



# Successor Agency Oversight Board Special Meeting

(Dissolution of the City of Shasta Lake Redevelopment Agency)

## NOTICE AND AGENDA

Shasta Lake City Council Chambers  
(located in Shasta Lake Law Enforcement Center)  
4488 Red Bluff Street  
Shasta Lake, CA 96019

Monday, September 21, 2015 at 2:00 P.M.

Agenda packets are available for public review at City Hall, 1650 Stanton Drive, Shasta Lake, CA during normal business hours of 7:00 a.m. to 4:00 p.m. weekdays, excluding holidays.

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (530) 275-7407. Notification 48 hours prior to the meeting is requested to enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

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*The City of Shasta Lake is the Successor Agency to the Shasta Lake Redevelopment Agency*

### 1.0 CALL TO ORDER 2:00 PM

Call to order (please place cell phones and pagers on silent)

While it is not required, we request that members of the public fill out a speaker request form on the table at the back of the room and hand it to the Secretary.

Statement for the record of Board members present

### 2.0 COMMUNICATIONS

#### **Public Comment Period:**

- 2.1 This time is set aside for citizens to address the Board on matters listed on the Consent Agenda as well as other items not included on the Regular Agenda. If your comments concern an item noted on the regular agenda, please address the Board after that item is open for public comment. Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time. Comments should be limited to matters within the jurisdiction of the Board. While it is not required, persons wishing to address the Board should fill out a Speaker Request Form prior to the beginning of the meeting and submit it to the City Clerk. Forms are available from the City Clerk, 1650 Stanton Drive, Shasta Lake, on the City's website, or at the back of the meeting hall. If you have documents to present to members of the Board to review, please provide a minimum of seven copies.

### **3.0 REGULAR AGENDA (Business Session)**

- 3.1 Acceptance of the minutes of the special meeting on February 23, 2015.
- 3.2 Discussion and possible action on the following:
  - a) A Resolution approving the Recognized Obligation Payment Schedule 2015-16B for January through June 2016 and authorizing its transmittal.
  - b) A Resolution approving the Successor' Agency's Administrative Budget for January 1, 2016 through June 30, 2016 pursuant to Health & Safety Code Section 34177(j).
- 3.3 Discussion and possible action on a Resolution approving a contract with traffic consultant Omni Means to perform a Traffic Impact Study.

### **4.0 REPORTS AND INFORMATIONAL ITEMS**

- 4.1 Staff Comments/Reports
- 4.2 Board Comments/Reports

### **5.0 ADJOURNMENT**

This meeting is open to the public.



**SUCCESSOR AGENCY OVERSIGHT BOARD  
FOR FORMER CITY OF SHASTA LAKE REDEVELOPMENT AGENCY  
SPECIAL MEETING MINUTES**

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MINUTES OF THE SUCCESSOR AGENCY OVERSIGHT BOARD MEETING  
HELD WEDNESDAY, FEBRUARY 23, 2015 AT 2:00 PM AT THE CITY COUNCIL CHAMBERS  
4488 RED BLUFF ST, SHASTA LAKE, CALIFORNIA

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**1.0 CALL TO ORDER – 2:00 P.M.**

Chairman Farr called the meeting to order at 2:00 pm.  
Board Members present: Farr, Hillman, Lugo, Morgan, Rodrigue  
Board Members absent: Lawson, Schappell

**2.0 COMMUNICATIONS:**

**PUBLIC COMMENT:** None

**3.0 REGULAR AGENDA:**

3.1 Acceptance of the minutes of the special meeting on September 22, 2014.

**Motion/Vote**

By motion made/seconded (Rodrigue/Morgan), and carried, the minutes were accepted.

3.2 a) A Resolution approving the Recognized Obligation Payment Schedule 2015-16A for July through December 2015 and authorizing its transmittal.

**Motion/Vote**

By motion made/seconded (Morgan/Lugo), and carried, Resolution SAOB 15-01 was approved.

b) A Resolution approving the Successor Agency's Administrative Budget for July 1, 2015 through December 31, 2015 pursuant to Health and Safety Code Section 34177(j).

**Motion/Vote**

By motion made/seconded (Lugo/Morgan), and carried, Resolution SAOB 15-02 was approved.

**4.0 BOARD/STAFF REPORTS AND COMMENTS:** None

**5.0 ADJOURNMENT:** Chairman Farr adjourned the meeting at 2.15 pm.

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TONI M. COATES, CMC, Secretary



Report & Recommendations **3.2**  
Reviewed and Approved

City Manager

**AGENDA ITEM**  
**Successor Agency Oversight Board for**  
**Successor Agency to the Former Shasta Lake Redevelopment Agency**

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**TO:** Oversight Board to the Shasta Lake Successor Agency  
**FROM:** John Duckett, City Manager  
**DATE:** September 10, 2016  
**SUBJECT:** Consider resolutions of the Oversight Board to the Shasta Lake Successor Agency approving the Recognized Obligation Payment Schedule 2015-16B (ROPS) for the January 1, 2016 through June 30, 2016 period and approving the Administrative Budget for January 1, 2016 through June 30, 2016.

