the City of Redding
Figure B.27. Bicyclist Level of Traffic Stress Draft Results for Downtown Redding
City of Shasta Lake

- LTS 1: 79%
- LTS 2: 2%
- LTS 3: 2%
- LTS 4: 17%
- Arterials account for 58% of all LTS 3 facilities and 47% of all LTS facilities
- Major Collectors account for an additional 42% of LTS 3 facilities and 53% of LTS facilities

See the following for a bicyclist level of traffic stress map of the City of Shasta Lake.
Figure B.28. Bicyclist Level of Traffic Stress Draft Results for the City of Shasta Lake
Shasta Region

- LTS 1: 20%
- LTS 2: 61%
- LTS 3: 6%
- LTS 4: 13%

See the following for a bicyclist level of traffic stress map for the Shasta Region.
Figure B.29. Bicyclist Level of Traffic Stress Draft Results for the Shasta Region
Appendix C. Program Recommendations Background

The Appendix provides background information for the program recommendations in Chapter 2 including current initiatives in the Shasta Region and examples from other communities and programs.

Education

Current Educational Initiatives

There are several programs and organizations within Shasta County and the City of Redding that support and encourage active transportation for recreational and utilitarian trips.

Shasta County Public Health Programs

Shasta County Health and Human Services Agency – Public Health provides education and programs through local schools and in the broad community to improve community health outcomes. These efforts include:

- Shasta Safe Routes to School program
- Promoting active lifestyles (including walking and bicycling) for chronic disease prevention
- Improving safety (including bicycle helmet fitting, decreasing driving under the influence, and discouraging distracted driving/bicycling)

Healthy Shasta

“Healthy Shasta” is a collaboration of over 20 organizations focused on “making the healthy choice the easy choice” in relation to physical activity and healthy eating. Healthy Shasta aims to increase walking and bicycling among children and adults by working with partners to create environments that make biking and walking safe, easy, and convenient. Healthy Shasta activities include:

- Foster and encourage participation in walking clubs and host the annual Walktober Challenge
- Produce and distribute the Bike Redding Transportation Guide & Map as well as online trail maps
- Support local collaborative efforts around Shasta Bike Month and host the Shasta Bike Challenge
- Partner with Viva Downtown Redding to expand bicycle parking throughout Shasta County
- Encourage best practices to improve and expand opportunities for walking and bicycling
- Conduct annual bicycle and pedestrian counts

Shasta Living Streets

Shasta Living Streets is a non-profit organization in Shasta County that is dedicated to improving the region’s bikeway network, developing walkable communities, and creating vibrant public spaces. Shasta Living Streets initiatives include:

- Distributing educational materials
- Collecting input from the community regarding challenges and opportunities
- Providing the public with legislative updates
- Hosting events to connect with Shasta residents

Sharing the Word About Safety

Education around safe travel behaviors can take many forms and can focus on different audiences. For example, Safe Routes to School programs are focused on safe travel behaviors for students while other
programs may be focused on new bicycle riders or transit riders. Advertising campaigns and marketing efforts can also be geared towards the most vulnerable or disenfranchised members of the community.

Other information is tailored for a general audience. Educational information for drivers may include lessons on yielding, providing space while passing bicyclists, and traffic control compliance while educational information for bicyclists may include lessons on wrong-way riding or safe turning techniques.

Education may be conducted through several means, such as advertising campaigns, roadside or trailside events, or classroom training courses. Some information may focus on high crash corridors, intersections, or schools and parks.

At events, volunteers may provide handouts, reward good behavior with prizes, and have conversations with community members about the importance of safe travel behaviors. Tailoring event materials to the audience is important to ensure that the information is accessible and easily understood.

**Bicycle Ambassador Program Examples**

**Salt Lake County’s Bicycle Ambassador Program**

The Salt Lake County (SLCo) Bicycle Ambassador Program team provides services to the 17 municipalities and unincorporated areas within Salt Lake County, Utah. The ambassadors are volunteers who are passionate about educating residents, promoting safe bicycle travel, and creating a healthy shared-use culture and mutual respect between all roadway users.

Services they provide include: bike mentorship, community cycling workshops, safe cycling rewards, organized rides, commuter pit stops, and bike lane stewardship. Becoming a bicycle ambassador is easy and convenient through an online application. Successful bicycle ambassador programs are also in Chicago, Washington, D.C., and Philadelphia.

More information can be found here: [http://slco.org/active-transportation/bicycle-ambassador-program/](http://slco.org/active-transportation/bicycle-ambassador-program/)

**League Certified Cycling Instructors**

In Shasta County, some community members are trained as League Cycling Instructors through the League of American Bicyclists. The instructors’ curriculum is focused on educating the community on bicycling “street skills.” Several instructors teach the “Women on Wheels” class through the City of Redding’s and City of Anderson’s recreation programs. This expertise of teaching safety in the community is a strong, local resource. Healthy Shasta serves as a resource for connecting the public with LCIs and bicycle training.

**Safe Routes to School Examples**

**Safe Routes to School Program**

Shasta County Public Health has been in existence for many years and received a three-year grant from the California Transportation Commission’s Active Transportation Program to educate and encourage children to use active transportation modes to travel to and from school.

The Shasta County Public Health’s SRTS program includes:

- Training teachers and students
- Hosting events
- Coordinating bike and pedestrian counts
• Partnering with law enforcement to assist with crossing guard trainings
• Developing and implementing a bike and pedestrian curriculum
• Encourages school districts to create their own programs
• Supporting schools in developing walking school buses and bike trains
• Partnering with municipalities and school districts to identify priorities and implementation steps for infrastructure improvements around schools

Additional SRTS resources can be found at the following links:

• Pedestrian and Bicycle Information Center’s Steps to Creating a Safe Routes to School Program: http://guide.saferoutesinfo.org/steps/
• Safe Routes to School National Partnership’s Safe Route to School case studies, reports, evaluations, and resources: https://www.saferoutespartnership.org/resources/browse/safe-routes-to-school

**Walking School Buses and Bike Trains**

A successful Safe Routes to School program is walking school buses or bike trains, in which children, parents, school staff, or SRTS volunteers walk or bike in a group, is a popular way to encourage walking and biking to school.

Bike trains allow children to ride in a safe environment and become more comfortable riding a bike for transportation. This can instill a cultural norm that biking for non-recreational trips is convenient and fun. SRTS programs can lead to children using active modes as adults because they view walking and biking a normal everyday activity. Also, research from the Safe Routes Partnership has shown that biking or walking to schools can lead to improved academic performance.

**Portland’s Safe Routes to School Program**

The Portland, Oregon region has been implementing SRTS programs for many years. As federal funds for SRTS programs became increasingly difficult to obtain, SRTS program coordinators began seeking financial assistance from other sources. In 2016, Oregon Metro, the Metropolitan Planning Organization for the Portland region, approved a $1.5 million fund that could be used to support the region’s SRTS programs. Oregon Metro also provides SRTS programs materials and technical assistance, establishes priorities, and leads coordination efforts between various schools participating in the SRTS programs.

**Bike Theft Prevention Initiatives**

**Education Example on Proper Locking Methods**

**Calgary’s “Save the Bikes”**

The City of Calgary in Alberta, Canada and Bike Calgary, a local bike advocacy organization, teamed up to launch a bike locking educational program called “Save the Bikes.” The motivation for this campaign was a literature review which found that 90 percent of stolen bikes were either locked using a cable lock or were unlocked in a garage or storage unit. During a "Save the Bikes" event, volunteers placed stickers on public bike racks; the stickers illustrated three bike locking techniques which were rated from good to best. The event was a low-cost way to share information about bike locking methods, generate awareness, and encourage people ride their bikes.
Bicycle Registration Program
Bicycle registration programs, and associated databases, are typically managed by municipal police departments. If a registered bike is reported stolen, the bike is flagged in the database, and if the bike is recovered, it can be easily returned to the owner. With minimal effort and funding by municipalities, registration programs can increase the number of bicycles returned to their owners.

Project 529
Non-municipal organizations, such as non-profit groups, are also creating bike registration databases. One example is Project 529 (with the app name of “529 Garage”), which merged with the National Bike Registry in 2017. Project 529 interfaces with other bike registries such as Bike Index, Operation Hands Off, and bikeregistry.com and has created the largest bicycle database in the United States. When bikes are reported missing or stolen, the Project 529 app will send a “missing bike” poster to app users within the same community, thus increasing the number of people looking for the missing bicycle.

During the course of a year, the City of Vancouver, BC had a 35 percent reduction in bike theft (nearly 900 bicycles) which they attribute to their educational and enforcement efforts and partnerships with Project 529, community organizations such as bike shops, and the general public.

Anti-Bike Theft Signage Examples
Singapore’s Letter Board Signs
The Singapore Police Force places letter board signs in areas that are experiencing high rates of bike thefts. Some signs report the total number of thefts in that area during the previous year while others state that a bike theft has occurred at that location. The sign also provides:

- Contact information for reporting a stolen bike
- Techniques to reduce the likelihood of having one’s bike stolen
- Graphic illustrating the ineffectiveness of a cable lock

Newcastle University’s Sign Study
Newcastle University, in England, installed signs at three study locations with high rates of bicycle theft to evaluate the effects of anti-bike theft signage. Bicycle thefts at the three study locations were compared to the reported thefts at locations. For a twelve-month period, reported bike thefts at the locations with signage were reduced by 62 percent when compared to the prior period. At locations without signage, the number of reported bicycle thefts increased by 65 percent. The results suggest that the intervention was effective but displaced the offenses to locations that did not have the anti-theft signage. While the use of signage has yet to be widely adopted in the United States, this intervention may be worth considering in “hot spot” locations for bike thefts given the low costs of signage.

Bait Bike Program Example
Sacramento’s Bait Bike Program
The Sacramento Police Department has a Bait Bike Program with approximately 20 bait bikes equipped with GPS tracking devices; the bikes were purchased by business groups with the aim of improving quality of life and reducing crime. The bikes are placed in locations throughout the city that have high

1 https://www.police.gov.sg/~/media/spf/images/crimeposter/bicycle%20theft.jpg
2 http://journals.plos.org/plosone/article/file?id=10.1371/journal.pone.0051738&type=printable
rates of bicycle thefts, vehicle break-ins, or residential burglaries. In 2015, The Police Department deployed the bait bikes 168 times, resulting in 60 arrests with 59 repeat offenders.

**Encouragement**

Encouraging people to use active modes can come in the following forms:

- Hosting events
- Rewarding and incentivizing those who choose to walk, bike, and ride transit
- Sharing information through social marketing
- Investing in interesting, well-designed active transportation infrastructure such as murals, signage, or custom bike racks

Encouragement campaigns can lead to increased visibility and comfort for pedestrians and bicyclists, improved safety, and more people choosing active transportation modes. Encouragement also creates social connectedness through shared stories and relationship building.

Branding or promoting trails, community rides/walks, and marketing popular routes can increase awareness of these community resources and help people think about the commute and recreational trips differently.

**Encouragement Through Infrastructure**

**End-of-Trip Facilities**

End-of-trip facilities make it easier and more comfortable for people to walk and bike, especially to work. Employers who provide these amenities may benefit from increased employee productivity, better employee health, reduction in absenteeism, reduced commute time, cost, and stress from parking and congestion, and a positive public image as organization that values the health of its employees and the environment.

*Healthy Shasta’s Bike Parking Pilot Program*

Healthy Shasta’s existing bicycle parking “crowd source” pilot could serve as a basis for where existing bicycle parking is located. This effort has captured roughly 75 percent of the locations, photos and some details of existing bicycle parking in Shasta County. As a next step in this initiative, SRTA could partner with Healthy Shasta to create a bike parking map with a companion online tool for the community to indicate where additional bike parking is needed. SRTA could also work with jurisdictions to install bicycle parking.

*“Viva” Bicycle Racks*

Viva Downtown Redding designed a bicycle rack unique to downtown Redding and worked with Gerlinger Steel to manufacturer them locally. Since then, Viva and Healthy Shasta have partnered to fund and coordinate installation of over 85 bicycle racks throughout Shasta County. The cities of Redding, Anderson and Shasta Lake have installed the racks in local communities.

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4 http://sacbike.org/south-sac-residents-question-bait-bike-program/
5 http://healthyshasta.org/news/bicycle-parking-map-project
Urban Land Institute’s Report

The Urban Land Institute has produced a report titled *The Active Transportation and Real Estate: The Next Frontier* which focuses on trends in active transportation, real estate development, and catalytic bicycle and pedestrian infrastructure projects. The Urban Land Institute found that relatively small investments in bike-friendly amenities can lead to increased returns.

End-of-Trip Facilities for Bicycle Riders Guide

The League of American Bicyclists’ *End-of-Trip Facilities for Bicycle Riders* summarizes the benefits of providing end-of-trip facilities; provides suggestions on where amenities should be placed; and offers tips on what kind of amenities are appropriate for various locations (see Figure A.1).

<table>
<thead>
<tr>
<th>Cyclist facilities</th>
<th>Safe Access</th>
<th>Bicycle parking for staff</th>
<th>Bicycle parking for visitors</th>
<th>Toilets</th>
<th>Showers</th>
<th>Lockers</th>
<th>Courtesy equipment*</th>
<th>Repair equipment**</th>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

* Courtesy equipment may include a basin and mirror, benches, hairdryers, iron and ironing board, washing machine and dryer, towel service, clothing hooks, fan, power point for bicycle light recharging or other convenience item.

** Repair equipment refers to items such as a foot pump, tyre levers and puncture repair kit.

Figure C.1. End-of-trip facilities recommended for various locations.
Source: League of American Bicyclists’ *End-of-trip facilities for bicycle riders* (June 2006)

A copy of this guide can be found here: [www.bikeleague.org/sites/default/files/BFB_Queensland_End_of_trip_facilities_for_bicycle_riders.pdf](http://www.bikeleague.org/sites/default/files/BFB_Queensland_End_of_trip_facilities_for_bicycle_riders.pdf)

End-of-Trip Facilities: A Planning Guide for the Houston-Galveston Region

Another helpful resource is the Houston-Galveston Area Council’s guide for employers, called the *End-of-Trip Facilities: A Planning Guide for the Houston-Galveston Region*, which was created with the aim of increasing the number of employers providing end-of-trip facilities. The guide identifies different types of amenities and offers suggested locations, cost estimates, level of security, design considerations, and case studies.

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Wayfinding Examples
Successful wayfinding systems include decision signs, confirmation signs, and turn signs. Decision signs are typically placed at decision points along bicycle routes, such as at intersections and key locations heading to and along bicycle routes. Confirmation signs indicate that bicyclists or pedestrians are on a designated bicycle or pedestrian facility, and turn signs indicate where a path turns from one street or facility to another.

Wayfinding may point residents and visitors to commercial corridors or centers, public facilities, parks, transit stations, or amenities such as water fountains or restrooms. Kiosks can be installed that provide detailed maps which should nearby destinations five or ten-minute walking or biking distance.

Bicycle Boulevards in Berkeley
The City of Berkeley has a network of Class III bicycle boulevards which are bicycle routes on low-volume, low-speed streets. The City has created a wayfinding system for bicycle boulevards that uses the following guidance to direct bicyclists along the bike boulevards.

- **Identification** – Identifies and confirms that bicyclists are on a bike boulevard
- **Destination and Distance** – Provides direction and distance to key destinations
- **Destination and Distance (at boulevard crossings)** – Two-sided signs at bike boulevard crossings providing directions and distance to key destinations
- **Route Guidance** – Two-sided sign that provides directional information where the route changes
- **Off-route Wayfinding** – Signs that direct bicyclists near the bike boulevard, typically parallel streets, to the nearby bike boulevard
- **Street Identification** – Replaced street sign along the bike boulevard with a bike boulevard branded sign
- **Advanced Street Identification** – Street signage along roadways that cross a bike boulevard warning motorists they are about to cross a bike boulevard

In addition to wayfinding signage, bicycle boulevards have pavement markings that are used to remind drivers that they are on a bicycle boulevard and should travel at low speeds. As programmatic support to the bicycle boulevard program, the City also encourages the community to provide input on damaged, missing, or obstructed wayfinding signs so they can quickly make repairs.

For more information, visit
[www.cityofberkeley.info/Public_Works/Transportation/Bicycle_Boulevard_Signage_System.aspx](http://www.cityofberkeley.info/Public_Works/Transportation/Bicycle_Boulevard_Signage_System.aspx)

Salt Lake County
Salt Lake County developed a regional Bicycle Wayfinding Protocol which encourages a consistent, county-wide wayfinding system throughout the County’s individual jurisdictions.

More information about this program can be found here:
**Encouragement Through Programs**

**Employer/Employee Incentives**

*Shasta Living Street’s Bicycle-Friendly Business Program*

Healthy Shasta, Shasta Living Streets, and the Redding Chamber of Commerce sponsor an annual Bicycle-Friendly Business Program to increase awareness about what businesses can do to support employees and customers in bicycling more regularly as well as to feature the efforts of local businesses.

Healthy Shasta began offering a Bicycle Friendly Employer award in 2010, and focused on encouraging employers to support their employees in bicycling to work. In 2016, the name of the program changed to “Bicycle-Friendly Business Program,” and the focus of the program expanded to also consider how businesses also support customers, visitors, and a bicycling culture in the community.

Each year, the program offers annual awards to local bicycle-friendly businesses. Any business, organization, public entity or worksite within Shasta County is eligible to be nominated, and the winners are determined by a committee with representatives from several organizations who reference the League of American Bicyclists’s Bicycle Friendly Business criteria. Winners receive recognition through free marketing; are honored at the Bicycle Friendly Business celebration; are awarded a complimentary bicycle rack of their choice and a bicycle friendly banner; and receive a Shasta Living Street Membership.

**Transportation Demand Management**

The Mobility Lab, a transportation research and policy organization, has identified seven TDM strategies that are effective in shifting auto trips to other modes. These strategies are ranked below from the most to the least effective:

1. Trip caps or maximum average vehicle occupancies
2. Ordinances and development conditions
3. Disincentives for driving such as paid parking, tolls, and congestion pricing
4. Incentives for transit and alternate modes
5. Comprehensive programs with mutually reinforcing services, such as transit, carpool/vanpool, bike, walk, transit stores, and other
6. Marketing business benefits to employers
7. Information sharing

*SANDAG’S iCommute Program*

The San Diego Association of Governments’ (SANDAG) TDM program, called “iCommute,” aims to increase the number of people who carpool, ride transit, bike, walk, and telework. The program provides commuter assistance, employer services, and support to local jurisdictions. The goals of iCommute include reducing traffic congestion; decreasing greenhouse gas emissions and environmental pollutants; reducing vehicle miles traveled; and helping the region meet the State-mandated goals to reduce greenhouse gas emissions.

iCommute provides an interactive website with resources and connects commuters to potential ride matches for carpools and vanpools. One tool allows users to compare transportation options, calculate

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7 [https://www.icommutesd.com/about-icommute](https://www.icommutesd.com/about-icommute)
the monetary and environmental costs of different options, and provides suggestions on alternatives and their associated benefits.

The following are a sample of iCommute’s programs and services:

- **Bike encouragement program** – Supports the regional bikeway network and encourages bike commuting through Bike to Work Day events, complimentary employer bike services, a regional bike map, and bike lockers at more than 60 transit stations and Park & Ride locations throughout the region.

- **Walk, Ride, and Roll to School** – Developed to increase the number of children who walk, bike, skate, or ride a scooter to school; provides educational and safety classes and an annual mini-grant that awards up to $1,500 to 15 schools, districts, or after-school programs.

- **Promotion and Campaigns** – Organizes annual events, such as Bike to Work Day and Rideshare Month, to encourage participation in TDM programs.

- **Employer Services Program** – Provides free assistance and tools to help local businesses create and implement their own employee commuter benefits program. Employers who provide exemplary benefits, have high participation rates, and shifts in employee transportation choices are recognized by their Diamond Award program.

- **Technical Assistance** – Provides local jurisdictions assistance in developing their TDM programs. For example, SANDAG partnered with the City of Chula Vista and local developers to formalize the City’s TDM program and integrate the program into the City’s planning and development process, General Plan, Climate Action Plan, and CO₂ Reduction Plan.

**Bike Parking Program**

Bicycle parking programs provide multiple benefits such as:

- Increasing the number of available bike parking
- Improving coordination between jurisdictions, property owners, businesses, and other organizations
- Streamlining public requests
- Providing one point of contact for developers regarding coordination of funding, installation, and replacement of bicycle parking during construction

**Metropolitan Area Planning Council’s Program**

The Metropolitan Area Planning Council in Massachusetts developed a regional bicycle parking program that reimburses municipalities for the purchase of bicycle parking and other amenities.⁹ The program contracts with vendors that provide inverted-U racks, high-capacity racks, bike corrals, tool stands, shelters and canopies, stacked bicycle parking, and other amenities. Municipalities order the racks or amenities from the specified vendors and are reimbursed for the full cost after installation.

**Bicycle-Friendly Business Program**

*Active Transportation Alliance’s Bicycle-Friendly Business Program*

In 2013, the Active Transportation Alliance (ATA), a non-profit organization that advocates for better biking, walking, and transit in Chicago, received a $25,000 grant from PeopleforBikes, an advocacy organization, to launch a new Bicycle-Friendly Business program. As a part of the program, ATA:

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• Promotes the participating bike-friendly businesses on their website which includes an interactive
  map
• Provides signage to participating businesses to promote the program
• Recruits champions who advocate for better bike facilities, post petitions, and coordinate with
  other businesses around bike, pedestrian, and transit issues

_Bicycle Benefits_
Bicycle Benefits is a national organization that works with businesses to incentivize bicycle-riding rather
than driving. Business that are Bicycle Benefits members receive storefront decals, information cards,
and branded helmet stickers. Customers who present the helmet sticker to member businesses receive
discount or free gift.

_American Bicyclists’ Bicycle Friendly Business webpage_
More information on becoming a business that supports a culture of bicycling can be found on the

**Community Events**
Examples of community events include “Open Street Events” and community rides.

_Open Street Events_
During Open Street Events, roadways are closed to vehicular traffic, and the community is invited to walk,
bike, or roll. People often set up booths or tents, and the event has a similar feel to a block party. Since
2011, Shasta Living Streets has hosted Open Street Events in the City of Redding. Shasta Living Streets
markets the event as a “free-form parade” and encourages people to walk, bike, and explore their city and
learn about local businesses and attractions.

_Community Bike Rides_
Community bike rides are another way to encourage people to ride their bicycles. Community rides can be
organized by advocacy organizations, businesses such as bike shops, municipalities, or other groups.
During community bike rides, participants ride along a pre-determined route, and these rides can be
grounded towards children, adults, or both. The purpose of the rides can be purely recreational and social, or
they could also contain a feedback element where participants analyze the existing network with the aim
of recommending improvements.

_Incorporating Active Transportation into Existing Events_
Events aimed at encouraging people of all ages to walk, run, and bike for recreation and transportation
can be included in new and existing events. For example, providing information about ways to walk, bike,
or ride transit to a community events can be a great encourage people to try new modes. These events
also support local businesses, provide a fun way to collect input on transportation needs and concerns,
and promotes physical activity.

**Encouragement Through Policies**
_Bike Parking on Private Property_
The Shasta County 2010 Bicycle Transportation Plan recognizes the importance of providing bicycle
parking and encourages employers to provide bicycle amenities, such as bicycle racks, showers, and
lockers, at worksites. The Plan also supports the placement of secure bicycle parking at/or near major
public transit stops.
Resources
For assistance in developing bicycle parking policies, the Association of Pedestrian and Bicycle Professionals (APBP) has developed the 2015 Essentials of Bike Parking: Selecting and Installing Bike Parking that Works and the 2010 Bicycle Parking Guidelines that provide recommendations, best practices and example policies. These resources can be found here: http://www.apbp.org/?page=publications

Section 5.106.4 of the California Green Building Standards Code includes the minimum requirements for short- and long-term bicycle parking, and jurisdictions within the State of California must comply with these requirements unless the jurisdiction has a stricter ordinance (i.e., higher bike parking minimums).

The Humboldt County Association of Governments’ 2015 Bike Parking Sourcebook also provides sample policies, municipal codes, and programs. This resource can be found here: http://hcaog.net/sites/default/files/bike_parking_sourcebook_final.pdf

Bike Parking on Public Property
Commute Seattle’s Inventory
In 2015, Commute Seattle conducted a bicycle amenity inventory of Seattle’s City Center. The report assessed the existing public and private bicycle amenities to determine if the supply could meet current and future demand. A bicycle parking inventory for the Shasta region could follow the Commute Seattle example.

Land Use Policies
Access to Transit
Currently, the Redding Area Bus Authority (RABA) provides a fixed-route and demand responsive transit service to the City of Redding and the broader urbanized area of Shasta County. RABA provides bike racks on the front of all fixed-route buses which can accommodate up to three bikes. RABA is the only local public transportation operator that originates in Shasta County; Modoc County’s Sage Stage and Trinity County’s Trinity Transit also have routes to and from the City of Redding.

In the 2007 Shasta Coordinated Transportation Plan, concerns have been noted around accessibility issues, lack of space for bicycles and luggage on transit, lack or absence of service in many areas, inaccessible bus stops for older adults or those with a disability, and a desire for comfort and safety improvements, lighting, protection from the weather, and seating, at existing transit stops.

Enforcement
Problematic Behaviors
Enforcement can aim to correct behaviors of both motorists and bicyclists. Problematic or dangerous motorist behaviors may include:

- Failing to yield the right-of-way
- Speed
- Dangerous left turns and right turns in front of bicyclists
- Driving too closely to bicyclists
- Opening vehicle doors into bike lanes

- Parking in bike facilities
- Distracted driving
- Driving while under the influence of alcohol or drugs

Bicyclist behavior that can contribute to crashes may include:

- Wrong way riding
- Riding at night without bike lights
- Failure to comply with traffic laws
- Riding at high speeds or erratically on sidewalks

**Drivers Failing to Yield the Right-of-Way**

Motorists failing to yield to pedestrians and bicyclists can create a dangerous environment for walking and biking and may result in serious crashes. Enforcement of the right-of-way at locations with high volumes of pedestrians and bicyclists can improve safety and may increase the rate at which motorists yield to pedestrians and bicyclists. Locations for targeted yielding enforcement may include: trail crossings, schools, transit centers, commercial corridors, mid-block crossings, and other locations with poor sightlines or high safety risks.

Enforcement efforts should be informed by data, and areas with high pedestrian and bicyclists injuries and fatalities should be evaluated for design improvements. In addition, law enforcement officers should regularly engage and partner with schools, businesses, and community organizations create a dialogue around locations where additional enforcement may be needed.

**St. Paul's “Stop for Me” Campaign**

St. Paul, Minnesota developed the “Stop for Me” campaign which is aimed at reducing pedestrian crashes by issuing citations to motorists who fail to yield to pedestrians at marked and unmarked crosswalks. During the campaign, volunteers attempted to cross at crosswalks throughout St. Paul; 34 crosswalks were included in the campaign. If motorists did not stop within 193 feet, the required distance for motorists to safely stop at 40 mph, the motorist was issued a ticket.

**Speed**

Vehicle speed is a contributing factor in nearly one-third of all fatal traffic-related crashes in the United States. Speed reduction is especially important to pedestrian safety, since the risk of severe injury or death to the pedestrian rises sharply as speeds increase, as shown in Figure 3.
Figure C.2. Impact Speeds and Risk of Severe Injury or Death

Prioritizing speed enforcement in areas with high populations of vulnerable users (such as children and seniors) or high-crash locations involving bicyclists or pedestrians can improve safety and comfort. To address this issue, some communities are recalibrating traffic speeds on roadways in dense neighborhoods or multi-modal areas.

Shasta County’s Smart Trailer
The Shasta County Sheriff’s Office has a speed-monitoring awareness radar tool, called a “smart trailer,” which is used to control chronic speeding problems without the need of a law enforcement officer to be present. The smart trailer shows a motorist’s speed on an oversized display and is placed at locations with high rates of speed limit infractions, or upon request and availability.

Seattle’s Speed Limit Decrease
The City of Seattle found that approximately 25 percent of fatal crashes in Seattle result from speed. The City recognized that action was needed to increase safety for all roadway users and address the City’s Vision Zero goal of ending traffic deaths and serious injuries on city streets by 2030. To meet these goals, the City of Seattle decreased their speed limits on many arterial roadways from 30 mph to 25 mph, and on neighborhood streets from 25 mph to 20 mph.

Traffic Control Compliance
In general, all road users, including pedestrians, bicyclists, and motorists, commit traffic control violations. Focusing enforcement of traffic compliance on areas with high bicyclist and pedestrian volumes, such as schools, parks, commercial corridors, can lead to a safer environment for all users.

Examples
The Chicago Department of Transportation’s Bicycle Ambassadors work with the Police Department to host enforcement campaigns at high-crash locations. The purpose of these campaigns is to target
dangerous behaviors, often at intersections with stop signs or traffic signals. Warnings are issued to bicyclists and motorists who fail to obey the traffic control devices.

In 2016, the Bicycle Ambassadors conducted 66 campaigns, issued 850 warnings to bicyclists, and 700 warnings to motorists. After the campaign, the Police Department continues to issue citations to those who do not comply with traffic control regulations.

Also, the Injury Prevention Coalition of Shasta County is currently working with high schools to provide events and education around discouraging distracted driving and driving under the influence.

**Rewarding Good Behavior Examples**
The Naperville, Illinois Police Department hosts an annual campaign during which police officers issue “ice cream” citations to children who are demonstrating safe bicycle riding behaviors. These “ice cream” citations are coupons that can be redeemed for a free ice cream cone from McDonald’s. From 2015 to 2017, Police Department has issued between 1,000 and 4,000 citations each year.

Similar “re-enforcement” campaigns were conducted by the Seattle Department of Transportation (SDOT) who partnered with volunteers from the Cascade Bicycle Club. At a new two-way protected bike lane in downtown Seattle, SDOT staff and volunteers “issued” Starbucks’ gift cards to motorists and bicyclists who obeyed the new bicycle traffic signals and who parked, loaded and unloaded goods correctly.

The County’s Safe Routes to School program is currently partnering with the City of Anderson Police Department to provide “positive enforcement” rewards, such as reflective lights, to kids walking and bicycling safety. The Injury Prevention Coalition has also partnered with several local law enforcement departments to hand out ice cream certificates.

**Enforcement Methods**
The following are examples of enforcement methods.

**Targeted Enforcement**
Targeted enforcement, also called “High Visibility Enforcement,” can be used in areas where there are high volumes of people walking and biking or locations with known safety concerns, such as speeding or low traffic control compliance. Targeted enforcement can be both an enforcement method and a way to educate people about traffic safety and the potential outcomes of failing to obey traffic laws.

**Progressive Ticketing Method**
A progressive ticketing method, described below, can be used during targeted enforcement campaigns.

The first step is educating the community that there is a problem and raising awareness of this problem. The safety implications that result the problem and unsafe behaviors should be clearly stated and supported with data.

The second step is announcing that there will be increased enforcement for these behaviors prior to issuing citations. This can be done in the form of advertisements, newspaper stories, fliers, and official warnings issued by the Police Department.

The third step is issuing citations after the warning period has expired. Hosting a press conference announcing where and when targeted enforcement will occur can help to increase awareness on dangerous locations and behaviors.
Bike Patrols
A bike patrol, in which law enforcement officers conduct their patrols on a bicycle, may be another effective policing effort. Bicycle patrol officers can be both a law enforcement officer and a bicycle ambassador while on patrol. Bicycle patrol officers come into contact with nearly twice as many people as an officer in a motor vehicle. This increases the opportunities for conversations to encourage safe behaviors.

Safety Patrols on Trails Examples

Glendale’s Trail Safety Patrol
The City of Glendale, California has established a Trail Safety Patrol (TSP) through the Community Services and Parks Department. The TSP provides safety services, reports trail maintenance issues, and assists trail staff.11 The City has found that the TSP has increased comfort on the trails, improved the behavior of trail users, and reduced crime.

Three Rivers Park’s Trail Patrol
In Three Rivers Park, Minnesota, a Trail Patrol was created by the Police Department after crashes (between motorists and bicyclists/pedestrians, and between bicyclists and pedestrians) occurred at many trail and roadway intersections throughout the trail system and a rise in petty crime had occurred.12

The Trail Patrol focuses on education and awareness campaigns and law enforcement. Two fulltime, sworn officers and three non-sworn park service officers patrol the trails. The team attends bike and pedestrian-related events to share information about their team and to and develop a relationship with the community.

East Bay Regional Park District’s Volunteer Bicycle Patrol
The East Bay Regional Park District which serves Alameda and Contra Costa counties has created the Volunteer Bicycle Patrol which seeks to protect the safety of all park and trail users; preserve the park’s plants and wildlife; and promote an enjoyable experience for users. SRTA could explore and expand options similar to the East Bay Regional Park District’s program.

Evaluation

Non-Motorized Counts
Data on bicycle and pedestrian volumes can be collected manually or automatically. Volunteers can be used to conduct manual counts at different locations. If data is being collected throughout a region, a consistent data-collection methodology should be used between jurisdictions to maximize the utility of the data being collected. If possible, recording additional details (such as direction, time of day in 15-minute increments, gender, and other information) is also beneficial.

Additional project-specific counts and permanent counters can provide baseline data to evaluate growth in pedestrian activity and/or bike ridership, development of seasonal adjustment factors, and an understanding of how the local and regional pedestrian and bicycle network is being used. A combination

12 http://ipmba.org/blog/comments/trail-patrol-a-proactive-approach-to-public-safety
of automated, permanent counters, and manual counts should be used to collect as much data as possible without exhausting local resources (such as funding, labor/staff, and time).

The National Bicycle and Pedestrian Documentation Project coordinates a nationwide bicycle and pedestrian count twice a year, in which the Shasta region could participate.\textsuperscript{13}

Since 2008, Healthy Shasta has been conducting annual bicycle and pedestrian counts which provides existing data and methodology for comparisons at key intersections, both for street and trailheads. The counts currently occur one day a year during an hour and a half during the morning commute and two hours during the afternoon commute. The data collected includes counts for bicyclists and pedestrians, location, direction of travel and turn movements, weather, and gas prices. Some counts gather data on helmet use and gender.

Counts have been taken at some locations consistently since 2008, while other locations have changed, typically to account for infrastructure changes or a need to collect data for funding applications. Future efforts could build off this program and compare trends over past years.

Additional data collection resources for non-motorized counts can be found at the following links:

- \textit{Guidebook on Pedestrian and Bicycle Volume Data Collection} - NCHRP Report 797.  
  http://www.trb.org/Publications/Blurbs/171973.aspx
- \textit{Travel Monitoring and Traffic Volume} – FHWA.  
  https://www.fhwa.dot.gov/policyinformation/tmguide/
- \textit{Bicycle and Pedestrian Count Data – Part 1: Programs, Data, and Metrics} - Pedestrian and Bicycle Information Center.  
  http://www.pedbikeinfo.org/training/webinars_PBIC_LC_022117.cfm

\textbf{Example}

The Seattle Department of Transportation (SDOT) has 12 permanent automated bicycle counters on neighborhood greenways, multi-use trails, and several bridges. The counters provide data that are compared to 2014 baseline counts to assess past performance and evaluate progress towards the City’s goal of quadrupling ridership by 2030. Three of the counters automatically upload data once a day, and updates SDOT’s website display the results in daily, weekly, monthly, and annual totals. The other counters upload data once a month.

\textsuperscript{13} http://bikepeddocumentation.org/
Appendix D: Network Development and Prioritization

Network Development Methodology
The recommended bicycle and pedestrian network for the GoShasta ATP was developed through an iterative process using a combination of GIS-based needs analysis, field assessments, and discussions with the local jurisdictions. The network development process began with an assessment of current gaps in the bikeway network in GIS by mapping the existing bikeway and pedestrian networks across the region. Key gaps in the network were marked for bikeway recommendations. Additionally, based on field and aerial reviews of the roadway network across the region, potential bikeway routes and pedestrian focus areas were identified that connected between key destinations (e.g., schools, colleges, shopping centers, rural communities, and employment centers) as well as evaluating bicycle- and pedestrian-involved crashes to identify locations for recommended improvements to address safety concerns.

Following this initial layout of potential route locations, the type of recommended facility was determined through a secondary analysis of the roadway. For bikeways, the results of the level of traffic stress analysis and the posted speed along a roadway were used to recommend bikeway facilities that would provide a lower-stress bicycling experience while recognizing existing right of way constraints. This review also included recommending changes to the existing bikeway network to improve the bicycling experience along those facilities. For pedestrian facilities, different pedestrian environments were recommended based on the expected volume of pedestrian activity and the people that would likely be using the facility (e.g., students or shoppers).

After laying out the initial bikeway and walking improvement recommendations, the network was reviewed by each local jurisdiction to adjust the recommended network based on local knowledge and the feasibility of implementing different facility recommendations. Based on these comments, the network was revised. This revised network was then shared with the public as part of the community outreach for the plan and additional changes were made to the network based on the public input received after review by the local jurisdictions.

Prioritization Methodology
Implementation of the recommended bike and pedestrian projects included in this Plan will require funding from multiple sources and coordination with various agencies. To facilitate this, this section presents the method used to prioritize the GoShasta ATP recommended network. The prioritization method uses GIS data and public input to score the recommended projects and can be rerun as newer data becomes available. Scoring and measures for the prioritization criteria can be viewed in Table D.1.

After prioritization scores were ascribed to projects, local agencies were given the opportunity to reprioritize projects based on qualitative data. The reorganized project list was used to conduct a cost analysis and to determine the final regional constrained and unconstrained project lists.
Table D.1: GoShasta ATP Prioritization Scoring

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<td>Level of Traffic Stress (LOS)&lt;sup&gt;2&lt;/sup&gt;</td>
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<td>Connectivity (bike projects only)</td>
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<td>Closes a network gap</td>
<td>Closes a gap between two existing bike facilities on the same street</td>
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<tr>
<td></td>
<td>1 mile</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transit stops</td>
<td>1/4 mile from a transit center</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/4 mile from a bus stop</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School</td>
<td>1/4 mile</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/4-1/2 mile</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/2-3/4 mile</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strategic Growth Area (SGA)</td>
<td>Within SGA</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity</td>
<td>Low Resource Communities&lt;sup&gt;3&lt;/sup&gt;</td>
<td>Within a Low Resource Community</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>WikiMap Feedback</td>
<td>Supporting comments</td>
<td>Directly refers to a proposed project</td>
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<td>10</td>
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<tr>
<td></td>
<td>GRAND TOTAL</td>
<td>145</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<sup>1</sup> A kernel density analysis using a half-mile distance band was conducted for bicycle crashes and pedestrian crashes that occurred between 2011 and 2015. Crashes were weighted based on the severity of the most severe injury resulting from the crash. Fatal crashes receive 10 points, serious injuries receive 5 points, minor or possible injury crashes receive 3 points, and no injuries or property damage only receive 1 point. Four tiers are classified using natural breaks with the lowest tier being removed from the analysis.

<sup>2</sup> A Level of Traffic Stress Analysis (See Appendix A) was conducted. Roads determined to have a level of traffic stress of 3 or 4 are generally considered to be uncomfortable for less experienced bicyclists due to traffic speeds, volumes and existing bicycle facilities (or lack of). These roads were included in the prioritization analysis because they are good candidates for improvements that would make them more safe and comfortable for a larger segment of the population.

<sup>3</sup> A Low Resource Community is defined in SRTA’s 2015 Regional Transportation Plan (RTP). Low Resource Communities are identified in the Disadvantaged Communities Analysis that was conducted as part of the 2015 RTP.
The first step in the prioritization method consists of generating bike and pedestrian GIS heatmaps using the safety, demand, and equity factors. The heatmaps are developed by overlaying weighted buffers at different distance bands for each prioritization criterion. The buffers are merged together and the individual criterion scores were summed to create a subtotal prioritization score. This subtotal score is applied to the individual segments of the regional recommended network. The individual project segments are merged into larger project segments using the heatmap score, existing bikeway network, roadway network, and the recommended bike facility types as breaks in the project network. The average heatmap score is applied to each project segment during the merge creating a project subtotal. Public input received during the WikiMap exercise is then incorporated into the prioritization scoring by reviewing comments that support specific projects or routes. Projects were awarded points if they received a supportive comment.

Bicycle recommendations are included in a connectivity analysis to award points to projects that improve the bikeway network connectivity. The connectivity score is calculated using GIS to count the number of existing bikeways and recommended bikeways that each project is connected to and applies the corresponding connectivity criteria score. Projects that close a network gap between two existing bike facilities on the same street were given an additional five points and projects that directly connect to the Sacramento River Trail are given five points due to the trail’s regional popularity.

A final prioritization score is calculated by summing the subtotal, WikiMap, and connectivity scores (connectivity score is applied only to bike recommendations). Recommended pedestrian spot treatments are prioritized using a similar methodology by taking the average pedestrian heatmap score within a 200-foot buffer.