**FILE:**

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**SUMMARY:**

- A. Consider a resolution approving the Recognized Obligation Payment Schedule 15-16B for January 1, 2016 through June 30, 2016 and authorizing its transmittal
- B. Consider a resolution approving the Successor Agency's Administrative Budget for January 1, 2016 through June 30, 2016 pursuant to Health & Safety Code Section 34177(j)

**DISCUSSION:**

Assembly Bill ("AB") x1 26, amended by AB 1584 and codified in the California Health & Safety Code ("H&SC") requires successor agencies to adopt a Recognized Obligation Payment Schedule ("ROPS") before each six-month fiscal period. A ROPS covering the period of January 1, 2016 through June 30, 2016 ("ROPS 15-16B") is due by October 5, 2015 pursuant to H&SC Section 34177(m). The ROPS projects necessary payments for each enforceable obligation of the former Shasta Lake Redevelopment Agency for the six-month period.

Staff has prepared a resolution adopting the ROPS for the Oversight Board's consideration, which is attached to this staff report. If it is approved by the Oversight Board, Staff will transmit it electronically to the Department of Finance, State Controller, and Shasta County Auditor-Controller for their review. Staff will also post the ROPS on the City's website. The adopted ROPS must be transmitted by October 5, 2015; if it is not transmitted on time the Successor Agency will be subject to a penalty of \$10,000 per day. With DOF approval, the Auditor-Controller will be authorized to disburse property tax revenue to pay ROPS obligations on January 1, 2016.

DOF provided the Successor Agency with a partially completed ROPS form to aid in DOF's attempt to standardize the form and make it consistent with the newly implemented automated tracking system.

It is important to remember that the ROPS is merely a projection of estimated payments for the ensuing 6-month fiscal period. The actual payments made could be the same or less. The proposed ROPS includes a reconciliation page for the January 2016 through June 2016 period, and is being presented for your approval as part of the ROPS 15-16B. The Successor Agency's actual expenditures generally match what was estimated on the ROPS.

HSC Section 34177(j) requires the Successor Agency to prepare an Administrative Budget and submit it to the Oversight Board for approval. The Administrative Budget includes the proposed administrative expenditures for Fiscal Year 2016-16. The Successor Agency anticipates needing \$100,000 in annual administrative allocation described in HSC Section 34171(b). Therefore, the Successor Agency is requesting \$50,000 for the January 1, 2016 through June 30, 2016 period.

**FISCAL IMPACT:**

Adoption and transmittal of the ROPS is necessary to receive money from the Redevelopment Property Tax Trust Fund to fund the Successor Agency's financial obligations from January through June 2016.

**ATTACHMENTS:**

Attachment 1: Resolution approving the Recognized Obligation Payment Schedule 2015-16B (ROPS)

Attachment 2: Resolution approving Administrative Budget for January 1, 2016 to June 30, 2016

RESOLUTION NO. \_\_\_\_\_

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**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER SHASTA LAKE REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2015-16B FOR JANUARY 1, 2016 THROUGH JUNE 30, 2016 AND AUTHORIZING ITS TRANSMITTAL**

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**WHEREAS**, the Oversight Board of the Successor Agency to the Former Shasta Lake Redevelopment Agency ("Oversight Board") has been established to direct the Successor Agency to the Former Shasta Lake Redevelopment Agency ("Successor Agency") to take certain actions to wind down the affairs of the Redevelopment Agency in accordance with the Dissolution Act (enacted by Assembly Bills 26 and 1584, as codified in the California Health and Safety Code); and

**WHEREAS**, among the duties of successor agencies under the Dissolution Act is the preparation of a recognized obligation payment schedule ("ROPS") for the ensuing six-month period for consideration by a local oversight board and California Department of Finance ("DOF") for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and

**WHEREAS**, the Dissolution Act requires that the proposed ROPS be transmitted to the local oversight board, county auditor-controller, county executive officer, and DOF, after which time the oversight board may approve and transmit the adopted ROPS to DOF, the State Controller, and the county auditor-controller for their consideration, and

**WHEREAS**, pursuant to Health and Safety Code sections 34177(l) and 34180(g), the Oversight Board must approve all ROPS for them to become established, valid, and operative for the applicable six-month fiscal period.

**NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER SHASTA LAKE REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The Recitals set forth above are true and correct and incorporated herein by reference; and

**SECTION 2.** The Oversight Board hereby approves and adopts the ROPS 2015-16B covering the period of January 1, 2016 through June 30, 2016, in substantially the form attached hereto as Exhibit A, as required by the Dissolution Act.

**SECTION 3.** The Successor Agency is hereby authorized and directed to transmit a copy of the ROPS to DOF, the State Controller, and the Shasta County Auditor-Controller for their review.