The result of the prioritization scoring for bicycle projects are illustrated on Figures D.1 to D.7, and the result of the prioritization scoring for the pedestrian projects are illustrated on Figures D.8 to D.14. The prioritized projects can be viewed in Tables D.[number]. *Tables are forthcoming.*

The analysis uses easy to follow socio-economic American Community Survey Census data at the Census Block Group level (13 datasets/identifiers) to identify Low Resource Communities. Census Block Groups with 5 or more identifiers are considered Low Resource Communities.
Figure D.1. Prioritized Bike Projects - Anderson
Figure D.2. Prioritized Bike Projects – Burney and Johnson Park Area
Figure D.3. Prioritized Bike Projects - Cottonwood
Figure D.4. Prioritized Bike Projects – Fall River Mills and McArthur Area
Figure D.5. Prioritized Bike Projects – Happy Valley Area
Figure D.6. Prioritized Bike Projects – Palo Cedro
GoShasta
ACTIVE TRANSPORTATION PLAN
Prioritized Bike Projects - Shasta Lake

Figure D.7. Prioritized Bike Projects – Shasta Lake
Figure D.8. Prioritized Pedestrian Projects – Anderson
Figure D.9. Prioritized Pedestrian Projects – Burney and Johnson Park Area
GoShasta
ACTIVE TRANSPORTATION PLAN
Prioritized Pedestrian Projects - Cottonwood

Figure D.10. Prioritized Pedestrian Projects – Cottonwood
Figure D.11. Prioritized Pedestrian Projects – Fall River Mills and McArthur Area
Figure D.12. Prioritized Pedestrian Projects – Happy Valley Area
Figure D.13. Prioritized Pedestrian Projects – Palo Cedro
Figure D.14. Prioritized Pedestrian Projects – Shasta Lake
Appendix E: Comprehensive Active Transportation Project List

Comprehensive Active Transportation Project List

Tables E.2 and E.3 present projects that comprise the GoShasta and City of Redding ATP recommended networks as depicted on maps in Chapter 3 of the Plan. Active transportation projects from each jurisdiction in the Shasta Region are represented in the following table, including projects listed in the city of Redding’s Active Transportation Plan (ATP). More information on city of Redding projects, policies, and programs can be found Redding’s ATP. The ATPs for the city and the region were developed somewhat independently out of the same planning effort and will move forward together. As the city of Redding updates the project list in its ATP, these changes will automatically be incorporated in the GoShasta plan and the regional transportation plan.

Projects are broken into pedestrian, bicycle, and spot projects by local jurisdiction. Project extents have been established based on a GIS analysis, logical breaks (e.g., major junctions, a change in roadway or right-of-way width) and input from local agency partners and are subject to change based on local needs and scoring criteria for grant funding sources that may be pursued. The Project prioritization scores were established based on a quantitative analysis as described in Appendix D. The scoring rubric for prioritizing projects is also provided below as Table E.1. These scores are general indicators of the benefits a given project may provide (the higher the score, the higher the benefit), however there may be additional benefits or opportunities derived by a particular project that have not been captured in the quantitative analysis, which may override its score. Finally, planning-level cost estimates are included for each project. These estimates include materials for implementing the given project plus other soft costs such as the public/design process, maintenance of traffic (during installation), and contingencies. These costs are intended for general planning and programming purposes only. More accurate projects costs would be developed at the project development phase. A number of projects in the following project lists are "subject to Caltrans process." Please refer to page 51 of the GoShasta Active Transportation Plan for more information on Caltran’s project development process.
Table E.1: GoShasta ATP Prioritization Scoring

<table>
<thead>
<tr>
<th>Factor</th>
<th>Criteria Description</th>
<th>Measure</th>
<th>Points Possible</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>Crash analysis&lt;sup&gt;1&lt;/sup&gt;</td>
<td>Tier 1 - High concentration</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tier 2 - Medium to high concentration</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tier 3 - Medium concentration</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Level of Traffic Stress (LOS)&lt;sup&gt;2&lt;/sup&gt;</td>
<td>LTS 4</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LTS 3</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Connectivity (bike projects only)</td>
<td>Connects with existing bike facility</td>
<td>Connects with 5 or more existing bike facilities</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Connects with any existing bike facilities</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Connects with 2 or more proposed bike routes</td>
<td>Connects with 2 or more GoShasta ATP bike routes</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Closes a network gap</td>
<td>Closes a gap between two existing bike facilities on the same street</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Existing Trunk Lines</td>
<td>Directly connects to the Sacramento River Trail and existing trunk lines</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Demand</td>
<td>Distance to closest park, transit stop, or school</td>
<td>Total Points Possible</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>Parks</td>
<td>1/2 mile</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 mile</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transit stops</td>
<td>1/4 mile from a transit center</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/4 mile from a bus stop</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School</td>
<td>1/4 mile</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/4-1/2 mile</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/2-3/4 mile</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strategic Growth Area (SGA)</td>
<td>Within SGA</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity</td>
<td>Low Resource Communities&lt;sup&gt;3&lt;/sup&gt;</td>
<td>Within a Low Resource Community</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>WikiMap Feedback</td>
<td>Supporting comments</td>
<td>Directly refers to a proposed project</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

<sup>1</sup> A kernel density analysis using a half-mile distance band was conducted for bicycle crashes and pedestrian crashes that occurred between 2011 and 2015. Crashes were weighted based on the severity of the most severe injury resulting from the crash. Fatal crashes receive 10 points, serious injuries receive 5 points, minor or possible injury crashes receive 3 points, and no injuries or property damage only receive 1 point. Four tiers are classified using natural breaks with the lowest tier being removed from the analysis.

<sup>2</sup> A Level of Traffic Stress Analysis (See Appendix A) was conducted. Roads determined to have a level of traffic stress of 3 or 4 are generally considered to be uncomfortable for less experienced bicyclists due to traffic speeds, volumes and existing bicycle facilities (or lack of). These roads were included in the prioritization analysis because they are good candidates for improvements that would make them more safe and comfortable for a larger segment of the population.

<sup>3</sup> A Low Resource Community is defined in SRTA’s 2015 Regional Transportation Plan (RTP). Low Resource Communities are identified in the Disadvantaged Communities Analysis that was conducted as part of the 2015 RTP. The analysis uses easy to follow socio-economic American Comity Survey Cens data at a Census Block Group level (13 datasets/identifiers) to identify Low Resource Communities. Census Block Groups with 5 or more identifiers are considered Low Resource Communities.
## Anderson

### Pedestrian

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Safety</th>
<th>Demand</th>
<th>Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>NORTH ST</td>
<td>1 SBD O/N/R/MURRAY DR</td>
<td>DOUGLAS ST</td>
<td>Commercial/Civic Center</td>
<td>0.6</td>
<td>6.0</td>
<td>0.0</td>
<td>9.1</td>
</tr>
<tr>
<td>STENDLY LN</td>
<td>BAY ST/UPPERPT RD</td>
<td>NORTH ST</td>
<td>Community Walking Connection</td>
<td>0.8</td>
<td>1.9</td>
<td>0.0</td>
<td>9.0</td>
</tr>
<tr>
<td>NORTH ST</td>
<td>DOWNSG/L/RIVERSIDE AVE</td>
<td>1 SBD O/N/R/ MURRAY DR</td>
<td>Commercial/Civic Center</td>
<td>0.8</td>
<td>8.0</td>
<td>0.0</td>
<td>5.7</td>
</tr>
</tbody>
</table>

| Pedestrian Subtotal | $794,500 |

## Shasta Lake

### Pedestrian

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Safety</th>
<th>Demand</th>
<th>Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCDONALD AVE</td>
<td>SHASTA DAM BLVD</td>
<td>MAIN ST</td>
<td>Commercial/Civic Center</td>
<td>0.1</td>
<td>1.46</td>
<td>0.0</td>
<td>11.7</td>
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<tr>
<td>VALLEYS ST</td>
<td>LOS GATOS AVE</td>
<td></td>
<td></td>
<td>0.3</td>
<td>4.3</td>
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<td>0.0</td>
</tr>
<tr>
<td>CASCADE BLVD</td>
<td>GRAND CREEK BLVD</td>
<td></td>
<td></td>
<td>0.4</td>
<td>3.7</td>
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<tr>
<td>ASHBY RD</td>
<td>PINN GROVE AVE</td>
<td></td>
<td></td>
<td>0.7</td>
<td>1.6</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>PINE GROVE AVE</td>
<td>JAROSCH WAY</td>
<td></td>
<td></td>
<td>1.4</td>
<td>1.3</td>
<td>0.0</td>
<td>5.0</td>
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| Pedestrian Subtotal | $3,015,197 |

## Bicycle

### Board of Supervisors Regular Meeting - March 6, 2018

<table>
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<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Safety</th>
<th>Demand</th>
<th>Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHASTA DAM RD</td>
<td>LAKE BLVD</td>
<td>DAVIS AVE</td>
<td></td>
<td>1.1</td>
<td>4.7</td>
<td>0.0</td>
<td>8.9</td>
</tr>
<tr>
<td>CHURCHN TRAIL</td>
<td>PINN GROVE AVE</td>
<td></td>
<td></td>
<td>0.7</td>
<td>1.0</td>
<td>0.0</td>
<td>0.0</td>
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| Bicycle Subtotal | $4,112,315 |

## Redding

### Bicycle

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Safety</th>
<th>Demand</th>
<th>Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUTTE ST</td>
<td>CONTINENTAL ST</td>
<td>SUNLORD BRIDGE</td>
<td></td>
<td>0.39</td>
<td>6.2</td>
<td>0.0</td>
<td>2.0</td>
</tr>
<tr>
<td>CONTINENTAL ST</td>
<td>BUTTE ST</td>
<td>TRINITY ST</td>
<td></td>
<td>0.31</td>
<td>6.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>OFF-STREET (TURTLE SHOREWAY/CONTRIBUTION TRAIL)</td>
<td>TURTLE BAY</td>
<td>CONTINENTAL ST</td>
<td></td>
<td>0.43</td>
<td>6.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>PARK MARINA DR</td>
<td>SUNLORD BRIDGE</td>
<td>E CYPRESS AVE</td>
<td></td>
<td>1.0</td>
<td>6.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>PARK MARINA DR</td>
<td>SUNLORD BRIDGE</td>
<td>PARK MARINA DR</td>
<td></td>
<td>1.1</td>
<td>6.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>SHASTA ST, WILLIS ST, PLEASANT ST, SOUTH ST</td>
<td>SOUTH ST</td>
<td>FRANCISCO ST</td>
<td></td>
<td>0.6</td>
<td>6.2</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>SHASTA DR IK</td>
<td>CASTLEND RD</td>
<td>HWY 44 WB</td>
<td></td>
<td>0.74</td>
<td>6.2</td>
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</tr>
<tr>
<td>SHASTA DR IK</td>
<td>CASTLEND RD</td>
<td>MARTHELL NELL</td>
<td></td>
<td>1.09</td>
<td>6.2</td>
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<tr>
<td>TRINITY ST</td>
<td>CENTER ST</td>
<td>CONTINENTAL ST</td>
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<td>0.43</td>
<td>6.2</td>
<td>0.0</td>
<td>0.0</td>
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<tr>
<td>VICTOR AVE</td>
<td>BRANMBL PL</td>
<td>E CYPRESS AVE</td>
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<td>0.62</td>
<td>6.2</td>
<td>0.0</td>
<td>0.0</td>
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<tr>
<td>VICTOR AVE</td>
<td>BRAMBLE PL</td>
<td>OLD ALTABURG RD</td>
<td></td>
<td>1.15</td>
<td>6.2</td>
<td>0.0</td>
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</tr>
</tbody>
</table>

| Bicycle Subtotal | $482,087 |

## Shasta County

### Bicycle

<table>
<thead>
<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Safety</th>
<th>Demand</th>
<th>Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUDDSON RD</td>
<td>MOUNTAIN VIEW HWY 299</td>
<td>CYPRESS AVE</td>
<td></td>
<td>0.44</td>
<td>6.2</td>
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</tr>
<tr>
<td>MOUNTAIN VIEW RD</td>
<td>MOUNTAIN VIEW HWY 299</td>
<td>CYPRESS AVE</td>
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<td>0.44</td>
<td>6.2</td>
<td>0.0</td>
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</tr>
<tr>
<td>RHONDA RD</td>
<td>CREMA PL</td>
<td>MATT WH / ROBINSON GLN DR</td>
<td></td>
<td>0.53</td>
<td>6.2</td>
<td>0.0</td>
<td>15.8</td>
</tr>
<tr>
<td>PARK AVE/CY- PRESS AVE</td>
<td>HUDDSON ST</td>
<td>BARTEL ST</td>
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<td>0.89</td>
<td>6.2</td>
<td>0.0</td>
<td>15.8</td>
</tr>
<tr>
<td>DESCHUTES RD</td>
<td>BOYLE RD/OLD DESCHUTES RD</td>
<td>LASERSEN DRI</td>
<td></td>
<td>0.95</td>
<td>6.2</td>
<td>0.0</td>
<td>15.8</td>
</tr>
<tr>
<td>OAK ST, THORNE AVE</td>
<td>DIXELAND LN</td>
<td>CYPRESS AVE</td>
<td></td>
<td>1.13</td>
<td>6.2</td>
<td>0.0</td>
<td>15.8</td>
</tr>
</tbody>
</table>

<p>| Shasta County Bicycle Subtotal | $11,395,187 |</p>
<table>
<thead>
<tr>
<th>Street Name</th>
<th>From Street</th>
<th>To Street</th>
<th>Project Description</th>
<th>Length (Miles)</th>
<th>Safety</th>
<th>Comfortability</th>
<th>Cost 2026</th>
<th>Cost 2040</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHAFTA DAM BLVD</td>
<td>ASHFY RD</td>
<td>CASCADE BLVD</td>
<td>Cascade Proj- ect Development Process - Separated Bike Lane</td>
<td>0.97</td>
<td>5.8</td>
<td>8.1</td>
<td>$586,257</td>
<td>$626,482</td>
</tr>
<tr>
<td>FRONT ST</td>
<td>SHAFTA DAM BLVD</td>
<td>SHAFTA DAM BLVD</td>
<td>Cascade Proj- ect Development Process - Separated Bike Lane</td>
<td>2.32</td>
<td>5.0</td>
<td>7.0</td>
<td>$7,163</td>
<td>$7,636</td>
</tr>
<tr>
<td>CABELL ST</td>
<td>MEADE ST</td>
<td>SHAFTA DAM BLVD</td>
<td>Bike Lane</td>
<td>1.54</td>
<td>10.0</td>
<td>6.7</td>
<td>$3,322,332</td>
<td>$3,478,747</td>
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<tr>
<td>ASHFY RD</td>
<td>FRONT ST/SHAFTA DAM BLVD</td>
<td>WOODLEY AVE</td>
<td>Shared Use Path</td>
<td>1.24</td>
<td>2.8</td>
<td>9.1</td>
<td>$2,986</td>
<td>$3,132</td>
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<tr>
<td>MCCORDON AVE</td>
<td>FRENCH ST</td>
<td>SHAFTA DAM BLVD</td>
<td>Bike Lane</td>
<td>1.84</td>
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<td>$1,083</td>
<td>$1,188</td>
</tr>
<tr>
<td>CABELL ST</td>
<td>FORT PECK ST</td>
<td>MEADE ST</td>
<td>Bike Lane</td>
<td>1.04</td>
<td>10.0</td>
<td>6.0</td>
<td>$1,188</td>
<td>$1,283</td>
</tr>
<tr>
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Shasta Lake Bicycle Summary: $1,779,708

Page 405 of 520
### Shasta Lake Pedestrian Board Meeting

**Date:** March 6, 2018

**Meeting Agenda:**
- Project Description
- Length (Miles)
- Pedestrian Crash Density
- Transit Center
- Parks
- School
- Bus Stop
- Strategic Growth Area
- Disadvantaged Community
- Equity
- Total
- Cost
- Time Band

#### Shasta Lake Pedestrian Subtotal

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<th>Equity</th>
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#### Spot Recommendations

**Location**
- **Trinity ST**
  - Shasta Dam Blvd
  - Cascade Blvd
  - Main St

**Project Description**
- Subject to Cal/Trans Process - Commercial Corridor
- Subject to Cal/Trans Process - Commercial Corridor
- Subject to Cal/Trans Process - Commercial Corridor
- Subject to Cal/Trans Process - Commercial Corridor
- Subject to Cal/Trans Process - Commercial Corridor

**Safety**
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- 0.8
- 0.8
- 0.8
- 0.8

**Demand**
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- 0.8
- 0.8
- 0.8
- 0.8

**Equity**
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- 0.8
- 0.8
- 0.8
- 0.8

**Commentary:**
- Shasta Lake Pedestrian Subtotal: $8,125,476

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**Redding Bicycle Board Meeting**

**Date:** March 6, 2018

**Meeting Agenda:**
- Project Description
- Length (Miles)
- Bike Crash Density
- Connects to Proposed Facilities
- Connects to Existing Bike Route
- Connects to Existing Trail
- Transit Center
- Parks
- School
- Bus Stop
- Strategic Growth Area
- Disadvantaged Community
- Equity
- Total
- Cost
- Time Band

#### Redding Bicycle Subtotal

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**Commentary:**
- Redding Bicycle Subtotal: $28,719,795

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**IN DEVELOPMENT BY CITY OF REDDING**
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**Note:** The table represents a list of streets and their corresponding project descriptions, including length, traffic, bike facilities, and other project details. The streets are listed in columns from left to right, covering various aspects of the project description.
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In Development

By City of Redding
Redding
Bicycle
Safety
Connectivity
Connects Closes Connects Connects
Length Level of Bike
to
Transit
(Miles) Traffic Crash
Network to Existing to Sac
Center
Stress Density Proposed
Gap
Facility
River
Trail
Facilities

Demand

Equity

Street Name

From Street

To Street

Project
Description

CAPRICORN WAY

CASTLEWOOD DR

HARTNELL AVE

Shared-Use
Path

1.09

6.0

1.0

5.0

0.0

0.0

0.0

0.0

0.0

7.7

4.4

10.0

3.2

1.3

0.0

38.6

20262040

SHASTA VIEW DR

HWY 44 WB OFF/R/
HWY 44 WB ON/R

COLLEGE VIEW DR

Shared-Use
Path

3.10

5.0

1.8

5.0

10.0

0.0

0.0

0.0

0.0

2.7

3.7

6.3

4.0

0.0

0.0

38.5

20262040

CHURN CREEK ROAD

CHURN CREEK/
BONNYVIEW RD

RANCHO RD

Shared-Use
Path

0.79

8.0

0.0

5.0

10.0

0.0

0.0

0.0

0.0

3.3

0.0

1.1

0.0

10.4

0.0

37.8

20262040

SHASTA VIEW DR
(FUTURE)

COLLEGE VIEW DR

NORTHERN CITY
LIMIT

Shared-Use
Path

3.14

8.0

2.8

5.0

10.0

0.0

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0.0

6.1

5.6

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37.4

20262040

RANCHO RD

CHURN CREEK RD

AIRPORT RD

Buffered Bike
Lane

1.73

9.0

0.0

5.0

15.0

0.0

0.0

0.0

0.0

0.6

5.3

1.4

0.0

1.1

0.0

37.3

20262040

OFF-STREET (SULPHUR CREEK)

KESWICK DAM RD

MARKET ST

Shared-Use
Path

2.84

2.0

1.9

5.0

0.0

0.0

0.0

0.0

0.0

3.8

4.1

0.0

0.3

20.0

0.0

37.2

20262040

OFF-STREET (BOULDER CREEK/CHURN
CREEK)

CHURN CREEK RD

OLD ALTURAS RD

Shared-Use
Path

1.62

2.0

2.4

0.0

0.0

0.0

0.0

0.0

0.0

5.5

7.9

7.6

1.5

0.0

10.0

36.9

20262040

VICTOR AVE

CHURN CREEK RD

EL VISTA ST/PVT
ROAD

Buffered Bike
Lane

0.70

9.0

0.0

5.0

10.0

0.0

0.0

0.0

0.0

5.4

0.9

4.2

1.9

0.0

0.0

36.4

20262040

AIRPORT RD

HOLE IN ONE DR

SHASTA VIEW DR

Bike Lane

2.32

9.0

1.4

5.0

0.0

0.0

0.0

0.0

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0.0

0.0

0.0

1.7

8.9

10.0

35.9

20262040

AIRPORT RD (FUTURE
RANCHO RD
FRONTAGE RD)

SHASTA VIEW DR

Buffered Bike
Lane

0.81

10.0

0.0

5.0

10.0

0.0

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2.3

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8.6

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35.9

20262040

BUENAVENTURA
BLVD

PLACER ST

EUREKA WAY

Shared-Use
Path

0.82

10.0

0.0

5.0

0.0

0.0

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0.0

6.7

2.0

6.7

5.0

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35.3

20262040

OFF-STREET

HILLTOP DR

PEPPERTREE
PARK

Shared-Use
Path

0.59

1.0

0.0

5.0

10.0

0.0

0.0

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8.8

3.9

1.3

2.9

2.5

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35.2

20262040

BELTLINE RD

OASIS RD

CATERPILLAR RD

Bike Lane

0.56

10.0

0.0

5.0

10.0

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2.5

3.5

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35.0

20262040

VENTURE PKWY/
RANCHO RD

RANCHO RD/
AIRPORT RD

AIRPORT RD/FIG
TREE LN

Bike Lane

4.30

8.0

0.0

5.0

10.0

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2.0

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1.7

6.7

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33.3

20262040

MISSION DE ORO DR;
MILL VALLEY PKWY

MILL VALLEY PKWY
(NORTHERN END)

MISSION DE ORO
DR/TANGLEWOOD
DR

Bike Boulevard

0.71

2.0

2.3

5.0

0.0

0.0

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7.3

5.4

0.0

0.9

0.0

10.0

32.9

20262040

RANCHO RD

CHURN CREEK RD

AIRPORT RD

Shared-Use
Path

1.74

9.0

0.0

5.0

10.0

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32.9

20262040

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32.6

20262040

DisadBus Strategic
Com- Total
Parks School Stop
Growth Popuvantaged munity
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Area
Community

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OFF-STREET
(VIEW
MISSION DEL ORO
BROWNING
ST/
Shared-Use
BOARD
OF SUPERVISORS
REGULAR
MEETING
0.42TRAIL)
DR
VIEW AVE
Path

March
9.0 6, 2018
2.1

Cost

Time
Band

QUARTZ HILL RD

WESTERN CITY
LIMIT

TERRA NOVA DR

Buffered Bike
Lane

0.89

8.0

0.0

0.0

10.0

0.0

0.0

0.0

0.0

0.0

0.4

0.0

1.4

12.0

0.0

31.8

20262040

E BONNYVIEW RD
(FUTURE)

CREEKSIDE ST/
SACRAMENTO DR

S BONNYVIEW RD

Buffered Bike
Lane

0.68

4.0

0.0

5.0

10.0

0.0

0.0

0.0

0.0

0.0

8.2

0.0

2.5

2.0

0.0

31.7

20262040

PALISADES AVE

(SOUTHERN END)

HILLTOP DR

Shared-Use
Path

0.42

9.0

3.3

0.0

0.0

0.0

0.0

0.0

0.0

6.7

6.7

0.0

5.0

0.0

0.0

30.7

20262040

CANYON RD

STATE HWY 273

SOUTHWESTERN
CITY LIMIT

Bike Lane

2.79

10.0

0.0

0.0

15.0

0.0

0.0

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0.0

0.4

4.9

0.0

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0.0

0.0

30.3

20262040

OFF-STREET (CHURN
CREEK)

OLD ALTURAS RD

E CYPRESS AVE

Shared-Use
Path

1.70

3.0

1.0

5.0

0.0

0.0

0.0

0.0

0.0

1.0

3.6

9.2

1.4

5.6

0.0

29.7

20262040

OFF-STREET (CLOVER CREEK)

CLOVER CREEK
PRESERVE

HARTNELL AVE

Shared-Use
Path

0.54

2.0

0.0

0.0

0.0

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0.0

8.3

6.7

8.9

1.4

2.2

0.0

29.5

20262040

CASCADE BLVD

NORTHERN CITY
LIMIT

OASIS RD

Bike Lane

0.66

10.0

0.0

0.0

10.0

5.0

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4.2

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29.2

20262040

BUENAVENTURA
BLVD

STATE HWY 273

TETON DR

Shared-Use
Path

1.25

10.0

0.0

0.0

10.0

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0.0

2.8

0.0

1.6

1.1

0.0

2.9

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28.4

20262040

EUREKA WAY

LOWER SPRINGS RD

BUENAVENTURA
BLVD

Bike Lane

1.07

10.0

0.3

5.0

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0.3

4.0

4.2

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27.8

20262040

SHASTA VIEW DR
(FUTURE)

AIRPORT RD

RANCHO RD

Buffered Bike
Lane

1.40

6.0

0.0

5.0

10.0

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1.1

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2.7

2.7

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27.5

20262040

STAR DR; SACRAMENTO DR;
CREEKSIDE ST

CREEKSIDE ST/
ISLAND DR

STAR DR/EASTSIDE RD

Bike Boulevard

1.74

2.0

0.3

5.0

10.0

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4.2

3.5

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26.6

20262040

OFF-STREET (CHURN
CREEK)

CROOKED OAK LN

HAWLEY LN

Shared-Use
Path

2.55

3.0

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25.7

20262040

SHASTA VIEW DR

RANCHO RD

CASTLEWOOD DR

Shared-Use
Path

1.03

5.0

1.3

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24.3

20262040

OLD OREGON TRL

NORTHEAST CITY
LIMIT

OASIS RD/OLD
OREGON

Buffered Bike
Lane

2.31

8.0

0.0

5.0

10.0

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0.0

0.0

0.0

0.0

0.0

1.3

0.0

0.0

24.3

20262040

AKRICH ST

OASIS RD/OLD
OREGON TRL

NORTHERN CITY
LIMIT

Bike Lane

1.06

5.0

0.0

5.0

10.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

3.3

0.0

0.0

23.3

20262040

OFF-STREET
(WRIGHT DR)

BELTLINE RD
(SOUTHERN END)

WRIGHT DR/BIG
EAGLE LN

Shared-Use
Path

0.10

5.0

3.8

5.0

0.0

0.0

0.0

0.0

0.0

0.0

2.0

2.5

0.0

5.0

0.0

23.3

20262040

GIRVAN RD

CREEKSIDE ST/
ISLAND DR

STATE HWY/
EASTSIDE RD

Bike Lane

0.77

10.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

6.4

2.7

0.0

2.3

0.0

0.0

21.4

20262040

CANYON DR

STATE HWY 273

SOUTHWESTERN
CITY LIMIT

Bike Lane

0.75

9.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

0.3

0.0

0.0

8.8

0.0

18.1

20262040

SHASTA VIEW DR
(FUTURE)

COLLEGE VIEW DR

NORTHERN CITY
LIMIT

Buffered Bike
Lane

2.25

4.0

0.0

0.0

10.0

0.0

0.0

0.0

0.0

0.0

2.8

0.0

0.0

0.0

0.0

16.8

20262040

VICTOR AVE

CHURN CREEK RD

EL VISTA ST/PVT
ROAD

Shared-Use
Path

0.70

6.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

7.5

1.0

0.0

1.7

0.0

0.0

16.2

20262040

OFF-STREET

RIVERSIDE DR

BONNYVIEW BOAT Shared-Use
RAMP
Path

0.56

0.0

1.7

0.0

0.0

0.0

0.0

0.0

0.0

0.0

0.7

0.0

0.0

0.0

10.0

12.3

20262040

SHASTA VIEW DR
(FUTURE)

AIRPORT RD

RANCHO RD

Shared-Use
Path

1.45

6.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

1.0

0.0

2.2

2.4

0.0

11.6

20262040

BELT LINE RD

NORTHERN CITY
LIMIT (GOPHER LN)

OASIS RD

Bike Route

0.70

2.0

0.0

0.0

0.0

0.0

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3.3

2.4

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11.5

20262040

BELTLINE RD

CATERPILLAR RD

BELTLINE RD
(SOUTHERN END)

Bike Boulevard

0.36

4.0

0.0

5.0

0.0

0.0

0.0

0.0

0.0

0.0

1.6

0.0

0.0

0.0

0.0

10.6

20262040

OFF-STREET

CANYON CREEK RD

WEST OF CANYON
CREEK RD

Shared-Use
Path

0.30

5.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

5.0

0.0

0.0

0.0

0.0

0.0

10.0

20262040

CHURN CREEK TRAIL
- CONNECTION

OASIS RD

PINE GROVE AVE

Shared-Use
Path

0.66

4.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

0.0

3.0

0.0

0.0

7.0

20262040

Redding Bicycle Subtotal

Page 409 of 520


Redding Spot Treatment Subtotal

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Shasta County

Bicycle

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**Shasta County Spot Treatment Subtotal**: $3,514,458

**Shasta County Subtotal**: $97,932,947

**GoShasta Projects Subtotal (Table E.2)**: $11,398,187

**Long Term Projects Subtotal (Table E.3)**: $136,003,840

**Comprehensive Active Transportation Projects Total**: $147,402,027
REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 6, 2018
CATEGORY: Scheduled Hearings - Health and Human Services-6.

SUBJECT:

Conduct a Public Hearing regarding the Community Development Block Grant (CDBG) Program Income Reuse Plan and consider adoption of a Resolution to approve of the CDBG Program Income Reuse Agreement and guidelines.

DEPARTMENT: Housing and Community Action Programs

Supervisorial District No. : All

DEPARTMENT CONTACT: Laura Burch, Director, 225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director

<table>
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<tr>
<th>Vote Required?</th>
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<tr>
<td>Simple Majority Vote</td>
<td>No Additional General Fund Impact</td>
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RECOMMENDATION

Take the following actions regarding the Community Development Block Grant (CDBG) Program Income Reuse Plan: (1) Conduct a public hearing; (2) close the public hearing; (3) approve and adopt the Housing Rehabilitation Assistance Program Guidelines; and (4) adopt a resolution which approves and authorizes the Director of Housing and Community Action Programs to sign the CDBG Program Income Reuse Agreement for a period five years effective from the date of signing and modifications to the Housing Rehabilitation Assistance Program Guidelines so long as the agreement has been reviewed and approved by County Counsel and otherwise complies with Administrative Policy 6-101, Shasta County Contracts Manual.

SUMMARY

The purpose of this public hearing is to accept comments from local citizens regarding the CDBG Program Income Reuse Plan (CDBG PI Plan), to allow opportunity to obtain resident’s views, and to respond to proposals and questions. This is the second of two public hearings held for consideration and evaluation of the CDBG PI Plan. After the hearing, the Board may consider adoption of a Resolution to approve the CDBG Program Income Reuse Agreement and related guidelines.

DISCUSSION

The California Department of Housing and Community Development (HCD) and state and federal regulations from the Department of Housing and Urban Development (HUD) require periodic updates to the County’s CDBG PI Plan. The CDBG PI Reuse Plan is defined by the Program Income Reuse Agreement and governs how these CDBG PI funds are to be expended. Under the CDBG Program, there are specific rules and requirements that apply to the management and use of Program Income received by local jurisdictions. In the past, CDBG funds were used by Shasta County Department of Housing and Community Action Programs to rehabilitate housing and community facilities via low interest loans. When loans are repaid, the funds become CDBG Program Income (PI).

The Program Income Reuse Agreement establishes policies and procedures for the administration and utilization of Program Income received as a direct result of eligible activities funded under the CDBG. The Program Reuse Plan allows the County
to:

1. Expend Program Income and Revolving Loan Fund monies first on active contract activities;
2. Expend Program Income General Administration for GA Activities (up to allowable limits);
3. Expend through an approved Program Income Revolving Loan Fund;
4. Expend Program Income on an approved waiver activity when no active contract is in force;
5. Return Program Income to the HCD.

If adopted, the CDBG PI Plan will be in place for five years.

This hearing is the second of two required public hearings, which HUD requires in order to give citizens an opportunity to make their comments known, and to consider and take action on adoption of the updated CDBG PI Plan and also to discuss pertinent topics, such as community development and housing needs (including affirmatively furthering fair housing), development of proposed activities, and a review of program performance. The first hearing was conducted at the January 30, 2018 Board meeting.

**ALTERNATIVES**

The Board of Supervisors could decline to consider adopting a resolution approving the CDBG Plan, or reschedule for a future date.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the resolution. The County Administrative Office has reviewed the recommendation.

**FINANCING**

There is no additional General Fund impact associated with approval of the recommendation.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
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<tr>
<td>Resolution</td>
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<td>Guidelines</td>
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<tr>
<td>PI Reuse Agreement</td>
<td>2/27/2018</td>
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RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM INCOME REUSE AGREEMENT

WHEREAS, the notice for a public hearing was published in accordance with State of California Community Development Block Grant Program (“CDBG”) regulations and said public hearing was held before the Board of Supervisors of the County of Shasta on January 30, 2018 and March 6, 2018, to receive public comment on the CDBG Program; and

WHEREAS, based on comments provided, the Board of Supervisors of the County of Shasta has determined a need for a CDBG Program Income Reuse Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Shasta that the Federal citizen participation requirements were met regarding the use of CDBG program income.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta hereby approves the CDBG Program Income Reuse Agreement.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta authorizes the Director of the Department of Housing and Community Action Programs (“Director”) to sign the CDBG Program Income Reuse Agreement with the California Department of Housing and Community Development for a period of five years effective from the date of signing so long as the agreement has been reviewed and approved by County Counsel and otherwise complies with Shasta County Administrative Policy 6-101, Shasta County Contracts Manual.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta approves the Housing Rehabilitation Assistance Program Guidelines and authorizes the Director to approve modifications to those guidelines as may be required by the California Department of Housing and Community Development for participation in the CDBG program.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta authorizes the Director, or his or her designee, to sign all reports, environmental certifications as the certifying officer, program guidelines, and any other documents required by the California Department of Housing and Community Development for administration of CDBG program income.
DULY PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Shasta held on this 6th day of March, 2018, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 
RECUSE: 

____________________________________
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: ______________________
Deputy
COUNTY OF SHASTA

HOUSING REHABILITATION ASSISTANCE PROGRAM
(Community Development Block Grant)

PROGRAM GUIDELINES
Adopted
Amended
COUNTY OF SHASTA

OWNER- Occupied Housing Rehabilitation Program Guidelines

TABLE OF CONTENTS

1.0. GENERAL
   1.1. PROGRAM OUTREACH AND MARKETING
   1.2. APPLICATION PROCESS AND SELECTION
   1.3. LOAN PROCESS
   1.4. CONFLICT OF INTEREST REQUIREMENTS

2.0. APPLICANT QUALIFICATIONS
   2.1. INCOME LIMITS
   2.2. INCOME QUALIFICATION CRITERIA
   2.3. HOMEOWNER ELIGIBILITY & RESIDENCY REQUIREMENTS

3.0. PROPERTY ELIGIBILITY
   3.1. CONDITIONS
   3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE
   3.3. NOTIFICATIONS AND DISCLOSURES

4.0. THE PROGRAM LOAN
   4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE
   4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS
   4.3. RATES AND TERMS
   4.4. GRANTS
   4.5. APPRAISAL
   4.6. INSURANCE
   4.7. LOAN SECURITY

5.0. PROGRAM LOAN SERVICING AND MAINTENANCE
   5.1. PAYMENTS ARE VOLUNTARY FOR DEFERRED-PAYMENT LOANS
   5.2. RECEIVING LOAN REPAYMENTS
   5.3. LOAN SERVICING POLICIES AND PROCEDURES
   5.4. LOAN MONITORING PROCEDURES
   5.5. DEFAULT AND FORECLOSURE
   5.6. SUBORDINATIONS

6.0. CONSTRUCTION
   6.1. STANDARDS
   6.2. ELIGIBLE CONSTRUCTION COSTS
   6.3. ELIGIBLE PROJECT COSTS
   6.4. REPAIR CALLBACKS
   6.5. SWEAT EQUITY

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES
   7.1. AMENDMENTS
   7.2. EXCEPTIONS

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES
   8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE
   8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR
COUNTY OF SHASTA
OWNER-INVESTOR HOUSING REHABILITATION
PROGRAM GUIDELINES

TABLE OF CONTENTS

9.0. GENERAL  
9.1. PROGRAM OUTREACH AND MARKETING  
9.2. APPLICATION PROCESS AND SELECTION  
9.3. LOAN PROCESS  
9.4. CONFLICT OF INTEREST REQUIREMENTS

10.0. APPLICANT QUALIFICATIONS  
10.1. INCOME LIMITS  
10.2. INCOME QUALIFICATION CRITERIA  
10.3. HOMEOWNER ELIGIBILITY & RESIDENCY REQUIREMENTS

11.0. PROPERTY ELIGIBILITY  
11.1. CONDITIONS  
11.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE  
11.3. NOTIFICATIONS AND DISCLOSURES

12.0. THE PROGRAM LOAN  
12.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE  
12.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS  
12.3. RATES AND TERMS  
12.4. GRANTS  
12.5. APPRAISAL  
12.6. INSURANCE  
12.7. LOAN SECURITY

13.0. PROGRAM LOAN SERVICING AND MAINTENANCE  
13.1. PAYMENTS ARE VOLUNTARY FOR DEFERRED-PAYMENT LOANS  
13.2. RECEIVING LOAN REPAYMENTS  
13.3. LOAN SERVICING POLICIES AND PROCEDURES  
13.4. LOAN MONITORING PROCEDURES  
13.5. DEFAULT AND FORECLOSURE  
13.6. SUBORDINATIONS

14.0. CONSTRUCTION  
14.1. STANDARDS  
14.2. ELIGIBLE CONSTRUCTION COSTS  
14.3. ELIGIBLE PROJECT COSTS  
14.4. REPAIR CALLBACKS  
14.5. SWEAT EQUITY

15.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES  
15.1. AMENDMENTS  
15.2. EXCEPTIONS

16.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES  
16.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE  
16.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR
COUNTY OF SHASTA
HOUSING REHABILITATION
PROGRAM GUIDELINES

ATTACHMENTS TABLE OF CONTENTS

ATTACHMENT A: 24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS
ATTACHMENT B: ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS
ATTACHMENT C: FAMILY INCOME LIMITS, STANDARDS TO ALLEVIATE OVERCROWDING
ATTACHMENT D: RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
ATTACHMENT E: LOAN SERVICING POLICIES AND PROCEDURES
ATTACHMENT F: FORECLOSURE POLICY
ATTACHMENT G: CERTIFICATIONS OF OCCUPANCY, OWNER-OCCUPIED AND OWNER-INVESTOR
ATTACHMENT H: LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM
OWNER-OCCUPIED

HOUSING REHABILITATION
PROGRAM GUIDELINES
COUNTY OF SHASTA

OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM GUIDELINES

1.0. GENERAL

The County of Shasta, hereinafter referred to as the “County”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance for the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by the county, hereinafter referred to as the “Program Operator”.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The County will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.
1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The County and/or Program Operator will utilize a waiting list. In response to a homeowner’s request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first-served basis). Certain exceptions are made for emergency grants. See section 4.4.

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner’s name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

C. Household Selection

Households selected for participation in The County’s Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a County representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.F & G) and cleared by a certified LBP inspector/assessor. Note: CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.
Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Program Operator is to keep a list of eligible contractors. Local County contractors will be encouraged to request placement on the list through an on-going outreach effort provided by the Program Operator. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers’ Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least $1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator’s cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors, if requested.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). The Loan Review Committee will review the loan request for approval. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.
G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with The County’s Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted. Homeowner’s “sweat equity” commitment will also be checked, if any. See section 6.1.E.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to The County’s authorized representative for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and County or County’s Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.
K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or The City/County. The City/County’s Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The County’s Loan Committee, must approve all loans and grants. While The County has established a standard not to exceed 95 percent of after-rehabilitation value, the Loan Review Committee may approve assistance with financing exceeding this limit as needed in cases where no other financial resources are available to cover the cost of the improvements and where clear and convincing documentation exists, justifying why the exception is needed. In all cases the maximum assistance for rehabilitation/reconstruction will not exceed $209,000 (2015 limits, may be updated annually) for CDBG-funded programs.

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When The County’s program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance.

No member of the governing body of The County and no other official, employee or agent of The County who exercises policy, decision-making functions, or responsibilities in connection with the planning and implementation of the program shall directly be eligible for this program, unless the application for rehabilitation assistance has been reviewed and approved according to applicable California Department of Housing and Community Development (HCD) guidelines. This ineligibility shall continue for one year after an individual’s relationship with The County ends.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS
2.1. **INCOME LIMITS**

All homeowners must certify that they meet the household income eligibility requirements and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of Shasta County’s area median income (AMI), adjusted for household size, as published by HCD each year. See Attachment C.