**SECTION 4.** The Oversight Board Secretary shall certify to the adoption of this Resolution.

**PASSED, APPROVED and ADOPTED** at a special meeting of the Oversight Board of the Successor Agency to the Shasta Lake Redevelopment Agency held this 21<sup>st</sup> day of September, 2015 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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LARRY FARR  
Oversight Board Chairperson

**ATTEST:**

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TONI M. COATES  
Secretary of the Oversight Board

**EXHIBIT "A"**  
**RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2015-16B**  
**FOR JANUARY 1, 2016 THROUGH JUNE 30, 2016**

## Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary

Filed for the January 1, 2016 through June 30, 2016 Period

Name of Successor Agency: Shasta Lake  
 Name of County: Shasta

Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):</b>	
A Bond Proceeds Funding (ROPS Detail)	-
B Reserve Balance Funding (ROPS Detail)	-
C Other Funding (ROPS Detail)	-
<b>E Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 521,713</b>
F Non-Administrative Costs (ROPS Detail)	471,713
G Administrative Costs (ROPS Detail)	50,000
<b>H Total Current Period Enforceable Obligations (A+E):</b>	<b>\$ 521,713</b>

<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>	
I Enforceable Obligations funded with RPTTF (E):	521,713
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	<b>(20,732)</b>
<b>K Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 500,981</b>

<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>	
L Enforceable Obligations funded with RPTTF (E):	521,713
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
<b>N Adjusted Current Period RPTTF Requested Funding (L-M)</b>	<b>521,713</b>

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

\_\_\_\_\_  
 Name  
 /s/  
 Signature

\_\_\_\_\_  
 Title  
 Date

**Shasta Lake Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail**  
**January 1, 2016 through June 30, 2016**  
**(Report Amounts in Whole Dollars)**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P												
																Funding Source											
																Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)											
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total												
3	Continuing Disclosure	Fees	2/4/2006	6/3/2027	RSG, Inc.	Continuing disclosure is required by	Shasta Dam Redevelopment Project Area	\$ 9,346,934	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
6	Meade Street Senior Housing	OPAFDDA/Construction on	10/26/2009	12/31/2013	RSG, Inc. Northern Valley Catholic Social Services	Partnership for a low-income senior housing project	Shasta Dam Redevelopment Project Area	\$ 9,100	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
7	Contract for Legal Services	Legal	2/1/2012	6/30/2014	John Kenny, City Attorney	General legal services	Shasta Dam Redevelopment Project Area		N						\$ -												
8	Successor Agency Administrative	Admin Costs	2/1/2012	6/30/2026	Successor Agency Employees	Cost of operating the Successor Agency	Shasta Dam Redevelopment Project Area	3,116,017	N				50,000		\$ 50,000												
9	Successor Agency Liability Insurance	Miscellaneous	2/1/2012	6/30/2041	Small Cities Org Risk Effort	Required liability insurance	Shasta Dam Redevelopment Project Area		N						\$ -												
10	Successor Agency Support	Professional Services	2/1/2012	6/30/2014	RSG, Inc.	Services to perform certain admin duties	Shasta Dam Redevelopment Project Area		N						\$ -												
11	Housing Monitoring Services	Miscellaneous	4/19/1986	4/19/2041	City of Shasta Lake Employees	Affordable Housing Monitoring as required by housing contracts	Shasta Dam Redevelopment Project Area		N						\$ -												
12	Property Carry Costs	Property Maintenance	2/1/2012	Ongoing	Commercial Center	Maintenance and operations of property owned by the Agency	Shasta Dam Redevelopment Project Area	13,000	N				496		\$ 496												
13	Property Disposition Costs	Property Dispositions	7/1/2013	6/30/2014	various	Costs associated with disposition of former RDA-owned properties	Shasta Dam Redevelopment Project Area	80,000	N				25,000		\$ 25,000												
14	Contract for Economic Development Services	Business Incentive Agreements	2/1/2012	6/30/2014	Economic Development Corporation	Contract with EDC for economic development programs	Shasta Dam Redevelopment Project Area		N						\$ -												
15	Contract for Business Development	Business Incentive Agreements	2/1/2012	6/30/2014	Shasta Lake Chamber of Commerce	Contract with Chamber of Commerce for business and job development	Shasta Dam Redevelopment Project Area		N						\$ -												
16	Property Bond Assessments	Bonds Issued On or Before 12/31/10	4/17/1995	9/2/2034	Shasta County Tax Collector	Bond payments for property owned within Successor Agency	Shasta Dam Redevelopment Project Area	1,214,310	N				32,500		\$ 32,500												
17	Property Bond Assessments	Bonds Issued On or Before 12/31/10	4/29/1993	9/2/2032	Shasta County Tax Collector	Bond payments for property owned within Successor Agency	Shasta Dam Redevelopment Project Area		N						\$ -												
18	Successor Agency Housing Entity Administrative	Admin Costs	7/1/2014	7/1/2013	Successor Agency Housing Employees	Cost of operating the Successor Agency Housing	Shasta Dam Redevelopment Project Area		N						\$ -												
19	Bond Refinancing Loan Advance	Bonds Issued On or Before 12/31/10	4/15/2014	4/15/2020	City of Shasta Lake	Bond refunding loan for upfront admin costs	Shasta Dam Redevelopment Project Area		N						\$ -												
20	2014 Tax Allocation Bonds	Refunding Bonds Issued After 6/27/12	10/15/2014	12/1/2026	MJFG Union Bank of California	Principal and interest payments due on bond	Shasta Dam Redevelopment Project Area	4,860,622	N				406,832		\$ 406,832												
21	Fiscal Agent Fees	Fees	10/15/2014	12/1/2026	MJFG Union Bank of California	Bond Trustee fees that must be paid annually	Shasta Dam Redevelopment Project Area	30,000	N				3,000		\$ 3,000												
22	Kennett Rd Improvements	Improvement/Infrastructure	9/16/1997	6/7/2027	City of Shasta Lake	Pothole/Repairs to Kennett Road and Front Street	Shasta Dam Redevelopment Project Area		N						\$ -												
23	Property Carry Costs	Property Maintenance	2/1/2012	6/30/2020	City of Shasta Lake	Maintenance and operations of property owned by the Agency	Shasta Dam Redevelopment Project Area	3,885	N				3,885		\$ 3,885												
24									N						\$ -												
25									N						\$ -												
26									N						\$ -												
27									N						\$ -												
28									N						\$ -												
29									N						\$ -												
30									N						\$ -												
31									N						\$ -												
32									N						\$ -												
33									N						\$ -												
34									N						\$ -												
35									N						\$ -												
36									N						\$ -												