The link to the official HCD-maintained income limits for CDBG Funded activities is: http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html

**Household:** means one or more persons who will occupy a housing unit. Unborn children don’t count in family size determination.

**Annual Income:** Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

### 2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. See Attachment A. Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. See Attachment B.

Owner-occupants’ housing and/or debt ratios are not considered, nor is a credit report required. However, a credit report may be obtained to verify information contained in the application. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

### 2.1.2 LIFE ESTATE

Applicants meeting all other eligibility criteria who hold a Life Estate on the property and reside on the property are eligible for a rehabilitation loan. Income eligibility will be determined by the income of the occupant/holder of the Life Estate. The holder of the Fee Simple Estate will be required to sign all loan documents.

The loan conditions will provide that the loan is due and payable upon sale or transfer of the property and upon termination of the Life Estate of the current occupant. In making loans to Life Estate Holders, The County will regularly monitor such loans to verify the status of the occupant.

### 2.1.3 LIVING TRUST

Applicants meeting all other eligibility criteria and who currently reside on a property with a title held by a living trust are eligible for a rehabilitation loan. Income eligibility is determined by the income of the applicant/occupant. Loan conditions are based on the
continued occupancy of that specific occupant in the residence.

The loan conditions will provide that the loan is due and payable upon sale or transfer of the property and upon termination of the Living Trust. In making loans to Living Trusts, The County will regularly monitor such loans to verify the status of the occupant.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at http://www.hcd.ca.gov/fa/cdbg/GuideFedPrograms.html, will be followed to independently determine and certify the household’s annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household’s projected ability to pay must be used, rather than past earnings, when calculating income.

The link to Annual Income Inclusions and Exclusions is: http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB_AnnualIncomeInclusionsExclusions.doc

See Attachment A: CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)

An asset’s cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial
holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The Link to Asset Inclusions and Exclusions is: 
http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC_AnnualIncomeAssetInclusionsExclusions.doc

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The County’s Housing Rehabilitation Program allows for owner-occupied and owner-investor/tenant occupied properties to participate in the Program. Owner-occupied units must be the owner’s principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

A. Continued residency is monitored annually for the term of the loan. Occupancy will be verified in accordance with the Loan Monitoring Procedures outlined in Section 5.4.

B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of The County, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable.

C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 10.3.1.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

A. No unit will be eligible if a household’s income exceeds the prescribed income limits listed in Attachment C.
B. Units to be rehabilitated must be located within the unincorporated areas of The County of Shasta.

C. Property must contain a legal residential structure intended for continued residential occupancy.

D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. Section 8 Housing Quality Standards may be required on rentals by County when CDBG funds are used.

3.1.1 MOBILE HOMES (CDBG only)

Only $50,000 of the total annual rehabilitation assistance portfolio is to be used for mobile homes or manufactured homes not on a permanent foundation. The $50,000 is determined on a first-come, first-served basis.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by The Program Operator, assistance may be provided for actual costs incurred from the applicant’s loan proceeds or as a grant (see Section 4.4. for allowable grants).

3.3. NOTIFICATION AND DISCLOSURES

Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (Attachment H).

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible owner may qualify for the full cost of the rehabilitation work needed to comply with Uniform Building Code standards. Minimum Assistance shall not be less than $5,000 and Maximum assistance with CDBG funds is $80,000. Total indebtedness against property will not exceed 95 percent of after rehabilitation value. Rehabilitation costs for CDBG funded jobs may be supplemented with personal financing or with other loan or grant programs, which are sources of leverage for the county. The Loan
Committee may approve assistance that exceeds this amount on a case-by-case basis. See Attachment C.

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

A. Total indebtedness against property shall not exceed 95 percent of after-rehabilitation value as determined by “Estimates of value” or an appraisal. The Loan Review Committee may approve assistance that exceeds the 95 percent after-rehabilitation value as needed on a case-by-case basis. See Section 1.3. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5.

B. Costs may be supplemented with personal financing and/or credit will be provided for volunteer labor (“sweat equity”) valued at $10 per hour as per Section 6.1.E., or with other loan or grant programs, which are sources of leverage for The County.

C. Any bid within 10% of the Program Operator’s estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

A. Amortized Loans – The County Shasta does not accept Amortized Loans. Volunteer payments are accepted.

B. Deferred Payment Loans (DPL) – For loans funded with CDBG, all owner-occupant are eligible for 0% interest Deferred Payment Loans (DPL), which will not exceed current equity. A DPL is a non-interest bearing loan secured by a deed of trust, paid back at the end of the term or triggering event (death, rental use, etc). Payments can be made voluntarily on a DPL.

C. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of The County, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines.

D. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.

E. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 10.3.1.

4.4. GRANTS

A. Total CDBG program funds distributed as grants shall not exceed $100,000 per year. Individual grants of up to $7,500 are available for any one of the following qualifying factors:
1. Senior Citizen - at least 62 years old; or

2. Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or

3. Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income; or

4. Emergency Repairs – Repair must be needed to alleviate an immediate health and safety hazard and must be in accordance with allowable construction costs outlined in Section 6.2.

5. Actual costs of lead-based paint evaluation and reduction activities.

B. Grants are provided for relocation assistance. See Relocation Assistance Plan, Attachment D. These grants are not subject to the $100,000 per year maximum amount. The limit for Owner-Occupant is $3,000.

4.5. APPRAISAL

A. The After-Rehab Value for rehabilitation projects is determined using the “Estimates of value” method. The Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimates of value” is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (See Attachment C). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.

B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the “Estimates of value” method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. There will be no out-of-pocket cost to the homeowner for the appraisal. Rather, the cost of the appraisal will be included in the loan. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations (See Attachment C), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. The cost of the appraisal will be paid by The County, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit
of the housing unit will not exceed the permitted amount per HCD Program regulations (See Attachment C).

4.6. **INSURANCE**

4.6.1. **FIRE INSURANCE**

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify The County of Shasta as Loss Payee for the amount of the Program loan(s). Proof of insurance with County as loss payee shall be provided to The County.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, The County at their option may make such payments for a period not to exceed 60 days. The County may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should The County make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay The County under this Program. The premium may be paid by the Program loan for one year.

4.6.2. **FLOOD INSURANCE**

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate The County of Shasta as Loss Payee and proof of insurance as loss payee shall be provided to the County and maintained in the borrowers file. The premium may be paid by the Program loan for one year.

4.7. **LOAN SECURITY**

A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note in favor of The County.

B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.

C. Entering a subordinate lien is acceptable. However, The County will not subordinate a first lien position once established.

5.0. **PROGRAM LOAN SERVICING AND MAINTENANCE**

5.1. **PAYMENTS ARE VOLUNTARY FOR DEFERRED-PAYMENT LOANS**

For deferred-payment loans (DPLs), borrowers may begin making voluntary payments at any time.
5.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

County of Shasta
1450 Court Street #108
Redding, CA 96001

B. The County will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in The County’s appropriate Program Income Account, as required by HCD programs. The County will accept loan payments from borrowers prepaying deferred loans and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to The County. The County may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment E for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to The County on an annual basis for the term of the loan (see Attachment G):

A. Statement of unit's continued use as a residence; County may request proof of occupancy in the form of a copy of a current utility bill;
B. Declaration that other title holders do not reside on the premises;
C. Verification that Property Taxes are current; and
D. Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by The City/County, and attached to these guidelines as Attachment F.

5.6. SUBORDINATIONS
When a Borrower wishes to refinance the property, they must request a subordination request to the County. The Lender will subordinate their loan only when there is no “cash out” as part of the refinance. No cash out means that there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate, and primary loan must be a fixed rate loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

### 6.0. CONSTRUCTION

#### 6.1. STANDARDS

A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. County may also require elimination of code deficiencies.

B. Contracting Process

1. Contracting will be done on a competitive basis.

2. The homeowner will be the responsible agent, but The City/County and/or its Program Operator will prepare the work write-up, prepare, advertise, and distribute the bid package to eligible contractors on file (see Section 1.2.E.), and assist the owner in negotiating the construction contract.

3. The County does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors’ License Board.

2. Contractors will be checked against HUD’s federally debarred list of contractors. No award will be granted to a contractor on this list.

3. Contractors must have public liability and property damage insurance, and worker’s compensation, unemployment and disability insurance, to the extent required by State law (see Section 1.2.E.).

4. Contractor must agree to comply with all federal and state regulations.

D. Warranties and Guarantees

1. The contractor must guarantee work for one year where materials or subcontracted work are covered by an extended warranty.
2. Copies of all warranties must be provided to the homeowner during project closeout.

3. Requests for warranty repairs must be made in writing, and submitted directly to contractor.

E. Sweat Equity Labor

1. Homeowners may agree to participate in the rehabilitation of their property by providing sweat equity labor as all or part of the project. The “Participant Labor Agreement Form” will indicate the tasks the owner will complete. The loan amount will include all items in the accepted bid, or in-house cost estimate, including sweat equity, so that should the homeowner be unable to complete their portion of the job, labor funds will be available to complete the job. Upon completion of the total job, the labor saved through sweat equity will be a credit against the agreed upon project cost, which included labor prior to the commitment of sweat equity, thereby providing a credit to the original job cost estimate such that the loan balance will equal the actual net project cost for outside labor and materials.

2. In cases where the homeowner agrees to do parts of the job, an agreement will be signed by the homeowner, specifying tasks and completion times. If the work is not completed in a timely manner, the contractor working on the job may be asked to complete the work.

3. If the project has lead paint hazards, the homeowner must provide documentation of lead paint training for each person to be working on the house prior to signing the sweat equity agreement or starting work. Lead hazard worker certifications will not be necessary if the project does not have lead paint (built after 1978 or tested negative for lead paint), or the project is cleared of lead hazards by a certified lead inspector, and the work performed by the homeowner will not create additional lead hazards.

4. The value or leverage generated from sweat equity will be determined on the basis of ten dollars ($10) per hour. The cost difference or savings generated will be documented in the construction portion of the file.

5. The County reserves the right to determine whether the work is appropriate for sweat equity labor, or if the owner is capable of such labor.

F. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.

G. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including $5,000, the following is required:
   (a) Paint testing or presume LBP;
   (b) Clearance of disturbed work areas; and
   (c) Notifications listed in Section 3.3.
2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than $5,000 up to and including $25,000, the following is required:
   (a) Paint testing or presume LBP;
   (b) Risk assessment; and
   (c) Clearance of unit.

   If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of “Abatement of Lead Hazards Notification” at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than $25,000, the following is required:
   (a) Items (a), (b), and (c) of 2. above;
   (b) Abatement of all LBP hazards identified or produced;
   (c) Use of interim controls on exterior surfaces not disrupted by rehab; and
   all notices listed above in Sections 3.3. and 6.1.F.

4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Reconstruction is defined as the demolition and construction of a structure. The County and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s CDBG Test for Reconstruction.

Additionally, The County must determine that the project’s value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for Shasta County.

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within
the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace stick built with stick built, and mobile homes with mobile homes, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding. (See Attachment C)

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation/reconstruction costs include:

A. Cost of building permits and other related government fees.

B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.

C. Rehabilitation or Replacement of a manufactured home or a mobile home not on a permanent foundation. Rehabilitation of a manufactured home or mobile home may include the replacement of the unit with a used manufactured home or mobile home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home or mobile home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.

D. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to The City/County for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).

E. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.
2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home, and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD’s or County’s overcrowding guidelines listed in Attachment C. The Program will not fund additions to a home for a den or family room, or for any luxury items.

5. General Property Improvements

Eligible costs include, but are not limited to, installation of a stove, refrigerator, and/or dishwasher; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be limited to 15 percent of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as refrigerators, stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

6.3. ELIGIBLE PROJECT COSTS

Project costs for all expenses related to the paperwork for processing and insuring a loan application include:
• Appraisal
• Legal Lot Determination
• Property Report/Title Insurance
• Building Plan
• Termite Report
• Lead Paint Testing
• Land Survey
• Grading Plan
• Recording Fees
• Fire/Course of Construction Insurance
• Flood Insurance
• Disposal Bin
• Storage

Costs are based on charges currently incurred by The County, or its Program Operator, for these products and/or services. Any cost increases charged to The County/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. In the event that an application is denied, The County shall absorb these costs in its CDBG administrative budget. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

6.5. SWEAT EQUITY

The Program Operator will determine if Sweat Equity will be allowed on a case by case basis in accordance with Section 6.1.E.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The County may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by The County’s Loan Committee and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES
A. The County or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including The County’s/Program Operator’s recommended course of action and any written or verbal information supplied by the applicant.

B. The County shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to The County’s loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning The County Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with The City/County at the following address:

County of Shasta Housing & Community Action Program  
Attn: Director  
1450 Court Street #108  
Redding, CA 96001  
(530) 225-5160

The County will then schedule a meeting with The Loan Committee. Their written response will be made within thirty (30) working days.

Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.
OWNER-INVESTOR

HOUSING REHABILITATION
PROGRAM GUIDELINES
9.0. GENERAL

The County of Shasta, hereinafter referred to as the “County”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area, as described in Section 11.0. The Program provides this assistance for the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by the County, hereinafter referred to as the “Program Operator”.

9.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The County will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.
9.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The County and/or Program Operator will utilize a waiting list. In response to a homeowner’s request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first-served basis). Certain exceptions are made for emergency grants. See section 12.4.

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner’s name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

C. Household Selection

Households selected for participation in the County’s Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a County representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 14.1.F & G) and cleared by a certified LBP inspector/assessor. Note: CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.
Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Program Operator is to keep a list of eligible contractors. County contractors will be encouraged to request placement on the list through an ongoing outreach effort provided by the Program Operator. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers’ Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least $1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator’s cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors, if requested.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 14.3.). The Loan Review Committee will review the loan request for approval. Section 9.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.
G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with The County’s Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted. Homeowner’s “sweat equity” commitment will also be checked, if any.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to The County’s Loan Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and County’s Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.
K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or The County. The County’s Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

9.3. LOAN PROCESS

The County’s Loan Committee must approve all loans and grants. While The County has established a standard not to exceed 95 percent of after-rehabilitation value, the Loan Review Committee may approve assistance with financing exceeding this limit as needed in cases where no other financial resources are available to cover the cost of the improvements and where clear and convincing documentation exists, justifying why the exception is needed. In all cases the maximum assistance for rehabilitation/reconstruction will not exceed $209,000 (2015 limits, may be adjusted annually) for CDBG-funded programs.

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

9.4. CONFLICT OF INTEREST REQUIREMENTS

When The County’s program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance.

No member of the governing body of The County and no other official, employee or agent of The County who exercises policy, decision-making functions, or responsibilities in connection with the planning and implementation of the program shall directly be eligible for this program, unless the application for rehabilitation assistance has been reviewed and approved according to applicable California Department of Housing and Community Development (HCD) guidelines. This ineligibility shall continue for one year after an individual’s relationship with The City/County ends.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

10.0. APPLICANT QUALIFICATIONS
10.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of Shasta County area median income (AMI), adjusted for household size, as published by HCD each year. See Attachment C.

The link to the official HCD-maintained income limits for CDBG Funded activities is: http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html

**Household:** means one or more persons who will occupy a housing unit. Unborn children don’t count in family size determination.

**Annual Income:** Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

10.1.1. OWNER-INVESTOR REQUIREMENTS

Owner-Investor - There are no restrictions on the income of the owner-investor unless the owner-investor is a member of the Low Mod Income (LMI) Group and is interested in qualifying for a Deferred Payment Loan (see Section 12.3.1.B.).

Owner-investor housing and debt ratios are considered, and a credit report is required, since the funding provided may create an additional monthly financial obligation. If an owner-investor has a mortgage on the property to be rehabilitated it is verified that all payments are current and that no late payments have been received in the past twelve months.

**TENANT REQUIREMENTS**

Tenant - If a rental is currently occupied, the tenant's household income must be equal to, or less than, the applicable HCD income guidelines. Both existing and prospective tenants will be asked to cooperate by providing income documentation and income will be projected for 12 months based on current income. See Attachments A, B, and C.

10.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at http://www.hcd.ca.gov/fa/cdbg/GuideFedPrograms.html, will be followed to independently determine and certify the household’s annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.
A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household’s projected ability to pay must be used, rather than past earnings, when calculating income.

The link to Annual Income Inclusions and Exclusions is:
http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB_AnnualIncomeInclusionsExclusions.doc

See Attachment A: CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)

An asset’s cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The Link to Asset Inclusions and Exclusions is:
http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC_AnnualIncomeAssetInclusionsExclusions.doc

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

10.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The County’s Housing Rehabilitation Program allows for owner-occupied and owner-investor/tenant occupied properties to participate in the Program. Owner-investor/tenant occupied properties must meet all requirements listed under section 10.3.1. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.
10.3.1 OWNER-INVESTOR REQUIREMENTS

A. If the owner-investor sells or transfers title of the rehabilitated property for any reason, the loan is due and payable.

B. An owner-investor may convert a rental property to his or her personal residence if all conditions below exist:
   a. He or she can prove that the previous tenant was not evicted without cause.
   b. He or she is income eligible.
   c. He or she requests approval from The County.

C. If an owner-investor converts the rental property to his or her personal residence, but is not income eligible, the loan is due and payable.

D. If the owner wants to convert the rehabilitated property to any commercial or non-residential use, the loan is due and payable.

E. Over-income rental households occupying units in a project which will receive financial assistance for other eligible units will be allowed to stay in their respective units. To prevent owners from evicting ineligible tenants before applying for the Program, the owner must certify that no tenant has been forced to move without cause during the previous six months.

11.0. PROPERTY ELIGIBILITY

11.1. CONDITIONS

A. No unit will be eligible if a household’s income exceeds the prescribed income limits listed in Attachment C.

B. Units to be rehabilitated must be located within the unincorporated areas of the County of Shasta.

C. Property must contain a legal residential structure intended for continued residential occupancy.

D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. Section 8 Housing Quality Standards may be required on rentals by County when CDBG funds are used.

11.1.1. MOBILE HOMES (CDBG only)
Only $50,000 of the total annual rehabilitation assistance portfolio is to be used for mobile homes or manufactured homes not on a permanent foundation. The $50,000 is determined on a first-come, first-served basis.

11.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in The County’s "Residential Anti-displacement and Relocation Assistance Plan" (Attachment D).

11.3. NOTIFICATION AND DISCLOSURES

A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (Attachment H).

B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (Attachment D).

12.0. THE PROGRAM LOAN

12.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Minimum Assistance shall not be less than $5,000 and Maximum assistance with CDBG funds is $80,000. The Loan Review Committee may approve assistance that exceeds this amount on a case-by-case basis. See Attachment C.

12.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

A. Total indebtedness against property shall not exceed 95 percent of after-rehabilitation value as determined by “Estimates of value” or an appraisal. The Loan Review Committee may approve assistance that exceeds the 95 percent after-rehabilitation value as needed on a case-by-case basis. See Section 9.3. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 12.5.

B. Costs may be supplemented with personal financing and/or credit will be provided for volunteer labor (“sweat equity”) valued at $10 per hour as per
Section 6.1.E., or with other loan or grant programs, which are sources of leverage for The City/County.

C. Any bid within 10% of the Program Operator’s estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

12.3. RATES AND TERMS

12.3.1. OWNER-INVESTORS

A. Amortized Loan - Below Market Interest Rate (BMIR) loan at 1.5% simple interest, secured by a deed of trust and with a maximum term of 15 years with standard investor restrictions (i.e., Maintenance Agreement for minimum five years and recorded Rent Limitation Agreement for life of the loan), as outlined below.

B. Deferred Payment Loan (DPL) for a TIG owner-investor who agrees to comply with standard investor restrictions (i.e., Maintenance Agreement for minimum five years and recorded Rent Limitation Agreement for life of the loan), as outlined below. DPL terms are the same as those described in 4.3.1.B. above.

C. Rent Limitation Agreement (RLA) - An owner-investor who elects to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded. This agreement will specify:

1. In no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule while the RLA is in effect.

2. Base Rent -- Vacant Unit
   If the house is vacant, rent charges shall not exceed 30 percent of 80 percent of Shasta County median income for the appropriate household size in that unit. Owner-investor shall affirmatively seek TIG households. Where such efforts do not result in eligible TIG tenants, the owner-investor shall contact The program operator for guidance.

3. Base Rent -- Occupied Unit
   If the house is occupied, rent charges shall not exceed 30 percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed 30 percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over 30 percent of the tenants' income.

4. Terms --BMIR finance will require rent limitation for a minimum of 5 years. DPL financing will require rent limitations for the full term of the loan.