**Shasta Lake Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances  
(Report Amounts in Whole Dollars)**

A	B	C	D	E	F	G	H	I						
									Fund Sources					
									Bond Proceeds		Reserve Balance		Other	RPTTF
Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin									
<b>Cash Balance Information by ROPS Period</b>														
<b>ROPS 14-15B Actuals (01/01/15 - 06/30/15)</b>														
1	Beginning Available Cash Balance (Actual 01/01/15)		15,555				137,865							
2	Revenue/Income (Actual 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015						195,680							
3	Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q		15,555				133,565							
4	Retention of Available Cash Balance (Actual 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)													
5	ROPS 14-15B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S													
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 179,248	\$ 20,732						
<b>ROPS 15-16A Estimate (07/01/15 - 12/31/15)</b>														
7	Beginning Available Cash Balance (Actual 07/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 199,980	\$ -						
8	Revenue/Income (Estimate 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015						121,208							
9	Expenditures for ROPS 15-16A Enforceable Obligations (Estimate 12/31/15)							87,364						
10	Retention of Available Cash Balance (Estimate 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)													
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,824	\$ -						

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#)



**Shasta Lake Recognized Obligation Payment Schedule (ROPS 15-16B) - Notes**  
**January 1, 2016 through June 30, 2016**

Item #	Notes/Comments
23	The City is asking for reimbursement for Lot 10 and 15, which are owned by the Successor Agency, for landscape maintenance costs. All other property owners in the Industrial Park are billed through the City's utility billing for landscaping. The City has realized that the Successor Agency has not been properly billed for the costs, since no utility account exists for the SA. The City is asking for reimbursement from 2/1/2012 through 12/31/2015 (47 months). Lot 10's monthly fee is \$43.95 and Lot 15's monthly fee is \$38.70.
12	Six months of landscape maintenance costs for Lot 10 and 15, both are owned by the Successor Agency.

RESOLUTION NO. \_\_\_\_\_

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**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER SHASTA LAKE REDEVELOPMENT AGENCY APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGET FOR JANUARY 1, 2016 THROUGH JUNE 30, 2016 PERIOD PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j)**

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**WHEREAS**, the Oversight Board of the Successor Agency to the Former Shasta Lake Redevelopment Agency ("Oversight Board") has been established to direct the Successor Agency to the Former Shasta Lake Redevelopment Agency ("Successor Agency") to take certain actions to wind down the affairs of the Redevelopment Agency in accordance with the Dissolution Act (enacted by Assembly Bills 26 and 1584, as codified in the California Health and Safety Code); and

**WHEREAS**, Section 34179 of the Dissolution Act provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Act; and

**WHEREAS**, Section 34177(j) of the Dissolution Act requires the Successor Agency to prepare a proposed administrative budget and submit it to the Oversight Board for approval; and

**WHEREAS**, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the up-coming six-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

**WHEREAS**, the Successor Agency's proposed Administrative Budget for the period January 1, 2016 through June 30, 2016 has been reviewed and by this Resolution the Oversight Board desires to approve such Administrative Budget; and

**WHEREAS**, the Administrative Budget, when and as approved by the Oversight Board, will be provided to the County of Shasta Auditor-Controller pursuant to Section 34177(k) so that the Successor Agency's estimated administrative costs in the approved Administrative Budget will be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund for each applicable six-month period.

**NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER SHASTA LAKE REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The Recitals set forth above are true and correct and incorporated herein by reference; and

**SECTION 2.** The Oversight Board hereby approves the Administrative Budget for the period January 1, 2016 through June 30, 2016 submitted herewith as Exhibit A, which is incorporated herein by this reference.

**SECTION 3.** Successor Agency staff is hereby authorized to send the Administrative Budget to the Shasta County Auditor-Controller and post it on the Successor Agency's website.

**SECTION 4.** The Oversight Board Secretary shall certify to the adoption of this Resolution.

**PASSED, APPROVED and ADOPTED** at a special meeting of the Oversight Board of the Successor Agency to the Shasta Lake Redevelopment Agency held this 21st day of September, 2015 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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LARRY FARR  
Oversight Board Chairperson

**ATTEST:**

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TONI M. COATES  
Secretary of the Oversight Board

**EXHIBIT "A"**  
**SUCCESSOR AGENCY ADMINISTRATIVE BUDGET**  
**FOR JANUARY 1, 2016 THROUGH JUNE 30, 2016**

**SHASTA LAKE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET COVERING JANUARY 1, 2016 THROUGH JUNE 30, 2016****Estimated Annual Administrative Expenses**

<b>External Consultants</b>	<b>Costs</b>	<b>Funding Source</b>
Attorney Costs	\$ 10,000	RPTTF Administrative Allowance
Consultant Costs	\$ 6,000	RPTTF Administrative Allowance
	<hr/>	
	\$ 16,000	
<b>Successor Agency Expenses</b>		
Successor Agency rent and utilities	\$ 5,000	RPTTF Administrative Allowance
Successor Agency supplies	\$ 500	RPTTF Administrative Allowance
Successor Agency equipment	\$ 500	RPTTF Administrative Allowance
Salaries and benefits	\$ 59,000	RPTTF Administrative Allowance
Risk management/Insurance	\$ 7,000	RPTTF Administrative Allowance
Property maintenance (prior to transfer/s	\$ 1,500	RPTTF Administrative Allowance
	<hr/>	
	\$ 73,500	
<b>Oversight Board Expenses</b>		
Staff time	\$ 10,000	RPTTF Administrative Allowance
Materials	\$ 500	RPTTF Administrative Allowance
	<hr/>	
	\$ 10,500	
Estimated Annual Total	\$ 100,000	
<b>Estimated Administrative Expenses for 6-month Period Covering January 1, 2016 through June 30, 2016</b>	<b>\$ 50,000</b>	



Report and Recommendations  
Reviewed and Approved

3.3

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Executive Director

**AGENDA ITEM**  
**Shasta Lake Successor Agency Oversight Board**

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**TO:** Chair and Members of the Shasta Lake Successor Agency Oversight Board

**FROM:** John Duckett, Executive Director

**DATE:** September 2, 2015

**SUBJECT:** Consider a resolution of the City of Shasta Lake Successor Agency approving a contract with a traffic consultant (Omni Means) to perform a traffic impact study

**FILE:** R-020-020-610

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**RECOMMENDATION:**

Staff recommends that the Oversight Board consider a resolution approving a contract with traffic consultant Omni Means to perform a traffic impact study.

**DISCUSSION:**

Assembly Bill ("AB") x1 26, amended by AB 1484 and codified in the California Health & Safety Code ("H&SC") required each Successor Agency to submit for approval to the Oversight Board and the California Department of Finance ("DOF"), a Long-Range Property Management Plan ("PMP") that addressed the disposition and use of the real properties of the former redevelopment agency. The Oversight Board approved the Successor Agency's amended PMP on December 18, 2013, and DOF approved it on May 2, 2014. Since that time, the Successor Agency has been actively marketing all properties identified for sale on the PMP.

On September 16, 2014, the Oversight Board accepted an offer of \$1 million from KKP-Kim Properties, LLC to purchase the four commercial properties generally located northwest of the intersection of Cascade and Shasta Dam Boulevards, presented in the PMP as properties 1 through 4 ("Commercial Properties"). DOF approved the offer several weeks later on September 29, 2014. Consequently, the Successor Agency and

KKP-Kim Properties, LLC executed the proposed Purchase and Sale Agreement. At this time, the purchase transaction is still not complete because both parties are performing their required due diligence.

It recently came to staff's attention that several major offsite road improvements may be required in order to develop the Commercial Properties. The cost to complete these improvements could be significant enough to warrant an amended Purchase and Sale Agreement with KKP-Kim Properties, LLC and a reduction in price from the original \$1 million offer. Staff is recommending that the Successor Agency retain a consultant to perform a traffic impact study to determine what, if any, improvements will be necessary and the potential cost associated with those improvements.

If approved by the Oversight Board and DOF, the consultant contract and the corresponding costs, which are not known at this time, would be listed on Recognized Obligation Payment Schedule ("ROPS") 15-16B, due to DOF on October 5, 2015. Upon Oversight Board and DOF approval of the attached resolution, the Successor Agency will select a consultant from the City's list of on-call consultants and execute a contract to prepare the traffic impact study.

**FISCAL IMPACT:**

Preparation of a traffic impact study is necessary to determine if certain off-site road improvements are necessary to advance development of the Commercial Properties listed on the Successor Agency's PMP. The Successor Agency plans to pay for the traffic impact study through the ROPS process.