5. Verification -- Each year during the term of the Agreement, the borrower shall provide The County with a written list of current occupants’ names and monthly rents by January 15th. The County may verify this information with the occupant.
6. **Compliance** -- Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be initiated.

D. Maintenance Agreement - As specified in the Rehabilitation Loan Agreement, an owner-investor who participates in the Program must maintain the property at post-rehabilitation conditions for the term of the loan(s). Should the property not be maintained accordingly, the loan will become due and payable, and if necessary, foreclosure proceedings will be initiated.

### 12.4. Grants

A. Total CDBG program funds distributed as grants shall not exceed $100,000 per year. Individual grants of up to $7,500 are available for any one of the following qualifying factors:

1. Senior Citizen - at least 62 years old; or

2. Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or

3. Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income; or

4. Emergency Repairs – Repair must be needed to alleviate an immediate health and safety hazard and must be in accordance with allowable construction costs outlined in Section 14.2.

5. Actual costs of lead-based paint evaluation and reduction activities.

B. Grants are provided for relocation assistance. See Relocation Assistance Plan, **Attachment D**. These grants are not subject to the $100,000 per year maximum amount. For a Residential Tenant, assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974.

### 12.5. Appraisal

A. The After-Rehab Value for rehabilitation projects is determined using the “Estimates of value” method. The County or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimates of value” is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (See **Attachment C**). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 12.5.B. below.
B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the “Estimates of value” method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. There will be no out-of-pocket cost to the homeowner for the appraisal. Rather, the cost of the appraisal will be included in the loan. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations (See Attachment C), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 12.2.A above.

C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. The cost of the appraisal will be paid by The County, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (See Attachment C).

12.6. INSURANCE

12.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify The County as Loss Payee for the amount of the Program loan(s). Proof of insurance with County as loss payee shall be provided to The County.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, The County at their option may make such payments for a period not to exceed 60 days. The County may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should The County make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay The County under this Program. The premium may be paid by the Program loan for one year.

12.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate The County as Loss Payee and proof of insurance as loss payee shall be provided to The County and maintained in the borrowers file. The premium may be paid by the Program loan for one year.

12.7. LOAN SECURITY
A. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.

B. Entering a subordinate lien is acceptable. However, The County will not subordinate a first lien position once established.

13.0. PROGRAM LOAN SERVICING AND MAINTENANCE

13.1. PAYMENTS ARE VOLUNTARY FOR DEFERRED-PAYMENT LOANS

For deferred-payment loans (DPLs), borrowers may begin making voluntary payments at any time.

13.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

County of Shasta
1450 Court Street #108
Redding, CA 96001

B. The County will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in The County’s appropriate Program Income Account, as required by HCD programs. The County will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant occupied units. All loan payments are payable to The County. The County may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

13.3. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment E for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

13.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to The County on an annual basis for the term of the loan (see Attachment G):

E. Statement of tenants residing at the property along with the monthly rent being charged;
F. Declaration that other title holders do not reside on the premises;

G. Verification that Property Taxes are current; and

H. Verification of current required insurance policies.

13.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by The County, and attached to these guidelines as Attachment F.

13.6. SUBORDINATIONS

The County will not consider any requests for subordination. When a Borrower wishes to refinance the property, they must pay The County’s loan in full.

14.0. CONSTRUCTION

14.1. STANDARDS

A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. County may also require elimination of code deficiencies. Section 8 Housing Quality Standards may be required on rentals by County when CDBG funds are used.

B. Contracting Process

1. Contracting will be done on a competitive basis.

2. The homeowner will be the responsible agent, but The County and/or its Program Operator will prepare the work write-up, prepare, advertise, and distribute the bid package to eligible contractors on file (see Section 9.2.E.), and assist the owner in negotiating the construction contract.

3. The County does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors’ License Board.

2. Contractors will be checked against HUD’s federally debarred list of contractors. No award will be granted to a contractor on this list.

3. Contractors must have public liability and property damage insurance, and worker’s compensation, unemployment and disability insurance, to the extent required by State law (see Section 9.2.E.).
4. Contractor must agree to comply with all federal and state regulations.

D. Warranties and Guarantees

1. The contractor must guarantee work for one year where materials or subcontracted work are covered by an extended warranty.

2. Copies of all warranties must be provided to the homeowner during project closeout.

3. Requests for warranty repairs must be made in writing, and submitted directly to contractor.

E. Sweat Equity Labor

1. Homeowners may agree to participate in the rehabilitation of their property by providing sweat equity labor as all or part of the project. The “Participant Labor Agreement Form” will indicate the tasks the owner will complete. The loan amount will include all items in the accepted bid, or in-house cost estimate, including sweat equity, so that should the homeowner be unable to complete their portion of the job, labor funds will be available to complete the job. Upon completion of the total job, the labor saved through sweat equity will be a credit against the agreed upon project cost, which included labor prior to the commitment of sweat equity, thereby providing a credit to the original job cost estimate such that the loan balance will equal the actual net project cost for outside labor and materials.

2. In cases where the homeowner agrees to do parts of the job, an agreement will be signed by the homeowner, specifying tasks and completion times. If the work is not completed in a timely manner, the contractor working on the job may be asked to complete the work.

3. If the project has lead paint hazards, the homeowner must provide documentation of lead paint training for each person to be working on the house prior to signing the sweat equity agreement or starting work. Lead hazard worker certifications will not be necessary if the project does not have lead paint (built after 1978 or tested negative for lead paint), or the project is cleared of lead hazards by a certified lead inspector, and the work performed by the homeowner will not create additional lead hazards.

4. The value or leverage generated from sweat equity will be determined on the basis of ten dollars ($10) per hour. The cost difference or savings generated will be documented in the construction portion of the file.

5. The County reserves the right to determine whether the work is appropriate for sweat equity labor, or if the owner is capable of such labor.

F. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 11.3.A.
G. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including $5,000, the following is required:
   (d) Paint testing or presume LBP;
   (e) Clearance of disturbed work areas; and
   (f) Notifications listed in Section 11.3.A.

2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than $5,000 up to and including $25,000, the following is required:
   (a) Paint testing or presume LBP;
   (b) Risk assessment; and
   (c) Clearance of unit.

   If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of “Abatement of Lead Hazards Notification” at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than $25,000, the following is required:
   (d) Items (a), (b), and (c) of 2. above;
   (e) Abatement of all LBP hazards identified or produced;
   (f) Use of interim controls on exterior surfaces not disrupted by rehab; and
   all notices listed above in Sections 11.3.A. and 14.1.F.

4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

14.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Reconstruction is defined as the demolition and construction of a structure. The County and/or Program Operator must document that the
reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s CDBG Test for Reconstruction.

Additionally, The County must determine that the project’s value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for The County.

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace stick built with stick built, and mobile homes with mobile homes, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding. (See Attachment C)

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation/reconstruction costs include:

A. Cost of building permits and other related government fees.

B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.

C. Rehabilitation or Replacement of a manufactured home or a mobile home not on a permanent foundation. Rehabilitation of a manufactured home or mobile home may include the replacement of the unit with a used manufactured home or mobile home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home or mobile home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.

D. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

   Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for
handicapped accessibility, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home, and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD’s or County’s overcrowding guidelines listed in Attachment C. The Program will not fund additions to a home for a den or family room, or for any luxury items.

5. General Property Improvements

Eligible costs include, but are not limited to, installation of a stove, refrigerator, and/or dishwasher; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be limited to 15 percent of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as refrigerators, stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

14.3. ELIGIBLE PROJECT COSTS
Project costs for all expenses related to the paperwork for processing and insuring a loan application include:

- Appraisal
- Legal Lot Determination
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Lead Paint Testing
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance
- Disposal Bin
- Storage

Costs are based on charges currently incurred by The County, or its Program Operator, for these products and/or services. Any cost increases charged to The County/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. In the event that an application is denied, The County shall absorb these costs in its CDBG administrative budget. All fees are subject to change and are driven by the market.

Investors who withdraw after incurring costs shall, with the approval of HCD, repay The County for all such costs plus the cost of escrow, title reports, credit reports, and program delivery costs within 60 days. Failure to repay within the time allowed will result in further action which may include executing a lien on the property for the amount owed, plus interest accrued, legal costs and additional recording fees.

14.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

14.5. SWEAT EQUITY

The County will determine if Sweat Equity will be allowed on a case by case basis in accordance with Section 14.1.E.

15.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

15.1. AMENDMENTS

The County may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by The
County’s Loan Committee and/or local governing body and submitted to HCD for approval.

15.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

15.2.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

A. The County or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including The County’s/Program Operator’s recommended course of action and any written or verbal information supplied by the applicant.

B. The County shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to The County’s loan committee and/or governing body for decision.

16.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

16.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning The County’s Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with The County at the following address:

County of Shasta Housing & Community Action Program  
Attn: Director  
1450 Court Street #108  
Redding, CA 96001  
(530) 225-5160

The County will then schedule a meeting with The County’s Loan Committee. Their written response will be made within thirty (30) working days.

Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

16.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:
Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorneys fees and costs of arbitration.
**ATTACHMENT A**

**24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS**

**Part 5 Inclusions**

This table presents the Part 5 income inclusions as stated in the HUD Technical Guide for Determining Income and Allowances (Third Edition; January 2005).

<table>
<thead>
<tr>
<th>General Category</th>
<th>(Last Modified: January 2005)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Income from wages, salaries, tips, etc.</td>
<td>The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.</td>
</tr>
<tr>
<td>2. Business Income</td>
<td>The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.</td>
</tr>
<tr>
<td>3. Interest &amp; Dividend Income</td>
<td>Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.</td>
</tr>
<tr>
<td>4. Retirement &amp; Insurance Income</td>
<td>The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).</td>
</tr>
<tr>
<td>5. Unemployment &amp; Disability Income</td>
<td>Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).</td>
</tr>
</tbody>
</table>
| 6. Welfare Assistance | Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:  
  • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and  
  • Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c).  
If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:  
  • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus  
  • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage. |
| 7. Alimony, Child Support, & Gift Income | Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. |
| 8. Armed Forces Income | All regular pay, special day, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions). |
### Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the HUD Technical Guide for Determining Income and Allowances (Third Edition; January 2005).

<table>
<thead>
<tr>
<th>General Category</th>
<th>(Last Modified: January 2005)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Income of Children</td>
<td>Income from employment of children (including foster children) under the age of 18 years.</td>
</tr>
<tr>
<td>2. Foster Care Payments</td>
<td>Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).</td>
</tr>
<tr>
<td>3. Inheritance and Insurance Income</td>
<td>Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).</td>
</tr>
<tr>
<td>4. Medical Expense Reimbursements</td>
<td>Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.</td>
</tr>
<tr>
<td>5. Income of Live-in Aides</td>
<td>Income of a live-in aide (as defined in 24 CFR 5.403).</td>
</tr>
<tr>
<td>6. Income from a Disabled Member</td>
<td>Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).</td>
</tr>
<tr>
<td>7. Student Financial Aid</td>
<td>The full amount of student financial assistance paid directly to the student or to the educational institution.</td>
</tr>
<tr>
<td>8. &quot;Hostile Fire&quot; Pay</td>
<td>The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.</td>
</tr>
</tbody>
</table>
| 9. Self-Sufficiency Program Income | a. Amounts received under training programs funded by HUD. 
   b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). 
   c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. 
   d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA’s governing board. No resident may receive more than one such stipend during the same period of time. 
   e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program. |
| 10. Gifts | Temporary, nonrecurring, or sporadic income (including gifts). |
| 11. Reparation Payments | Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. |
| 12. Income from Full-time Students | Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse). |
| 13. Adoption Assistance Payments | Adoption assistance payments in excess of $480 per adopted child. |
| 14. Social Security & SSI Income | Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts. |
| 15. Property Tax Refunds | Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit. |
| 16. Home Care Assistance | Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home. |
| 17. Other Federal Exclusions | Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion: 
   - The value of the allotment provided to an eligible household under the Food Stamp Act of 1977; 
   - Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through AmeriCorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); 
   - Payments received under the Alaskan Native Claims Settlement Act; |
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
- Payments or allowances made under the Department of Health and Human Services’ Low-Income Home Energy Assistance Program.
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps).
- Payments by the Indians Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Services Act of 1990;
- Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.

2. Cash value of revocable trusts available to the applicant.

3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.

4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.

5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).

6. Retirement and pension funds.

7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).

8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.

9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.

10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.

2. Interest in Indian trust lands.

3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.

4. Equity in cooperatives in which the family lives.

5. Assets not accessible to and that provide no income for the applicant.

6. Term life insurance policies (i.e., where there is no cash value).

7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.
FAMILY INCOME LIMITS FOR SHASTA COUNTY*
(Limits are effective 4/1/17)

<table>
<thead>
<tr>
<th>Number of Persons in Household</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>80% of AMI</td>
<td>$34,650</td>
<td>$39,600</td>
<td>$44,550</td>
<td>$49,450</td>
<td>$53,450</td>
<td>$57,400</td>
<td>$61,350</td>
<td>$65,300</td>
</tr>
</tbody>
</table>

*County will insert the limits for The City/County in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained, income limits is: [http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html](http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html)

COUNTY STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

<table>
<thead>
<tr>
<th>Maximum No. of Persons in the Household</th>
<th>Number of Bedrooms</th>
<th>Number of Bathrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SRO</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>0-BR</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>1-BR</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>2-BR</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>3-BR</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>4-BR</td>
<td>3</td>
</tr>
<tr>
<td>10</td>
<td>5-BR</td>
<td>3</td>
</tr>
<tr>
<td>12</td>
<td>6-BR</td>
<td>4</td>
</tr>
</tbody>
</table>

The chart above is used as a guide to overcrowding.

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom may be added.
- 8 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.
ATTACHMENT D

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
FOR
THE COUNTY OF SHASTA

The jurisdiction will replace all occupied and vacant low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, (42 USC 5301, et seq.). Subsequent legislation and regulations (Omnibus Budget Reconciliation Act of 1981 – Public Law 97-34, and 24 CFR Part 570, Subpart I).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the jurisdiction will make public and submit to the Department the following information in writing:

1. a description of the proposed assisted activity:

2. the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units:

3. a time schedule for the commencement and completion of the demolition or conversion:

4. the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units:

5. the source of funding and a time schedule for the provision of replacement dwelling units: and

6. the basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.

The jurisdiction will provide relocation assistance to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives assisted under the Act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

A. Steps to Minimize or Prevent Displacement
1. Use CDBG funds to provide seed money grants or loans, long-term mortgage loans at favorable rates, or capital grants to tenant groups of multi-family buildings to help them convert
COUNTY OF SHASTA

Housing Rehabilitation Guidelines

to cooperatives.

2. Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty buildings or groups or empty units first so they can be rehabilitated first and tenants moved in before rehab on occupied units or buildings is begun.

3. Establish temporary relocation facilities in order to house families whose displacement will be of short duration, so they can move back to their neighborhoods after rehabilitation or new construction.

4. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or on tenants of multi-family buildings.

5. Provide counseling via Government or non-profit organizations to assist homeowners and renters to understand the range of assistance that may be available to help them in staying in the area in the face of revitalization pressures.

6. Shift the concentrated demand generated by intense investment in one or two neighborhoods to other neighborhoods by: (a) targeting public improvements into several other neighborhoods with potential for revitalization: (b) conduction of advertising campaigns to attract interest in other neighborhoods.

B. Steps to Assist Displaced Persons to Remain in their Present Neighborhood.

1. Provide lower-income housing in the neighborhood through HUD housing program; purchase units as is; rehabilitate vacant units;

2. Give priority in assisted housing units in the neighborhood to area residents facing displacement.

3. Target Section 8 existing program certificates to households being displaced, and recruit area landlords to participate in the program.

4. Provide counseling and referral services to assist displaced persons find alternate housing in the neighborhood.

5. Work with area landlords and real estate brokers to locate vacancies for households facing displacement.

C. Steps to Otherwise Mitigate Adverse Effects of Displacement.

1. Use of public funds, such as CDBG funds, to pay moving costs and provide relocation payments, or require private developers to provide compensation to persons displaced by development activities.

2. Give displaces priority in obtaining subsidized housing units.
3. Provide counseling and referral services to assist displaced persons to locate elsewhere in the community or metropolitan area.
APPENDIX A

Dear ____________.

On ____(date)____, ____(property owner)____ submitted an application to the ____________ for financial assistance to rehabilitate the building which you occupy at ____(address)____.

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact ____(name)____, ____(title)____, at ____(telephone number)____.

(address) ____________.

Sincerely,

_____ (name)____
_____ (title)____
(date)

Dear ________:

On ___(date)___, we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On ___(date)___, the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.

2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact ___(name)___, (title), at ___(phone #)___, ____ (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

__(name and title)__
DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS  
Top to be completed at time of loan application submittal or Home Visit

Property Address: ____________________________

[ ] Rental Unit  [ ] Owner/Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of ________________________ has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of ________________________ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

[ ] Occupant Signature  [ ] Date  [ ] Occupant Signature  [ ] Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of ________________________ has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:

[ ] Not require I/we to be relocated. (If initialed then STOP here and sign bottom.)

[ ] Yes, I/we need to be temporarily relocated. (Complete rest of form if initialed.)

Start date and duration of relocation:

[ ] Starting on or about _______ we will move for all or part of the rehabilitation project.

[ ] Approximate length of temporary relocation: _______ Number of days.

For temporary relocation, I/We elect to (check all that apply):

[ ] Relocate with friends and family.

[ ] Relocate into a suitable temporary housing unit identified by rehab specialist.

[ ] Relocate furnishings only into a temporary storage unit.

[ ] I/We have been told what our relocation benefits are and elect Not to be reimbursed for any eligible relocation expenses.

[ ] I/We have been told what our relocation benefits are and want to be reimbursed for: ________________________

By signing, occupant(s) acknowledge receipt of copy of this form:

[ ] Occupant Signature  [ ] Date  [ ] Occupant Signature  [ ] Date
ATTACHMENT E

LOAN SERVICING POLICIES AND PROCEDURES
FOR THE COUNTY OF SHASTA

The County of Shasta, hereafter called “County”, has adopted these policies and procedures in order to preserve its financial interest in properties, who’s “Borrowers” have been assisted with public funds. The County will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The County has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) requests for subordination; and 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The County will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, The County may accept voluntary payments on the loan. The borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming The County as loss payee in first position or additional insured if the loan is a junior lien. If borrower fails to maintain the necessary insurance, The County may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The County may verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then The County may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, The County encourages Borrower to have an impound account set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.
3. **Required Request for Notice of Default:**

When the Borrower’s loan is in second position behind an existing first mortgage, it is The County's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of County’s loan. This document requires any senior lien holder listed in the notice to notify The County of initiation of a foreclosure action. The County will then have time to contact the Borrower and assist them in bringing the first loan current. The County can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When The County is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. **Annual Occupancy Restrictions and Certifications:**

The County will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan (see Section 5.4). These loan terms are incorporated in the original note and deed of trust.

5. **Required Noticing and Restrictions on Any Changes of Title or Occupancy:**

In all cases where there is a change in title or occupancy or use, the Borrower must notify The County in writing of any change. County and borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying The County. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of The County’s Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the requirements of Section 10.1.1, and the review and approval of The County.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner
COUNTY OF SHASTA  

Housing Rehabilitation Guidelines

converts any assisted unit from owner occupied to rental, the loan is due in full unless they meet requirements outlined in Section 10.3.1.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that The County allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

For Owner Occupied Loans: When a Borrower wishes to refinance the property, they must request a subordination request to the County. The Lender will subordinate their loan only when there is no “cash out” as part of the refinance. No cash out means that there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate, and primary loan must be a fixed rate loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the County for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

For Owner Investor Loans: The County will not consider any requests for subordination. When a Borrower wishes to refinance the property, they must pay The County’s loan in full.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, The County will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, The County may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and The County is notified via a Request for Notice of Default, The County, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. County must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case, then The County may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If The County determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If The County does not
have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, The County can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If The County decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If The City/County fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If The County determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, The County’s lien may be eliminated due to insufficient sales proceeds.

County as Senior Lien holder

When The County is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time The City/County may consider foreclosure. County’s staff will consider the following factors before initiating foreclosure:

1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?

2) Can the Borrower refinance with a private lender and pay off The County?

3) Can the Borrower sell the property and pay off The County?

4) Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)

5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, The County may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to The County to prevent foreclosure (such as, funds to bring a delinquent loan current or pay off a DPL).

At the end of thirty days, The County should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise The County of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from
the owner to cancel foreclosure proceedings. The service will keep The County informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, The County could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The County could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.
The County of Shasta, hereafter called “Lender” has adopted these policies and procedures in order to preserve its financial interest in properties, who’s “Borrowers” have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principle and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) required Rent Limitation Agreement and monitoring of investor properties; 5) loans with annual occupancy restrictions and certifications 6) required noticing and limitations on any changes in title or use of property; 7) required noticing and process for requesting a subordination during a refinance; 8) process of foreclosure in case of default on the loan.

1. **Loan Repayments:**

The Lender will collect monthly payments from those borrowers who are obligated to do so under an Installment Note, which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Straight Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

2. **Payment of Property Taxes and Insurance:**

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a second mortgage. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100 year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property
insurance will be required at close of escrow. The lender may check the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. **Required Request for Notice of Default:**

When the Borrower’s loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender’s loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. **Required Rent Limitation Agreement for Investor Properties:**

All owner investor properties which receive loans from the Lender will be required to enter into a rent limitation agreement which restricts the tenants and the rents on the property for a fixed period of time, depending on the public funds used. The rent limitation agreement will be recorded on title of the property and non-compliance with this agreement can lead to foreclosure action by the Lender. The rent limitation agreement will be monitored annually to ensure that low or very low-income households occupy the assisted investor units and that the rents charged to those households is affordable. In some cases the units must be inspected annually to ensure that they are up to minimum health and safety standards. At the end of the designated affordability period, the Lender will release the Borrower from the rent limitation agreement.

5. **Annual Occupancy Restrictions and Certifications:**

On some owner occupant loans the Lender may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

6. **Required Noticing and Restrictions on Any Changes of Title or Occupancy:**

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and borrower will work together to ensure the property is kept in compliance with the original program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are
Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender’s Loan Committee.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on family size and household income, provided the heir is in the TIG. If the heir intends to occupy the property and is non-TIG, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender’s Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full. If the Borrower or new owner investor requests that the existing loan be assumed and agrees to the current Lender rates and terms for owner investor properties and the rent limitation agreement, then the outstanding balance may be refinanced, subject to the review and approval of the Lender’s Loan Committee.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the family still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

7. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no “cash out” as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the family with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance agency, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by
8. **Process for Loan Foreclosure:**

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstateing" the senior lien holder. The reinstatement amount, or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

9. **Lender As Senior Lien Holder:**

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender’s staff will consider the following factors before initiating foreclosure:

A. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
B. Can the Borrower refinance with a private lender and pay off the Lender?

C. Can the Borrower sell the property and pay off the Lender?

D. Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)

E. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.
CERTIFICATION OF OCCUPANCY

COUNTY OF SHASTA

I/we __________________________ declare as follows:

(Please Print Occupant’s Name(s))

That I/we am/are currently occupying as my/our principal place of residence the real property commonly known as:

________________________________________
(Address)

________________________________________
(City, State, Zip code)

Daytime Phone Number: __________________________

Certification of Occupancy executed on ________________________, 20____, at

________________________________________
(Date)

________________________________________
(City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: ___________________________    Occupant: ___________________________

Occupant: ___________________________    Occupant: ___________________________

________________________________________

PLEASE SUBMIT THE FOLLOWING ALONG WITH THIS CERTIFICATION OF OCCUPANCY:

I.   Proof of occupancy in the form of a copy of a current utility bill;
J.   Verification of current required insurance policies.
CERTIFICATION OF OCCUPANCY - RENTAL

COUNTY OF SHASTA

I/we __________________________ declare as follows:
(Please Print Owner’s Name(s))

That there are tenants currently occupying the real property commonly known as:

______________________________________________________________
(Address)

______________________________________________________________
(City, State, Zip code)

Daytime Phone Number: ____________________________

Certification of Occupancy-Rental executed on ______________________, 20___, at
(Date)
___________________, CA
(City)

Name(s) of tenant(s):

Tenant: ____________________________  Tenant: ____________________________

Tenant: ____________________________  Tenant: ____________________________

Monthly Rental Charge: $ ____________

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all owner(s):

Owner: ____________________________  Owner: ____________________________

PLEASE SUBMIT THE FOLLOWING ALONG WITH THIS CERTIFICATION OF OCCUPANCY - RENTAL:

K. Verification of current **required insurance** policies.
## Section 1: Background Information

Property Address: No LBP found or LBP exempt

<table>
<thead>
<tr>
<th>Select one:</th>
<th>Visual Assessment</th>
<th>Presumption</th>
<th>Hazard Reduction</th>
</tr>
</thead>
</table>

## Section 2: Visual Assessment

Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.

<table>
<thead>
<tr>
<th>Visual Assessment Date:</th>
<th>Report Date:</th>
</tr>
</thead>
</table>

Check if no deteriorated paint found

Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).

## Section 3: Notice of Presumption

Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.

<table>
<thead>
<tr>
<th>Date of Presumption Notice:</th>
</tr>
</thead>
</table>

Lead-based paint is presumed to be present and/or Lead-based paint hazards are presumed to be present

Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.

## Section 4: Notice of Lead-Based Paint Hazard Reduction Activity

Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.

<table>
<thead>
<tr>
<th>Date of Hazard Reduction Notice:</th>
</tr>
</thead>
</table>

Initial Hazard Reduction Notice? Yes No Start & Completion Dates:

If “No”, dates of previous Hazard Reduction Activity Notices:

Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust–lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.

Attachment D: Location of building components with lead-based paint remaining in the rooms, spaces or areas where activities were conducted.

Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)

## Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet Protection Your Family from Lead in Your Home.

Printed Name: Signature: Date:

## Section 6: Contact Information

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Organization:</th>
</tr>
</thead>
</table>

| Date: | Address: | Phone: | Contact Signature: |
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
(CDBG) 
PROGRAM INCOME (PI) REUSE AGREEMENT

Execution of the this Program Income (PI) Reuse Agreement by both the Jurisdiction and the California, State Department of Housing and Community Development (Department) provides official notification of the Department’s approval for the Jurisdiction to expend PI funds under the State’s administration of the Federal Community Development Block Grant Program (CDBG) for (1) State Non-Entitlement Jurisdictions; and (2) former State Non-Entitlement Jurisdictions that are now Entitlement Jurisdictions, pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. CDBG funding is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program. The Agreement also includes asset repayments from activities administered under Disaster Recovery Initiative (DRI) contracts.

By completing this PI Reuse Agreement and signing the end of this document, the Authorized Representative certifies the Jurisdiction has read, understands and will adhere to the PI Reuse Overview and Process discussed in the first section of this document, the Jurisdictional Certifications in the second section of this document, and Department of Housing and Community Development (hereinafter Department) terms and conditions in the third section of this document.

SECTION ONE: OVERVIEW AND PROCESS

JURISDICTION: County of Shasta

GOVERNING BODY ADOPTED ON: To be determined

This PI Reuse Agreement establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under CDBG and DRI contracts with the Department. For payments generated under DRI contracts, while the funding was loaned under DRI, when a payment is received, per DRI regulation, the payment becomes CDBG PI.

Applicability of this Agreement:

This PI Reuse Agreement between the Jurisdiction and Department is required by CDBG Federal Regulation. This Agreement allows Jurisdictions receiving repayments from CDBG and DRI assets to spend those PI funds in the absence of an active Department CDBG grant contract. This Agreement applies to all current Department-eligible Non-Entitlement Jurisdictions and HUD Entitlement Jurisdictions that are receiving Department Non-Entitlement PI funds (CDBG and DRI).
RECEIPT OF PROGRAM INCOME

Pursuant to the definition of PI found at 24 CFR 570.489(e)(2), repayments of assets generated from use of CDBG funds received by the Jurisdiction from the Department are PI. These repayments of loans, lease payments, and proceeds of asset sales will be deposited into one of three separate local PI accounts depending on what activity generated the PI. It is possible that the Jurisdiction may have up to three separate accounts with which to manage PI.

1. If the Jurisdiction has a Department approved Revolving Loan Fund (RLF) for Housing and/or Economic Development (ED), any PI from Housing or ED activities must be deposited into the RLF associated with the activity that generated the PI.

   This means:
   a. Housing PI must be deposited into the Housing RLF.
   b. ED PI must be deposited into the ED RLF.

   Note: The accounts for each RLF must be separate accounts, however, both must be interest bearing.

2. If RLF(s) are not approved for use, the Jurisdiction must deposit all CDBG repayments into a single regular PI account which must be separate from either of the RLF accounts, but it must also be interest bearing.

3. If repayment comes from a loan or asset that was originally paid with CDBG and non-CDBG funds, the PI accounting and reporting must reflect the correct amounts and proportions of CDBG PI and non-CDBG funds invested in the asset. Only the CDBG portion of the repayment is deposited into one of the three PI accounts.

OVERVIEW OF WAYS TO USE PROGRAM INCOME

There are five (5) ways to manage PI under the Agreement. They are:

1. Expend PI and RLF monies first on active grant contract activities;
2. Expend PI for General Administration (GA) Activities (up to allowable limits);
3. Expend through an approved PI Revolving Loan Fund (RLF);
4. Expend PI on an approved waiver activity when no active contract is in force; and,
5. Return PI annually to the Department.

The undersigned Jurisdiction certifies that PI will be expended first when there is an active grant contract with the Department. PI being received when there is no active grant contract will be deposited into separate accounts for approved activities under this Agreement (via GA, PI Waiver or RLF) and only be distributed and expended, as follows:

1. **Expend PI and RLF Monies First on Active Grant Contract Activities:**

   If the undersigned Jurisdiction has an active grant contract with the Department, all PI on hand must be expended on open grant activities, prior to requesting grant funds from the Department.

   If the undersigned Jurisdiction has a Department approved PI Revolving Loan
Fund (RLF) per this Agreement, and has an active grant contract which includes the same eligible CDBG activity as the RLF, the RLF monies must be expended first before requesting any contract funds from the Department. PI must always be expended first on active contract activities, prior to requesting grant contract funds.

See the Chapter on Program Income and Revolving Loan Funds in the Department’s CDBG Grant Management Manual (GMM) for additional information regarding use of PI to pay costs for activities under an active grant contract in the Department.

2. **Expend PI General Administration (PI GA) for GA Activities (up to allowable limits)**

The undersigned Jurisdiction must track a calculation of up to seventeen percent (17%) of PI received annually for eligible GA costs. However, the seventeen percent (17%) PI GA only applies to PI received that is not generated by a RLF activity.

PI, including PI GA, must be expended first, prior to requesting funds from the Department under an active grant contract. PI GA funds cannot be held and used only as PI GA costs are incurred. All PI must be spent prior to the next funds request submitted. The Jurisdiction can choose to keep an accounting of the total amount of PI GA available for use based on all regular PI received and report this on Department PI Reports semi-annually.

PI GA funds cannot be used for planning studies or technical assistance activities, these activities can only be funded under awarded grant contracts. See the PI Chapter for further details on eligible PI GA activities under this Agreement.

3. **Expend PI through an approved PI Revolving Loan Fund (RLF):**

To establish one or both of the RLFs discussed below, the undersigned Jurisdiction must submit formal written request for Department approval using the required process included with this Agreement.

The undersigned Jurisdiction agrees to all the Department’s RLF requirements as stated in this Agreement and detailed in the GMM Chapter.

The two RLFs and their corresponding definitions, as permitted by this Agreement, are:

A. **Housing Revolving Loan Fund (RLF)**

Eligible housing activities under this RLF include:

I. **Housing Rehabilitation (HR) - Single Unit Residence** program for owner and/or tenant occupied properties. Matrix code 14A.

II. **Housing Rehabilitation (HR) - 2-4 Units** program for tenant occupied
III. **Housing Acquisition (HA) - Single-family** program for homebuyer assistance. Matrix code **13**.

**B. Economic Development (ED) Revolving Loan Funds (RLF)**

Eligible ED activities under this RLF include:

I. **Business Assistance (BA)** program (direct financial assistance to a for-profit business). Matrix code **18A**; and,

II. **Microenterprise Financial Assistance (ME Loans)** program. Matrix code **18C**.

The undersigned Jurisdiction will ensure that their programs have appropriate and up-to-date Guidelines and will administer the programs according to CDBG Regulations and policies and procedures. Per the above activities Grant Management Manual Chapters, Program Guidelines must comply with those rules. **Note:** CDBG is now requiring that Housing Rehabilitation Guidelines (1-4 Units) be separated into two guidelines: Owner-Occupied (1-unit) and Tenant-Occupied (1-4 Units). At minimum the Housing Rehabilitation Guidelines must be separate by two sections.

Department written approval must be received before incurring any activity or activity delivery costs associated with implementing any activities under the approved RLF. All approved RLF projects, will be required to be reported to the Department via the applicable CDBG Set-up/Completion reports.

4. **Expend PI on an Approved PI Waiver Activity when no active contract is in force.**

The undersigned Jurisdiction may only utilize the Department’s PI Waiver process when it has no active grant contracts with the Department. Once there are no active contracts with the Department, the undersigned Jurisdiction can have up to two active eligible CDBG activities approved by the Department, for which PI may be expended. Waivers will consist of a single program, service or single project activity. If it is a single program activity, it cannot be the same program activity as funded under an approved RLF.

The undersigned Jurisdiction will follow all PI Waiver procedural requirements as stated in the PI Chapter of the GMM.

Written Department approval is required before expending any PI funds on a Waiver activity. Each Waiver activity must clear the activity General Conditions, and any Special Conditions, which include Federal overlays as posted on Department’s webpage.

A PI Waiver project can only be approved if the total project / program cost for the proposed activity is on hand in the Jurisdiction’s PI account. Future PI may not be committed for PI Waivers.
The undersigned Jurisdiction understands that PI Waiver activities are limited to two active projects, services and/or programs, and will remain active until close out has been completed and approved by the Department. Each approved Waiver activity will be set up with the Department using current Set-Up Report.

The undersigned Jurisdiction understands if they receive a subsequent award of CDBG funds, upon execution of the new grant contract all waiver activities are to be completed first, after which, PI must be expended first on the active grant contract activities. PI Waivers will not be included in the grant, because Supplemental activities will be included in contracts.

5. **Return PI to the Department**

The undersigned Jurisdiction has the option to return PI back to the Department. However, semi-annual and annual reports are still required to confirm PI being returned.

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SECTION TWO: PROCEDURES AND USE OF PROGRAM INCOME

Since CDBG is a Federal funding source, Citizen Participation is required when utilizing any of the five (5) ways to use PI listed above. Those requirements are incorporated below.

The County of Shasta certifies that:

1. **Resolution:**
   The PI Reuse Agreement was formally adopted via resolution on [To be determined] by the Jurisdiction’s Governing Body, executed by the Authorized Representative and submitted to the Department with certified copy of the approving resolution attached for full execution.

2. **Citizen Participation:**
   Each of the processes discussed in this Agreement will be carried out in compliance with the CDBG Citizen Participation process, as specified in Federal Regulations at 24 CFR 570.486, and Jurisdiction’s public hearing requirements.

3. **Governing Compliance:**
   The undersigned Jurisdiction certifies the administration of all CDBG eligible activities conducted under the above described Ways to Spend PI, will be conducted in compliance with all current State and Federal Regulations and policies, including all applicable GMM chapters and Department Management Memorandums.

4. **Ineligible Activities and Costs:**
   The undersigned Jurisdiction acknowledges that if ineligible activities or costs are paid for with CDBG PI, those funds must be returned to the Jurisdiction’s PI or RLF account (whichever account expended ineligible funds) using local Jurisdiction funds.

   The undersigned Jurisdiction acknowledges that ineligible activities or costs paid for with PI under an active grant contract must be repaid to the Department using local non-Federal funds.

5. **Jurisdictions Leaving the State Non-Entitlement Program and Jurisdictions Entering the State Non-Entitlement Program:**
   The undersigned Jurisdiction certifies that it will follow these procedures when leaving or entering the State CDBG Program:
A. 24 CFR 570.489(e)(3)(iii) Transfer of program income to Entitlement program.

Jurisdictions that were State CDBG Program participants but become entitlement communities or part of an urban agreement, have the following options for PI and RLFs:

PI not associated with a RLF, the jurisdiction must:

1) Complete the process to certify they will be reporting the State PI into the Entitlement Programs process, including receipting the CDBG proceeds into IDIS; or,

2) Return all State CDBG PI to the Department, the amounts on hand once the HUD agreement is signed and as it is received until all PI generated by State CDBG funding has been returned.

PI in an approved RLF:

Entitlement jurisdictions and those who are part of an urban agreement may keep their RLF(s) and monies within an RLF as long as the following is met:

1) They have a State PI Reuse Agreement signed by the Department and the City/County Authorized Representative.

2) Agree to operate the RLF under the Department’s RLF rules going forward.

3) Report all expenditures and accounting of RLF(s), as required by the Department.

4) The Jurisdiction shall be required to have: a) loan servicing policies and procedures; and, b) asset management policies and procedures, pursuant to the Department’s Grant Management Manual Chapter on Asset and Real Property Management.

B. 24 CFR 570.489(e)(3) (iv) Transfer of program income of grantees losing Entitlement status.

Upon entry into the State CDBG Program, a unit of general local government that has lost or relinquished its Entitlement status must submit a letter to the Department, signed by the Authorized Representative stating which of the following options the jurisdiction will be implementing. Keep in mind, that retaining Entitlement PI while participating in the State CDBG Program will require PI reporting for both sets of funding. Entitlement PI and any PI generated by State CDBG fund cannot be comingled.

Within 90 days of leaving the Entitlement Program to join the State CDBG
Program, the jurisdiction must certify that it will either:

1) Retain PI generated under Entitlement grants and continue to comply with Entitlement Program requirements for PI, including reporting it into IDIS or the urban county; or,

2) Retain the PI and transfer it to the State CDBG Program, in which case the jurisdiction must comply with the State’s rules for PI and RLF contained in this Agreement and current PI Chapter in the Department’s CDBG Grant Management Manual.

6. Requirements of Program Income

This PI Reuse Agreement is intended to satisfy the requirements specified in Federal Statute and Regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible activities, with Department approval. Under Federal Guidelines adopted by the State of California’s CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local agreement that will govern the expenditure of the PI. This Agreement has been developed to meet that requirement when an active contract between the Department and the undersigned Jurisdiction is not in force.

The undersigned Jurisdiction certifies their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands, if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

7. Definition of Program Income

"Program Income" means gross income earned by the Jurisdiction from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest
on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating Jurisdiction or Subrecipient.

8. **Fiscal Reporting of Program Income Receipts, Deposits and Disbursements**

The undersigned Jurisdiction certifies that CDBG PI will be accounted for using the Department’s fiscal year timeframe (July 1 to June 30). All receipts of PI or RLF revenue (and the depositing of those funds into separate account(s)), and expenditures of PI in accordance with this PI Reuse Agreement, will be monitored and reported per the Department’s fiscal year cycle. The undersigned Jurisdiction certifies that they will report using the Department’s reports/forms and will submit them in a timely manner.

9. **Duration of This Program Income Reuse Agreement**

The undersigned Jurisdiction certifies that it and its Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG Representative listed in this Agreement. At that time unless here are no further CDBG PI assets generating repayments, or the Jurisdiction has become a HUD entitlement Jurisdiction and uses these funds for entitlement activities, a new PI Reuse Agreement will be submitted to the Department. The Department has the Authority to void the Agreement with notice for cause.

10. **Program Income General Administration (PI GA)**

A. After the PI Reuse Agreement is executed, the Jurisdiction reserves the right to calculate and track up to seventeen percent (17%) of PI received pursuant to Section 1, item 2 above, for payment of eligible PI GA costs. PI GA will not be calculated for any RLF deposits. As noted above, these funds cannot be set aside since all PI must be expended first on whatever CDBG cost must be paid, however tracking the amount of PI GA generated by the Jurisdiction’s PI revenue permits the Jurisdiction to use that amount on eligible CDBG costs that don’t have to meet a National Objective, and ensures the Department is not exceeding the administrative funding cap of twenty percent (20%), as set by Federal statute.

B. If more funds are expended than what is available under PI GA calculation, the Jurisdiction will be required to return the over-expended PI GA amount back into their PI Account.

C. Ineligible PI GA costs will be required to be returned to their PI Account.

D. PI GA funds, once approved for use, may be used to pay for costs
associated with receiving Department approval of PI activities funded under this Agreement. Before submitting any proposed PI activities (Waivers or RLF) for Department approval, the Jurisdiction must hold at least one formal public hearing to discuss eligible activities and proposed PI activities. Department recommends that this public hearing be conducted to review current fiscal year PI activities and proposed and possible activities for future Department applications.

11. **Revolving Loan Funds (RLFs)**

A. Pursuant to the criteria noted below, the undersigned Jurisdiction may be eligible to request Department approval of the Housing RLF and/or the ED RLF.