The cost to complete potential road improvements could have an effect on the purchase price of the Commercial Properties. The City of Shasta Lake can expect to receive approximately 13 percent of the final purchase price, based on the City's AB8 share and the most recent tax increment distribution report from the County Auditor-Controller.

**ATTACHMENTS:**

Attachment 1: Resolution approving a contract with a traffic engineer to perform a traffic impact study.

## RESOLUTION

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### **A RESOLUTION OF THE SUCCESSOR AGENCY TO THE SHASTA LAKE REDEVELOPMENT AGENCY OVERSIGHT BOARD APPROVING A CONTRACT WITH TRAFFIC CONSULTANT OMNI MEANS TO PERFORM A TRAFFIC IMPACT STUDY**

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**WHEREAS**, on January 9, 2012, the City Council of the City of Shasta Lake ("City") adopted Resolution No. 12-02 electing to serve as the successor agency ("Successor Agency") to the former Redevelopment Agency of the City of Shasta Lake ("Redevelopment Agency") for the purposes of administering the dissolution of the Redevelopment Agency pursuant to Health and Safety Code Section 34173; and

**WHEREAS**, on March 29, 2013, the Successor Agency received from the California Department of Finance ("DOF") a finding of completion pursuant to Section 34179.7 of the California Health and Safety Code ("HSC"); and

**WHEREAS**, following the receipt of the finding of completion, in accordance with the provisions of HSC Section 34191.5(b), the Successor Agency prepared and submitted to the Oversight Board to the Successor Agency and the DOF a long range property management plan ("PMP") consisting of nine (9) separate parcels of property; and

**WHEREAS**, after review by the DOF, the Oversight Board approved an amended PMP on December 18, 2013 by Resolution No. 13-07, which was subsequently approved by the DOF on May 2, 2014; and

**WHEREAS**, in accordance with the approved PMP, the Successor Agency marketed the properties to qualified buyers and obtained an acceptable offer from KKP-Kim Properties, LLC to purchase the four commercial properties generally located northwest of the intersection of Cascade and Shasta Dam Boulevards: PMP Property 1 (APN 007-380-037-000), PMP Property 2 (APN 007-380-051-000), PMP Property 3 (APN 007-380-052-000), and PMP Property 4 (APN 007-380-053-000) ("Commercial Properties"); and

**WHEREAS**, the Oversight Board approved the offer from KKP-Kim Properties, LLC ("Proposed Buyer") on September 16, 2014 by Resolution No. 14-70, which was subsequently approved by DOF on September 29, 2014 ("Transaction"); and

**WHEREAS**, the Proposed Buyer is seeking a traffic study to ascertain whether they can proceed with the Transaction as proposed and approved, and has requested that the Successor Agency retain a consultant from the City's approved consultant list to perform said traffic study; and

**WHEREAS**, HSC Section 34173(h) presently authorizes the City to loan funds to the Successor Agency for project-related expenses and be reimbursed on the next recognized obligation payment schedule for said loan; and

**WHEREAS**, following direction from the DOF analyst assigned to the Successor Agency, the Successor Agency wishes to obtain said loan from the City for purposes of the Traffic Study in order to expedite and close the Transaction with the Proposed Buyer; and

**WHEREAS**, the Successor Agency has prepared a contract for the consulting services with Omni Means, Ltd necessary to perform said Traffic Study and attached it herewith as Exhibit A, and proposes to execute said contract for such purposes with the prior approval by the Oversight Board and DOF; and

**WHEREAS**, Omni Means, Ltd is listed on the City's On-Call list, and qualified to complete the requested scope of work.

**NOW, THEREFORE, THE SUCCESSOR AGENCY OVERSIGHT BOARD TO THE SHASTA LAKE REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The Recitals set forth above are true and correct and incorporated herein by reference; and

**SECTION 2.** The Successor Agency Oversight Board hereby approves a contract with a consultant from the City's list of on-call consultants to perform a traffic impact study, in the form attached herewith as Exhibit A and approves a budget not to exceed \$25,000.

**SECTION 3.** Contingent with the approval of this Resolution by the DOF, the Successor Agency Oversight Board hereby finds and determines that the contract attached herewith is an enforceable obligation of the Successor Agency, and list the repayment obligation on the Successor Agency's Recognized Obligation Payment Schedule 15-16B.

**SECTION 4.** The Secretary shall certify to the adoption of this Resolution.

**PASSED, APPROVED and ADOPTED** at a special meeting of the Successor Agency Oversight Board to the Shasta Lake Redevelopment Agency held this 21st day of September, 2015 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**LARRY FARR, Chairperson**

**ATTEST:**

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**TONI M. COATES, Secretary of the  
Successor Agency Oversight Board**

EXHIBIT "A"

CONTRACT FOR TRAFFIC STUDY CONSULTANT



**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE SUCCESSOR AGENCY TO THE SHASTA LAKE REDEVELOPMENT AGENCY AND OMNI MEANS, LTD**

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**THIS AGREEMENT** is entered into on, between the **Successor Agency to the City of Shasta Lake** ("City") and OMNI MEANS, LTD ("Consultant") for the purpose of Traffic Engineering services. The effective date of this agreement shall be [REDACTED].