B. RLFs listed under the Agreement will only be utilized after the Jurisdiction submits written certification and receives written Departmental approval certifying that the proposed RLF meets the Department’s definition as follows:

1) There are existing loans and assets from past RLF eligible activities that can be reasonably expected to generate repayments.

2) The existing loans and assets have generated at least one loan repayment in the current fiscal year.

C. The two RLFs and their respective CDBG eligible activities listed in this Agreement will be administered under the guidance and requirements provided in this Agreement and in the Department’s current GMM Chapter on PI, and any subsequent policy, regulation, or statutory guidance from the Department.

D. Pursuant to Management Memorandum 14-05 and/or the current PI Chapter in the GMM, the undersigned Jurisdiction certifies acknowledgement that the Department reserves the right to cancel the grantee’s RLF and require the funds to be returned to the Department as a corrective action for significant, ongoing non-compliance with RLF rules.

E. The two (2) RLFs listed below each have a multiple eligible CDBG Program activities. All CDBG rules pertaining to eligible RLF Program activities, including Department written approval for establishing, will be followed.

1) **Housing Revolving Loan Fund**

Eligible housing activities under this RLF include:

i. **Housing Rehabilitation (HR) - Single Unit Residence** program for owner and/or tenant occupied properties. Matrix code 14A.

ii. **Housing Rehabilitation (HR) - 2-4 Units** program for owner and/or tenant occupied properties. Matrix code 14B.

iii. **Housing Acquisition (HA) - Single-family** program for homebuyer assistance. Matrix code 13.
2) **Economic Development (ED) Revolving Loan Funds (RLF)**

Eligible ED activities under this RLF include:

i. **Business Assistance (BA) program** (direct financial assistance to a for-profit business). Matrix code **18A**.

ii. **Microenterprise Financial Assistance (ME Loans) program**. Matrix code **18C**.

F. Each approved RLF will offer **all** eligible activities under the RLF definition.

G. Separate and formally adopted City/County Program Guidelines for each eligible activity must be completed by the Jurisdiction **before** requesting Department approval of a RLF. Program Guidelines and their approval date will be reviewed at monitoring.

H. The undersigned Jurisdiction acknowledges that although all eligible activities under each approved RLF must be available, the Jurisdiction has the discretion to fund RLF loans for the activity or activities they deem to address the greatest need in their community.

I. RLF receipts on deposit may be used for one or both single-family housing program activities. Although each Housing activity is required to be approved by the Department for use under the RLF, the Jurisdiction may choose to only operate one activity at a time or all three simultaneously.

J. In addition, each approved RLF will meet the following criteria:

1) RLFs will operate on a fiscal year of July 1 to June 30 for accounting and performance reporting.

2) Jurisdictions will set up RLFs as separate accounts (Housing and ED RLF accounts must be separate) with separate fund and transaction numbers. All other CDBG funds received as PI must be accounted for in a separate account.

3) All accounts set up pursuant to 2.G.2 will be interest bearing.

4) RLF monies will be expended first when the same RLF activity is funded under an awarded active grant contract.

5) RLF projects may be funded with both RLF monies and an active grant contract.

6) RLFs programs will not provide grants to eligible project activities. Thus, activities under an active contract that are funded using only grants rather than loans will use contract funds not RLF monies to pay for the activity. RLF Program activities that are also funded under an active contract, but limited to only grants to projects, will not require RLF funds to be spent first on the active grant activities.

7) The RLFs will primarily provide financing instruments that will revolve, (i.e., loans), RLFs cannot fund projects primarily or solely with grants or forgivable loans.

8) RLF receipts from loans or assets generated from the same program
activity (i.e., single-family housing rehabilitation loan repayments) will only be deposited into a Housing RLF. Thus, repayments from the same program activities that go into an RLF must be used for originating loans for the same program activities.

9) RLF PI balances will not be moved to another approved RLF account or to the Jurisdiction’s regular PI account. The Department may use a State or Federal disaster declaration to formally allow for re-purposing of PI funds by the Jurisdiction. Funds approved by the Department for re-purposing to meet an urgent need are considered PI and must be expended first under active grant contracts or under approved waivers, if there is no active contract.

10) RLFs that become depleted of funds and do not have additional asset repayments to sustain revolving activities, such that no longer meeting the Department’s RLF definition, will be canceled by the Department.

11) RLF PI received and deposited is not allowable for PI GA expenses thus, seventeen percent (17%) cannot be set aside as with Jurisdictions with separate PI accounts.

12) RLFs with no annual revolving activities (i.e., approved loans) are not able to be used by the Jurisdiction for reimbursement of non-revolving costs; therefore, activity delivery (AD) costs are not eligible. **AD costs are only eligible if one or more projects are funded and accomplishment data (i.e., beneficiaries) for those activity(ies), on an annual basis, are reported.**

13) RLF projects must be documented as meeting a National Objective. If a project does not meet a National Objective, then all expenses associated with the project (activity and activity delivery funds) must be repaid to the RLF with non-Federal funds.

14) Given that RLF revenue cannot be “banked” to remain eligible, a RLF must revolve. To meet the definition of revolving, the undersigned Jurisdiction will not have more than $100,000 on deposit in an RLF within a fiscal year without making at least one loan. Nor will the undersigned Jurisdiction have more than $500,000 on hand even if making loans each fiscal year.

15) The undersigned Jurisdiction certifies they are aware that the Department will address excess funds and revolving compliance by issuing finding letters to the grantee which could result in the Department cancelling the grantee’s RLF, which immediately converts the funds to PI; and, therefore, must be used prior to drawing down grant funds.

16) RLF activity delivery funds (AD) may be used to pay for loan servicing costs.

17) Loan servicing costs under the RLFs are not eligible as PI GA costs, but are eligible AD costs. As such, loan servicing costs are only eligible if one or more loans are made in a fiscal year.

18) Citizens of the Jurisdiction must be the primary beneficiaries of all RLF
Program activities.

19) Financial and performance reporting on RLF projects will be done using current CDBG eligible activity Set Up and Completion Report forms, which will collect National Objective data and beneficiary demographics, as HUD required accomplishment information.

20) Additional financial reports for RLF PI deposits and expenditures will be done twice a year using the Department’s current PI fiscal reporting forms.

21) The Jurisdiction will be required to repay the RLF account for ineligible costs or activities with local non-Federal funds.

22) Housing RLF Programs will meet the CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households, per 24 CFR Part 5 and in accordance with the Department’s Income Manual.

K. Activity Specific Requirements:

1) Housing RLF:
   a. All Housing Rehabilitation and Homeownership Assistance Programs will only fund projects that meet a National Objective and comply with other State and Federal requirements, including Department Management Memorandums and GMM Chapters on Housing Rehabilitation, Multi-Family Rehabilitation (2-4 units) and Homeownership Assistance Activities.
   b. No more than nineteen percent (19%) of funds expended for Housing Rehabilitation in the RLF will be used for AD costs on an annual fiscal basis.
   c. No more than eight percent (8%) of funds expended in a fiscal year for Homeownership Assistance will be used to reimburse eligible AD costs.
   d. AD costs are not eligible until one loan is approved, closed and project beneficiary information is submitted.
   e. Projects cannot be provided grants.

2) ED RLF:
   a. Both ED Programs will only fund projects that meet a National Objective and comply with other State and Federal requirements, including Department Management Memorandums and GMM Chapters on ME Loans and BA Activities.
   b. For ME Loans, income eligibility must be met per 24 CFR Part 5 and in accordance with the Department’s Income Manual. For BA, income eligibility is done based on meeting National Objective standard of providing jobs to Low/Mod income persons or area benefit for goods or services.
   c. No more than 15 percent (15%) of the total funds expended for BA or ME Loans activities shall be used to reimburse Jurisdiction for
eligible activity delivery (AD) costs on an annual fiscal basis.

d. Annual AD costs are not eligible until one loan is approved, closed and project beneficiary information is submitted.

e. For BA, local review and underwriting of business assistance projects requesting a CDBG loan under this RLF shall be conducted under the BA Program Guidelines that have been adopted by the Governing Body of the undersigned Jurisdiction.

f. For ME Loans, the CDBG eligible activity of direct financial assistant to eligible microenterprise businesses will be conducted under this RLF. Local review and approval of microenterprise financial assistance projects requesting a CDBG loan under this RLF shall be conducted under the undersigned Jurisdiction’s ME Loan Program Guidelines that have been adopted by the Governing Body. **Note:** This subsection applies to Microenterprise loans only, not ME grants. Financial Assistance that is solely a grant cannot be made through an RLF.

12. **Loan Portfolio and Asset Management Policies and Costs**

A. The undersigned Jurisdiction certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570, OMB Circulars A-87, A-122, A-133 and 24 CFR Part 85.

B. The use of CDBG funds creates public financial assets. The public financial assets created can be in the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122, A-133, 24 CFR Part 85. These policies will be used for managing all CDBG assets, including those which generate PI and RLF PI.

C. General Administration PI funds may be used to reimburse the Jurisdiction for loan servicing and asset management costs. If the Jurisdiction has no PI GA available, GA funds from active grant contracts may be used to pay for eligible loan servicing costs.

13. **Program Income Waivers**

A. The PI Waiver Submission Process will only be conducted when the undersigned Jurisdiction has no active grant contract(s) with the Department.

B. The process below will be followed if a PI Waiver is to be requested:

1) All PI Waiver requests will be submitted on approved Departmental forms for the Department’s written approval.

2) After the Department’s review of the activity for eligibility and National
Objective compliance, the PI Waiver will be formally adopted via public
hearing and resolution of the Jurisdiction’s Governing Body, as part of
the PI Waiver General (and Special Conditions if applicable) Clearance
process.

3) Expenditure of PI Waiver funds will not commence until clearance of all
required General and Special Conditions have been met and written
Departmental approval has been issued to the Jurisdiction.

4) Possible Waiver activities will be discussed at a properly noticed public
hearing, held in front of the Jurisdiction’s Governing Body, prior to
submission of a Certified Resolution, as part of a PI Waiver Request to
the Department.

5) The PI Waiver request must be submitted in accordance with current
Department policy, and any subsequent policy, regulation or statutory
guidance.

6) PI Waiver activity reporting will be submitted per current Departmental
policies and includes financial accounting of all PI received and
expended, including PI Waivers and PI Waiver activity performance.

7) PI Waiver activities must be fully funded with PI already on hand.

8) Only two (2) PI Waivers may be open and active at any one time.

9) RLF funds will not be used for PI Waivers, since RLF monies must be
expended on the activity that generated the payments.

10) PI Waivers will not be approved for the same program activities for
approved RLFs.

C. PI GA and PI Waiver financial and performance reporting will be done using
current CDBG eligible activity Set Up and Completion Reports forms, which
will collect National Objective data and beneficiary demographics for HUD
required accomplishment information.

D. Additional financial reports for PI GA, PI Waivers, PI deposits and
expenditures will be done semi-annually using the Department’s current PI
fiscal reporting forms.

E. Ineligible costs will be required to be repaid to the PI Account. In some
cases with ongoing significant compliance issues, the Department reserves
the right to require the jurisdiction return all PI to the Department until it is
satisfied that the jurisdiction has resolved all compliance issues.

14. **Program Income Not Associated with an RLF**

A. Provided the undersigned Jurisdiction has made the Department aware at the
beginning of the fiscal year they intend to exercise the $35,000 Rule, PI
which is received annually that has a cumulative amount up to $35,000 (RLF
receipts are not included in the $35,000 Rule calculation) may be "re-
categorized" as non-CDBG funds. In electing to exercise the $35,000 Rule,
the Jurisdiction agrees not to expend CDBG revenue until either the fiscal
year ends or the amount received goes above $35,000, at which point the
jurisdiction must consider the revenue as CDBG PI and must use it, first prior to drawing CDBG contract funds.

B. The undersigned Jurisdiction certifies that it acknowledges, if it has PI on hand and has not applied for or been awarded CDBG funds within the past three NOFAs, the Jurisdiction will be required to submit a PI Expenditure Plan for its PI on hand. The plan must be submitted via the CDBG PI Waiver process. If the Jurisdiction does not initiate the request, the Department will send the Jurisdiction a letter requiring submission of the plan within a set time frame. If the Jurisdiction does not respond to the Department’s letter, the Jurisdiction will be required to return all PI on hand to the Department, regardless of the amount of PI.
SECTION THREE: DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION

TERMS AND CONDITIONS: The undersigned Jurisdiction certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

1. Authority & Purpose

This Agreement provides official notification of the Jurisdiction’s PI Reuse Agreement’s approval under the State’s administration of the Federal CDBG for Non-entitlement Jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - Community Development Block Grant Program.

In accepting the PI Reuse Agreement approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction’s PI Reuse Agreement. Any changes made to the PI Reuse Agreement after this Agreement is accepted must receive prior written approval from the Department.

2. Distribution for Reuse of PI

A. The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Agreement. All written materials or alterations submitted as addenda to the original PI Reuse Agreement and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Agreement.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Agreement in order to comply with CDBG requirements. The Department reserves the right to review and approve all work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

B. All PI funded activities must be approved by the Department prior to implementation or incurring activity costs (clear the activity General and any Special Conditions, which include Federal overlays, as posted on Department’s webpage). All eligible activities shall principally benefit Low/Mod-income persons or households or businesses residing in the
Jurisdiction. HUD defines Low/Mod as having an annual income that is no more than 80 percent (80%) of the county median area income, adjusted for household size.

3. **Sufficiency of Funds and Termination**

The Department may terminate this Agreement at any time for cause. The Jurisdiction will have at least 14 days upon receipt of the Departments written notice. Termination shall consist of violations of any terms and/or conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

The Department reserves the right, for any significant on-going non-compliance with RLF or PI rules, to cancel any RLF and require all RLF and PI funds to be returned to the Department.

4. **Meeting National Objectives**

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD CDBG statutes and regulations. Use the CDBG National Objective Matrix to determine the correct standard for each activity conducted under this Agreement. National Objectives are authorized under Title I of the Housing and Community Development Act of 1974, as amended.

A. **Benefit to HUD defined Low/Mod-income person or household (LMI).**
   The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or,

B. **Prevention or elimination of slums or blight** when activity qualifies per Federal Regulation 24 CFR, Part 570.483(c). Jurisdictions may only use this National Objective after submitting a written request to the Department and receiving written authorization; or,

C. Jurisdictions may use the National Objective of Urgent Need, per Federal Regulation 24 CFR, Part 570.483(d), if a formal written request is made to the Department and the request is authorized in writing.

5. **Inspections of Activities**

A. The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable Federal, State and/or local requirements and this Agreement.

B. The Jurisdiction shall inspect any activity performed by contractors and subrecipients hereunder to ensure that the activity(ies) is in accordance with the applicable Federal, State and/or local requirements and this Agreement.
The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor (respectively), or subrecipient, until it is so corrected.

6. **Insurance**

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Agreement.

7. **Contractors and Subrecipients**

A. The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

1) Contractors are defined as program operators or construction contractors who are procured competitively.

2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded Jurisdiction to undertake eligible activities.

B. An agreement between the Jurisdiction and any contractor or subrecipient shall require:

1) Compliance with the applicable State and Federal requirements of this Agreement, which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.

2) Maintenance of, at minimum, the State-required Workers’ Compensation Insurance for those employees who will perform the activity(ies) or any part of it.

3) Maintenance of, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm or corporation, who may be injured or
damaged by the contractor, or any subcontractor in performing the activity(ies) or any part of it.

4) Compliance with the applicable Equal Opportunity Requirements described in this Agreement.

C. Contractors shall:

1) Perform the activity(ies) in accordance with Federal, State and local housing and building codes, as are applicable.

2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.

2) Permit the State, Federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation and all other materials relevant to the agreement for the purpose of monitoring, auditing or otherwise examining said materials.

8. Obligations of the Jurisdiction with Respect to Certain Third Party Relationships

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this Agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction. Jurisdiction is responsible to oversee any third party contractors or subrecipients and monitor their work for CDBG compliance.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department’s Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.
9. **Periodic Reporting Requirements**

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

A. **Semi-Annual PI Expenditure/Performance Report**: Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unexpended PI. PI Waivers or open Grants with no accomplishments are not excluded to the reporting requirement.

B. **Annual Federal Overlay Reporting**: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3 and Minority Owned Business/Women Owned Business (MBE/WBE).

C. **Wage Compliance Reports**: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.

D. **Set-Up and Completion Reports** for each eligible activity as posted on the Department's webpage.

E. **Any other reports that may be required as a General/Special Condition of this Agreement.**

10. **Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a Jurisdiction's authority to expend PI (Waiver, RLF and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

11. **Signs**

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.
12. **Audit/Retention and Inspection of Records**

A. The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the Office of the State Controller (SCO) during the term of this Agreement, the Jurisdiction will be required to submit an Agreement to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion Agreement is subject to prior review and approval by the Department.

B. The Jurisdiction agrees that the Department or its designee will have the right to review, obtain and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.

D. Absent fraud or mistake on the part of the Department, the determination by the Department of allowable expenditures shall be final.

E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.

F. Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.

G. The Jurisdiction understands that the expenditure of PI is covered under the OMB A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.
13. **Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials**

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Jurisdiction of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

15. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent Jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Jurisdiction shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

16. **Lead-Based Paint Hazards**

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with assistance provided under this Agreement shall be made subject to the provisions for the
elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections and clearance certifications required under these Regulations.

17. **Prevailing Wages**

   A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

   B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the "awarding body" as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

18. **Compliance with State and Federal Laws and Regulations**

   A. The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.

   B. The Jurisdiction agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other Federal provisions as set forth in this Agreement.

19. **Anti-Lobbying Certification**

   The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this
certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement; and,

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

20. **Bonus or Commission, Prohibition Against Payments of**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

A. Obtaining the Department's approval of the Application for such assistance; or,

B. The Department's approval of the Applications for additional assistance; or,

C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

21. **Citizen Participation**

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.
22. **Clean Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

23. **Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

24. **Environmental Requirements**

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

25. **Equal Opportunity**

A. **The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances**

During the performance of this Agreement, the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status or religious preference, under any activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. **Rehabilitation Act of 1973 and the "504 Coordinator"**

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. **The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance**
1) The activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701(u). Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).

2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3) The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided to the activity(ies), binding upon the Jurisdiction, its successors and assigns. Failure to fulfill these requirements shall subject the Jurisdiction, its contractors and subcontractors and its successors to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of $10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding $10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.
26. **Flood Disaster Protection**

A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to FDPA, Section 102(d) of said Act.

B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.

C. Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.

D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

27. **Federal Labor Standards Provisions**

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

A. **Davis-Bacon Act** (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over $2,000.

B. **"Anti-Kickback Act of 1986"** (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide or offering to provide any kickback; (2) soliciting, accepting or attempting to accept any kickback; or, (3) including directly or indirectly, the amount of any kickback prohibited by
clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

C. **Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702)** requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. **Title 29, Code of Federal Regulations CFR, Subtitle A, Parts I, 3 and 5** are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

28. **Procurement**

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

29. **Non-Performance**

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

30. **Relocation, Displacement, and Acquisition**

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

31. **Uniform Administrative Requirements**

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.
32. **Section 3**

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

33. **Affirmatively Furthering Fair Housing**

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

34. **General and Special Conditions for Activities**

Each eligible activity to be administered and paid for with PI under this agreement must be approved in writing by the Department. After receiving written approval, the Jurisdiction will submit all required documents listed on the Department’s General Conditions Checklist for the approved activity. Upon completion of the General Conditions Checklist, the Department will provide written authorization to proceed with implementing the approved activity.

The above is applicable to RLFs, Waivers and Supplemental Activities.

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SECTION TWO: CERTIFICATION FOR USE OF PROGRAM INCOME

☐ Certified Approving Resolution Is Attached

I certify that the foregoing is true and correct, and will follow all requirements of this Agreement and all Sections above. I understand that my certification also acknowledges that serious compliance issue with the above requirements could result in the State suspending the County of Shasta authority to expend PI; or may require the County of Shasta to return unused PI to the State until the County of Shasta clears the serious compliance issues.

Signature of Jurisdiction Authorized Representative

Laura Burch, Director of Housing/CA Programs

Name and Title of Jurisdiction Authorized Representative

______________________________  ____________________________
Signature of CDBG Section Chief                        Date Signed

Name of CDBG Section Chief

______________________________
RISK MANAGEMENT APPROVAL

Matthew M. McOmber
Senior Deputy County Counsel

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

02/28/18

BY:  ____________________________
James Johnson
Risk Management Analyst