**1. SCOPE OF SERVICES**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A (Scope of Work). Consultant warrants that it possesses the experience, background, and expertise necessary to perform the services described in Exhibit A, and Consultant agrees that it shall provide the services at the time, place and in the manner specified in Exhibit A.

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

**2. COMPENSATION AND REIMBURSEMENT OF COSTS**

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

- A. Consultant notifies City and City agrees that such services outside the scope of Exhibit A are to be performed;
- B. Consultant estimates the additional compensation required for the additional services, and
- C. City, after notice, approves the additional services and amount of compensation therefore.

City shall pay Consultant for services rendered pursuant to this Agreement in a total amount not to exceed \$25,000 (\$19,611 + \$5,389 Contingency), as listed in Exhibit A. This payment shall be the only payment to be made to Consultant for services rendered pursuant to this Agreement unless, pursuant to Section I above, City approves additional compensation for additional services.

Consultant shall submit monthly invoices to City for work completed and reasonable expenses incurred to the date of the invoice. All invoices shall be itemized to reflect the tasks completed and the amount billed for each task.

City shall pay all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Agreement. These expenses shall be

compensated by City at their cost to Consultant. Consultant shall keep receipts for such expenses in compliance with IRS requirements. These receipts shall be available to City for inspection upon request.

All invoices sent by Consultant to City shall be paid within thirty (30) days of receipt. All billings that remain unpaid after thirty (30) days shall bear interest until paid at the rate of five percent (5%) per annum or the maximum rate allowed by law, whichever is less.

If City fails to pay any invoice within thirty (30) days and such failure continues ten (10) days after Consultant gives City notice of such failure, Consultant shall have the right to terminate this Agreement immediately without liability to City. The right to terminate under the terms of this section shall be in addition to all other legal, equitable, or contractual remedies available to Consultant.

**3. TERM OF AGREEMENT**

This Agreement shall commence on [REDACTED], and shall terminate effective [REDACTED].

**4. CITY'S DUTIES**

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

**5. ADVERTISEMENTS, PERMITS, ACCESS**

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

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

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

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

**7. SUBCONTRACTS**

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

shall determine to be necessary.

**8. NO DISCRIMINATION**

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

**9. INSURANCE REQUIREMENTS**

**9.1** To the fullest extent allowed by law, the Contractor/Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor/Consultant, its agents, representatives, or employees.

Errors & Omissions Liability Insurance requirements apply to Consultants performing Professional Services. Construction contractors may disregard this coverage unless specifically required by the Contract Documents.

**9.2 Minimum Scope of Insurance:**

Coverage shall be at least as broad as:

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

**9.3 Minimum Limits of Insurance:**

1.	General Liability: (Including operations, products and completed operations, as applicable.)	<b>\$1,000,000</b>	Combined single limit per occurrence, including operations, products and completed operations.
		<b>\$2,000,000</b>	Aggregate limit for bodily injury, personal, personal injury and property damage.
2.	Comprehensive Automobile Liability:	<b>\$1,000,000</b>	Owned, non-owned, hired vehicles
3.	Workers' Compensation:		As required by the Labor Code of the State of California
4.	Employers' Liability:	<b>\$1,000,000</b>	Per occurrence, bodily injury by

		\$1,000,000	disease Each employee, bodily injury by disease
5.	Errors & Omissions Liability:	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit
6.	Pollution Liability (required when work includes asbestos or lead paint)	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit

**9.4 Deductibles and Self-Insured Retentions:**

1. Any deductibles or self-insured retentions must be disclosed to and approved by the City, and shall not reduce the limits of liability. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor/Consultant shall provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
2. Policies containing any self-insured retention provisions shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**9.5 Other Insurance Provisions:**

1. It shall be a requirement under this agreement that any available insurance proceeds in excess of the specified minimum Insurance coverage requirements and limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be a) the minimum coverage and limits specified in this Agreement or b) the full coverage and maximum limits of any Insurance proceeds available to the named insured, whichever is greater.
2. Where subcontractors/ subconsultants are used, the Contractor/Consultant agrees to include in their subcontract the same requirements and provisions of this agreement, including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's/ subconsultant's work. Subcontractors/ subconsultants hired by the Contractor/Consultant agree to be bound to the Contractor/Consultant and the City in the same manner and to the same extent as the Contractor/Consultant is bound to the City under the Contract Documents. Subcontractors/ Subconsultants further agree to include the same requirements and provisions of the contract agreement, including the indemnity and insurance requirements, with any sub-subcontractors/sub-subconsultants to the extent they apply to the scope of the sub-subcontractor's/sub-subconsultant's work. A copy of the City's Contract Documents, including the indemnity and insurance provisions, shall be furnished to the subcontractor/subconsultant upon request.

Subcontractors/Subconsultants responsibility for defense and indemnity obligations shall survive the termination or completion of the contract agreement for the full period of time allowed by law.

3. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City (if agreed to in a written contract or agreement) before the City's own insurance shall be called upon to protect it as a named insured.
4. The defense and indemnification obligations of this contract agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract agreement.
5. The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

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

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor/Consultant; or automobiles owned, leased, hired or borrowed by the Contractor/Consultant .
2. The additional insured coverage under the Contractor's/Consultant's policy shall be primary and non-contributory, and will not seek contribution from the City's insurance.
3. For any claims related to this project, the Contractor's/Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's/Consultant's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.

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

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor/Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

**9.6 Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**9.7 Verification of Coverage**

Contractor/Consultant shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City, unless the insurance company will not use the City's forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Contractor's/Consultant's insurer may provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**9.8 Waiver of Subrogation**

Contractor/Consultant hereby agrees to waive subrogation which any insurer of Contractor/Consultant may acquire from Contractor/Consultant by virtue of the payment of any loss. Contractor/Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor/Consultant, its employees, agents and subcontractors/subconsultants.

**9.9 Indemnity and Hold Harmless**

Contractor/Consultant shall indemnify and hold harmless the City, their elected officials, officers, employees, agents and volunteers, and each and every one of them, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or person's bodily injury, including death, or property being damaged by Contractor/Consultant or any person employed by Contractor/Consultant or in any capacity during the progress of the work by negligence except where caused by the active negligence, sole negligence or willful misconduct of the City.

Contractor/Consultant shall also indemnify City of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against those agencies with respect to Contractor's/Consultant's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments.

**10. STANDARD OF PERFORMANCE**

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All products of any nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Agreement.

**11. RELIANCE UPON DATA, DOCUMENTS AND RECORDS**

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

**12. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC MEDIA DELIVERABLES**

All completed reports and other data or documents, or computer media including diskettes and other materials provided or prepared by Consultant in accordance with this Agreement are the property of City, and may be used by City.

City shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except use by City on those portions of Project for which such items were prepared.

**13. RESOLUTIONS OF DISPUTES, ATTORNEYS FEES**

The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees. Consultant shall continue with the responsibilities under this Agreement during any dispute unless waived in writing by City.

**14. CONFLICT OF INTEREST**

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

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant, unless as indicated in Subsection B., will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B.



Initials

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the staff and consultants listed in Exhibit A shall be subject to the Disclosure Category "1" of the City of Shasta Lake's Conflict of Interest Code.

#### 15. TERMINATION OF AGREEMENT

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

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

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

In the event City terminates this Agreement:

- A. City shall have full ownership and control of all writings which have been delivered by Consultant pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to City pursuant to this Agreement;
- B. City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City representative is necessary to determine the reasonable value of the services rendered by Consultant.

#### 16. COMPLIANCE WITH LAWS

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

#### 17. REPRESENTATIVES OF THE PARTIES

**The City's representative for this Agreement is:**

Jeff Tedder, City Engineer  
City of Shasta Lake  
1650 Stanton Drive  
Shasta Lake, CA 96019  
530.275.7423  
[jtedder@cityofshastalake.org](mailto:jtedder@cityofshastalake.org)

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

Russ Wenham, PE., T.E., PTOE  
OMNI-MEANS, Ltd.  
330 Hartnell Avenue, Suite B  
Redding, CA 96002  
(530) 242-1700  
[rwenham@omnimeans.com](mailto:rwenham@omnimeans.com)

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

**18. NOTICES**

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

**To City:** Toni Coates, City Clerk  
City of Shasta Lake  
P.O. Box 777  
1650 Stanton Drive  
Shasta Lake, CA 96019

**To Consultant:** Russ Wenham, PE., T.E., PTOE  
OMNI-MEANS, Ltd.  
330 Hartnell Avenue, Suite B  
Redding, CA 96002  
(530) 242-1700  
[rwenham@omnimeans.com](mailto:rwenham@omnimeans.com)

**19. ENTIRE AGREEMENT**

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

**20. SEVERABILITY**

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

**21. EMPLOYMENT STATUS**

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

**22. HEADINGS, ASSIGNMENT AND WAIVER**

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

**23. CONTRACT CONTINGENCY**

This Contract is Contingent with the approval of this Resolution by the DOF, the Successor Agency hereby finds and determines that the contract herewith is an enforceable obligation of the Successor Agency, and list the repayment obligation on the Successor Agency's Recognized Obligation Payment Schedule 15-16B.

No work shall commence without authorization from City after all approvals have been met. The City will issue a Notice to Proceed when approvals are met.

**24. AUTHORITY**

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

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

**CITY OF SHASTA LAKE**

By: \_\_\_\_\_

**John N. Duckett, Jr.**  
City Manager, City of Shasta Lake

\_\_\_\_\_

Date

**CONSULTANT**

By: \_\_\_\_\_

**Russ Wenham, PE., T.E., PTOE**  
OMNI-Means, Ltd.

\_\_\_\_\_

Date